

**PRELIMINARY AGENDA
REGULAR SESSION
CITY OF NORTH PLAINS, CITY COUNCIL MEETING**
North Plains Senior Center
31450 NW Commercial Street
Monday, April 6, 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 03/16/2015 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**
 - A. Washington County Board of Commissioners renewal of Recology Franchise – Theresa Koppang
7. **STAFF REPORTS**

Staff reports will be provided by the Public Works Director, Chief of Police and the Library Director
8. **PUBLIC HEARING:**

None Scheduled
9. **NEW BUSINESS:**
 - A. Approve Resolution No.1880 appointing Russ Sheldon and Trista Papen to the North Plains Budget Committee
 - B. Review of February 2015 Check Register
10. **UNFINISHED BUSINESS:**
 - A. Discussion on setting City Council Goals
11. **ORDINANCES:**
FIRST READING:

A. None Scheduled

SECOND READING:

A. None Scheduled

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:

- Volunteer Recognition Spaghetti Dinner, Thursday, April 9 at 6:00 p.m. at Jessie Mays Community Hall.
- Envision North Plains Community Workshop, Saturday, April 25 from 10:00 a.m. to noon at Jessie Mays Community Hall.
- Weed Watcher Workshop, Tuesday, April 28 from 7:00- 8:30 p.m. at Jessie Mays Community Hall

15. EXECUTIVE SESSION: Consider convening in Executive Session under ORS 192.660(2)(i) to review and evaluate the employment related performance of the City Manager who does not request an open hearing.

16. 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 20, 2015

Monday, May 4, 2015

Monday, May 18, 2015

CITY OF NORTH PLAINS, CITY COUNCIL MEETING
MINUTES REGULAR SESSION
North Plains Senior Center
31450 NW Commercial Street
Monday, March 16, 2015

1. **CALL TO ORDER** David Hatcher called the Regular Session of the City Council to order at 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE** Hatcher led the Council in the flag salute.
3. **ROLL CALL:** Mayor David Hatcher, Councilors: Charlynn Newton, Sandy King, Sherrie Simmons and Scott Whitehead.

Absent: Council President Teri Lenahan, Robert Kindel, Jr.

Staff present: City Manager Martha DeBry; Public Works Director Blake Boyles; Police Chief Bill Snyder; City Recorder Margaret Reh

4. **CONSENT AGENDA:**
 - A. Approval of regular session agenda
 - B. Approval of minutes of 03/02/2015 Council meeting

A change needed to be reflected in the roll call of 03/02/15 minutes. Councilors Newton and King were in attendance at the 03/02/15 meeting and the minutes will be changed to reflect that.

Motion by Whitehead. Second by King to approve the Consent Agenda with the change noted above to the 03/02/15 minutes.

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

6. **PRESENTATION**
None Scheduled

7. **STAFF REPORTS:**

Public Works Director. Blake Boyles was called away due to a family emergency, therefore no report was presented.

Chief of Police. Snyder reported the department is in the thick of RegJIN training. It may be a difficult transition and many hours of training will be going into it.

Snyder also reported they are working on two high priority cases that are taking up a good deal of staff time.

8. **PUBLIC HEARING:**
None Scheduled

9. NEW BUSINESS:

A. Discussion of City Manager evaluation tools and distribution of evaluations

DeBry presented the staff report. Heather Martin of Beery, Elsner and Hammond adjusted the evaluation tool and it is tailored to what the Council requested. Once Council decided on which evaluation tool they wanted to use the forms would be distributed to evaluators.

Consensus of the Council was to move forward with this evaluation form. Evaluators will include: 1.) City Councilors; 2.) City Manager; 3.) Department Heads; 4.) Full-time Staff. Evaluators will have a week to complete the evaluation. They will be returned to legal for compilation. Council will review the feedback at the April 6, 2015 in an Executive Session. Council will then be in discussions on the potential contract with the City Manager at the April 20, 2015 Council meeting.

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

DeBry presented the staff report. This IGA has been reviewed by legal. The police department has been working with WCCCA. Hatcher asked for a brief history of this document. RegJIN is a digital program that will allow police to answer calls and document calls in a database that will be distributed electronically to the various agencies involved in the process. Discussion ensued.

Motion by Simmons. Second by Whitehead to adopt 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. The motion was approved unanimously.

C. Discussion of revitalization of downtown area program (Supporting documents were distributed with the March 2, 2015 Council Packet)

DeBry presented the staff report. The Mayor had requested staff to redistribute reports that had been presented for the downtown area in previous years. The design had reached 85% completion level but was never fully implemented. The City can use some of this data for the Comprehensive Plan but some of the data is outdated. This packet that was distributed to Council as a resources to get familiar with what has been done year to date with the downtown revitalization.

Work on the downtown area is actually within the scope of the Urban Renewal Agency (URA). A URA orientation will be scheduled for April 20, 2015. This will be to discuss how we can use the URA as a tool for economic development. The URA will need to decide what they want to focus on, whether it be acquisition of property, façade development for businesses, or streetscape improvements. The new housing development along NW 307th Avenue is located in the URA district. The tax dollars

from those homes will become a part of the URA budget. The URA funds are available to use in the downtown revitalization. Discussion ensued.

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

DeBry presented the staff report. This topic comes up periodically especially around the time of city events. This can become a local law enforcement issue. Discussion ensued.

Consensus of the Council was for staff to come back with a proposed ordinance.

10. **UNFINISHED BUSINESS:**

None Scheduled

11. **ORDINANCES:**

FIRST READING:

None Scheduled

SECOND READING:

- A. Approval and adoption of Ordinance No. 424 amending Municipal Chapter 1.40.010 and 1.40.020 regarding the Parks Board membership. First reading by title only took place on 03/02/2015.

Motion by Simmons. Second by Newton to read Ordinance No. 424 by title only for the second time. The motion was approved unanimously.

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 second reading.

Motion by Simmons. Second by Newton to adopt Ordinance No. 424. The motion was approved unanimously.

12. **CITY MANAGER REPORT**

DeBry stated they met again with Recology and Washington County regarding the upcoming franchise renewal. Washington County Board of Commissioners is interested in obtaining information at the next Council meeting—they want to ask what North Plains would like to see come out of it. The City will need to renegotiate an agreement with Recology. They are talking again about accepting commercial waste. Currently there is a ban on accepting commercial waste. The Mayor wants it to be clear that North Plains does not want this to happen. Discussion ensued.

The McKay Creek Crossing subdivision application was approved by the Planning Commission at the March 11, 2015 meeting, however the Planning Commission denied the variance application to encroach upon the significant natural resource area. This may be coming forward to the Council on appeal.

Discussion ensued regarding the fish meal smell that comes out of the Van Dyke metal sheds on Commercial Street.

Boyles has spoken to the owners of the metal buildings and they are open to having a mural painted on the building.

Chief Snyder invited the Council to attend a virtual training module event that will take place in Hillsboro in May. This is a module that allows officers to go to train for hundreds of situations and scenarios.

13. COUNCIL REPORTS

There will be a URA meeting held on April 6 to discuss the proposed signage the Chamber of Commerce has been working on. The URA is in a position that they can pay for the sign and the installation. This would be an economic development opportunity to promote the downtown area.

There will be a second URA meeting scheduled on April 20 to provide an orientation for the new URA members and a refresher to those who have been involved for a while.

An executive session will be scheduled at the end of the April 6, 2015 Council meeting to review and discuss the feedback received for the City Manager performance evaluation.

The first FY2015-16 Budget Committee meeting will be held on Monday, April 13, 2015. This will take place at Jessie Mays Community Hall. The second meeting is scheduled for Monday, April 27, 2015. The Budget Committee recommends the budget to City Council. The Budget Committee is comprised of the seven council members and seven members-at-large. There are currently four openings on the Budget Committee. Applications are being sought.

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: Council adjourned the meeting at 8:10 p.m.

David Hatcher, Mayor

Margaret L. Reh, City Recorder

Date approved _____



DATE: April 6, 2015

TO: City of North Plains City Council

FROM: Theresa Koppang
Solid Waste & Recycling Program, Supervisor

SUBJECT: Nature's Needs Franchise Agreement Renewal

Background and Summary

On January 9, 2015, Washington County received a complete Franchise Agreement Renewal Application from Recology Oregon Compost, Inc. (Recology) for the operation of the Nature's Needs compost facility. The current term of the franchise ends in July 2015.

County staff and the City of North Plains staff met with Recology in early 2015 to discuss proposed operational changes at the facility as part of the Franchise Agreement renewal negotiations. The outcome of those discussions is reflected below in outlined proposed changes to the current Franchise Agreement between Recology and Washington County. Although a number of changes were discussed, the final draft agreement is largely a status quo document, with limited changes from the agreement that is currently in force.

Draft Franchise Terms and Conditions of Note

Term of Franchise:

Section 2.1, Term of Franchise; Extension of Term, the following language has been added:

The term of this Agreement shall begin as of the Effective Date of the Agreement and shall remain in effect for a period of FIVE (5) years following the effective date of the Agreement

The five-year term is consistent with Washington County Code 8.08 and the current Franchise Agreement.

Authorized Waste:

The proposed language does not deviate from the current Agreement. Authorized Feedstock continues to be limited to Type 3 from residential sources only with incidental amounts of commercial self-haul allowed.

