

**PRELIMINARY AGENDA
REGULAR SESSION
CITY OF NORTH PLAINS, CITY COUNCIL MEETING**
North Plains Senior Center
31450 NW Commercial Street
Monday, March 16, 2015 – 7:00 P.M.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CONSENT AGENDA:** *(The items on the Consent Agenda are normally considered in a single motion. Any item may be removed for separate consideration upon request by any member of the Council.)*
 - A. Approval of regular session agenda
 - B. Approval of minutes of 03/02/2015 Council meeting
5. **PUBLIC COMMENT:** *(Persons wishing to speak on matters not on the agenda may be recognized at this time. Speakers must complete a “Public Comment Registration form” on the information table and return it to the City Recorder. You are not required to give your address when speaking to the City Council, only your name. Presentations are limited to five minutes.)*
6. **PRESENTATION**
None Scheduled
7. **STAFF REPORTS**
Staff reports will be provided by the Public Works Director and the Chief of Police
8. **PUBLIC HEARING:**
None Scheduled
9. **NEW BUSINESS:**
 - A. Discussion of City Manager evaluation tools and distribution of evaluations
 - B. Approve Resolution No.1879 authorizing amendment and the execution of an Intergovernmental Agreement between the City of North Plains and the User Board of the Regional Justice Information Network (RegJIN) for the Police Department
 - C. Discussion of revitalization of downtown area program (Supporting documents were distributed with the March 2, 2015 Council Packet)
 - D. Discussion of allowing golf carts to drive on streets in North Plains (Supporting documents were distributed with the March 2, 2015 Council Packet)
10. **UNFINISHED BUSINESS:**

A. None Scheduled

11. ORDINANCES:

FIRST READING:

A. None Scheduled

SECOND READING:

B. Ordinance No. 424 - An ordinance of the City Council of the City of North Plains, Oregon, amending Municipal Chapter 1.40.010 and 1.40.020 regarding the Parks Board membership. This item is for second reading and adoption. (First reading was at March 02, 2015 Council meeting.).

12. CITY MANAGER REPORT

13. COUNCIL REPORTS

A. Council reports will be provided by the Mayor and City Councilors on meetings attended and other items.

B. April 2015 Council Calendar

14. ADVICE/INFORMATION ITEMS:

- Country Dance with DT & Country, Saturday, March 21 at 7:30 at Jessie Mays Community Hall-fundraiser for North Plains Senior Center.
- Community Vision Steering Committee, Tuesday March 31, 2014 at 6:30 p.m. at the Washington County Fire Station in North Plains.
- Volunteer Recognition Spaghetti Dinner, Thursday, April 9 at 6:00 p.m. at Jessie Mays

15. ADJOURNMENT:

North Plains City Council meetings are accessible for disabled individuals. The City will also endeavor to provide services for persons with impaired hearing or vision and other services, if requested, at least 48 hours prior to the meeting. To obtain services, please call City Hall at (503) 647-5555

The following City Council Meetings are scheduled to be held at the North Plains Senior Center, 31450 NW Commercial Street, North Plains, Oregon.

The meetings will be held on the following dates at 7:00 p.m.:

Monday, April 6, 2015

Monday, April 20, 2015

Monday, May 4, 2015

CITY OF NORTH PLAINS, CITY COUNCIL MEETING
MINUTES REGULAR SESSION
North Plains Senior Center
31450 NW Commercial Street
Monday, March 2, 2015

1. **CALL TO ORDER:** Mayor David Hatcher called the Regular Session of the City Council to order at 7:00 p.m. and led the Council in the flag salute.

PLEDGE OF ALLEGIANCE: Mayor Hatcher led the flag salute.

2. **ROLL CALL:** Mayor David Hatcher, Council President Teri Lenahan, Councilors: Robert Kindel, Jr., Sherrie Simmons, Scott Whitehead

Absent: Charlynn Newton, Sandi King

Staff present: City Manager Martha DeBry; Public Works Director Blake Boyles; Police Officer Jody Peterson; City Recorder Margaret Reh

3. **REGULAR SESSION AGENDA**
A. Approval of regular session agenda

Motion by Kindel. Second by King to approve the Regular Session Agenda through 9C with modification if time allows. The motion was approved unanimously.

4. **REGULAR SESSION MINUTES**
A. Approval of minutes of 02/17/2015 Council meeting

Motion by Lenahan. Second by Simmons to approve the Regular Session Minutes from the February 17, 2015 City Council meeting. The motion was approved unanimously.

5. **PUBLIC COMMENT:**
None were forthcoming.

6. **PRESENTATION:**
A. City of North Plains Sign Project—Chamber of Commerce

Cindy Hirst, 31817 NW Lenox Street, presented a report to the Council from the Chamber of Commerce regarding the City of North Plains Sign Project. The Chamber Board will be reviewing the report at their next meeting and making a decision on the project. A copy of the report was distributed to each member of the Council.

- B. Proclamation National Community Development Week-April 6-11, 2015

This is the 29th year of setting aside an entire week to commemorate community development activities on the national and local levels. A short discussion ensued. This proclamation is joined with other cities and presented at Washington D.C. Motion

by Kindel. Second by Newton to sign the Community Development proclamation for April 6-11, 2015. The motion was approved unanimously.

7. STAFF REPORTS:

Public Works Director. Blake Boyles stated that what he would have to say is presented in his written report.

Chief of Police. Officer Jody Peterson presented the staff report in Chief Snyder's absence. Peterson provided a few more details to what was presented in the written staff report. REJIN is the new report writing software system that will be going live in April. This will provide a collective data base for various agencies that will assist in report writing.

Library Director. Library Director Brodie thanked the Council for signing the card acknowledging Carol Aldrich's fifth year anniversary of employment with the City of North Plains which will take place in April.

Brodie pointed out that she added statistical highlights to the beginning of her written report upon the suggestion of the City Manager. The Council appreciated that addition to her report.

Brodie invited the Council members to attend the Art of the Story event in April that will be held at Pumpkin Ridge Golf Course Clubhouse. A national storyteller from Utah will be performing. Interested individuals can just show up the night of the event. No one has to sign up ahead of time.

Brodie also informed the Council that there is a political action committee called People for Libraries is starting to meet. These are people behind the scenes working on the WCCLS levy that is coming up in November of 2015. This levy will provide a significant increase in funds to North Plains. Brodie distributed forms for sending in funds if individuals are interested in contributing to the PAC.

A survey is being conducted by the library. Brodie encouraged the Council to participate in the survey.

8. PUBLIC HEARING:
None Scheduled

9. NEW BUSINESS:

A. Approval of Resolution No. 1877 allocating a donation of one week's intake of Library fines to the North Plains Food Pantry

Brodie updated the Council that the library can directly donate the funds to the North Plains Food Pantry instead of going through the Oregon Food Bank. They can do this because they use the North Plains Senior Center's 501(c)3 status. Discussion ensued.

Motion by Lenahan. Second by Simmons to adopt Resolution No. 1877 allocating a donation of the equivalent amount of one week's intake of library fines received during National Library Week 2015 to the North Plains Food Pantry.

B. Approval of Resolution No. 1878 awarding contract for design of Jessie Mays Park to Woofter Architecture

DeBry presented the staff report. Council had approved the conceptual plan for the remodel of the Jessie Mays Community Hall and Park that was submitted by the Parks Board. Woofter Architecture were the consultants on that project. Retaining an architect to prepare design plans for the park is the next prescribed step in this process. Woofter had submitted a time and materials application for the project for Council's consideration. The alternative is to conduct a new request for qualification process.

There was some discussion regarding the role of the Parks Board in reference to the establishment of a contract. DeBry reported it is not typical for a Board to review the scope of a contract, which can only be approved by Council.

There was further discussion regarding the funding for this design project. An allocation is set aside in the Parks Capital Fund.

Staff will work with the architect to define the project and implement the conceptual design. The Parks Board will be involved in the design process at key milestones.

Heather LaBonte, 32000 NW Meadow Drive approached the Council regarding this agenda item. Discussion ensued on the process of the design phase and what the Parks Board role might be in that phase. For now, the scope of work needs to be drawn up and a contract needs to be entered into between Woofter and the City.

Motion by Kindel. Second by Whitehead to approve Resolution No.1878 awarding a contract for design of Jessie Mays Park to Woofter Architecture. This gives the City Manager the authorization to enter into a contract with Woofter.

C. Discussion of City Manager evaluation tools

Heather Martin, Beery, Elsner and Hammond, prepared examples of evaluation tools for the use in evaluating the current City Manager's performance. Mayor Hatcher and Council President Lenahan had requested legal to bring options to Council.

Discussion ensued regarding the various methods of administration of evaluations, scoring, and who should be included in the evaluation process for the City Manager.

Martin will adjust the evaluation tool to be tailored to what the Council requested. The evaluation tool will then be presented for adoption at the March 16, 2015 council meeting. It was decided the participants in this evaluation will include: 1.) City Councilors; 2.) City Manager; 3.) Department Heads; 4.) Full-time Staff. Evaluators will have a week to complete the evaluation and for it to be returned to legal. Council will

review the feedback at the April 6, 2015. Council will then be in discussions on the potential contract with the City Manager at the April 20, 2015 Council meeting.

D. Discussion of Title Company notices

DeBry presented the staff report. North Plains can require that title companies and realtors disclose information during the sale process to ensure a buyer is not surprised by certain issues that often are reported to the City. There are a few issues the City may want to advise new residents about. Discussion ensued regarding street trees, sidewalks and the location of the composting facility.

Council instructed DeBry to move forward with drafting this notice to include street trees and sidewalks.

E. Discussion of revitalization of downtown area program

Council agreed to move this agenda item to the March 16, 2015 Council Meeting due to the lateness of the hour.

F. Discussion of allowing golf carts to drive on streets in North Plains

Council agreed to move this agenda item to the March 16, 2015 Council Meeting due to the lateness of the hour.

G. Discussion of Providing Radon Kits for sale from City Hall

DeBry presented the staff report. There has been discussion recently regarding radon levels in Washington County. The State of Oregon Public Health Division recommends that all residences be tested for radon regardless of the risk level assigned to the home's geographic location. Detecting radon and mitigating the problem is relatively easy, and within the financial means of most property owners.

Within the City no vendors sell radon kits. Radon kits are offered at stores such as Target, Lowe's or Home Depot and range in price from \$12-\$15. They can also be obtained online from the American Lung Association and Amazon. Staff is presenting this item to ask Council if it would like to keep a small stock of kits (5-10) and make them available to residents to purchase at City Hall.

The consensus of the Council was to approve having some units available for sale at City Hall.

10. UNFINISHED BUSINESS:

A. City Council Goals discussion

Council agreed to move this agenda item to the March 16, 2015 Council Meeting due to the lateness of the hour.

11. ORDINANCES:

FIRST READING:

- A. Introduction Ordinance No. 424—amending Municipal Chapter 1.40.010 and 1.40.020 regarding the Parks Board membership

DeBry presented the staff report for Ordinance No.424. Council had discussed the qualifications for membership at an earlier meeting. There were two options presented regarding the qualifications for those who live outside the city limits. It could include everyone who lives in the 97133 zip code area or residents within a specified radius from city hall. Discussion ensued.

Motion by Whitehead. Second by Simmons to read Ordinance No. 424 by title only for the first time with the option of including residents who live within the 97133 zip code area.

Hatcher read Ordinance No. 424 an Ordinance of the City Council of the City of North Plains, Oregon amending Municipal Chapter 1.40.010 and 1.40.020 regarding the Parks Board membership by title only for the first time.

SECOND READING:

None Scheduled

12. CITY MANAGER REPORT

DeBry stated that her updates had been included in her weekly report.

13. COUNCIL REPORTS

Hatcher reported there will be a meeting between Washington County and Natures Needs on March 9, 2015. The contract with Natures Needs is up for renewal and they will be re-negotiating that contract.

14. ADVICE/INFORMATION ITEMS:

- Country Dance with DT & Country, Saturday, March 21 at 7:30 at Jessie Mays Community Hall-fundraiser for North Plains Senior Center.
- Community Vision Steering Committee, Tuesday March 31, 2014 at 6:30 p.m. at the Washington County Fire Station in North Plains.
- Volunteer Recognition Spaghetti Dinner, Thursday, April 9 at 6:00 p.m. at Jessie Mays

15. EXECUTIVE SESSION

- A. Adjourn to Executive Session in accordance with ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

Mayor Hatcher called the executive session to order at 9:50 p.m. The City Recorder read the required ORS statement in regard to executive sessions.

An Executive Session was convened under ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

Following discussion in executive session the Mayor adjourned the executive session.

At 10:15 p.m. Mayor Hatcher called the regular session back to order.

16. ADJOURNMENT: Council adjourned the meeting at 10:16 p.m.

David Hatcher, Mayor

Margaret L. Reh, City Recorder

Date approved _____

MEMORANDUM

TO: Honorable Mayor and North Plains City Council

FROM: Heather R. Martin, Office of the City Attorney *Hrem*

SUBJECT: City Manager Evaluations

DATE: March 10, 2015

Pursuant to the discussion at the last City Council meeting, attached to this memo is an updated City Manager evaluation form. There were no changes made to the evaluation questions except that several sections were deleted from the employee and Department Head versions (compensation and future goals) and the cover sheet was updated on all evaluations to reflect the schedule and process that the City Council will use this year. Both versions are attached here for the Council's approval. A version of each evaluation is attached here for Council approval.

If the City Council moves to adopt these evaluation forms, they will be distributed along with two envelopes—one envelope is to be used to seal the evaluation form and the other envelope is the outer envelope with the evaluator's name that is to be returned to the City Recorder by 5pm, Monday, March 30.

All City Councilors, Department Heads, full-time employees and the City Manager should fill out the correct evaluation form (they are all labeled accordingly and will be provided to the City Recorder). These will be distributed by the City Recorder and will also be returned in the sealed envelopes to the City Recorder.

Once the evaluations have been collected by the City Recorder, all of the sealed envelopes are to be sent by the City Recorder to the City Attorney's office. The City Attorney will compile the results into 4 composite categories:

- City Council
- Department Heads
- Employees
- Self-evaluation

The results will then be discussed in executive session on April 6 unless the City Manager requests an open hearing in which event it will be discussed as a regular business item.

March 10, 2015
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Recommended Action: Move to adopt the attached forms to evaluate the City Manager.

Please let me know if you have any questions.

cc: City Manager Martha DeBry
City Recorder Margaret Reuhe

CITY OF NORTH PLAINS - CITY MANAGER EVALUATION

DEPARTMENT HEAD

March 2015

PURPOSE: The purpose of the City Manager's performance evaluation and development report is to increase communication between the City Council and the City Manager concerning the City Manager's performance in the accomplishment of his/her assigned duties and responsibilities. It shall also establish specific work-related goals and objectives.

PROCESS: The City Council shall conduct a written review and evaluation of the City Manager's work performance annually (City Manager Contract Section VII). The results of an evaluation shall commend areas of good performance and point out areas for improvement. It shall also be the basis for contract extension and compensation decisions.

1. If the criteria, standards and policy directives change, a public process is to be followed as outlined in ORS 192.660(1)(i).
2. Evaluation forms are distributed to all Councilors, the Mayor, the City Manager, Department Heads and all full-time employees ("FTE").
3. Everyone will complete the form and return it in a sealed envelope to the City Recorder who will forward all sealed envelopes containing evaluations to the City Attorney.
4. The City Attorney will tabulate the results of the evaluation forms with three separate categories: 1) Council and Mayor; 2) Department Heads; and 3) FTEs, and will distribute a composite evaluation form, including the City Manager's self-evaluation, to the Mayor prior to the Executive Session Evaluation Meeting. Copies of the same will be distributed to the Councilors and City Manager at the Executive Session Evaluation Meeting.
5. The Mayor and Councilors will meet with the City Manager in Executive Session to jointly review the evaluations unless the City Manager requests an open hearing.

6. The evaluation process shall occur annually which will include:

March 16, 2015	Evaluation criteria adopted by Council, sent out to all participants
April 6, 2015	Review the official composite report provided by the City Attorney after feedback is consolidated. Discuss report and meet with the City Manager in an Executive Session to go over the report and establish goals.
April 20, 2015	Contract review and negotiation
May	Contract approval
July 1	Start date for new contract

INSTRUCTIONS: Review the City Manager's work performance for the entire period; try to refrain from basing judgment on recent events or isolated incidents only. Disregard your general impression of the City Manager and concentrate on one factor at a time.

Evaluate the City Manager on the basis of standards you expect to be met for each assignment taking into consideration the length of time on the job. Check the number which most accurately reflects the level of performance for the factor appraised using the rating scale described below. If you did not have an opportunity to observe a factor during this evaluation period, please indicate in the "N/O" column next to the factor.

RATING SCALE /DEFINITIONS (1-5):

- (1) Unsatisfactory: The employee's work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.
 - (2) Improvement Needed: The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance.
 - (3) Meets Job Standards: The employee's work performance consistently meets the standards of the position.
 - (4) Exceeds Job Standards: The employee's work performance is frequently or consistently above the level of a satisfactory employee but has not achieved an overall level of outstanding performance.
 - (5) Outstanding: The employee's work performance is consistently excellent when compared to the standards of the job.
- (N/O) No opinion or Not observed.

Please complete the following evaluation of the City Manager using this rating scale/definitions listed above:

AREAS OF EVALUATION AND ACHIEVEMENTS

City Council Relationships	1	2	3	4	5	N/O
1. Implements policies and programs approved by the City Council.						
2. Reports to the Council in a timely, clear, concise and thorough manner.						
3. Aids the Council in establishing long range goals.						
4. Keeps the Council informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.						
5. Provides the Council with clear, impartial reports of anticipated issues that could come before it.						
6. Anticipates and advises the Council regarding important foreseeable problems, needs, and opportunities.						
7. Makes recommendations where appropriate but allows the Council to make policy decisions without exerting undue pressure.						
Additional Comments:						

Public Relations	1	2	3	4	5	N/O
8. Projects a positive public image.						
9. Is courteous to the public at all times.						
10. Maintains effective relations with media representatives.						
11. Keeps commitments to the public.						
12. Seeks to use criticism of self or city in positive ways.						
Additional Comments:						

Intergovernmental Relations	1	2	3	4	5	N/O
13. Works well with other City Administrators/Managers.						
14. Represents the City's interests with the school district.						
15. Pursues financial resources (cost sharing, grants, partnerships, etc.) from and with other entities.						
16. Serves as a conduit between auditors and City Councilors.						
Additional Comments:						

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Leadership	1	2	3	4	5	N/O
17. Motivates others toward accomplishment of work.						
18. Delegates appropriate responsibilities.						
19. Maintains an efficient management team.						
20. Treats team members equally.						
21. Uses effective supervisory skills.						
22. Sets an example for others to follow.						
23. Takes risks and experiments where appropriate.						
24. Encourages group problem-solving.						
25. Shares credit with all team members.						

Additional Comments:

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Management	1	2	3	4	5	N/O
26. Prepares a realistic annual budget.						
27. Controls expenditures in accordance with an approved budget.						
28. Keeps Council informed about revenues and expenditures, actual and projected.						
29. Ensures that the budget addresses the City Council's goals and objectives, and is understandable to/by the public.						
30. Seeks efficiency, economy and effectiveness in all programs.						
31. Makes sound decisions that consider cost/benefit.						
32. Shows innovation in reducing expenses.						
33. Investigates and utilizes alternative financing.						
Additional Comments:						

Decision Making	1	2	3	4	5	N/O
34. Has the vision, confidence and will to make decisions in the best long-term interest of the community.						
35. Attempts to obtain all available facts prior to making a decision.						
36. Develops, considers and weighs possible alternative solutions and their consequences before making a decision.						
37. Makes decisions on a timely basis.						
38. Accepts responsibility for making and implementing key administrative decisions.						
39. Identifies, analyzes, and impartially describes important current problems and issues.						
40. Listens to and seeks information in an open manner, not judging a situation before the circumstances are known.						
41. Is receptive to suggestions.						
42. Is creative and innovative where appropriate.						
Additional Comments:						

Communication	1	2	3	4	5	N/O
43. Oral communication is clear, concise and articulate.						
44. Written communications are clear, concise and accurate.						
45. Chooses the right time to deliver messages to the right people.						
46. Is accessible to the public by phone, e-mail or in the office.						
47. Is a good listener.						
48. Is an effective public speaker.						
49. Makes continuous effort in speaking and in writing to educate the public on city problems and operations.						
50. Handles inquiries appropriately from the news media.						
51. Provides abundant (non-confidential) information.						
Additional Comments:						

Personal Traits	1	2	3	4	5	N/O
52. Is visionary and willing to try new things when appropriate.						
53. Demonstrates initiative.						
54. Exercises good judgment and common sense.						
55. Is fair and impartial.						
56. Is creative in developing practical solutions to problems faced in the course of work.						
57. Controls emotions effectively in difficult situations.						
58. Has a positive attitude.						
59. Demonstrates personal honesty and frankness in day-to-day relationships.						
60. Seeks to improve own skills and knowledge.						
61. Completes work in acceptable time periods.						
62. Performs work accurately.						
63. Maintains confidences.						
64. Listens to opinions of others and adjusts positions on issues when appropriate.						
65. Shows consistency in positions taken on issues, even with different audiences.						
66. Uses tact and diplomacy.						
Additional Comments:						

Community	1	2	3	4	5	N/O
67. Seeks to understand and respond to community needs.						
68. Builds positive relationships with the community, including businesses, non-governmental organizations, citizen groups and citizens at large.						
69. Is open to suggestions from the public concerning improvements in services.						
70. Resolves citizen complaints consistent with Council policy in a timely manner.						
71. Is open and honest with citizens.						
72. Utilizes consensus-building skills with citizen groups and with citizens.						
Additional Comments:						

Managing for the Future	1	2	3	4	5	N/O
73. Encourages personal development and growth of staff.						
74. Allows time and funding for staff to attend appropriate training sessions.						
75. Embraces the concept of strategic planning and strives to achieve long range goals.						
76. Recognizes need for specific disciplinary action and takes appropriate action in a timely fashion.						
Additional Comments:						

SUMMARY RATING				
Overall Performance Rating - considering the results obtained against established performance standards as well as overall job performance, the following rating is provided: Check one				
Unsatisfactory	Improvement Needed	Meets Job Standards	Exceeds Job Standards	Outstanding
Comments:				

UPON COMPLETION PLEASE PUT THIS EVALUATION IN THE ATTACHED ENVELOPE, SEAL AND RETURN IT TO THE CITY RECORDER. THE CITY RECORDER WILL KEEP TRACK OF THE EVALUATIONS THAT ARE RETURNED. PLEASE NOTE THAT YOUR EVALUATION WILL REMAIN IN THE SEALED ENVELOPE UNTIL IT IS PASSED ON TO THE CITY ATTORNEY.

THIS EVALUATION MUST BE COMPLETED AND RETURNED TO THE CITY RECORDER BY CLOSE OF BUSINESS ON MONDAY MARCH 30, 2015.

CITY OF NORTH PLAINS - CITY MANAGER EVALUATION
CITY COUNCIL/MAYOR
March 2015

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5. The Mayor and Councilors will meet with the City Manager in Executive Session to jointly review the evaluations unless the City Manager requests an open hearing.

6. The evaluation process shall occur annually which will include:

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April 20, 2015	Contract review and negotiation
May	Contract approval
July 1	Start date for new contract

INSTRUCTIONS: Review the City Manager's work performance for the entire period; try to refrain from basing judgment on recent events or isolated incidents only. Disregard your general impression of the City Manager and concentrate on one factor at a time.

Evaluate the City Manager on the basis of standards you expect to be met for each assignment taking into consideration the length of time on the job. Check the number which most accurately reflects the level of performance for the factor appraised using the rating scale described below. If you did not have an opportunity to observe a factor during this evaluation period, please indicate in the "N/O" column next to the factor.

RATING SCALE /DEFINITIONS (1-5):

(1) **Unsatisfactory:** The employee's work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.

(2) **Improvement Needed:** The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance.

(3) **Meets Job Standards:** The employee's work performance consistently meets the standards of the position.

(4) **Exceeds Job Standards:** The employee's work performance is frequently or consistently above the level of a satisfactory employee but has not achieved an overall level of outstanding performance.

(5) **Outstanding:** The employee's work performance is consistently excellent when compared to the standards of the job.

(N/O) No opinion or Not observed.

Please complete the following evaluation of the City Manager using this rating scale/definitions listed above:

AREAS OF EVALUATION AND ACHIEVEMENTS

City Council Relationships	1	2	3	4	5	N/O
1. Implements policies and programs approved by the City Council.						
2. Reports to the Council in a timely, clear, concise and thorough manner.						
3. Aids the Council in establishing long range goals.						
4. Keeps the Council informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.						
5. Provides the Council with clear, impartial reports of anticipated issues that could come before it.						
6. Anticipates and advises the Council regarding important foreseeable problems, needs, and opportunities.						
7. Makes recommendations where appropriate but allows the Council to make policy decisions without exerting undue pressure.						
Additional Comments:						

Public Relations	1	2	3	4	5	N/O
8. Projects a positive public image.						
9. Is courteous to the public at all times.						
10. Maintains effective relations with media representatives.						
11. Keeps commitments to the public.						
12. Seeks to use criticism of self or city in positive ways.						
Additional Comments:						

Intergovernmental Relations	1	2	3	4	5	N/O
13. Works well with other City Administrators/Managers.						
14. Represents the City's interests with the school district.						
15. Pursues financial resources (cost sharing, grants, partnerships, etc.) from and with other entities.						
16. Serves as a conduit between auditors and City Councilors.						
Additional Comments:						

Leadership	1	2	3	4	5	N/O
17. Motivates others toward accomplishment of work.						
18. Delegates appropriate responsibilities.						
19. Maintains an efficient management team.						
20. Treats team members equally.						
21. Uses effective supervisory skills.						
22. Sets an example for others to follow.						
23. Takes risks and experiments where appropriate.						
24. Encourages group problem-solving.						
25. Shares credit with all team members.						
Additional Comments:						

Management	1	2	3	4	5	N/O
26. Prepares a realistic annual budget.						
27. Controls expenditures in accordance with an approved budget.						
28. Keeps Council informed about revenues and expenditures, actual and projected.						
29. Ensures that the budget addresses the City Council's goals and objectives, and is understandable to/by the public.						
30. Seeks efficiency, economy and effectiveness in all programs.						
31. Makes sound decisions that consider cost/benefit.						
32. Shows innovation in reducing expenses.						
33. Investigates and utilizes alternative financing.						
Additional Comments:						

Decision Making	1	2	3	4	5	N/O
34. Has the vision, confidence and will to make decisions in the best long-term interest of the community.						
35. Attempts to obtain all available facts prior to making a decision.						
36. Develops, considers and weighs possible alternative solutions and their consequences before making a decision.						
37. Makes decisions on a timely basis.						
38. Accepts responsibility for making and implementing key administrative decisions.						
39. Identifies, analyzes, and impartially describes important current problems and issues.						
40. Listens to and seeks information in an open manner, not judging a situation before the circumstances are known.						
41. Is receptive to suggestions.						
42. Is creative and innovative where appropriate.						
Additional Comments:						

Communication	1	2	3	4	5	N/O
43. Oral communication is clear, concise and articulate.						
44. Written communications are clear, concise and accurate.						
45. Chooses the right time to deliver messages to the right people.						
46. Is accessible to the public by phone, e-mail or in the office.						
47. Is a good listener.						
48. Is an effective public speaker.						
49. Makes continuous effort in speaking and in writing to educate the public on city problems and operations.						
50. Handles inquiries appropriately from the news media.						
51. Provides abundant (non-confidential) information.						
Additional Comments:						

Personal Traits	1	2	3	4	5	N/O
52. Is visionary and willing to try new things when appropriate.						
53. Demonstrates initiative.						
54. Exercises good judgment and common sense.						
55. Is fair and impartial.						
56. Is creative in developing practical solutions to problems faced in the course of work.						
57. Controls emotions effectively in difficult situations.						
58. Has a positive attitude.						
59. Demonstrates personal honesty and frankness in day-to-day relationships.						
60. Seeks to improve own skills and knowledge.						
61. Completes work in acceptable time periods.						
62. Performs work accurately.						
63. Maintains confidences.						
64. Listens to opinions of others and adjusts positions on issues when appropriate.						
65. Shows consistency in positions taken on issues, even with different audiences.						
66. Uses tact and diplomacy.						
Additional Comments:						

Community	1	2	3	4	5	N/O
67. Seeks to understand and respond to community needs.						
68. Builds positive relationships with the community, including businesses, non-governmental organizations, citizen groups and citizens at large.						
69. Is open to suggestions from the public concerning improvements in services.						
70. Resolves citizen complaints consistent with Council policy in a timely manner.						
71. Is open and honest with citizens.						
72. Utilizes consensus-building skills with citizen groups and with citizens.						
Additional Comments:						

Managing for the Future	1	2	3	4	5	N/O
73. Encourages personal development and growth of staff.						
74. Allows time and funding for staff to attend appropriate training sessions.						
75. Embraces the concept of strategic planning and strives to achieve long range goals.						
76. Recognizes need for specific disciplinary action and takes appropriate action in a timely fashion.						
Additional Comments:						

ACHIEVEMENTS RELATIVE TO OBJECTIVES FOR THIS EVALUATION PERIOD
Comments:

SALARY ADJUSTMENT

Based on the appraisal of the manager's performance over the previous twelve (12) months, do you recommend a salary increase? Circle one

YES or NO

Max: 5% (per contract) - reconcile with cost of living or union increases.