The most substantial adjustment in the proposed language places a slightly greater requirement on the County and the Board of Commissioners related to terminating the facility's authorization to accept residential Type 3 feedstock. The new language requires that:

- Prior to termination of authorization, the County provides written notice describing the unacceptable odors, the dates when unacceptable odors have occurred and the approximate locations.
- The Franchisee develops, within ten days of notice, for County approval, a plan to remedy the cause of the unacceptable odors.
- The Board finds odors to be “unacceptable.”
- The Board finds that Franchisee made an “inadequate” response to remedying the odors.
- Should the Board terminate the authorization of the Franchisee to accept residential Type 3 feedstock, the Franchisee will cease accepting all Type 3 feedstock within THIRTY (30) days.

Exhibits:

The current Agreement contains three Exhibits; the proposed Agreement contains two Exhibits. The current *Exhibit A: Terms and Conditions, Authorization to Accept Residential Type 3 Feedstock* has been removed and updated. The new *Exhibit A: Additional Conditions*, includes a few proposed changes of substance. Included in the new language is the acknowledgement of the use of an aerated system with “biocovers” in lieu of tarps. This proposed change to the facility’s operations plan has been reviewed and approved by the facility’s solid waste permit issuer, the Oregon Department of Environmental Quality.

Additional new language includes that Franchisee notify the County and the City of North Plains of any activities that may result in increased odor levels, that franchisee shall not accept any materials that lack the necessary properties to break down in its composting process, and that County staff will continue to inspect the facility through regular site visits.

Remaining Edits:

Any additional edits within the proposed agreement do not make substantial changes to the current Agreement and may be considered “housekeeping” in nature.

Next Steps

County staff will present the proposed Agreement to the Washington County Solid Waste Advisory Committee at its April 9 meeting with a recommendation to approve the Agreement for another five-year term.

County staff will then present the proposed Agreement to the Board of County Commissioners; first in a work session in May, and then for final action in June or July. The Board’s action on the Agreement will include a public hearing.

MODIFIED FRANCHISE AGREEMENT

Between
Recology Oregon Compost, Inc. and Washington County, Oregon
As it Relates to the Operation of the
NATURE'S NEEDS COMPOST FACILITY

This ~~Modified~~ Franchise Agreement (the "Agreement") is entered into this _____ day of _____, ~~2013-2015~~ (the "Effective Date") by and between Washington County, Oregon (the "County"), located at 155 North First Avenue, Hillsboro, Oregon 97124 and Recology Oregon Compost, Inc., owner and operator of Nature's Needs, (the "Franchisee"), located at 9570 NW 307th, North Plains, Oregon 97133 (the "Facility"). The County and the Franchisee shall be referred to collectively as the "Parties" and individually as a "Party."

Recitals

WHEREAS, the County is authorized to enter into this Agreement under the authority of ORS 459 of the laws of the State of Oregon and Chapter 8.08 of the Washington County Code, Solid Waste Disposal Sites (the "Ordinance"), and

~~WHEREAS, the Franchisee entered into an Agreement effective July 20, 2010, and~~

~~WHEREAS, the Franchisee enters into this modified Agreement in recognition of the authorization of the Board of County Commissioners (the "Board"), effective January 22, 2013, and~~

~~WHEREAS, the Oregon Department of Environmental Quality (DEQ) issued Solid Waste Disposal Site: Compost Facility Permit Number 1445 to Franchisee on April 8, 2011, authorizing the Franchisee to establish, operate and maintain a solid waste disposal facility, specifically a compost facility, in conformance with the requirements, limitations and conditions set forth within said permit, and~~

~~WHEREAS, the Franchisee entered into a Franchise Agreement to operate a disposal site, specifically a compost facility, located at 9570 NW 307th Avenue, North Plains, Oregon 97133 effective March 25, 2013, and~~

~~WHEREAS, the Franchisee filed an application for renewal of the Agreement by County on November 13, 2014, and~~

WHEREAS, the Parties desire through this Agreement to set forth the terms, conditions, rights, restrictions and obligations under which the Franchisee may receive the types of solid waste at the Facility specified by this Agreement, consistent with the Ordinance and state and federal law, and

~~WHEREAS, the Franchisee enters into this Agreement in recognition that the demonstration project has been terminated and all commercial Type 3 feedstock shall cease to be accepted at the Facility no later than April 1, 2013, and~~

~~WHEREAS, the Parties desire through this Agreement to set forth the terms and conditions under which the Franchisee may continue to receive residential Type 3 feedstock at the Facility, and~~

WHEREAS, the Parties desire through this Agreement to standardize the procedures to be followed by the County in its regulation of the Franchisee's operations, including the

acceptance of residential Type 3 feedstock materials,

Now, therefore, the Parties agree as follows:

Agreement

Section 1: Award

- 1.1 Subject to the terms and conditions set forth in this Agreement, and to the provisions of DEQ Disposal Permit, Composting Facility No. 1445, attached as Exhibit B, the Ordinance and state and federal law, and to any other permit issued by a public agency having jurisdiction, the Franchisee is awarded a franchise to operate a solid waste disposal site, specifically a composting ~~plant~~operation, at the Facility. [For the purposes of this Agreement, "Facility" shall refer to the franchised compost operation taking place at 9570 NW 307th, North Plains, Oregon 97133, "Site Address." This Agreement does not apply to other operations \(for example delivery services, rock and aggregate sales\) co-located at the Site Address that are not related to the receipt of Authorized Waste.](#) The granting of this franchise by the Board shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste at the Facility during the term of this Agreement.

Section 2: Term of Franchise; Extension of Term

- 2.1 The term of this Agreement shall begin as of the Effective Date of the Agreement and shall remain in effect [for a period of ~~TEN~~FIVE \(405\) years following the effective date of the Agreement until July 20, 2015.](#) The Agreement shall be renewable unless grounds exist for refusal to renew as provided in WCC Chapter 8.08, the rules promulgated thereunder and the franchise terms. The Franchisee may submit notice of its intent to renew at any time. No later than ONE HUNDRED TWENTY (120) days prior to expiration of the Agreement, however, the Franchisee shall submit its application for renewal. The Franchisee may, however, submit a new franchise application at any time.
 - 2.1.1 If the Franchisee notifies the County of its desire to renew, it shall submit with its notice a report detailing its compliance with WCC Chapter 8.08 and the conditions imposed herein. Renewal shall be reviewed by the Solid Waste Advisory Committee (SWAC) and approved by the Board prior to the expiration of the franchise. The Board shall within THIRTY (30) days issue an order deciding that the Franchisee either qualifies for renewal, qualifies provided that certain additional conditions are complied with, or does not qualify for renewal.
 - 2.1.2 Grounds for refusal to renew include, but are not limited to, failure to comply with the terms of this Agreement, the requirements of the Ordinance, state and federal

law, and failure of the Franchisee to take all reasonable and appropriate steps to resolve odor complaints and to ultimately control odors adequately as determined by the Board.

Section 3: Authorized Waste

- 3.1 The Franchisee is authorized to accept at the Facility the following solid wastes:
- 3.1.1 Type 1 compostable feedstock including wood waste, yard debris and pre-consumer vegetable waste;
 - 3.1.2 Type 2 compostable feedstock including manure and bedding materials; and
 - 3.1.3 Type 3 compostable feedstock, originating from residential sources only, including food waste such as meat, dairy products and other types of post-consumer food waste.
- 3.2 Authorization to accept residential Type 3 feedstock materials is subject to the terms and conditions outlined within Exhibit A of this Agreement. An exception shall be allowed for incidental amounts of commercial Type 3 feedstock that is self-hauled directly to the Facility. These amounts shall not exceed TEN (10) tons per week or ONE-HUNDRED (100) tons per year.

3.3 County has the right to terminate the authorization to accept residential Type 3 feedstock independent of any other agency actions or the status of any other agency permits or approvals.

3.4 Failure of Franchisee to have in place at all times all required government approvals necessary to take Type 3 feedstock automatically suspends or terminates the County's authorization to accept residential Type 3 feedstock.

3.5 In addition to any other rights and remedies under this Agreement, grounds for termination of authorization to accept residential Type 3 feedstock include odor levels that are found to be "unacceptable" by the Board of Commissioners, with inadequate response actions taken by the Franchisee to remedy the cause of the odor. The Board of Commissioners may proceed to provide written notice of termination of this authorization TEN (10) working days prior to the effective date of said termination.

~~In addition to any other rights and remedies under this Agreement, grounds for termination of authorization to accept residential Type 3 feedstock include, but are not limited to, odor levels that are found to be "unacceptable" by the Board of Commissioners. The Board of Commissioners may proceed to provide written notice of termination of this authorization TEN (10) working days prior to the effective date of said termination.~~

OR

In addition to any other rights and remedies under this Agreement, odor levels that are found to be "unacceptable" by the Board of Commissioners, with inadequate response actions taken by the Franchisee to remedy the cause of the odor may result in the reduction of volume or percentage of food materials received at the facility. Should odor levels continue to be unacceptable, the Board of Commissioners may suspend or terminate the authorization to accept Type 3 feedstock. The Board of Commissioners may

proceed to provide written notice of termination of this authorization TEN (10) working days prior to the effective date of said termination.

3.5.1 Opportunity to Cure. County shall provide written notice to Franchisee describing the reasons the odors, why they are unacceptable, the dates when unacceptable odors have occurred and their approximate locations. Franchisee has ten(10)days from receipt of notice to provide a Plan acceptable to the County to cure identified unacceptable odors. If County finds such plan to be unacceptable, County may either proceed to terminate under Section 3.4, or at the County's option, allow Franchisee to provide an alternative plan to cure

3.6 Should the Board terminate the authorization of the Franchisee to accept residential Type 3 feedstock, the Franchisee will cease accepting all Type 3 feedstock within THIRTY (30) days.

Section 4: Tonnage Cap

- 4.1 A Tonnage Cap of EIGHTY THOUSAND (80,000) tons per year shall limit annual volumes at the Facility.
- 4.2 County may, at its sole discretion, increase the amount of the annual Tonnage Cap.

Section 5: Rate Preference Prohibition Exception

As provided in WCC Section 8.08.660, an exception to the rate preference prohibition may be granted within the Agreement. Franchisee is permitted to offer a disposal rate that is different than the published rate for Authorized Waste under any of the following circumstances:

- The disposal rate is established through a competitive bid or solicitation process; OR
- Rates set are comparable to all customers receiving like and contemporaneous service under substantially similar circumstances; OR

~~5.4 The County approves a variance from the published disposal rate if said rate has been established through a competitive bid or solicitation process.~~

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Section 6: Franchise Fees

- 6.1 The Franchisee shall pay to the County a franchise fee on all revenues, fees and charges, from whatever source derived, received in connection with the operation of this disposal site franchise in an amount established in the Ordinance. Such franchise fee shall not be in lieu of any other revenue or regulatory fees, taxes or charges imposed on the Franchisee by any other public agency.
- 6.2 The franchise fee shall be due to the County on a quarterly basis, payable by the Franchisee no later than the THIRTIETH (30th) day of the month following the end of the

quarter. The Franchisee shall submit to the County a quarterly Gross Receipt Statement Report, in a form provided by the County. The County shall maintain as confidential as prescribed in Section 8 of this Agreement, such reports and information submitted by the Franchisee, or inspected by the County or its authorized agents.

- 6.3 Unless specifically agreed in writing by County, the County's acceptance of any payment made by the Franchisee shall not be construed as an accord by the County that the amount paid is, in fact, the correct amount, nor shall the County's acceptance of such payments be construed as a release of any claim the County may have against the Franchisee for further or additional sums payable, or for the performance of any other obligation of the Franchisee.
- 6.4 Franchisee shall keep records and other supporting information reasonably necessary to support its calculation of gross receipts and franchise fees owed and paid to the County, including records of its pricing and rate structure, as well as information related to discounts it provides and any credit or rebate system it uses, for Solid Waste accepted at the Facility. On or before June THIRTIETH (30th) of each year, Franchisee shall prepare and submit to the County a certified independent accountant's "Annual Report" for the prior calendar year period that summarizes the gross receipts for the prior year period and the calculation of franchisee fees based on the gross receipts. Annual Report shall also verify, to the satisfaction of the County, that any disposal rate that has not been established through a competitive bid or solicitation process has been uniformly charged to all customers receiving like or contemporaneous service under substantially similar circumstances. County shall keep all such information confidential as provided in Section 8 of this Agreement.
- 6.5 The County shall have the right to audit the Annual Report and Franchisee's records to verify the determination of gross receipts and the calculation of the franchise fee paid or payable under this Agreement. If, as a result of the audit, the County determines that the Franchisee failed to pay the correct amount of franchise fees, Franchisee shall within THIRTY (30) days pay any amount underpaid and the County shall reimburse any amount overpaid. If the audit determines that the Franchisee underpaid the franchise fees by more than FIVE PERCENT (5%), the Franchisee shall pay the County for its reasonable costs incurred in conducting the audit.
 - 6.5.1 The County will have NINTEY (90) calendar days to provide notice to Franchisee of its intent to audit or otherwise review and object to the Annual Report. If no notice of audit is given and no objection raised by the County concerning the information supplied in the Annual Report, then any issues concerning the Annual Report, rate and rate preferences for the subject year shall be deemed to have been conclusively resolved.

Section 7: Records, Financial Information and Reports

- 7.1 The Franchisee shall maintain and make available to the County the records and reports set forth in this section.
 - 7.1.1 Records. The Franchisee shall maintain, as reasonably necessary, records regarding all Solid Waste transported, treated, disposed of, or otherwise processed at the Facility, and shall make such records available to the County for inspection upon not less than FIVE (5) business days written notice from the County.

Franchisee shall also maintain records regarding the sale of any and all material processed at the Facility and make those records available to the County for inspection upon not less than FIVE (5) business days written notice from the County.

- 7.1.2 Reports. The Franchisee shall report to the County no later than the THIRTIETH (30th) day of the month following the end of each quarter, the number of tons of Solid Waste transported, disposed of, or otherwise processed at the Facility during each of the preceding THREE (3) months. Submitted reports shall include data for each month of the previous quarter, in a form provided by the County. Such reports shall provide the types and quantities of Solid Waste delivered to and the sale of all material processed at the Facility. Such reporting period shall commence upon the Effective Date hereof.
- 7.1.3 Permits. The Franchisee shall provide to the County copies of all permits relating to operation of the Facility. Copies of renewals or revisions of existing permits and newly issued permits shall be provided to the County within FIVE (5) business days of receipt by the Franchisee. The Franchisee shall provide to the County, within FIVE (5) business days, a copy of any notice of any official enforcement action regarding the Facility or its operations, including but not limited to, a notice of violation of, or non-compliance with statute, regulation, or permit condition.

Section 8: Confidentiality

- 8.1 The County recognizes and acknowledges the confidential and proprietary nature of the financial information and records of the Franchisee submitted to the County pursuant to this Agreement for the purpose of determining the Franchisee's payment of franchise fees. The County further recognizes and acknowledges that the Franchisee faces competition in its business operations, that the records and information that the Franchisee shall submit to the County pursuant to this Agreement are of a nature which reasonably should be kept confidential, and that disclosure of such records and information will diminish or adversely affect competition in the composting business and, as a result, harm the public interest.
- 8.2 When submitting to the County the confidential information required to be submitted by this Agreement or the Ordinance, the Franchisee shall mark such documents as confidential. The Franchisee shall clearly and conspicuously stamp the word "Confidential" on each page of such documents that contain confidential or proprietary information, and shall provide a brief written explanation as to why such information should be maintained as confidential. The County shall keep all such documents separate from its other records and materials.
- 8.3 Subject to the provisions of the Oregon Public Records Law, ORS Chapter 192, the County agrees to treat as confidential and, to the extent permitted by law, to refuse to disclose publicly, any books, records, documents, or the contents thereof, that constitute proprietary or confidential information, to the extent the Franchisee has made the County aware of such confidentiality as prescribed by Section 8.2 hereof. No County staff member, consultant to the County, SWAC member, or Board member, or their agents shall disclose such confidential information unless a court or other agency of competent jurisdiction orders that such disclosure be made. No SWAC member having any interest in or association with a competitor of the Franchisee, or any of its affiliates shall be

allowed access to such confidential information. If the County believes it must disclose any such confidential information in the course of its performance of this Agreement, or for any other reason, it shall advise the Franchisee sufficiently in advance of making such disclosure to permit the Franchisee to take appropriate actions to protect its interests.

- 8.4 In the event that the County receives a demand from any person for disclosure of any information designated by the Franchisee as confidential, the County shall, to the extent permitted by law and within a reasonable time, advise the Franchisee that such demand has been made and provide the Franchisee with a copy of such demand. Until otherwise ordered by the District Attorney, or a court or agency of competent jurisdiction, the County agrees that, to the extent permitted by law, it shall deny access by any person to any of the Franchisee's confidential information, as set forth herein.

Section 9: Transfer of Ownership or Control of the Franchise

- 9.1 The Facility shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, by ~~involuntary or by~~ voluntary sale, merger, consolidation, nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any person or entity other than the Franchisee without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.
- 9.1.1 Approval by the County. The Franchisee and any prospective purchaser or transferee shall submit a written request to the County requesting the County's approval of such sale or transfer, and shall furnish any information relating to such sale or transfer required by law and requested by the County. Such information shall be subject to the Confidentiality provisions of this Agreement, as set forth in Section 8 hereof. The County shall issue a final written decision in response to such request within SIXTY (60) days following County's receipt of all information required by the County. In the event that the County does not issue such decision within such SIXTY (60) day period, the Franchisee's request for approval of such sale or transfer shall be deemed to have been approved by the County.
- 9.1.2 In conducting its review of the Franchisee's request for the sale or transfer of the Facility, the County may inquire into the legal, technical and financial qualifications of the prospective transferee, and the Franchisee shall use its best efforts to assist the County's inquiry. The County may condition such sale or transfer upon such terms and conditions as it deems reasonably appropriate; provided, however, any such terms and conditions so attached shall be related exclusively to the legal, technical and financial qualifications of the prospective transferee and to the resolution of outstanding and unresolved issues, if any, of noncompliance with the terms and conditions of this Agreement by the Franchisee.
- 9.1.3 The consent or approval of the County to any sale or transfer of the Facility by the Franchisee shall not constitute a waiver or release of any rights of the County, and any such sale or transfer shall by its terms be expressly subject to the terms and conditions of this Agreement and be performed in accordance with applicable laws and regulations.
- 9.1.4 Within THIRTY (30) days following the closing of a transfer or sale of the Facility, if approved or deemed approved by County, the Franchisee shall file with the County

a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer, certified and sworn to as correct by the Franchisee and the transferee.