FUTURE GOALS AND OBJECTIVES

Specific goals and objectives to be achieved by the city manager (and council?) during/in the next evaluation period: [list]

1.

2.

3.

4.

5.

6.

7.

8.

9.

SUMMARY RATING

Overall Performance Rating - considering the results obtained against established performance standards as well as overall job performance, the following rating is provided: Check one

Unsatisfactory	Improvement Needed	Meets Job Standards	Exceeds Job Standards	Outstanding

Comments:

UPON COMPLETION PLEASE PUT THIS EVALUATION IN THE ATTACHED ENVELOPE, SEAL AND RETURN IT TO THE CITY RECORDER. THE CITY RECORDER WILL KEEP TRACK OF THE EVALUATIONS THAT ARE RETURNED. PLEASE NOTE THAT YOUR EVALUATION WILL REMAIN IN THE SEALED ENVELOPE UNTIL IT IS PASSED ON TO THE CITY ATTORNEY.

THIS EVALUATION MUST BE COMPLETED AND RETURNED TO THE CITY RECORDER BY CLOSE OF BUSINESS ON MONDAY MARCH 30, 2015.



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: March 13, 2015
To: Mayor and City Council
From: Police Chief Bill Snyder
Subject: Resolution No. 1879 authorizing the amendment and execution of an intergovernmental agreement between the City of North Plains and the User Board of the Regional Justice Information Network (RegJIN)

Request: Council to consider and approve Resolution Number 1879 amending and entering into an intergovernmental agreement with the user board of the Regional Justice Information Network.

Background: Chief Snyder and Officer Peterson have communicated with the Council that this shared database program was in the works. The details of this program are in the attached supporting documents.

Fiscal Impact: No additional costs.

Environmental Issues: There will be no environmental impact with this topic.

Sample Motion: I move to approve Resolution No.1879 authorizing amendment and execution of an intergovernmental agreement between the City of North Plains and the User Board of the Regional Justice Information Network (RegJIN).

Attachment – Resolution No. 1879

RESOLUTION NO. 1879

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH PLAINS,
OREGON, AUTHORIZING THE AMENDMENT AND EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTH PLAINS
AND THE USER BOARD OF THE REGIONAL JUSTICE INFORMATION NETWORK
(RegJIN)**

WHEREAS, the City of North Plains is entering into an agreement with the City of Portland and the User Board of the Regional Justice Information Network as a Regional Partner Agency (RPA); and

WHEREAS, the City of Portland has acquired a law enforcement Records Management System ("System") to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the City of Portland and the City of North Plains are both signatories to the Intergovernmental Agreement for the User Board of the Regional Justice Information Network (RegJIN); and

WHEREAS, the City of North Plains will have full use of the System as per the Agreement and have agreed to the terms of the agreement.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF NORTH PLAINS, OREGON, authorizes the Mayor to execute an intergovernmental agreement, a copy of which is marked Exhibit "A", attached hereto and by this reference incorporated herein, with the User Board of the Regional Justice Information Network (RegJIN).

INTRODUCED AND ADOPTED this 16th day of March, 2015.

CITY OF NORTH PLAINS, OREGON

BY: _____
David Hatcher, Mayor

ATTEST:

BY: _____
Margaret L. Reh, City Recorder

**RegJIN PARTICIPANT INTERGOVERNMENTAL AGREEMENT
REGIONAL PARTNER AGENCY – FULL ENTRY**

This Intergovernmental Agreement (“Agreement”) is made effective on 01-01-15 (“Effective Date”) by and between the City of Portland, a municipal corporation of the State of Oregon, and its successors or assigns (hereinafter referred to as “City”) and City of North Plains(hereinafter referred to as “RPA”), a(n) municipal corporation, by and through their duly authorized representatives. Authority to enter into the Agreement is pursuant to Oregon Revised Statutes (“ORS”) 190.003.

This Agreement may refer to the City and RPA individually as a “Party” or jointly as the “Parties.”

This Agreement shall be perpetual and remain in effect unless otherwise terminated per the terms of this Agreement.

RPA Contact:

Police Chief Bill Snyder

City of North Plains Police
31360 NW Commercial St
North Plains, OR 97133

TEL: 503-647-2604

E-MAIL: bills@northplains.org

City of Portland Contact:

Captain John Brooks

Portland Police Bureau
1111 SW 2nd Avenue
Portland, OR 97204

TEL: (503) 823 - 0000

E-MAIL: john.brooks@portlandoregon.gov

RECITALS

WHEREAS, the City has acquired a law enforcement Records Management System (“System”) to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the City and the RPA are both signatories to the Intergovernmental Agreement for the User Board of the Regional Justice Information Network (RegJIN); and

WHEREAS, the RPA is an Entry RPA as defined in the Intergovernmental Agreement for the User Board of the RegJIN and herein; and

WHEREAS, the RPA desires to fully use the System; and

WHEREAS, the City and the RPA desire to enter into this Agreement and being fully advised; and

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. DEFINITIONS:

The following is a definition of terms used herein:

- A. "Access" means the authority granted by the City to the RPA's Authorized Users to review or receive information from the System.
- B. "Agreement" means this Participating Intergovernmental Agreement and all the Terms and Conditions, including all the documents referenced in the Order of Precedence.
- C. "Amendment" means a written document required to be signed by both Parties when in any way altering the Terms and Conditions or provisions of the Agreement.
- D. "Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID and Password, as established by a System Administrator.
- E. "Authorized System User" means any User that has passed the authentication process of the System and is thereby authorized to Use the System's functions and components based on the permissions established by that User's credentials (User ID and password, fingerprints, etc.).
- F. "City Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPAA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.
- G. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.
- H. "Cost Allocation Formula" means the Plan, adopted by the City based on recommendations by the User Board that apportions capital, operation, maintenance, repair and equipment replacement costs and use of grant funding among the Entry RPAs and Inquiry Only RPAs. The Cost Allocation Formula may be amended as provided for in the User Board Master IGA.

- I. "Criminal History Record Information" means information collected by criminal justice agencies and stored or available through the System on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional supervision, and release.
- J. "Criminal Justice Information" means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and investigative and intelligence information. It does not include agency personnel or administrative records used for agency operations or management.
- K. "Days" shall mean calendar days, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later, unless otherwise specified by the Agreement.
- L. Defects means one of the five types of Defects listed below and as outlined in Exhibit E, ReJIN Support Model, Figure 1:
 - 1) "Material Defect" means an Error that impairs the Products as described in Critical Defect and for which no fix is available or forthcoming.
 - 2) "Critical Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the User base of the Production System are impacted in the same manner as defined in the System maintenance and support agreement for a Critical Defect.
 - 3) "High Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the active User base of the Production System and/or Hot Standby System environment are impacted in the same manner as defined in the System maintenance and support agreement for a High Defect.
 - 4) "Medium Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor.
 - 5) "Low Defect" means a Defect as defined in the System maintenance and support agreement between the City and the System Contractor. "Dissemination (Disseminate)" means the transmission of information, whether in writing, or electronically, to anyone outside the RPA that maintains the information, except reports to an authorized repository.
- M. "Documentation" means User manuals, and other written and electronic materials in any form that describe the features or functions of the System, including but not limited to published specifications, technical manuals, training manuals, and operating instructions.
- N. "Entry RPA" means a law enforcement agency that has signed the User Board IGA and this Participant IGA with the City. Entry RPA, the City and their Authorized Users enter data into the System.
- O. "Equipment" means any hardware, machinery, device, tool, computer, computer components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and

maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the System.

- P. "Error" means any Defect, problem, condition, bug, or other partial or complete inability of the System to operate in accordance with the applicable Specifications and Documentation.
- Q. "Interface" means a point of interaction between System components or the device or code which enables such interaction; applicable to both Equipment and Software.
- R. "Inquiry Only RPA" means a law enforcement agency that has signed a Participant IGA with the City, providing Access to view System data but does not input any agency data into the System.
- S. "Intelligence and Investigative Information" means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.
- T. "Material Breach" means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.
- U. "Mobile Data Computer (MDC)" means commercial grade mobile computers operating in a law enforcement vehicle or otherwise not connected via a local or wide area network that are capable of Accessing System servers via a network connection that is compliant with the Federal Bureau of Investigation's Criminal Justice Information System (CJIS) security policies.
- V. "Operation and Maintenance Cost" shall mean the budgeted amount required for the operation, maintenance, and support of the System which may include, but not be limited to, the direct cost for: license fees, vendor support costs, software and hardware upgrade and/or replacement costs, administrative support of the User Board, maintenance, personnel, direct costs, facilities use and rental costs, and training for the upcoming year.
- W. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing System servers via a CJIS compliant connection.
- X. "Person" means an individual of any age, concerning whom Criminal History Record Information is contained in, or accessible through the System.
- Y. "RPA Asset" shall mean hardware, software, equipment, real property and fixtures, owned or leased by the RPA.
- Z. "Specifications" shall mean the specifications contained in the contract between the City and the Contractor for the System governing its implementation and use by the City, Entry RPA, and Inquiry Only RPA.
- AA. "System" is the law enforcement records management system acquired and implemented by the City of Portland for use by the Portland Police Bureau and the RPA.
- BB. "System Administrator" shall mean a specially trained Authorized User that is authorized to perform System administrative functions.

- CC. "System Manager" is the individual with designated named backups appointed by the City of Portland to manage and operate the System on a daily basis.
- DD. "Use" means the City authorized Access given to RPA to assign Users, permission levels, enter data, and receive information from the System.
- EE. "User" shall mean any person employed by or working on behalf of the City or an RPA, the City's and RPA's Bureaus and Divisions, Officers, Directors, and any person or entity authorized by the City and/or RPA to provide it with Services requiring use of the System, and to use the City's or an RPA's resources in whole or in part, in the course of assisting the City or an RPA.
- FF. "User Board" shall mean the advisory body for the System that operates under the Master Intergovernmental Agreement for the User Board of the Regional Justice Information System Network (RegJIN).
- GG. "User Fees" are fees set by the City for RPA Access and use of the System and as agreed to between the City and a RPA in a Participating IGA. User Fees shall be updated annually based on the Cost Allocation Formula and do not require an Amendment.
- HH. "Withdrawal Plan" is a plan outlined in the User Board Master IGA, providing the manner of complete withdrawal of the RPA from this Agreement or for the RPA to change to an Inquiry Only RPA.

2. ORDER OF PRECEDENCE:

In the event there is a conflict between the terms and conditions of one portion of this Agreement with another portion of this Agreement, the conflict will be resolved by designating which portion of the Agreement documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Agreement the order of precedence shall be:

Exhibit A – User Fees (Fiscal Year 2014-2015)

Exhibit B – Use Policy for LInX Northwest

Exhibit C – System Procedures and Use Policy*

Exhibit D – Equipment and Security Requirements*

Exhibit E – Exhibit E, RegJIN Support Model*

*Exhibits C, D, and E are available on the System's website at:

<http://www.portlandonline.com/regjinrc/index.cfm?&c=51409>. Exhibits C, D, and E will be revised as necessary to conform to updated requirements and procedures.

3. STATEMENT OF PURPOSE:

The purpose of this Agreement is to define the terms and conditions under which the System will be Accessed and Used by the RPA.

4. SYSTEM ACCESS:

The City will contract with the System Contractor and will own all licenses to Access the System. The City will provide the RPA's Users Access to the System.

5. CITY PROVIDED SERVICES:

- A. Enable Access via Equipment, including PCs, MDC, and other hand held devices for Authorized Use of the System by RPA Users.
- B. Provide the capability through the System to generate Oregon National Incident Reporting System (O-NIBRS) data for the RPA and to upload the O-NIBRS data to the State of Oregon in the proper format.
- C. Provide procedures, instructions and other documents to the RPA regarding the methods available and minimum requirements for RPAs' PCs and MDCs to gain Access to the System.
- D. Provide instructions, documents, and arrange for the necessary training to certify one or more RPA System Administrators to perform limited administrative functions such as adding and removing Users from the System, establishing User IDs and passwords, setting up each User's Authorized Uses, and resetting passwords. RPA System Administrators will be trained as required, but not more than five (5) RPA employees will be trained at any one time.
- E. Support the RPA's System Administrators in the performance of their System related administrative functions.
- F. Provide training materials, training mentors and access to the System's training environment to enable RPA trainers to provide System training and instruction to RPA Users.
- G. Maintain and administer the System according to City of Portland Information Technology policies and procedures including backup and restore, operating system patches, and System version upgrades as required and certified by the System Contractor.
- H. Monitor, audit, and trouble-shoot the upload of appropriate information from the System to the Oregon Law Enforcement Data System (LEDS), NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.
- I. Ensure that audit logs are maintained in the System in accordance with CJIS requirements.
- J. The City will provide a 24-hour, 365 days per year phone line for RPAs to report System problems, Errors or Defects. Protocol for addressing System problems, Errors or Defects is established in Exhibit E, RegJIN Support Model.