9.2 Transfer of Control. The Franchisee shall promptly notify the County of any change in, or transfer, or acquisition of control of the Franchisee by any other party. As used herein, the word "control" shall refer to ownership of an interest in the Franchisee sufficient to permit the entity having such interest to influence the operation, management and general conduct of business of the Facility. A rebuttable presumption that a transfer of control has occurred shall arise on the acquisition or accumulation by a person or group of persons of THIRTY PERCENT (30%) of the shares of the Franchisee; provided, however, that such presumption shall not arise in the case of such acquisition or accumulation by a person or persons owning upon the Effective Date a TEN PERCENT (10%) or greater interest of the Franchisee. This Agreement shall become subject to cancellation by the County upon any such change, transfer or acquisition of control of the Franchisee unless and until the County has consented thereto, which consent shall be in writing and shall not be unreasonably withheld or delayed. The County's consent to such a transfer of control of the Franchisee shall not be subject to the review and approval procedures relating to a transfer of the Facility set forth in Sections 9.1.1 and 9.1.2, hereof.

Section 10: Subcontractor and Agent Compliance

10.1 The Franchisee shall be responsible for ensuring that its contractors and agents operate in compliance with the terms and conditions of this Agreement.

Section 11: Indemnification

11.1 To the extent any claim is not insured under the policy purchased by the Franchisee under Section 12 of this Agreement, each Party agrees to indemnify the other from each and every claim which the indemnitor will be legally liable to pay if: (a) a claim asserting the same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made, and (b) the loss or injury sustained by the claimant resulted from the acts, errors or omissions of the indemnitor to those for whose actions the indemnitor is legally responsible. This mutual right to indemnity is in addition to and not in lieu of any other right of contribution or indemnity that may exist in favor of either Party under Oregon law; and the right to indemnity extends to officers, employees and agents of the indemnitee for all claims made against them because of their actions or capacity as such. "Indemnify," as used herein, means to indemnify, defend and hold harmless.

Section 12: Insurance

12.1 Franchisee shall procure and at all times thereafter maintain with insurers acceptable to the County the following minimum insurance coverages.

12.1.1 In the event that Franchisee does not obtain, renew or maintain the required insurance and furnish evidence thereof, County may either procure the required coverages at Franchisee's expense or treat such an event as a material default under this Agreement and exercise any remedies provided under this Agreement.

12.2 Franchisee shall deliver to the County, prior to the commencement of this Agreement, a certificate of insurance evidencing all policies required by this Agreement, including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a certificate of insurance(s) and/or the endorsement(s). Further, it is an affirmative obligation upon the Franchisee, not its insurance carrier, to advise the Health and Human Services Department within TWO (2) business days of the Franchisee's knowledge of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a violation of this Agreement.

12.2.1 County shall reasonably rely upon the certificate(s) of insurance as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies expire during the life of this Agreement, it is the Franchisee's responsibility to forward renewal certificates.

12.3 All insurance carriers must have an AM Best rating of A VIII or better.

12.4 By requiring insurance, County does not represent that the coverage and limits will be adequate to protect Franchisee. County reserves the right to review any and all of the insurance policies cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of compliance with the insurance requirement herein shall not relieve Franchisee from, nor be construed or deemed a waiver of, its obligation to maintain and renew the required insurance.

12.5 Franchisee shall provide insurance coverage and limits as described below. All insurance carried by Franchisee must be primary and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage. The waiver of subrogation endorsement must be attached to the certificate of insurance.

12.5.1 Franchisee shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation insurance has been or will be obtained by the County for Franchisee or Franchisee's employees or subcontractors. Franchisee shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

12.5.2 Commercial General Liability insurance coverage shall include, but not be limited to coverage for independent and subcontractors, including coverage for products and completed operations through the statute of repose and statute of limitations. This insurance shall include contractual liability coverage to the extent applicable for the indemnity provided under this Agreement.

The minimum limits shall be:

\$2,000,000 Policy Aggregate

\$2,000,000 Products and Completed Operations Aggregate

\$1,000,000 Each Occurrence

\$1,000,000 Personal and Advertising Injury

12.5.3 Franchisee shall at all times carry Automobile Liability insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property

Damage for Franchisee's vehicles, whether owned, hired, or non-owned, used in connection with the work of this Agreement, which includes coverage for County, its agents, officers, elected officials and employees.

12.5.3.1 If hauling hazardous waste is part of the scope of this Agreement, an MCS 90 endorsement and the ISO form CA 9948 Pollution Liability Broadened Coverage must be included on the policy.

12.5.4 Coverage for sudden and accidental pollution liability is required. The minimum amounts are \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

12.5.5 Property insurance coverage for the Franchisee's tools, equipment or other property shall be the responsibility of the Franchisee.

12.6 Any deductible or retention amount shall be for the account of the Franchisee. Franchisee is responsible to pay any amounts within the deductible or retention amount without contribution from the County.

12.7 The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Franchisee's services to be provided under this Agreement. Franchisee's General Liability and Auto Liability policies must be endorsed to show this additional coverage. The Additional Insured status must include both ongoing operations and completed operations. The additional insured endorsement must be attached to the certificate of insurance.

12.8 Franchisee shall require and verify that all of its subcontractors, performing work directly related to the provision of franchised services, provide insurance coverage and limits identical to the insurance required by the Franchisee under this Agreement, unless this requirement is expressly modified or waived by the County.

General Conditions

Section 13: Waiver and Amendment

13.1 No waiver of any term or condition of, or amendment to this Agreement, shall be effective unless such waiver is set forth in writing and signed by both a duly authorized representative of the Board and by an authorized officer of the Franchisee. Waiver of a term or condition of this agreement by either Party shall not waive nor prejudice that Party's right otherwise to require performance of that same term or condition or any other term or condition of this Agreement.

13.1.1 Should the Franchisee wish to amend the Agreement, the Franchisee must submit notice of its intent to amend the Agreement in writing.

13.1.2 If the Franchisee notifies the County of its desire to amend the Agreement, it shall submit with its notice a report detailing its compliance with WCC Chapter 8.08 and the conditions imposed herein. The requested amendment shall be reviewed by SWAC and approved by the Board.

13.1.3 Grounds for refusal to amend include, but are not limited to, failure to comply with

the terms of this Agreement, the requirements of the Ordinance, state and federal law, and failure of the Franchisee to take all reasonable and appropriate steps to resolve odor issues.

Section 14: Applicable Law

14.1 This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon.

Section 15: Compliance with Law

15.1 If any section, subsection, paragraph, term or provision of this Agreement or any ordinance, law or document incorporated herein by reference is held by a court or administrative body of competent jurisdiction to be invalid, unconstitutional or unenforceable, such holding shall not render this Agreement void or voidable, but shall be construed by the Parties to apply in its operation to the section, subsection, paragraph, term or provision directly involved in the controversy in which such holding shall have been rendered, and shall not in any way affect the validity of any other section, subsection, paragraph, term or provision hereof. Under such circumstance the Parties shall meet and confer in good faith to amend this Agreement, as such may be required as a result of the court's determination. The purpose of such amendment shall be to place the Parties, as nearly as possible, in the position that they occupied with respect to the obligation of each prior to such determination, consistent with applicable law. In the event the Parties are unable to agree to a modification of this agreement within SIXTY (60) days following the commencement of such meetings, either Party may seek appropriate judicial remedies.

15.1.1 In the event that a Party hereto, by force of law or regulation, at any time during the Term of this Agreement, is ordered or required by a court or administrative body having jurisdiction over such Party to perform or refrain from performing any act relative to this Agreement, which act materially impairs or alters such Party's ability to perform its obligations arising herefrom, such Party shall immediately notify the other Party of such condition and the Parties shall commence negotiations in good faith, in the manner prescribed in Section 15.1 hereof, to amend this Agreement in a manner that will permit such Party to perform its obligation under this Agreement.

15.2 The obligations of the Franchisee under this Agreement are subject to the provisions of WCC Chapter 8.08 of the Ordinance in effect as of the Effective Date. Nothing herein is intended or shall be construed as preventing the County from amending the Ordinance, and the obligations of the Franchisee hereunder shall be subject to such amended provisions of the Ordinance. If any term of this Agreement conflicts with any term of the Ordinance, the terms of the Ordinance shall control.

15.3 Relation to Other Provisions of Law. This Agreement and all rights and privileges granted under it are subject to, and the Franchisee shall exercise all rights hereunder in accordance with, applicable law as amended over the Term of this Agreement. This Agreement does not confer any property right nor are any contractual or other rights or immunities conferred upon the Franchisee, except as expressly provided herein. In the event of a conflict between this Agreement and any ordinance of general application enacted pursuant to County's police power, except as provided in Section 15.1.1 hereof, that ordinance shall govern; provided, however, nothing herein shall be interpreted to

prevent the Franchisee from challenging the lawfulness or enforceability of any provision of applicable law.

Section 16: Remedies

16.1 Remedies set forth in this Agreement are cumulative and not exclusive; such that the exercise of one remedy shall not prevent the exercise of another remedy or the exercise of any rights of the Franchisee or the County at law or equity. Without limitation, the recovery of amounts under the insurance or indemnity provisions of this Agreement shall not be construed as an election of remedies; a limit on the liability of the Franchisee under this Agreement for fines or otherwise, or an excuse of faithful performance by the Franchisee.

Section 17: Entire Agreement

17.1 This Agreement, together with all appendices, attachments and exhibits, contains the entire agreement between the Parties, supersedes all prior agreements or proposals except as specifically set forth herein and cannot be amended orally, but only by an instrument in writing executed by the Parties.

Section 18: Additional Conditions

18.1 This Agreement shall be subject to the following Additional Conditions:

~~Exhibit A – Terms and Conditions: Authorization to Accept Residential Type 3 Feedstock~~

Exhibit ~~B-A~~ – Additional Conditions

Exhibit ~~B-G~~ – DEQ Disposal Permit, Composting Facility, Permit No. 1445

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Dated this _____ day of _____, 2013

By: _____
Board of County Commissioners
Washington County, Oregon

By: _____
George McGrath, Chief Operating Officer
Recology Oregon Compost, Inc.

Date: _____

Mailing Address:

Street

|

City

State _____

Zip _____

EXHIBIT A
Additional Conditions
Franchise Agreement:
Washington County/ Recology Oregon Compost, Inc.

1. Recology Oregon Compost, Inc. (Franchisee) shall comply with all the criteria set forth in Washington County Code (WCC) Chapter 8.08. Failure to comply with the WCC Chapter 8.08 or any of the following Conditions may result in a penalty, suspension, revocation or failure to renew the franchise as provided for in WCC Chapter 8.08 and the rules and regulations adopted thereunder, as currently adopted or as amended. Franchisee shall cooperate in good faith with any Washington County (County) investigation or review of alleged violations.

Franchisee shall comply with its [DEQ approved](#) Operations Plan including any addendum or modifications of that Operations Plan approved by [DEQ staff](#). In addition to the steps set forth in its Operations Plan, the Franchisee shall comply with all Oregon Department of Environmental Quality (DEQ) and Metro Regional Government (Metro) requirements for controlling odors related to the receipt of Type 3 feedstock, including but not limited to, any requirement to maintain a blower system with bio-filters to draw odors from the compost. The County retains the independent authority to enforce any odor-related DEQ requirements through the enforcement provisions of WCC Chapter 8.08.

In addition to the odor minimization procedures contained in the facility's Operations Plan, the Franchisee shall take whatever steps are necessary to eliminate the negative impact of malodors on public welfare including identifying and implementing any necessary improvements. These enhancements or modifications may include additional capital improvements or changes to operational protocols. These improvements are the financial responsibility of the Franchisee. All incoming Type 3 feedstock will be processed using an [an tarp type in vessel system aerated system with biofilters](#) or equivalent or better technology. No open windrows will be used to process incoming Type 3 feedstock during the first THREE (3) weeks of the composting process. Material [containing Type 3 feedstock](#) will be allowed to be placed in open windrows only after it has been [properly cured in a tarp type in vessel system initially processed using an aerated system with biofilters](#) or equivalent or better system as approved by either DEQ or the County.

2. The Franchisee shall notify and advise County staff of observations and remediation methods employed as a result of facility inspections into odor events. Franchisee will also provide County staff with updated information on the timing and progress of changes to protocols and results of implementation. Upon determination by County staff that the Franchisee's effort to mitigate malodors has not been successful, County staff shall require the Franchisee to initiate a TWENTY-FIVE PERCENT (25%) volume reduction of all incoming feedstocks to the Facility immediately. This will be followed by an additional TWENTY-FIVE PERCENT (25%) reduction in volumes each week thereafter, until the presence of malodor is no longer present. County staff may also determine and require the Franchisee to stop accepting all incoming feedstock to the Facility at any point in this process if necessary. Once malodor events have been controlled, County staff and the Franchisee's Facility Operators will work cooperatively to evaluate the appropriate time to

begin increasing feedstock volume. County staff will then determine and approve a start date and phase-in schedule for reintroduction of feedstock.

3. Franchisee shall notify the County and City of North Plains when facility activities that are outside of regular, steady-state operations, are likely to produce a significantly increased level of odor. This includes weather related impacts to operations.
4. Franchisee shall operate in accordance with its DEQ Approved Feedstock Monitoring Plan to reduce and control the potential for contaminants (including non-compostable plastics) which may be present within received feedstock. Franchisee shall not knowingly accept for compost any plastic-based bags or foodservice ware that lacks the necessary properties to fully breakdown or compost within Franchisee's current processing system. Nothing in this Term and Condition 8 shall prevent County and Franchisee from reassessing the addition of these feedstocks.
5. County staff shall continue to inspect and monitor the Franchisee's operations through periodic site visits to the facility and surrounding area.
6. Franchisee shall not accept any Type 3 feedstock loads under the authority of this Agreement that are more than SEVEN (7) calendar days old. In addition, the Franchisee shall have the right under the authority of this Agreement to reject any Type 3 feedstock loads that may contribute to the generation of malodorous odor conditions.

~~3.7.~~ Pursuant to WCC Section 8.08.200 (8), the Franchisee shall maintain the frontage road to its Facility including the prevention of potholes.

~~4.8.~~ Pursuant to WCC Section 8.08.200 (22), the Franchisee shall submit annual water quality laboratory test results, as required by DEQ, to County staff within THIRTY (30) working days of receipt of said results. If DEQ changes its water quality testing requirements for Franchisee's Facility, the Franchisee shall comply accordingly and continue to submit corresponding water quality laboratory results to County staff within THIRTY (30) working days of results. The Franchisee will be held to DEQ water quality standards.

~~5.9.~~ Pursuant to WCC Section 8.08.200 (24), the Franchisee shall post for public viewing the days of the week and hours of operation at the Facility in plain view.

~~6.10.~~ Pursuant to WCC Section 8.08.230 D, the Franchisee shall submit proof of financial assurance in a form and of a value sufficient to satisfy the County within TEN (10) days after the grant of the franchise by the Board, but before issuance of the franchise.

~~7.11.~~ Pursuant to WCC Section 8.08.250, prior to the issuance of the franchise, the Franchisee shall prove to the reasonable satisfaction of County that it has sufficient financial ability to meet the obligations imposed by WCC Chapter 8.08. This submittal shall be made within THIRTY (30) days of the grant of the franchise.

~~8.12.~~ Pursuant to WCC Section 8.08.260, the Franchisee

shall keep records on site of the amount by weight and volume of incoming feedstock and outgoing finished product. Such records shall be made available for review by County staff upon request.

~~9.13.~~ Pursuant to WCC Section 8.08. 280, the Franchisee shall provide evidence that its Facility is in compliance with the water system requirements of the Washington County Environmental Health Program.

~~10.14.~~ Pursuant to WCC Section 8.08.400 A, the Franchisee shall provide the County and feedstock generators written notice of intent to perform site closure and restoration at least NINETY (90) days prior to beginning such closure and site restoration. This notice shall include dates of suspension of feedstock acceptance.

~~11.15.~~ Pursuant to WCC Section 8.08.710:

~~11.15.1~~ The Franchisee shall provide closure and site restoration necessary to protect public health, safety, and the environment.

~~11.215.2~~ The operation and Facility grounds, ponds, and drainage areas shall be cleaned by Franchisee of all residues from composting operations including, but not limited to, compost materials, construction scraps, and other materials related to the operations, and these residues shall be legally recycled, reused, or disposed of properly.

~~11.315.3~~ All machinery shall be cleaned and removed or securely stored by Franchisee.

~~11.415.4~~ All remaining structures shall be cleaned of compost materials, dust, particulates, or other residues related to the composting site and restoration operations by Franchisee. Within THIRTY (30) days of completion of closure, the Franchisee shall file a report with staff verifying that closure was completed in accordance with this Condition.

~~12.16.~~ All complaints shall be processed as follows:

~~12.16.1~~ All complaints shall be reported to County by the next County working day.

~~12.216.2~~ The Franchisee shall maintain records in the form of complaint logs of any written or verbal complaints received from the public or a customer, including but not limited to, information on the nature of the complaint, name, address, and telephone number of the complainant, the date the complaint was received, and any action taken to respond to the complaint. A copy of complaint logs shall be submitted by Franchisee to County staff quarterly.

~~12.316.3~~ Complaint logs shall be maintained onsite by Franchisee for a TWO (2) year rolling period.

~~13.17.~~ Inclement Weather Operation:

~~13.17.1~~ During severe climatic conditions, the Franchisee shall provide supplemental road maintenance, if needed, to accommodate incoming material to the Facility. The Franchisee shall maintain access roads and the tipping area in and to the Facility to minimize potential problems associated with inclement weather.

~~13.2~~17.2 The Franchisee shall water the access roads and the tipping area in and to the Facility as necessary to control dust.