6. RPA RESPONSIBILITY:

- A. Compliance with Applicable Law. RPA warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.

- B. The RPA acknowledges and agrees that RPA employees will only use the System for Authorized Uses. Permission to use the information available in or through the System other than for Authorized Use shall be obtained in writing from the City prior to any such use.
- C. The RPA acknowledges and agrees that RPA employees and subcontractors will only Access the System and information available in or through the System as authorized in this Agreement. Permission to Access the System or information available in or through the System other than as authorized in this Agreement shall be obtained in writing from the City prior to any such Access.
- D. The RPA acknowledges and agrees that the RPA, RPA employees, and RPA subcontractors will not modify through computer programming or other techniques the functions, capabilities, and operations of the System unless written authorization is provided by the System Manager prior to performing such modifications.
- E. The RPA acknowledges and agrees that; pursuant to the directions of the Oregon State Police and Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy; the City shall establish policy and exercise management control over all operations of the System. The System Procedures and Use Policy is attached as Exhibit C.
- F. RPA Administrators shall be responsible for creating User IDs, passwords, and establishing the Authorized Uses of the System for RPA Users within the constraints of the policies and procedures established by the City for such Users.
- G. RPA is responsible for providing its own Equipment, including PCs, MDCs, printers, and other RPA located devices required by RPA Users of the System.
- H. The RPA acknowledges and agrees that all RPA Equipment such as PCs and MDCs with Access to the System will be configured to meet the System's minimum requirements to gain Access as specified in Exhibit D: Equipment and Security Requirements.
- I. The RPA acknowledges and agrees that all RPA Users shall meet the Personnel Security requirements specified in Exhibit D: Equipment and Security Requirements.
- J. RPA is responsible for maintaining RPA PCs and MDCs according to City established requirements as specified in Exhibit D: Equipment and Security Requirements for the System.
- K. RPA is responsible for installing, configuring and providing network access to devices located in RPA facilities and vehicles including, but not limited to, printers, scanners, and image capture devices.
- L. RPA is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables RPA PCs to reach the System's network demarcation points.
- M. RPA is responsible for providing network connectivity that meets CJIS security policies and for providing all network communication devices and Equipment between RPA MDCs and the System.
- N. RPA is responsible for ensuring that all RPA network infrastructure and workstations with

Access to the System comply with the most current CJIS security policy including, but not limited to, the physical security of workstations and MDCs that are able to Access the System, access control, identification and authentication, information flow enforcement, and system and information integrity. RPA may contact the City to determine how to obtain the most current version of the CJIS security policy document. The RPA is responsible for curing any problems uncovered as a result of an FBI audit. The City reserves the right to request and receive within a reasonable period, verification of RPA's compliance with CJIS policies.

- O. RPA is responsible for correcting any O-NIBRS data identified by the System or by the State.
- P. RPA is responsible for providing the City with the most current contact information for the RPA's security personnel and any changes thereof within seven (7) days of the change.
- Q. RPA is responsible for ensuring that all RPA Users that are granted Authorized Use of the System comply with the appropriate CJIS security requirements.
- R. RPA is responsible for checking the accuracy of, and generating standard O-NIBRS data for RPA and for the upload of the O-NIBRS information to the State of Oregon through the System.
- S. RPA acknowledges and agrees that data entered into the System by RPA Users shall conform to the standards and procedures established for the System as described in Exhibit C, System Procedures and Use Policy. The City shall notify the RPA in writing if data entered by RPA Users is found to be nonconforming to the established standards and procedures. The RPA shall, at its option, 1) Correct such data using RPA resources as soon as practicable, but not to exceed thirty (30) days, or 2) request assistance by the City and reimburse the City for any costs associated with the City's removing or performing remedial actions on RPA data required to bring the data into conformance with established standards and procedures.

7. LInX NORTHWEST:

- A. The RPA acknowledges and agrees to abide by all use policies set forth for participation in the NCIS Law Enforcement Information Exchange (LInX Northwest) system as stipulated in Exhibit B: Use Policy for LInX Northwest.
- B. The RPA authorizes the City to provide the RPA's public records category data that is contained in the RegJIN RMS to LInX Northwest for Access and authorized Use by LInX Northwest users.

8. CONFIDENTIALITY:

- A. Maintenance of Confidentiality. The City and RPA shall treat as confidential any Confidential information that has been made known or available to them or that an Entry RPA has received, learned, heard or observed; or to which an RPA has had access. The City and RPA shall use Confidential information exclusively for the City or RPA's benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the City or RPA, in no event shall the City or RPA publish, use, discuss or cause or permit to be disclosed to any other person such Confidential information. The City and RPA shall (1) limit disclosure of the Confidential information to those directors, officers, employees and agents of the City or RPA who need to know the Confidential information,

(2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as the City or RPA employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City or RPA who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the City or RPA's possession or custody or under its control. The City and RPA are expressly restricted from and shall not use Confidential intellectual property of the City or providing RPA without the City or that RPA's prior written consent.

- B. The RPA acknowledge that each RPA is subject to the Oregon or Washington Public Records Acts, as applicable, and Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by the City or a RPA, a public record and subject to disclosure. RPA receiving a public records request agrees, consistent with its state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon or Washington Statutes and Federal laws. Within the limits and discretion allowed by those laws, the City and RPA will maintain the confidentiality of information.
- C. The RPA acknowledge and agree that the City and each RPA owns its own data in the System. RMS data can only be disclosed by the agency that entered it. In the event of a public record request for System data which belongs to the City or another RPA, the City or receiving RPA shall inform both the requestor and the appropriate RPA within two business days that it is not the custodian of record for the requested data and identify the RPA that may be able to comply with the public record request.
- D. The RPA acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to the City or providing RPA. In the event of a breach or threatened breach of this Agreement, the City or affected RPA may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

9. LIMITS ON DISSEMINATION:

The RPA's Dissemination of Criminal Justice Information available in or through the RegJIN RMS shall follow current Criminal Justice Information policies and procedures and/or other applicable State and/or Federal Laws.

10. INFORMATION CONTROL AND RESPONSIBILITY:

Additions, modifications, and deletions of information stored in the RegJIN RMS shall be restricted to specifically authorized RPA Users and devices. The City will provide the RPA with a list of RPA sworn personnel, Users and devices that are permitted Access to the System on an annual basis. The RPA shall verify the list and report any discrepancies within 60 days. The responsible Party shall update the list of authorized Users and devices in a timely manner.

11. EQUITABLE REMEDIES:

The RPA acknowledges that unauthorized disclosure of City Confidential Information or misuse of a City computer system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

12. SECURITY:

- A. Physical Security – the RPA shall be responsible for maintaining the physical security of all devices that are authorized to Access the System, as well as any printed output or System Documentation which might permit unauthorized Access to, or Use of the System from within the RPA.
- B. On-Line Security – The System contains procedures and tools to ensure that only authorized RPA Users and RPA devices can Access the information available in or through the System. RPA Users will be required to enter System User IDs and passwords before gaining Access to the System. System functions and System data. The RPA is responsible for issuing individual System User IDs and passwords to RPA Users. The RPA acknowledges and agrees that RPA employees will not share System User IDs and passwords.
- C. Personnel Security – Any individuals that are provided Access to the System by the RPA through the issuing of System IDs and passwords shall undergo the following security checks:
 - 1) A personal background investigation equivalent to a background investigation that would enable them to Access the RPA's own confidential information.
 - 2) Be fingerprinted and their identification and personal history verified through a check of the System's master name index, Oregon LEDS, the National Crime Information Center, and the FBI's Criminal Identification files.
 - 3) Obtain appropriate certifications from the Oregon State Police for any LEDS and NCIC transactions for which the User is authorized to perform within the System.
- D. The RPA acknowledges and agrees to comply with applicable CJIS Security Policy, including, but not limited to, verifying identification, performing a state of residency and national fingerprint-based record check within 30 days of assignment for all personnel who have direct access to Criminal Justice Information through RegJIN and for those RPA employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct access to Criminal Justice Information through RegJIN. If applicable, RPA shall deny or terminate Access and deny issuing or revoke a System User ID and password if, upon investigation, any RPA employee requesting or currently Using a System User ID and password is found to be in violation of current CJIS policy.
- E. The RPA acknowledges and agrees to immediately deactivate the System USER ID and password of any employee or contractor who is no longer an RPA employee, an RPA contractor, or who no longer requires Access to the System.
- F. RPA shall provide immediate notification to the System Manager of any security breach that affects the System or any other City systems. RPA shall provide notification to the System Manager of any incident relating to System integrity such as a computer virus.
- G. Failure to comply with the Security and Access specifications contained in the Agreement and Exhibit D: Equipment and Security Requirements may, at the sole discretion of the City, result in the suspension of the RPA and the RPA Users' Access to the System until such failures are corrected to the City's satisfaction.

13. PROPRIETARY RIGHTS:

All trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to each Party are and will remain the exclusive property of that Party.

14. PAYMENT:

- A. RPA acknowledges and agrees to pay the City the amount set out in Exhibit A: User Fees, which shall conform to the Entry RPA cost allocations contained in the Cost Allocation Formula in the User Board Master IGA in effect at the time of billing.
- B. Additional RegJIN services and/or System functions that are not routinely provided to other Entry RPAs under this Agreement shall be added via Amendment and billed as a separate line item identified in Exhibit A.
- C. Exhibit A, User Fees, shall be adjusted to conform to changes in the Cost Allocation Formula or in the services and/or System functions provided by the City to the RPA.
- D. The City will invoice the RPA annually in conformance with Exhibit A: User Fees.
- E. The RPA shall submit payment within thirty (30) days of receipt of the invoice from the City.
- F. Failure to pay the City as due will suspend the RPA's Access to the System until fully paid up.
- G. In order to conform to the Cost Allocation Formula in the User Board Master IGA and to enable the invoice preparation per Exhibit A, RPA shall provide the City with the RPA's number of authorized sworn personnel plus any correctional deputies that will Access the System by April 1 of the calendar year before the next fiscal year during which the invoices apply.

15. CITY AUDITS:

The City, either directly or through a designated representative, may conduct financial and performance audits directly related to this Agreement. City audits shall be conducted in accordance with generally accepted auditing standards. RPA shall provide the City's internal auditor or external auditor, and their designees with a copy of all reports, including any management letters issued as a result of the specified audits.

Access to Records – The City internal auditor or City external auditor, and their designees, shall be given the right, and the necessary access, to review the work papers of RPA audits if the City deems it necessary. Copies of applicable records shall be made available upon request at no cost to the City.

16. DURATION, WITHDRAWAL AND TERMINATION:

- A. This Agreement is perpetual and shall continue from year to year unless otherwise terminated.
- B. This Agreement may be terminated by either Party by the provision of a 90-Day written notice of termination to the other Party. Termination notices must be provided in writing

and sent by either certified US mail, return receipt requested, or by personal delivery.

- C. The effective date of termination shall be on January 1 of the year following the year during which the 90-day written notice expired.
- D. Upon the effective date of termination, the RPA may remove its RPA assets from the System including any System data belonging to the RPA. All costs associated with the reasonable removal of the RPA's assets including System data owned by the RPA will be the responsibility of the RPA, unless termination notice is provided by the City in which case the City will either keep the data or the RPA will be responsible for all costs associated with the reasonable removal of the RPA's assets including System data owned by the RPA.
- E. A minimum of 180 days shall be allocated for the System Manager to withdraw an RPA's assets including System data owned by the RPA from the System after the date upon which the termination becomes effective. The RPA may, at its option, continue to Access the System during this period.
- F. In the event of termination, RPA shall pay the City for work performed in accordance with the Agreement prior to the effective date of termination.

17. FORCE MAJEURE:

- A. In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.
- B. If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

18. VIOLATIONS OF THE AGREEMENT:

In the event of violation of the provisions of this Agreement, or violation of the security policy by the RPA, RPA employees, and/or RPA contractors, the City shall have the authority to immediately restrict or prohibit Access to the System by RPA Users, RPA PCs, RPA MDCs, and other RPA devices until resolution of the problem to the satisfaction of the City. The RPA shall be notified in writing of such action, given 30 days in which to cure the violation before Access is restricted or prohibited, and there shall be no charge for Access during any time that Access is prohibited.

19: ROLLING ESTOPPEL:

Unless otherwise notified by the RPA, it shall be understood that the City shall have met all its obligations under the Agreement. The City will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from the RPA within ninety (90) Days of the alleged deficiency and the RPA identifies the specific deficiency in the City's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected a

specific performance requirement of City.

20. DISPUTE RESOLUTION:

The RPA shall cooperate with the City to assure that all claims and controversies which arise under this Agreement and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- A. Any dispute between the City and RPA under this Agreement shall be resolved, if possible by the System Manager or their designee on behalf of the City and North Plains designee on behalf of the RPA.
- B. If the System Manager or the System Manager's designee and RPA are unable to resolve any dispute within three (3) Business Days, or such other time as mutually agreed upon, after notice of such dispute is given by either Party to the other, the matter shall be submitted to Bureau of Technology Services Chief Technology Officer on behalf of the City and Information Services Director or City of Hillsboro's Information Services Director who is the designee on behalf of the RPA for resolution, if possible.
- C. If the City's Chief Technology Officer and RPA's Information Services Director, or designee, are unable to resolve any dispute within fourteen (14) Calendar Days, or such other time as mutually agreed upon, the dispute shall be escalated to the Chief of Police/Sheriff.
- D. Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement above within thirty (30) Calendar Days, or such other time as mutually agreed upon, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing binding arbitration or litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- E. Should an equitable solution not result from the foregoing, the City and Contractor shall be free to agree to pursue either binding arbitration, litigation, or other remedies allowed under this Agreement.
- F. In the event the Parties elect to use arbitration to settle the dispute, within thirty (30) Days of a notice by either Party to the other requesting arbitration, the affected RPA shall select an arbitrator from a list of three (3) obtained from Arbitration Services of Portland, Inc. (ASP). For the avoidance of doubt, issues related to technology require an arbitrator with a background in computer systems or technology. The arbitrator shall, for purposes of the arbitration proceedings, apply the rules of mandatory arbitration as adopted by the ASP in effect at the time of the arbitration. Within sixty (60) Days of the appointment of the arbitrator, the Parties shall concurrently submit to the arbitrator (supplying a copy to each other) a written statement of their respective legal and factual positions on the dispute. The arbitrator shall determine, after a hearing on the merits and within forty-five (45) Days after receipt of the statements, the determination of the dispute which determination shall be final and binding. Each Party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each Party shall bear its own expenses for witnesses, depositions, other costs incurred and attorney's fees.