~~13.3~~17.3 The Franchisee shall remove snow, ice, and other obstacles from the roads and tipping area in and to the Facility to ensure safe movement, prior to customer access.

~~14.18.~~ The Franchisee shall record the number of loads rejected and the reason rejected. The Franchisee shall keep the records onsite for FIVE (5) years.

~~15.19.~~ Spill Response/Litter Abatement:

~~15.4~~19.1 The Franchisee shall maintain the area within ONE-THIRD (1/3) of a mile radius from the property line of the Facility to keep it free from litter resulting from feedstock spillage.

~~15.2~~19.2 The Franchisee shall control blowing debris at the Facility so that the entire Facility is maintained reasonably free of litter at all times.

~~16.20.~~ All violations of permits/conditions must be reported to County staff within FIVE (5) working days of the Franchisee's receipt of such information. Records shall be maintained by Franchisee for FIVE (5) years.

~~17.21.~~ The Franchisee will maintain compliance with, and must maintain its approval from, the Washington County Department of Land Use and Transportation, the DEQ and Metro, as applicable for the Facility, during the term of this Agreement. Failure for Franchisee to maintain said compliance shall be grounds for the County to initiate enforcement proceedings of this Agreement as provided for within WCC Section 8.08.410 Enforcement – Notice of Violation of the Ordinance.

Margaret Reh

From: David Hatcher
Sent: Friday, March 27, 2015 12:39 PM
To: Margaret Reh
Subject: FW: Franchise Revision
Attachments: Natures Needs Franchise Revision 3.2015.doc

Margaret

I think these emails that I received needs to be included in the City Council packet for the Recology discussion.

David

From: Tom Brian [tom.brian@frontier.com]
Sent: Tuesday, March 17, 2015 8:08 PM
To: David Hatcher; Martha DeBry
Subject: FW: Franchise Revision

Dear Mayor Hatcher and Martha,

Thank you for your time to discuss the proposed franchise agreement renewal yesterday. After the meeting, Jon and Ame discussed the issues raised with the Recology Team. They understood the concerns you expressed, and the local issues that still linger, even if the reasons may no longer exist. Nonetheless, perception is sometimes reality and Recology respects what you had to say.

As a result, Recology has withdrawn its request for a ten year renewal period and is now asking only for the FIVE YEAR renewal. Also, they have withdrawn the request to allow a phased-in and carefully monitored increase in food material. So, again, there is no change in the renewal versus the existing agreement with regard to percentage of food materials allowed.

Recology hopes these changes to the renewal application substantially decrease local concerns and especially the concerns of and pressure upon city leadership. The County staff will be reviewing these changes and will no doubt include the final application details at your City Council meeting of April 6th.

Please let me know if you have any questions or comments.

Tom Brian

Consultant to Recology

From: Ame LeCocq [mailto:alecocq@recology.com]
Sent: Tuesday, March 17, 2015 7:43 PM
To: 'Theresa Koppang'; Thomas Egleston
Cc: Jon Thomas; Tom Brian
Subject: Franchise Revision

Hello Theresa and Tom,

Thank you again for coordinating the meeting between Washington County, Recology, and the City of North Plains. Following that meeting, Recology met internally, and based on the feedback we heard, we've made the attached proposed revisions to the franchise agreement.

After you've had a chance to review, I'd like to get your thoughts on the presentation to the SWAC in April.

Please feel free to contact me with any questions.

Ame LeCocq
Group Environmental Manager - Pacific Northwest Region

Recology™ | 4044 North Suttle Road | Portland, OR 97217

T: 503-285-8777 Ext. 2805 | C: 503.849.9114 | F: 503.285-3811 | alecocq@recology.com<<mailto:sstanberry@recology.com>>

City of North Plains

Public Works Department

3/31/2015

TO: Martha DeBry, City Manager
City Council
Department Heads

FROM: Blake Boyles, Public Works Director

SUBJECT: DEPARTMENT REPORT

- Sunset Ridge Subdivision coordination
- PGE lighting work in new subdivisions
- Washington Co. design work West Union Rd sidewalk connectivity
- Meetings with ODOT regarding funding for trail project
- ODOT Interchange landscape
- Oregon Health Division Water annual reports
- Emergency Management
- Parks board map updating

Public Works Crews are working on the following projects/tasks:

- Energizing irrigation systems
- Cross Connection
- Locates
- Facilities maintenance
- Water samples
- Construction inspection - Sunset Ridge... pressure testing waterlines and chlorine samples
- Valve exercise program
- Weed spraying
- Applying fertilizer/moss killer
- Mowing

Future reports will include tasks accomplished and those pending. If there is any other information you may want to see in the report, please let me know.-

**City of North Plains
Police Department
3/31/15**

**TO: Martha DeBry, City Manager
City Council
Department Heads**

FROM: Bill Snyder, Police Chief

SUBJ.: March 2015 DEPARTMENT REPORT

Hillsboro IT will be doing the cut over on our vehicle MDTs for RegJIN this month.

Most officers have completed RegJIN training.

March was busy for NPPD due to training and case work (See arrests in stats)

I am attending upcoming OR-PRIMA training Marijuana legislation, Legal updates, and Employment management.

We are sending an officer to the upcoming Clackamas Child Abuse Summit. We received a grant making the training free.

Please remember VIRTRA will be here doing their demos May 4th-7th at the Cloverleaf building at the Washington County Fairgrounds. See attached flyer.

VirTra Exhibition Days



May 4-7 at the Washington County Fairgrounds Cloverleaf Building

Offering varied and adaptable programs, bio-feedback, and heart rate/blood pressure measuring, these simulators allow for more intensive real-world experiential training without the dangers of actual duty tours. Results can be reviewed and critiqued both as the scenarios unfold and afterward for performance improvement in shoot/no-shoot situations. VirTra simulators offer less lethal training using the Tazer system and de-escalation training in thousands of different simulations.

As these trainings can save lives and reduce County/City- or Agency-liability, VirTra has long proven popular with Chiefs, Training Commanders, Risk Managers, City Attorneys, Councilors, and Commissioners/Mayors. **Please note, the VirTra experience is offered without charge to agency personnel, local officials, risk managers, and other interested parties.**

The VirTra simulators will be on display and open every day; visit virtra.com/v-100/ and virtra.com/v-300/ for advance viewing. Additional vendors and distributors will also be on hand to answer questions and introduce products.

Raffle tickets and food will be available for purchase, and free door prizes will be given away.

Please invite your Mayor, City Council, City Manager, City Attorney, and Agency Personnel to experience the VirTra simulators.



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Activity	2015 Mar	2015 FEB	2015 Jan	2014 Dec	2014 Nov	2014 Oct	2014 Sept	2014 Aug	2014 July	2014 June	2014 May	2014 Apr	2014 Mar	2014 Feb	2014 Jan	2013 Dec	2013 Nov	2013 Oct	2013 Sep	2013 Aug	2013 July	2013 June	2013 May	2013 April	2013 March	2013 Feb	2013 Jan	
Agency Assist	3	2	2		3		1	1	2	1			1	3	3	NA	-	5	-	1	1	-	4	-	1	1	-	
Animal Bite/Complaint					1				-	-	-	-	-	-	-	-	1	-	1	-	-	1	-	-	-	-	-	
Arson - Possible									-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	
Assault		1		2	1	1		1		-	2	1	-	-	-	NA	-	-	1	-	-	1	1	-	-	1	-	
Burglary		1			2	1			1	-	1	-	1	-	-	NA	-	1	1	-	1	-	-	1	1	1	1	
Child Abuse			1						-	-	-	-	-	-	1	NA	-	-	-	-	-	-	-	-	-	-	1	
Child Neglect					2		1		-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	
Criminal Mischief	1					1	1		1	2		3	-	-	-	-	-	-	-	1	-	-	1	1	2	1	2	
Death Investigation					1				-	-	-	-	-	-	1	NA	-	-	-	-	-	-	-	-	-	-	1	
Detox Arrest									-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	
Drug Arrest		1					1	1	2	-	1	2	1	1	2	NA	4	-	-	1	1	3	2	2	2	2	1	1
Drug Investigation				1					-	2	1	-	-	-	-	NA	-	-	-	-	-	-	-	-	-	-	-	
DUII	1	1					1	1	1	-	1	-	-	1	-	NA	-	2	-	1	1	1	-	1	-	-	-	
False Information Arrest									-	-	-	-	-	-	-	NA	1	-	-	-	-	-	-	-	-	-	-	
Forgery						1			-	-	-	-	-	-	-	-	1	-	1	-	-	-	-	-	-	-	-	
Found Property									-	-	-	-	1	1	NA	2	2	1	1	1	1	1	1	-	1	-	-	
Fraud	1	1		1	1				-	1	4	-	-	-	1	NA	-	-	-	-	-	-	-	-	-	-	-	
Furnishing Alcohol to Minor									-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	
Harrassment	arrest1						1		1	1	1	-	1	-	1	NA	-	1	1	-	-	1	-	1	-	1	-	
Hit and Run									1	-	-	-	1	-	-	NA	1	-	1	-	-	1	1	1	1	-	-	
Identity Theft									-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	
Information Report	2	1	2	4	2	1		4	1	-		3	1	-	4	NA	2	-	3	1	2	7	-	3	3	1	3	
Interfering Arrest						1			1	-	-	-	-	-	-	-	-	1	1	-	-	-	-	-	-	-	-	
Littering Arrest									-	-	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	
Menacing Arrest									-	-	1	-	-	-	-	NA	-	-	1	-	-	-	-	-	-	-	-	
Police Mental Hold					1			1	1			1	-	-	-	NA	-	-	-	-	-	-	-	-	-	-	1	-
Police Protective Custody									-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	
Possession of Weapon						1																						
Rape II									-	1	-	-	-	1	-	NA	-	-	-	-	-	-	-	-	-	-	-	
Reckless Driving									-	-	-	-	-	2	-	NA	-	-	-	-	-	1	-	-	-	-	-	
Recovery of Stolen Property									-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
Runaway				1		1		1	-			1	-	-	-	NA	2	-	-	-	-	-	2	-	-	-	-	
Sex Abuse III	arrest1	1		Arrest 1	1	1			1																		-	
Stalking Arrest									-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	
Stolen Vehicle (UUV)		1							-																		1	
Theft	1	2			3	2	1	2		2	2	1	1	1	2	NA	1	6	2	1	3	-	-	1	1	-	2	
Theft-Arrest	1																											
Traffic Related Reports		1				1			-	1	2	-	-	-	NA	-	-	-	-	-	-	-	-	-	-	-	-	
Trespass II			3					1	-	-	-	-	-	1	-	NA	-	-	-	-	-	-	-	-	-	-	-	
Vehicle - Accident							1	2	1	-	-	-	-	2	-	NA	1	3	3	-	1	-	1	-	-	-	-	
Vehicle - Accident (Fatal)									-	-	-	-	1	-	-	NA	-	-	-	-	-	-	-	-	-	-	-	
Vehicle - Eluding Arrest									-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	
Vehicle - Stolen								1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	1	
Vehicle - Unlawful Entry			1			2			1	-	-	-	-	-	-	-	-	-	-	1	3	-	1	2	2	-	-	
Vehicle - Tow							1		-	-	1	-	3	1	1	NA	-	-	-	-	-	-	-	-	-	-	1	
Violation Release Arrest		1							-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	
Warrant arrest	2						1		-	-	-	-	-	1	1	NA	1	-	-	1	4	-	-	1	1	1	1	
Welfare Check	2								-	-	2	-	1	-	1	NA	1	-	2	-	1	1	1	2	-	5	-	