- G. Unless ordered by the City to suspend Access, the RPA shall proceed with Use without any interruption or delay during the pendency of any of the foregoing dispute resolution. During the pendency of any of the foregoing dispute resolution procedures, the RPA shall continue to make all payments that are not in dispute, in accordance with the provisions of the Agreement.

21. NOTICE:

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to the Provider: RegJIN System Manager
Portland Police Bureau
1111 SW Second Avenue, Room 1156
Portland, Oregon 97204-3232

If to the RPA: **Agency Contact Info**
Bill Snyder (name)
Police Chief (title)
North Plains Police Department (office)
31360 NW Commercial St (address)
North Plains, OR 97133 (city, state, zip)

22. AMENDMENTS:

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the City and RPA may amend this Agreement at any time only by written Amendment executed by the City and the RPA.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Agreement as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

23. INTERPRETATION:

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon law. This Agreement shall be construed according to the laws of the State of Oregon without reference to its conflict of law provisions. Any litigation between the City and RPA arising under this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

24. INDEMNIFICATION:

To the extent permitted by the Constitutions and laws of Oregon the RPA and the City shall hold each other harmless and indemnify each other for the negligent acts, actions or omissions to act of their respective entity's, commissioners, officers, employees, and agents in the performance

of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, neither Party shall in any way be liable to hold harmless or indemnify the other Party for any costs or claims arising directly, or indirectly, out of any System related activities in which they are not participating.

25. ASSIGNMENT:

The rights and obligations of each party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

26. WAIVER:

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

27. REMEDIES:

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

28. SURVIVAL:

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

29. NO THIRD PARTY BENEFICIARIES:

The Parties expressly agreed that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party.

This Agreement is entered into for the benefit of the City and RPA. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

30. SEVERABILITY:

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

RegJIN PARTICIPANT INTERGOVERNMENTAL AGREEMENT

Signature Page

31. INTEGRATION:

This Agreement and the User Board IGA constitutes the entire Agreement between RPA and the City and supersedes all prior written or oral discussions, proposals, presentations, understandings or agreements between the Parties on this subject.

The Parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

The Parties agree that they may execute this Agreement, and any Amendments to this Agreement, by electronic means, including the use of electronic signatures.

The Parties hereby cause this Agreement to be executed.

The City: City of Portland	RPA: City of North Plains, Oregon
By: 	By:
Name: Mike Reese	Name:
Title: Chief of Police	Title:
Date: 12/19/14	Date:
By: 	By:
Name: Kalei Taylor	Name:
Title: Deputy City Attorney for the City of Portland	Title:
Date: 12/4/2014	Date:



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: March 12, 2015
To: Mayor and City Council
From: City Manager Martha DeBry
Subject: Downtown Reports

Request: Council accept and discuss copies of the downtown reports.

Background: Included in Council's [March 2 packet](#) were three reports related to downtown. Staff is prepared to discuss the reports and research any questions that Council may have.

1. **Resource Team Report for North Plains Oregon**, was prepared by Oregon Downtown Development Association. The report was created as a result of the Columbia-Pacific Economic Development District (ColPac) effort to develop a cluster program for the cities of Vernonia, St. Helens, Rainier, North Plains and Banks.
2. **North Plains Revitalization Plan/Commercial Street Improvements** prepared by LDC Design Group in 2003. This document was developed with the assistance of the Citizens Advisory Committee. These present an 85% level of completion.
3. **Downtown Design Guidelines** were developed by staff and approved by the Council in 2012.

Recommendation: No recommendation.



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: March 12, 2015
To: Mayor and City Council
From: City Manager Martha DeBry
Subject: Golf Carts on Public Streets

Request: Council consider if it wants to have a policy on golf cart use on public streets.

Background: The Council has reviewed this question from time to time, but has not adopted a position on the use of golf carts.

Traditionally residents driving rented golf carts during events and festivals is a common site. A few residents own golf carts, and use them for errands. Typically the police do not cite residents for the use of the vehicles, or enforce rules such as licensing.

Golf carts that are low speed vehicles under Federal law are entitled to drive on public streets.

Conventionally golf carts, which travel at less than 20 mph are typically exempt from regulation and lack the same safety features as low speed vehicles. Communities within 2 miles of a golf course can allow carts on the streets, provided they are used primarily as transit to and from a golf course.

Samples of ordinances and comments from other Oregon communities are included in the packet.

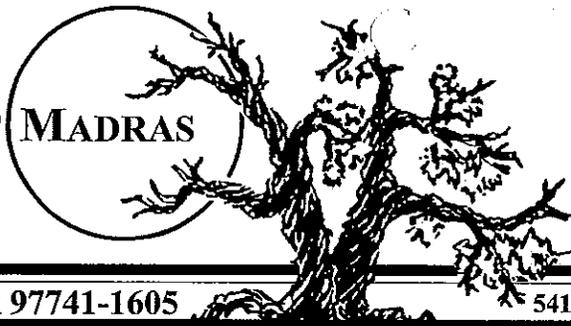
The report included in Council's report was from September 2012. A list serve request to gather more data was sent out to City Managers across the state, and that information was shared with Council.

In October 2012 the disputes regarding the Elephant Garlic Festival became the most urgent matters before Council, and the issue of golf carts lost its momentum.

Fiscal Impact: The City can adopt a policy or ordinance to more clearly state the parameters of golf cart use, or can continue as it has in the past.

Environmental Issues: Use of golf carts typically replaces the use of vehicles and may have less environmental impact on the air.

Recommendation: Council discuss if it wants to proceed with a golf cart policy or ordinance.



PROCLAMATION

SUPPORTING ALTERNATE TRANSPORTATION INCLUDING LOW-SPEED ELECTRIC VEHICLES

WHEREAS: the City of Madras has adopted a Transportation System Plan that requires the City to consider all modes of transportation; and

WHEREAS: it is the policy of the City to consider all modes of transportation, avoid principal reliance on any one mode of transportation, and minimize adverse social, economic, and environmental impacts and costs and conserve energy; and

WHEREAS: the City has committed to supporting walking and bicycling as alternate transportation that meets these goals; and

WHEREAS: the State of Oregon also allows the use of licensed, street legal, low-speed vehicles on certain roads when driven by a licensed driver; and

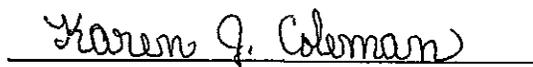
WHEREAS: an electrically powered, low-speed vehicle does not emit green house gases, helps to reduce our nation's dependence on imported oil, can result in cost saving for residents of Madras, provides our residents with additional transportation options and addresses City goals and policies.

NOW, THEREFORE: be it hereby proclaimed to one and all, by the City Council of the City of Madras, that from this time forward the City recognizes and endorses the use of low-speed electric vehicles that are otherwise permitted by state law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Madras on September 14, 2010 and authorized by Mayor Melanie Widmer on that same date.


Melanie Widmer, Mayor

ATTEST:


Karen J. Coleman, City Recorder

COUNCIL

MEETS SECOND & FOURTH TUESDAY EACH MONTH

The City of Madras is an Equal Opportunity Provider NORTH PLAINS CITY COUNCIL AGENDA PACKET

Monday, March 16, 2015

Packet Pagination: Page 59 of 99

ORDINANCE 09-03

AN ORDINANCE RELATING TO THE USE OF GOLF CARTS/ LOW SPEED VEHICLES ON PUBLIC STREETS WITHIN THE CITY OF MANZANITA

WHEREAS, ORS 820.210(3) states “Notwithstanding any provision of the vehicle code relating to vehicle equipment and condition, upon designation of a portion of a highway becoming effective under an ordinance adopted under ORS 810.070, it shall be lawful to drive golf carts, low speed vehicles and electric cars on highways/roadways within city limits so designated in accordance with the rules and regulations prescribed by the local authority”; ORS 810.070(3) states “...The rules may establish speed limits and other operating standards but shall not require that golf carts conform with the vehicle equipment laws under the vehicle code.” ; and,

WHEREAS, the City of Manzanita wishes to allow and establish rules and regulations for the use of golf carts and/or low speed electric vehicles on its City streets and/or County Roads within the city limits as may be practical and where the combined operation of said vehicles and regular vehicle traffic can be accomplished safely;

THE CITY OF MANZANITA DOES ORDAIN AS FOLLOWS:

Section 1. Definitions. The following words and phrases, as used herein, shall have the following meanings:

- A. City Official. City Manager or anyone designated by the City Manager.
- B. Golf Cart. A motor vehicle that has not less than three (3) wheels in contact with the ground, that has an unladen weight of less than one thousand eight hundred (1,800) pounds, that is designed to be and is operated at not more than twenty-five (25) miles per hour and that is designed to carry not more than four (4) persons, including the driver.
- C. Electric Vehicle. Any self-propelled electrically powered motor vehicle to which all of the following apply:
 1. The vehicle is emission free.
 2. The vehicle has at least four (4) wheels in contact with the ground.
 3. The vehicle complies with the definition and standards for low speed vehicles set forth in the Federal Motor Vehicle Standard No. 500 (49 CFR 571.3(b) and 49 CFR 571.500, respectively).
- D. Low-Speed Vehicle (Slow Moving Vehicle). A four-wheeled motor vehicle with a maximum speed of not more than 25 miles per hour, generally electric powered , and meeting Federal Motor Vehicle Safety Standard No. 500 (49 CFR 571.500), which in part requires low-speed vehicles to be equipped with headlamps, stop lamps, turn signal lamps, tail lamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seatbelts and vehicle identification numbers.
- E. Minor. Any individual under the age of eighteen who has a restricted driver’s license.
- F. Operator. Any person who has a valid driver’s license or instruction permit.

Section 2. Golf Carts/Low Speed Vehicles permitted. A person may operate a golf cart, low speed vehicle or electric vehicle on public streets within the City limits, subject to the rules and regulations specified in Section 3 of this Ordinance.

Section 3. Rules & Regulations.

- A. Title and Registration. Oregon Law states that low-speed vehicles (golf carts or electric vehicles) are exempt from Title and Registration requirements.
- B. Driver's License. The operator of a low-speed vehicle (golf cart or electric vehicle) must possess on his/her person a valid driver's license or instruction permit. Residents of other states who drive vehicles in Oregon must be at least 16 years of age and have a valid out-of-state driver license, **or** be at least 15 years of age and have a valid out-of-state instruction permit. Out-of state instruction permit holders must abide by the same restrictions as persons with an Oregon instruction permit.
- C. Speed Limit Restrictions. A golf cart and/or low speed vehicle may not travel on any road or street that has a speed limit in excess of 30 miles per hour.
- D. Passengers. A golf cart and/or low speed electric vehicle may only carry the number of passengers for which it is designed, including the driver.
- E. Towing. A golf cart and/or low speed electric vehicle may not tow any trailer, golf cart or other non-motorized piece of equipment.
- F. Mandatory Insurance. Drivers are required by Oregon insurance law to insure their vehicles. The minimum liability coverage for Bodily Injury and Property Damage in Oregon is:
 - \$25,000 per person, \$50,000 per accident for bodily injury to others, and \$10,000 per accident for damage to the property of others. State law also requires every motor vehicle liability policy to provide:
 - Personal Injury Protection – \$15,000 per person for reasonable and necessary expenses one year after an accident, for medical, dental, and other services needed due to the accident.
 - Uninsured Motorist Coverage – \$25,000 per person; \$50,000 per accident for bodily injury.
- G. Required Equipment. Golf Carts, low-speed and electric vehicles operating at dusk or night shall be equipped with two headlamps, at least one stop lamp, turn signal lamps, and tail lamp.

Section 4. Liability for Damage. Any person who causes personal injury or who damages or causes to be damaged any property, whether publicly or privately owned, shall be liable for such damage. The liability shall extend to the parents or legal guardians in the event of a minor being in violation of this Ordinance.

Section 5. Parental or Guardian Responsibility.

- A. The parent, legal guardian or person with legal responsibility for the safety and welfare of a minor, hereinafter "supervisor," shall have the legal responsibility for the actions of such minor which are in violation of any provision of this Ordinance occurring on public streets, roadways or property.
- B. It shall be a defense to the charge of failure to supervise if:

1. The offense occurred in the presence of the supervisor; and
 2. The supervisor took reasonable steps to control the action of the minor or reported the action to the appropriate authorities.
- C. In addition to any fine or penalty imposed pursuant to this Ordinance, the Court may order the supervisor to pay restitution to the City or victim, if any, of the minor's unlawful conduct.

Section 6. Penalties. All State and Federal traffic laws will apply to the operation of a golf cart, low speed or electric vehicle and traffic citations may be issued as with regular vehicular violations with the same penalties imposed.

Section 7. Severability. The separate provisions of this Ordinance are hereby declared to be independent from one another; and if any cause, sentence, paragraph, section or part of this Ordinance shall for any reason be adjudged invalid by any court of competent jurisdiction, all remaining parts shall remain in full force and effect.

PASSED FIRST READING by the Council this 4th day of February , 2009.

PASSED SECOND READING by the Council this 4th day of March, 2009.

APPROVED by the Mayor this 4th day of March, 2009.

Garry R. Bullard, Mayor

ATTEST:

Jerald P. Taylor, City Manager/Recorder

From: Martha DeBry [<mailto:martha@northplains.org>]
Sent: Wednesday, October 03, 2012 8:49 AM
To: Oregon City/County Management Association
Subject: [occma] Use of Golf Carts on City Streets

Does anyone permit the use of golf carts (unlicensed vehicles traveling at less than 20 mph without safety features like headlights or turn signals) on city streets?

Do you have limitations on the streets on which they may travel?

Do you allow the carts to be used for errands like picking up mail or going to a senior center for lunch?

RESPONSES FROM LIST SERVE

Martha,

The City of Union allows these type of vehicles. I have attached our recreational vehicle code 70 for your review. We do have a few problems with it, under age drivers, three/four-wheelers and motorcycles that are really loud and inappropriate driving. One of the solutions that has been suggested is to require a recreational vehicle permit. This would get them into city hall, at which time we would supply them the rules and charge a fee. If they break the rules they don't get to use their recreational vehicles. Other than a few bad apples, most people respect the policy.

Good luck.

Sandra Patterson
City Administrator

342 S. Main Street
PO Box 529
Union, Oregon 97883
www.cityofunion.com

We also recently passed an ordinance allowing ATV's on side streets in Stanfield. It is attached. Most of the ordinance references ORS's, so those are attached as well.

Scott Pingel, City Manager
City of Stanfield

-----Original Message-----

From: Joan Davies [<mailto:joan.davies@highdesertair.com>]
Sent: Tuesday, October 16, 2012 4:04 PM
To: Oregon City/County Management Association
Subject: Re: [occma] Use of Golf Carts on City Streets

In addition to golf carts, I'd like to ask if anyone is allowing ATVs on city streets. John Day has already done it and Burns is considering it.

Hello Everyone: We have not confronted the situation here, but I am aware of another nearby community that has golf carts using their city streets. The golf carts are limited to the city streets only, and are not allowed on the highway (30 mile zone) as pointed out by others. I believe there is not a driver license requirement because most of those using the carts are using them because of a significant disability that would likely prevent them from obtaining a drivers license. While several of their citizens use the golf carts, I am unaware of any problems associated with them. Some folks likely complain about it because it is in their nature to do so, but I have not seen any real issues associated with their use.

Take care and have a great day!!

Michael Murphy, City Administrator
City of Port Orford
P.O. Box 310
Port Orford, Oregon 97465
541-332-3681
fax 541-332-3830
mmurphy@portorford.org

Martha,

Law enforcement officers here have required those using golf carts on City streets to have a valid driver's license. And people have been warned (I'm not sure if any have been cited) for driving their golf carts on the state highway (our main street). I attached the Oregon Revised Statutes regarding golf carts on public streets. I have heard officers use ORS 820.222 as the law that prohibits golf carts on the highway, because the speed limit is (at the least) 30 mph. Nearly all other streets in City limits have speed limits of 25 mph. So, the rule of thumb is that you can use a golf cart on streets with speed limits of 25 mph or less. Unless the Council decides to come up with a golf cart ordinance (using ORS 810.070) that's how it works here. I would assume someone could be cited for failure to signal , failure to have operational headlights at night, all the other basic stuff.

Ryan L. Nolan, Recorder
City of Cave Junction
541-592-4529

Martha,

The City of Madras prepared the attached proclamation to support the use of golf carts that have been accessorized to meet DMV requirements for all local streets within the City limits. My recollection is that they can use all streets with a designated speed of 25 mph. We have a local restaurant who uses a golf cart (licensed through DMV) to perform deliveries and on occasion swing by the local golf course for a few holes.

Gus Burril
City Administrator
City of Madras
541-475-2344

Martha,
Here is Manzanita's Ordinance. We have had no problems with golf carts on City streets as most of our streets are residential. You will note that any street with higher than a 30mph speed limit cannot be used. We have a golf course on one side of town, and many folks use their golf carts to go to the post office and grocery store downtown.
Jerry

Jerald P. Taylor
City Manager
City of Manzanita
543 Laneda Avenue
P.O. Box 129
Manzanita, OR 97130-0129
503-368-5343
Fax 503-368-4145

The City of Vernonia passed an ordinance to effectively take golf carts off our roads --- due in large part the natural conflict between logging trucks and carts on OR-47. Contact me if the ordinance is of value.

(Bill Haack, City Manager Vernonia)

Also, check the ORS for the use of unlicensed carts around golf courses.

Chad

Martha,

We have quite a bit of this and as times get leaner I expect to see more, but we have not tackled the topic of restrictions yet. In addition to golf carts folks here often use riding lawn tractors for similar purposes, some have wagons attached for the materials they pick up or carry passengers in. While we have not had any complaints or incidents I would be interested in what you find.

Amber Mathiesen, CMC
City Administrator
Falls City, Oregon

☎: 503.787.3631 | ☎: 503.797.3023 | ✉: admin@fallscity.org

I would also be interested in this question. We have a council member wanting to use her golf cart to get around town.

Scott Pingel, City Manager
City of Stanfield

Yes we allow it on Golf Course Road and Smith Drive, both provide access to the golf course. State statutes didn't allow operation of such vehicles on state highways, and anyone travelling beyond these two roads would have to use the highway to access the rest of town. We adopted a resolution/ordinance that was in compliance with these statutes about 8 years ago and have had no problems

Diane Berry [ecpl@centurytel.net]
City of Echo

Here is Newberg's code regulating golf carts on city streets. Cart use is restricted to a specific geographic area adjacent to the local golf course. The boundaries were specifically set to preclude access to the local Fred Meyers or other convenience stores. I am not aware of any problems that have arisen though I will mention the Mr. Jordan's cart has been outfitted with a GPS tracker.

Daniel Danicic
City Manager
Newberg, Oregon
503-537-1207

Article V. Golf **Carts**

10.10.190 Golf **carts** permitted on city highways.

A. Operation. The operation of golf carts is permitted on city highways that are located adjacent to the Chehalem Glenn Golf Course between said course and the place where golf carts are parked, stored, or located within or bounded by a real estate development pursuant to ORS [810.070](#).

B. Golf Carts. "Golf cart" is defined, as it is in ORS [801.295](#), as a motor vehicle that has not less than three wheels in contact with the ground, has an unloaded weight less than 1,300 pounds, is designed to be and is operated at not more than 15 miles per hour, and is designed to carry golf equipment and not more than two persons, including the driver. [Ord. [2715](#) § 4 (Exh. B), 2009. Code 2001 § 71.40.]

10.10.200 Designation of specific streets and signage.

A. Street Designation. The Traffic Safety Commission will designate the exact streets and which real estate developments that the operation of golf carts is permitted along with any additional rules subject to ORS [810.070](#) that provide for the safety of the combined operation of golf carts and regular vehicular traffic upon the designated city highways.

B. The city administration will determine what signage is appropriate and post said signage before permission of operation of the golf carts on public roads is effective. [Ord. [2715](#) § 4 (Exh. B), 2009. Code 2001 § 71.41.]

10.10.210 Rules.

A. Qualifications of Drivers. Drivers of golf carts will obtain and have in their possession a valid Oregon driver license or Oregon Department of Motor Vehicles golf cart permit when operating golf carts under this provision.

B. Regulations for Use of Golf Carts. Golf carts will be operated only during daylight hours, and shall observe all applicable requirements of state traffic law. Golf carts shall yield the right-of-way to motor vehicles and pedestrians when crossing a public street.

C. Registration and Licensing Exemption. Golf carts operated pursuant to this article will be exempt from registration and licensing as provided in ORS [820.210](#).

D. Vehicle Equipment Exemption. Golf carts operated pursuant to this provision will be exempt from vehicle equipment laws as provided for in ORS [810.070](#).

E. Other Rules and Regulations. Any other rules and regulations adopted by the Traffic Safety Commission in conformance with the regulations of ORS [810.070](#). [Ord. [2715](#) § 4 (Exh. B), 2009. Code 2001 § 71.42.]

10.10.220 Liability.

The operation of golf carts under these code provisions will be totally the risk and responsibility of the operator. The city, by granting this permission and designation under state law, assumes no responsibility for the operation of the golf carts and shall be held harmless in any action arising from the operation of golf carts on or off any public way within the city.

[Ord. [2715](#) § 4 (Exh. B), 2009. Code 2001 § 71.43.]

TITLE VII: TRAFFIC CODE

Chapter

- 70. RECREATIONAL VEHICLES**
- 71. TRAFFIC REGULATIONS**
- 72. PARKING SCHEDULES**

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CHAPTER 70: RECREATIONAL VEHICLES

Section

All-Terrain Vehicles; Operation and Conveyance

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ALL-TERRAIN VEHICLES; OPERATION AND CONVEYANCE

§ 70.01 TITLE.

This subchapter may be cited as the “ City of Union ATV, Golf Cart and Nonconforming Vehicle Ordinance”, “ ATV Ordinance” or “ Ord. 477”.
(Ord. 477, passed 1-14-2002)

§ 70.02 PURPOSE.

The purpose for establishing an ordinance regulating all-terrain vehicles, golf carts and other nonconforming vehicles is to allow these types of vehicles to legally and safely operate on streets and roads open to the public within the city limits of Union, where these types of vehicles are not otherwise legally authorized to be operated.
(Ord. 477, passed 1-14-2002)

§ 70.03 AUTHORITY.

(A) The authority to establish an ordinance regulating ATVs, golf carts and other nonconforming vehicles used in the pursuit of normal daily activities, work, pleasure and recreation inside the city limits of Union, is granted pursuant to O.R.S. 801.040(3), consistent with the requirements of O.R.S. 821.150 to 821.292.

(B) When Oregon Revised Statutes or Oregon Administrative Rules relating to the operation of all-terrain vehicles, golf carts and other nonconforming vehicles are enacted, amended or repealed, mandatory state laws and rules shall apply from the time they are effective and shall be amended into this subchapter at the earliest possible time.

(Ord. 477, passed 1-14-2002)

§ 70.04 APPLICATION.

This subchapter shall apply to the operation of all-terrain vehicles, golf carts and nonconforming vehicles over the improved and unimproved rights-of-way of public streets within the City of Union.

(Ord. 477, passed 1-14-2002)

§ 70.05 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context indicates or requires a different meaning.

CLASS I ALL-TERRAIN VEHICLE (ATV). A motorized, off-highway recreational vehicle 50 inches or less in width with a dry weight of 800 pounds or less that travels on three or more low pressure tires, has a saddle or seat for the operator and is designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland or other natural terrain.

CLASS II ALL-TERRAIN VEHICLE (ATV). Any motor vehicle that weighs more than a Class I all-terrain vehicle and less than 8,000 pounds, is designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice marsh swampland or other natural terrain, and is actually operated on a highway.

GOLF CART. A vehicle that has not less than three wheels in contact with the ground, an unloaded weight of less than 1,300 pounds, and is designed and intended to carry golf equipment and not more than two persons, including the driver, and is operated at not more than 15 mph.

NEIGHBORHOOD ELECTRIC VEHICLE (NEV). Any four-wheeled electric vehicle designed with a top speed of not more than 25 mph, the weight and dimensions of which are similar to a golf cart.

NONCONFORMING VEHICLE. Nonconforming vehicles consist of implements of husbandry, such as farm tractors and farm machinery, riding lawn mowers or any equipment used to maintain or care for animals or vegetation.

SNOWMOBILE. A vehicle capable of traveling over snow and ice, using as a means of propulsion an endless belt tread or cleats, a combination of treads and cleats or similar means of contact with the surface upon which the vehicle is operated, and that is steered wholly, or in part by skis or sled-type runners, and which cannot be registered with the state as anything other than a snowmobile. (Ord. 477, passed 1-14-2002)

§ 70.06 OPERATION AND VEHICLE REQUIREMENTS.

(A) All-terrain vehicles (ATVs), golf carts, neighborhood electric vehicles (NEVs) and nonconforming vehicles may be operated on all streets and roads within the City of Union, that are open to the public, except that the vehicles may not travel on any state highway within the city other than to cross the highway. Snowmobiles are not authorized to be operated on public streets within the city limits, except on officially designated routes established by resolution of the City Council.

(B) ATVs, golf carts and NEVs may only be operated on public streets by licensed drivers, 16 years of age or older. Nonconforming vehicles may be operated by drivers 12 years of age or older without a license.

(C) ATVs must comply with all safety equipment requirements, including sound emissions under O.R.S. 821.030, and with all general motor vehicle operation regulations and rules of the road pursuant to O.R.S. Chapter 811, and general operation pursuant to O.R.S. Chapter 815, with the exception of seatbelt requirements under O.R.S. 815.055 and windshield wiper requirements under O.R.S. 815.215.

(D) Class I and Class II ATVs, must meet one of the financial responsibility requirements under O.R.S. 806.060.

(E) Golf carts, NEVs and other nonconforming vehicles are not required to meet any of the financial responsibility requirements under O.R.S. 806.060. (Ord. 477, passed 1-14-2002)

§ 70.07 ROUTES.

Any public street or highway within the City of Union’ s city limits is open to the vehicles covered under this subchapter, except as expressly prohibited. The City Council may designate specific routes of travel by resolution for any or all types of vehicles governed by this subchapter, at a later date. (Ord. 477, passed 1-14-2002)

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CHAPTER 71: TRAFFIC REGULATIONS

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Editor' s Note:

Ord. 424, passed 11-19-1990, which amends current code §§ 71.002, 71.032, 71.055 and 71.070, was ratified, affirmed and re-adopted by Ord. 498, passed 12-12-2005.

GENERAL PROVISIONS

§ 71.001 SHORT TITLE.

This chapter may be cited as the “ Union Uniform Traffic Ordinance”.
(Ord. 523, passed 9-13-2010)

§ 71.002 APPLICABILITY OF STATE TRAFFIC LAWS.

Violation of provisions in O.R.S. Chapters 802, 803, 805, 806, 807, 809, 810, 811, 814, 815, 816, 818, 819, 820, 823 and O.R.S. Chapters 153 and 649.080, as now or hereafter constituted, shall be an offense against the city.
(Ord. 378, passed 3-11-1985; Ord. 424, passed 11-19-1990; Ord. 523, passed 9-13-2010)

§ 71.003 DEFINITIONS.

(A) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED VEHICLES. Vehicles left unoccupied, unclaimed, damaged, or dismantled condition on the street right of way or alleys of the city or on any other public or private property within the city.

BUS STOP. A space on the edge of a roadway designated by sign for use by buses loading or unloading passengers.

DISCARDED VEHICLES. Any vehicle which does not have lawfully affixed thereto an unexpired license plate and is in one or more of the following conditions: inoperative, wrecked, dismantled, partially dismantled, abandoned, junked. **DISCARDED VEHICLES** may be deemed to include major parts thereof, including but not limited to, bodies, engines, transmissions and rear ends.

HOLIDAY. New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other day proclaimed by the Council to be a holiday.

LOADING ZONE. A space on the edge of a roadway designated by sign for the purpose of loading or unloading passengers or materials during specified hours of specified days.