Activity	2015 Mar	2015 FEB	2015 Jan	2014 Dec	2014 Nov	2014 Oct	2014 Sept	2014 Aug	2014 July	2014 June	2014 May	2014 Apr	2014 Mar	2014 Feb	2014 Jan	2013 Dec	2013 Nov	2013 Oct	2013 Sep	2013 Aug	2013 July	2013 June	2013 May	2013 April	2013 March	2013 Feb	2013 Jan
Total Arrests/Reports/ Investigations	16	13	9	10	18	14	10	16	13	8	16	21	12	15	19	NA	18	21	20	11	21	20	18	17	15	17	15
Total Patrol Hours	286.00	353.50	341.00	178.50	136.50	262.00	340.00	318.00	320.00	244.25	210.50																
Total Reserve Hours	114.50	127.00	222.00	89.50	134.50	147.50	131.50	121.50	152.50	136.50	79.50																

City of North Plains - Library Department – April 6, 2015

TO: Martha DeBry, City Manager, and to City Council Members
FROM: Debbie Brodie, Library Director
SUBJECT: DEPARTMENT REPORT

Statistics for the Month of February, 2015:

The Library checked out **4,656** physical items – books, magazines, DVDs, and other media, while **198** e-books were checked out by North Plains card holders.

There were **2,789** people who came into the Library during open hours.

The Library's public computers were used for **386** hours, while patrons accessing their own laptops and other devices logged **116** hours of wireless usage.

The Library has **214** Facebook "friends," and the website was viewed **1,409** times.

Since July 1, **760** people have attended Storytimes, **240** people have attended the First Friday Flicks, **547** people have attended a Wacky Wednesday (summer)/Super Saturday (school year), and **308** people came to LEGO Palooza days.

Since July 1, **242** people have attended one or more Art Receptions, Book Club meetings, Author Lectures, Writers' Group meetings, classes, and Library Volunteer Recognition events.

Full statistics may be viewed at www.nplibrary.org under Library Board/Library Statistics.

Fourth Annual Haiku Contest. Celebrate National Poetry Month with us this April. Enter your haiku poems from **April 1-27**. This year's theme is Super Heroes - recognizing the new movie, *Avengers: Age of Ultron*, to be released on May 1. Contest winners from each of three age groups (K-6, 7-12, Adult) will receive \$20 gift certificates to Regal Cinemas.

Storytimes. Children ages 0-6 are invited to participate every Wednesday at 11:30 a.m. in the children's section of the Library.

- **April 1** Storytime with Miss Marion: April Showers
- **April 8** Storytime with Teacher Barbara: Weather
- **April 15** Special Guest Storytime: Bunnies with Becky
- **April 22** Storytime with Youth Librarian Jackie: Monkeys
- **April 29** Storytime with Youth Librarian Jackie: Dogs

Writers' Group. Share your writing projects and receive feedback from peers on **Thursday, April 2** at 6:30 p.m. New members are welcome to join. (This is not a teacher/trainer-led class.)

First Friday Flick – Join us on the first Friday of each month at the Jessie Mays Community Hall at 6 p.m. for a FREE movie showing. On **Friday, April 3**, come see the 2014 version of *Annie*, a PG-rated comedy-drama about a young orphan girl who is rescued by a wealthy businessman. Refreshments will be served.

Lego Palooza! Friday, April 10 is a no-school day. Come to Jessie Mays Community Hall and use your imagination to make fantastic LEGO creations. Drop in between 11 a.m. and 3 p.m. Kids, teens, and adults are welcome. We will provide the LEGOs (for ages 6 and up) and DUPLOs (for ages 3 and up), so please leave yours at home and ours at Jessie Mays!

Super Saturday – The Portland Ballet. Members of The Portland Ballet Youth Company will come to North Plains to perform in the fourth annual preview of excerpts from the upcoming Spring Concert. This free program will begin at 1 p.m. on **Saturday, April 11** at the Jessie Mays Community Hall. The excerpts will include both traditional and modern pieces. All ages are welcome.

Friends of the Library. There will be a general meeting of the Friends on **Monday, April 13** at the Library from 7:30-9 p.m. New members are welcome to attend.

Art Exhibit. The art exhibit continuing through **April** features works by Anne Marie Grgich, a Portland-based collage artist with national and international acclaim. Grgich is known as one of the most innovative American artists in the group known as Outsiders. Her one-of-a-kind art features expressionistic faces and figures.

Quilt Display. The quilt on display above the checkout desk throughout the month of **April** will be *Tulip Quilt*, owned by Jean Noltensmeier and purchased in Monroe, WA in 2009. Its provenance is unknown, but its maker used mid-1900s reproduction fabrics to create a multicolored sampler bordered in blue and white. It contains both pieced and appliqued squares and is machine quilted, measuring 60" x 88".

Beginner Internet Genealogy. Learn how to use Heritage Quest and Ancestry databases. Explore websites such as Family Search and Find-a-Grave. Three FREE classes will be taught by Library staff member Donna from 6-8 p.m. on consecutive Thursday nights. Class size is limited to nine people using Library computers and four people using their own laptops. Participants must commit to all three classes. Call the Library to sign up (503-647-5051):

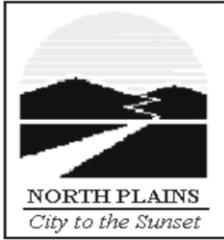
- **April 16** Basic Record-Keeping and Heritage Quest
- **April 23** Family Search and Find-a-Grave
- **April 30** Ancestry (not accessible from laptops) and Wrap-up

Classes will be hands-on. Come prepared with whatever information you have about people you want to find - names, dates and locations of birth, death, and marriage.

Art of the Story Festival. This 11th annual, week-long storytelling extravaganza features seventeen storytelling performances throughout Washington County. On

Friday, April 17. national storyteller Sam Payne of Utah will perform at the Pumpkin Ridge Golf Club beginning at 7 p.m. His storytelling skills, jazz-inflected folk music, and soaring tenor voice have established him as an engaging performer. This free program, sponsored by the Washington County Cooperative Library Services and the North Plains Public Library, is designed for an adult audience. Refreshments will be served. Full details and all countywide performances are listed here: <http://www.wccls.org/festival>

An Evening with Author Lisa McMinn. The Friends of the North Plains Public Library will host the second event of its "An Evening with an Author" series on **Saturday, April 25**, beginning at 7 p.m. at the Library. Oregon author Lisa Graham McMinn, Ph.D., is a Writer in Residence at George Fox University, where she previously taught Sociology. She writes mostly about sustainable agriculture, contentment, and environmental issues. Dr. McMinn has been invited to discuss her newest book, *Dirt and the Good Life*. This non-fiction work is both inspiring and challenging and addresses issues to which all of those concerned with living a good life in love and community should be committed. For more information visit the author's website: <http://preservinglifeatferncreek.com/>.