MOTOR VEHICLE. Every vehicle that is self propelled, including tractors, fork lift trucks, motorcycles, road building equipment, street cleaning equipment and any other vehicle capable of moving under its own power, notwithstanding that the vehicle may be exempt from licensing under the motor vehicle laws of Oregon.

PARK or PARKING. The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

PEDESTRIAN. Any person afoot or confined to a wheelchair.

PERSON. A natural person, firm, partnership, association or corporation.

RIGHT-OF-WAY. The area between the edge of the traffic lane and the boundary of the adjacent private property.

STAND or STANDING. The halting of a vehicle, whether occupied or not, otherwise than temporarily, for the purpose of and while actually engaged in receiving or discharging passengers.

STOP. Complete cessation from movement.

STREET and OTHER PROPERTY OPEN TO PUBLIC TRAVEL.

(a) ***OTHER PROPERTY OPEN TO PUBLIC TRAVEL.*** Property, whether publicly or privately owned and whether publicly or privately maintained, upon which the public operates motor vehicles either by express or implied invitation, other than streets as defined above, and excepting public school property, county property or property under the jurisdiction of the State Board of Higher Education. Property open to public travel shall include but not be limited to parking lots, service station lots, shopping center and supermarket parking lots and other access ways and parking areas open to general vehicular traffic, whether or not periodically closed to public use.

(b) ***STREET.*** As defined in the ordinance and the O.R.S. Chapters incorporated by reference herein, includes alleys, sidewalks, right-of-way, parking areas and access ways owned or maintained by the city.

TAXICAB STAND. A space on the edge of a roadway designated by sign for use by taxicabs.

TRAFFIC CONTROL DEVICE. A device to direct vehicular or pedestrian traffic and parking, including but not limited to a sign, signaling mechanism, barricade, button or street or curb marking installed by the city or other authority.

TRAFFIC LANE. That area of the roadway used for the movement of a single line of traffic.

TRAILER. A towed devise.

TRUCK TRACTOR. A motor vehicle designed and used primarily for drawing other vehicles and used primarily for drawing other vehicles and constructed so as not to carry any load other than a part of the weigh of the vehicle or load, or both, as drawn, as defined in O.R.S. 801.575.

TRUCK TRAILER. Any trailer designed and used primarily for carrying loads other than passengers whether designed as a balance trailer, pole trailer, semi-trailer or self-supporting trailer as defined in O.R.S. 801.580.

VEHICLE. Means any device, including animal drawn, in, upon, or by which any person or property is or may be transported upon any road, street, highway or parking lot.

(B) As used in this chapter, the singular includes the plural, and the masculine includes the feminine.

(Ord. 378, passed 3-11-1985; Ord. 523, passed 9-13-2010)

ADMINISTRATION

§ 71.020 POWERS OF THE COUNCIL.

(A) Subject to state laws, the City Council shall exercise all municipal traffic authority for the city, except those powers specifically and expressly delegated herein or by another ordinance.

(B) The powers of the Council shall include but not be limited to:

- (1) Designation of through streets;
- (2) Designation of one-way streets;
- (3) Designation of truck routes;
- (4) Designation of city owned or leased lots, right-of-way or property on which public parking will be permitted;
- (5) Designation of parking meter zones;
- (6) Restriction of the use of certain streets by any class or kind of vehicle to protect the streets from damage;
- (7) Authorization of greater maximum weights or lengths for vehicles using city streets than specified by state law;
- (8) Initiation of proceedings to change speed zones; and
- (9) Revision of speed limits in parks.

(C) The City Council shall, by resolution:

- (1) Install traffic control devices to implement this chapter and other traffic control measures. The installations shall be based on the standards contained in the *Oregon Manual on Uniform Traffic Control Devices for Streets and Highways*;
- (2) Establish remove or alter the following classes of traffic controls:
 - (a) Crosswalks, safety zones and traffic lanes;

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(b) Intersection channelization and areas where drivers of vehicles shall not make right, left or U-turns, and the time when the prohibition applies; and

(c) Parking areas and time limitations, including the form of permissible parking (e.g., parallel or diagonal).

(3) Issue parking permit for oversize or overweight vehicle permits;

(4) Establish, maintain, remove or alter traffic control signals;

(5) Establish, maintain, remove or alter loading zones and stops for all vehicles;

(6) Designate certain streets as bridle paths and prohibit horses and animals on other streets;
and

(7) Temporarily block or close streets.

(Ord. 523, passed 9-13-2010)

§ 71.021 DELEGATION OF POWERS.

(A) The City Council may delegate powers set forth in § 71.020 at its discretion. Duties exercised thereafter by law enforcement or his or her designate shall be reported to the Council at the regular meeting immediately following their implementation, and the Council may reject or modify the action.

(B) This reporting requirement may be dispensed with when the Council so orders.

(Ord. 523, passed 9-13-2010)

§ 71.022 PUBLIC DANGER.

Under conditions constituting a danger to the public, law enforcement or his or her designate may install temporary control devices deemed by him or her to be necessary.

(Ord. 523, passed 9-13-2010)

§ 71.023 STANDARDS.

The regulations of law enforcement or his or her designate shall be based upon:

(A) Traffic engineering principles and traffic investigations;

(B) Standards, limitations and rules promulgated by the State Highway Commission; and

(C) Other recognized traffic control standards.

(Ord. 523, passed 9-13-2010)

§ 71.024 AUTHORITY OF LAW ENFORCEMENT AND FIRE OFFICERS.

(A) It shall be the duty of law enforcement or his or her designate to enforce the provisions of this chapter.

(B) In the event of a fire or other public emergency, law enforcement and Fire Departments may direct traffic as conditions require, notwithstanding the provisions of this chapter.

(Ord. 523, passed 9-13-2010)

§ 71.025 CLINGING TO VEHICLES.

No person riding upon a bicycle, motorcycle, coaster, roller skates, sled or other device shall attach the device or himself or herself to a moving vehicle upon a street. Nor shall the operator of a vehicle upon a street knowingly allow a person riding on any of the above vehicles or devices to attach himself or herself, the vehicle or the device to his or her vehicle.

(Ord. 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.026 SLEDS ON STREETS.

No person shall use the streets for traveling on downhill skis, toboggans, sleds, snowmobiles or similar devices, except where authorized.

(Ord 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.027 DAMAGING ROADS, SIDEWALKS AND CURBS.

(A) The operator of a motor vehicle shall not drive upon a sidewalk or roadside planting strip except to cross at a permanent or temporary driveway.

(B) No unauthorized person shall place dirt, wood or other material in the gutter or space next to the curb of a street with the intention of using it as a driveway or parking pad without the inspection and consent of the city.

(C) No person shall remove a portion of a curb or move a motor vehicle or device moved by a motor vehicle upon a curb or sidewalk without first obtaining authorization and posting bond, if required. A person who causes damage shall be held responsible for the cost of repair.
(Ord. 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.028 OBSTRUCTING STREETS.

(A) No unauthorized person shall obstruct the free movement of vehicles or pedestrians using the streets.

(B) No person shall park or stand a vehicle in such manner or location that it constitutes a hazard to public safety or an obstruction on the street.
(Ord. 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.029 HAZARDS TO PUBLIC.

(A) A party to a vehicle accident or a person causing broken glass or other debris to be upon a street shall remove the glass and other debris from the street.

(B) No owner or person in charge of property shall allow to stand any dead or decaying tree that is a hazard to public or to persons or property on or near the property.

(C) No owner or person in charge of property shall allow overgrowth of trees, shrubbery, or any type of vegetation to encroach onto a street or sidewalk. In addition see clear vision standards Ordinance 337, section 4.020, codified as § 155.01, and Ordinance 521.

(D) No person shall deposit upon any street or public sidewalk any kind of rubbish, trash, debris, refuse or any substance that would mar the appearance, create a stench, create a fire hazard, detract from the cleanliness or safety of such street or sidewalk, or would be likely to injure a person, animal or vehicle traveling upon such street or sidewalk.

(E) It is the duty of an owner of land adjacent to the public right-of-way in the city to construct, reconstruct, repair, and keep right-of-way clear of leaves, ice, snow, and all other obstructions or hazards to the public which are reasonably removable on all sidewalks and driveways adjacent to the land.
(Ord. 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.030 PROHIBITED USES OF STREETS AND ALLEYS.

No owner or person in charge of property abutting a street or alley shall allow, in the street or alley abutting his or her property:

(A) The growth of noxious weeds or grass over the height of ten inches;

(B) Trash, garbage or personal property to collect;

(C) Landscaping or planting of trees and shrubs; and

(D) Parking of loaded truck tractor and truck trailer, see § 71.032(A)(8).

(Ord. 385, passed 5-13-1985; Ord. 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.031 PARALLEL PARKING AND ANGLE PARKING.

(A) In areas with curb and sidewalks, except in angle parking zones designated by resolution of the City Council, no person shall stand or park a vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement and with the curbside wheels of the vehicle within 12 inches of the edge of the curb or shoulder.

(B) In those areas designated angle parking zones, no vehicle shall be positioned so that it protrudes into the main-traveled portion of the roadway. In addition see clear vision standards Ordinance 337, section 4.020, codified as § 155.01, and Ordinance 521.

(Ord. 391, passed 2-10-1985; Ord. 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.032 PROHIBITED PARKING AND STANDING.

(A) In addition to the provisions of O.R.S. Chapter 811 prohibiting parking, no person shall park or stand:

(1) A vehicle in an alley other than for the expeditious loading or unloading of persons or materials, but in no case for a period in excess of 30 consecutive minutes;

(2) A vehicle upon a parkway or freeway, except as authorized;

(3) A vehicle upon private property without the consent of the owner or persons in charge of the private property;

(4) Parking on a public street in a C-1 Commercial Zone for more than 24 consecutive hours;

(5) Parking on a public street in a Residential Zone for more than 72 consecutive hours;

(6) Vehicle in a manner such that the front of the vehicle is facing the oncoming traffic on the side of the street, avenue, parkway, freeway or highway;

(7) Within 15 feet of an intersection, except for highway 203 and 237 shall follow O.R.S. provisions; and

(8) No person shall drive a loaded truck tractor, truck trailer, or a combination of a truck tractor and a truck trailer as defined in this chapter, except:

(a) On Main Street (HWY 203 and 237) for up to 24 hours or when City Council has designated an alternative location;

(b) When the city street has been designated by resolution, as a truck route by the City Council, pursuant to this chapter;

(c) When the truck tractor and/or trailer combination is in the process of conducting business to a location that exists upon a city street that has not been designated as a truck route and then only by entering such streets at the intersection nearest the destination of the vehicle and leaving by the shortest route; or

(d) Operate or run an empty motor truck tractor, as defined by O.R.S. 801.355, on a street between the hours of 9:00 p.m. and 7:00 a.m. of the following day in front of or adjacent to a residence, motel, apartment house, hotel or other sleeping accommodation. There is a ten-minute time limit that a motor truck tractor can sit idled in these locations.

(B) No operator shall park and no owner shall allow a vehicle or trailer to be parked upon a street or right-of-way for the principal purpose of:

(1) Displaying the vehicle for sale;

(2) Repairing vehicle, except repairs necessitated by an emergency;

(3) Displaying advertising from the vehicle, except for painted, vinyl or magnetic signs on the body of the vehicle;

(4) Construction vehicles or trailers unless authorized during the pre-build application process;

(5) Selling merchandise from the vehicle, except when authorized or permitted;

(6) Living in, vacationing in, except when permitted;

(7) Storage, or as junk or dead storage, for more than 24 hours; and

(8) Discarded vehicles.

(Ord. 424, passed 11-19-1990; Ord. 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.033 STORAGE.

(A) It is unlawful to store or permit the storing of a discarded vehicle upon any private property within the city unless the vehicle is completely enclosed within a building or fence, or unless it is in connection with a business enterprise dealing in junked vehicles lawfully conducted with the city. All vehicles will have sight securing from the right-of-way(s) and other private property.

(B) The open accumulation and storage of a discarded vehicle is found to create a condition tending to reduce the value of private property, to promote blight, deterioration and unsightliness, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects and to be injurious to the health, safety and general welfare. Therefore, the presence of a discarded vehicle on private or public property is declared to constitute a public nuisance, which may be abated in accordance with the provisions of the chapter.

(Ord. 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.034 USE OF LOADING ZONE.

No person shall stand or park a vehicle for any purpose or length of time, other than for the expeditious loading or unloading of persons or materials, in a place designated as a loading zone when the hours applicable to that loading zone are in effect. In no case, when the hours applicable to the loading zone are in effect, shall the stop for loading and unloading of materials exceed the time limits posted. If no time limits are posted, then the use of the zone shall not exceed 30 minutes.

(Ord. 513, passed 9-13-2010) Penalty, see § 10.99

§ 71.035 ACTION BY LAW ENFORCEMENT.

Whenever a police officer shall find a motor vehicle parked unattended with the ignition key in the vehicle, the law enforcement is authorized to remove the key from the vehicle and deliver the key to the person in charge.

(Ord. 523, passed 9-13-2010)

§ 71.036 STANDING OR PARKING OF BUSES AND TAXICABS.

The operator of a bus or taxicab shall not stand or park the vehicle upon a street in a business district at a place other than a bus stop or taxicab stand, respectively; except that this provision shall not prevent the operator of a taxicab from temporarily stopping his or her vehicle outside a traffic lane while loading or unloading passengers.

(Ord. 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.037 RESTRICTED USE OF BUS AND TAXICAB STANDS.

No person shall stand or park a vehicle other than a taxicab in a taxicab stand, or a bus in a bus stop; except that the operator of a passenger vehicle may temporarily stop for the purpose of and while actually engaged in loading or unloading passengers, when stopping does not interfere with a bus or taxicab waiting to enter or about to enter the restricted space.

(Ord. 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.038 EXTENSION OF PARKING TIME.

Where maximum parking time limits are designated by sign, movement of a vehicle within a block shall not extend the time limits for parking.

(Ord. 523, passed 9-13-2010)

§ 71.039 UNNECESSARY NOISE.

No person shall drive a motor vehicle on a highway unless it is equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise and annoying smoke. No person shall operate, and no owner of any motor vehicle shall permit to be operated upon any public road, street or highway, any motor vehicle so as to cause any greater noise or sound than reasonably necessary for the proper operation of such motor vehicle.

(Ord. 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.040 EXEMPTION.

The provisions of this subchapter regulating the parking or standing of vehicles shall not apply to a vehicle of the city, county, state or public utility while necessarily in use for construction or repair work on a street, or a vehicle owned by the United States while in use for the collection, transportation or delivery of mail.

(Ord. 523, passed 9-13-2010)

BICYCLES**§ 71.055 BICYCLE OPERATING RULES.**

In addition to the provisions of O.R.S. 814.400 through 814.480, a rider of a bicycle upon a street shall:

(A) Not ride upon a sidewalk within the city;

(B) Upon emerging from an alley, driveway or building shall yield the right-of-way to any pedestrians;

(C) On a two-way street, ride to the extreme right, except when preparing for a left turn. On a one-way street, ride to the extreme curbside of the traffic lane and with the direction of travel designated for that lane. If the curb lane is designated for a left turn or a right turn only, and the operator is not intending to turn, he or she shall operate in the through lane;

(D) Not operate a bicycle in a careless or reckless manner, which endangers or would be likely to endanger himself or herself, another or any property. Racing or trick riding shall be included in this offense; and

(E) Not leave a bicycle, except in a bicycle rack. If no rack is provided, he or she shall leave the bicycle so as not to obstruct any roadway, sidewalk, driveway or building entrance. Nor shall he or she leave the bicycle in violation of the provisions relating to the parking of motor vehicles.

(Ord. 424, passed 11-19-1990; Ord. 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.056 IMPOUNDING OF BICYCLES.

(A) It shall be unlawful to leave a bicycle on private property without the consent of the person in charge or the owner thereof.

(B) A bicycle left on public property for a period in excess of 24 hours may be impounded by law enforcement.

(C) In addition to any citation issued, a bicycle parked in violation of this chapter may be immediately impounded by law enforcement.

(D) If a bicycle impounded under this chapter is licensed, or other means of determining its ownership exist, the police shall make reasonable efforts to notify the owner. An impounding fee will be charged to the owner. No impounding fee shall be charged to the owner of a stolen bicycle which has been impounded.

(E) A bicycle impounded under this chapter which remains unclaimed shall be disposed of in accordance with the city' s procedures for disposal of abandoned or lost personal property.

(Ord. 523, passed 9-13-2010) Penalty, see § 10.99

PEDESTRIANS**§ 71.070 USE OF SIDEWALKS.**

A pedestrian shall not use a roadway for travel when a sidewalk is available.
(Ord. 424, passed 11-19-1990; Ord. 523, passed 9-13-2010) Penalty, see § 10.99

Statutory reference:

Similar provisions, see O.R.S. Chapter 814

§ 71.071 PEDESTRIANS MUST USE CROSSWALKS.

No pedestrian shall cross a street other than within a crosswalk as described by O.R.S. 801.220.
(Ord. 523, passed 9-13-2010) Penalty, see § 10.99

§ 71.072 RIGHT ANGLES.

A pedestrian shall cross a street at a right angle, unless crossing within a crosswalk.
(Ord. 523, passed 9-13-2010)

§ 71.073 OBEDIENCE TO TRAFFIC LIGHTS, BRIDGE AND RAILROAD SIGNALS.

(A) At an intersection where a pedestrian control light is in operation, no pedestrian shall start to cross the street except when the walk signal is illuminated. Where only vehicle control lights are in operation, no pedestrian shall start to cross the street except when the green light is illuminated.

(B) No pedestrian shall enter or remain upon a railroad grade crossing, an operable bridge or the approach thereto, beyond a crossing gate or barrier, after an operation signal indication has been given.

(C) No pedestrian shall pass through, around, over or under a crossing gate or barrier at a railroad grade crossing or bridge while the gate or barrier is closed or is being opened or closed.
(Ord. 523, passed 9-13-2010) Penalty, see § 10.99

PROCESSIONS

§ 71.090 FUNERAL PROCESSIONS AND PARADES.

(A) A permit shall not be required to conduct a funeral procession.

(B) The procession shall proceed to the place of interment by the most direct route which is both legal and practicable.

(C) The procession shall be accompanied by adequate escort vehicles for traffic control purposes.

(D) All motor vehicles in the procession shall be operated with their lights turned on.

(E) No person shall unreasonably interfere with a funeral procession.

(F) No person shall operate a vehicle that is not a part of the procession between the vehicles of a funeral procession.

(G) Parades on any city street are required to have a certificate of insurance by a certified agency. A copy of the certificate will be provided to the city prior to the event.

(H) Parades on Main Street - Highway 203 or 237 are required to have an Oregon Department of Transportation permit. ODOT permits will be provided to the city prior to the event.
(Ord. 523, passed 9-13-2010) Penalty, see § 10.99

PARKING CITATIONS AND OWNER RESPONSIBILITY

§ 71.105 CITATION ON ILLEGALLY PARKED VEHICLE.

Whenever a vehicle without an operator is found parked in violation of a restriction imposed by this chapter, the officer finding the vehicle shall take its license number and any other information displayed on the vehicle which may identify its owner, and shall conspicuously affix to the vehicle a traffic citation for the operator to answer to the charge against him or her or pay the penalty imposed within 72 hours during the hours and at a place specified in the citation.

(Ord. 378, passed 3-11-1985; Ord. 523, passed 9-13-2010)

§ 71.106 FAILURE TO COMPLY WITH TRAFFIC CITATION ATTACHED TO PARKED VEHICLE.

If the operator does not respond to a traffic citation affixed to the vehicle within a period of five days, the City Recorder may send to the owner of the vehicle to which the traffic citation was affixed a letter, informing him or her of the violation and warning him or her that, in the event that the letter is disregarded for a period of five days, a warrant for his or her arrest will be issued.

(Ord. 523, passed 9-13-2010)

§ 71.107 OWNER RESPONSIBILITY.

The owner of a vehicle placed in violation of a parking restriction shall be responsible for the offense, except where the use of the vehicle was secured by the operator without the owner's consent.

(Ord. 523, passed 9-13-2010)

§ 71.108 REGISTERED OWNER PRESUMPTION.

In a prosecution of a vehicle owner, charging a violation of a restriction on parking, proof that the vehicle at the time of the violation was registered to the defendant shall constitute a presumption that he or she was then the owner in fact.

(Ord. 523, passed 9-13-2010)

IMPOUNDMENT AND PENALTIES**§ 71.125 IMPOUNDMENT OF VEHICLES.**

(A) Whenever a vehicle is placed in a manner or location that constitutes an obstruction to traffic or a hazard to public safety, law enforcement shall order the owner or operator of the vehicle to remove it. If the vehicle is unattended, the officer may cause the vehicle to be towed and stored at the owner's expense. The owner shall be liable for the costs of towing and storing, notwithstanding that the vehicle was parked by another, or that the vehicle was initially parked in a safe manner but subsequently became an obstruction or hazard.

(B) The disposition of a vehicle towed and stored under authority of this section shall be in accordance with the provisions relating to impoundment and disposition of vehicles abandoned on the city streets.

(C) The impoundment of a vehicle will not preclude the issuance of a citation for violation of a provision of this chapter.

(D) Stolen vehicles may be towed from public or private property and stored at the expense of the vehicle owner.

(E) Whenever a law enforcement observes a vehicle parked in violation of a provision of this chapter, if the vehicle has four or more unpaid parking violations outstanding against it, the officer may, in addition to issuing a citation, cause the vehicle to be impounded. A vehicle so impounded shall not be released until all outstanding fines and charges have been paid. Vehicles impounded under authority of this section shall be disposed of in the same manner as provided in division (B) above.

(Ord. 523, passed 9-13-2010)

20D

Union - Traffic Code

CHAPTER 72: PARKING SCHEDULES

Schedule

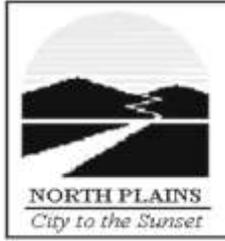
I. Restriction

SCHEDULE I: RESTRICTION.

<i>Parking</i>		
<i>Ord./Res. No.</i>	<i>Date of Enactment</i>	<i>Restriction</i>
205	5-4-1939	Main Street restriction: limit of 14 feet from curb except as marked
266	7-10-1967	West side Main Street, first space south of Beakman Street intersection, 20 minute limit
Res. 85-9	7-8-1985	Temporary no parking zone; north side of East Delta from Benson Street to EOLS grounds; as declared by Chief of Police

(Ord. 295, passed 10-21-1974)

Union - Traffic Code



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: September 21, 2012
To: City Council
From: City Manager Martha DeBry
Subject: Discussion of use of golf carts on City streets

Request: Council consider permitting use of golf carts on City streets.

Background: Mayor Hatcher requested that staff review the feasibility of permitting the use of golf carts on City streets on a regular basis. Each year during the Garlic Festival carts are regularly used to move people to and from the event. North Plains also has a supplier of golf carts in our community.

ORS 820.210(3) states "Notwithstanding any provision of the vehicle code relating to vehicle equipment and condition, upon designation of a portion of a highway becoming effective under an ordinance adopted under ORS 810.070, it shall be lawful to drive golf carts, low speed vehicles and electric cars on highways/roadways within city limits so designated in accordance with the rules and regulations prescribed by the local authority";

ORS 810.070(3) states "...The rules may establish speed limits and other operating standards but shall not require that golf carts conform with the vehicle equipment laws under the vehicle code." ; and,

Thus the City can establish rules for allowing golf carts to be used in town. The City of Manzanita Oregon established a simple set of such rules in 2009, and a copy of their ordinance is attached.

Generally golf carts travel at speeds less than 20 mph and are exempt from many of the conditions of passenger vehicles. Carts that exceed 20 mph are considered low speed vehicles under Federal law and must have appropriate safety features like windshields, turn signals, and lights. Neighbor electric vehicles are typically in this class. Electric cars are very diverse and range in quality from vehicles like golf carts up to full-size vehicles.

Fiscal Impact: Permitting golf carts would have no fiscal impact on the City. The use of lighter vehicles may slightly reduce the wear on streets caused by vehicle travel. The City's insurer has not indicated that allowing golf carts represents any special liability for the City.

Environmental Impact: Allowing the use of vehicles like golf carts and electric vehicles may result in lower carbon emissions if they replace the use of traditional vehicles.

Recommendation: No recommendation the item is for discussion only.



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: March 12, 2015
To: Mayor and City Council
From: City Manager Martha DeBry
Subject: Second Reading and Adoption: Ordinance No. 424 regarding Parks Board membership

Request: Council to consider and adopt Ordinance No. 424 revising Municipal Code Sections 1.40.010 and 1.40.020. First reading by title only took place on March 2, 2015

Fiscal Impact: Adoption of the updated ordinance has no fiscal impact on the City.

Environmental Issues: No environmental issues are associated with this item.

Recommendation: Read, for the second time by title only, Ordinance No. 424 of the City Council of the City of North Plains, Oregon, amending the membership requirements and limit the number of Board Members to seven in Municipal Code Chapter 1.40 –Parks Board.

Sample Motion #1: I move to read Ordinance No. 424 by title only, for the second time.

Sample Motion #2: I move to adopt Ordinance No. 424.

Ordinance Title: An Ordinance of the City Council of the City of North Plains, Oregon, Amending Municipal Code Chapter 1.40.10 and 1.40.20 regarding the Parks Board

Attachments: Ordinance No. 424

ORDINANCE NO. 424

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH PLAINS, OREGON,
AMENDING MUNICIPAL CODE CHAPTER 1.40.10 and 1.40.20 REGARDING THE
PARKS BOARD**

WHEREAS, the City of North Plains appoints volunteers to the Parks Board, and

WHEREAS, the City Council wishes to clarify language regarding membership eligibility.

**THE CITY COUNCIL OF THE CITY OF NORTH PLAINS, OREGON, ORDAINS AS
FOLLOWS:**

Section 1. The Municipal Code Section 1.40.10 shall be amended to read in its entirety:

1.40.010 Parks Board established.

The Parks Board shall be composed of seven members, to be appointed by the mayor with the consent of the city council, is hereby established. The Parks Board members shall appoint, at their first regular meeting, a chairperson and vice chairperson from their membership. The position of chairperson shall be selected each January for a one-year term.

Section 2. The Municipal Code Section 1.40.20 shall be amended to read in its entirety:

Qualifications for appointment to membership on the Parks Board include demonstration of positive interest in the development, operation and maintenance of public parks, open spaces and trails in North Plains and status as a resident within 97133 zip code. The Board shall be comprised of at least one, but not more than two, city councilors, at least one, but not more than two Planning Commissioners, and no more than two persons who reside outside of the incorporated City limits.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstances is held to be unconstitutional or invalid for any reason, the remainder of this Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

INTRODUCED on the 2nd day of March, 2015, **AND ADOPTED** this 16th day of March, 2015.

CITY OF NORTH PLAINS, OREGON

By: _____
David Hatcher, Mayor

ATTEST:

By: _____
Margaret L. Reh, City Recorder

April 2015 Council Calendar

Meeting	Primary	Alternate	Note	Date
First Friday Flick at Jessie Mays Community Hall! Movie in the Hall			6:00 p.m.	04/03
City Council			7:00 p.m. at North Plains Senior Center	04/06
Planning Commission	Lenahan		2 nd Wednesday @ 7 p.m.	04/08
Washington County Office of Community Development Policy Advisory Board	Kindel	Lenahan	2 nd Thursday @ 7 p.m.	04/09
1 st 2015-2016 Budget Committee Meeting	All Council Members		7:00 Jessie Mays Community Hall	04/13
Washington County Coordinating Committee (WCCC)	Hatcher	DeBry	2 nd Monday @ 12 noon	04/13
Library Board	Hatcher		3 rd Wednesday @ 7:00	04/15
City Council			7:00 p.m. at North Plains Senior Center	04/20
Metro Policy Advisory Committee (MPAC)	Hatcher	Lenahan	4 th Wednesday @ 5 p.m.	04/22
Parks Board			4 th Wednesday @ 6 p.m.	04/22
2nd 2015-2016 Budget Committee Meeting	All Council Members		7:00 Jessie Mays Community Hall	04/27
Metropolitan Area Communications Commission (MACC)	Whitehead	Newton		