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: April 6, 2015
To: City Council
From: Martha DeBry, City Manager
Subject: Approval of Resolution No.1880 appointing prospective Members to the North Plains Budget Committee

Request: Russ Sheldon and Trista Papen responded to the request for additional Budget Committee members. We currently have four open positions which need to be filled for the 2015-16 FY Budget process.

These applicants will need to be approved by resolution by the Council to the City of North Plains Budget Committee, which also serves as the North Plains Urban Renewal Agency Budget Committee.

Mr. Sheldon has advised us that he is not available to attend the April 6, 2015 Council meeting for an interview, but has stated he will be available for the scheduled budget committee meetings.

Background: In Oregon each public agency must gather a budget committee to review the financial plan for the year. Openings on the Budget Committee were advertised on the City website, in the City newsletter and posted in social media.

Recommendation: Council consider appointing North Plains residents, Russ Sheldon and Trista Papen, to the North Plains Budget Committee.

Sample Motions:

I move to adopt Resolution No.1880 appointing Russ Sheldon and Trista Papen to the North Plains Budget Committee for a term of two years ending on December 31, 2016.

RESOLUTION NO. 1880

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH PLAINS, OREGON,
APPOINTING RUSS SHELDON AND TRISTA PAPEN TO BE A MEMBER TO THE
NORTH PLAINS BUDGET COMMITTEE**

WHEREAS, Oregon Revised Statute (ORS) 294.336, establishes that governing bodies of each municipal corporation shall establish a Budget Committee; and

WHEREAS, pursuant to the requirements of City of North Plains Municipal Code Section 1.05.190, the City Council is to appoint persons to fill vacant positions on the Budget Committee by Resolution; and

WHEREAS, there are currently four (4) vacant positions on the Budget Committee; and

WHEREAS, advertisements have been placed in the city newsletter and City website encouraging citizens to apply for the Budget Committee after which North Plains residents, Russ Sheldon and Trista Papen have submitted an application for the Budget Committee; and

WHEREAS, the City Council reviewed and considered the applications at the April 6, 2015 Council meeting.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF NORTH PLAINS, OREGON, AS FOLLOWS:**

Section 1. Russ Sheldon is hereby appointed to the Budget Committee for a two year term expiring December 31, 2016.

Section 2. Trista Papen is hereby appointed to the Budget Committee for a two year term expiring December 31, 2016.

Section 3. This Resolution shall become effective immediately upon adoption by the City Council.

CITY OF NORTH PLAINS, OREGON

BY: _____
David Hatcher, Mayor

ATTEST:

BY: _____
Margaret L. Reh, City Recorder

APPLICATION FOR APPOINTMENT TO THE CITY OF NORTH PLAINS BUDGET COMMITTEE

The information provided in this application is considered public and may be used in announcing your appointment.

The Budget Committee usually convenes between January and June to plan the City's operating budget for the next fiscal year commencing July 1 to June 30. The Budget Committee presents the recommended budget to the City Council for adoption.

The Budget Committee consists of a fourteen-member board composed of seven citizens and seven City Councilors. The terms filled by the seven citizens are all three-year terms, one-third of which expire each year.

Appointments are made by the City Council following review of applications and applicant interviews. Please plan to attend the Council meeting at which your application is to be considered.

Name: Russ R. Sheldon Date: 3/18/2015

Mailing Address: P.O. Box 1959 North Plains, OR 97133-1959

Street Address:

Home Phone _____ Work Phone _____ Cell Phone:

Occupation: Administrator/Management

E-Mail:

Please answer the following questions. There is no "right" answer to any question. If additional space is needed, use the back of this page or attach a separate page.

1. Why would you like to serve on the Budget Committee?

I have a direct interest in the finances, financial controls and the appropriation of funds to properly administer an efficient government. Besides this, I care for the community in which I live and want to participate in deliberations of the budget that will directly impact its' stakeholders. I strongly believe in the basic tenant that taxation must be strongly represented by a benefit value to its payers.

2. What do you think are the most important issues now facing North Plains?

I believe that perhaps the most important issue facing a growing city is; how it maintains a balanced budget without restricting the essential services that impact the existing residents and businesses that generally bear the burden of costs associated with growth.

3. Do you have any special interests or qualifications that you would bring to the Budget Committee?

I come with many years' of experience involving all aspects corporate administration, corporate governance, business finance (COGS, WIP, EBITDA, CAC, LTV), involving all forms of analyzing metrics.

Thank you for applying. Your interest is appreciated.



APPLICATION FOR APPOINTMENT TO THE CITY OF NORTH PLAINS BUDGET COMMITTEE

The information provided in this application is considered public information and may be used in announcing your appointment.

The Budget Committee is a fourteen-member board composed of seven citizens and seven City Councilors. The terms filled by the seven citizens are all **three-year terms**, one-third of which expire each year. Per State law members must be residents of North Plains and over age 18. There is no compensation for participation on this committee.

Appointments are made by the City Council following review of applications and applicant interviews. Please plan to attend the Council meeting at which your application is to be considered.

The Budget Committee usually meets 2-4 times per year between February and June to review the City's operating and capital budget proposals for the next fiscal year commencing July 1. The Budget Committee recommends the budget to the City Council for adoption.

Name Trista Papen
Mailing Address St. North Plains, OR 97133
Street Address Same
E-Mail Contact Phone Number:

Please provide brief answers to the following questions. If additional space is needed, use the back of this page or attach a separate page.

1. Why would you like to serve on the Budget Committee?
I have such a passion for our small town that I would love to serve on all committees, but I know the budget issues we're facing as a city need to be addressed.
2. What do you think are the most important issues now facing North Plains?
Growth! Revitalization of downtown, evolution as we grow as a city, water tower, etc.
3. Do you have any special interests or qualifications that you would bring to the Budget Committee?
I am on the Highland Court HOA board & oversee the yearly budget for our neighborhood.

Thank you for applying. Your interest is appreciated.



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: March 31, 2015
To: Mayor and City Council
From: City Manager Martha DeBry
Subject: February 2015 Check Register

Background: Each month the City Council is provided with a print out of the check register batches showing the checks that were issued the previous month. These reports are broken down to the individual batches of check runs. There is detail listed that may be beneficial in explaining the expense.

To assist Council with reviewing the check register, the account prefixes for departments are below:

110-411	Culture and Recreation
110-419	General Government
110-421	Police
110-433	Public Works
110-452	Parks
110-455	Library
110-465	Planning
111-000	Streets
210-000	Water
130-000	TDT Tax Fund
131-000	Parks Capital
132-000	Traffic Impact Fee
009-000	Vehicle and Equipment Reserve Fund
113-000	Urban Renewal Agency

Fiscal Impact: The register reflects actual expenses of the City. All payments to vendors, consultants and other agencies are shown on the registers, as well as reimbursements to employees. Payroll checks are the only expenses not reflected on the register.

Recommendation: This item is informational only.

Accounts Payable

Computer Check Proof List by Vendor

User: sbaker
 Printed: 02/10/2015 - 11:56AM
 Batch: 00001.02.2015

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3JCON 1536	3J Consulting, Inc. McKay Creek Crossing SD	2,232.00	02/06/2015	Check Sequence: 1 110-465-330000	ACH Enabled: False
	Check Total:	2,232.00			
Vendor: ADP001 3273707-00 449218802	ADP, INC. management reports for period ending 1/25/15	15.27 206.30	02/06/2015 02/06/2015	Check Sequence: 2 110-419-330105 110-419-330105	ACH Enabled: True
	Check Total:	221.57			
Vendor: AFL030 373318	AFLAC	243.09	02/06/2015	Check Sequence: 3 110-000-200002	ACH Enabled: False
	Check Total:	243.09			
Vendor: SRA001 February	Scott Aldrich 4th of July Consultant	420.00	02/06/2015	Check Sequence: 4 110-411-300101	ACH Enabled: False
	Check Total:	420.00			
Vendor: ALE060 20882	ALEXIN ANALYTICAL LABORATORIES, IN routine coliform and ecoli testing	87.00	02/06/2015	Check Sequence: 5 210-433-330112	ACH Enabled: False
	Check Total:	87.00			
Vendor: ASI075 01312015	ASIFlex ASI Flex period beginning 01/01/2015	18.75	02/06/2015	Check Sequence: 6 110-419-621000	ACH Enabled: False
	Check Total:	18.75			
Vendor: CHE001 022815	CHEVRON Police 01/06-02/05	819.29	02/06/2015	Check Sequence: 7 110-421-610224	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	819.29			
Vendor: COA001 2741639	COASTWIDE LABORATORIES	369.21	02/06/2015	Check Sequence: 8 110-419-610000	ACH Enabled: False
	Check Total:	369.21			
Vendor: COM001 02132015 02212015	COMCAST Library Jessie Mays 02/09-03/08	89.18 49.30	02/06/2015 02/06/2015	Check Sequence: 9 110-455-310000 110-452-310000	ACH Enabled: True
	Check Total:	138.48			
Vendor: FRESH001 01252015 01252015	SAM FRESHNER sam freshner mileage to ODOT conference sam freshner food for ODOT conference	170.20 49.65	02/06/2015 02/06/2015	Check Sequence: 10 110-421-300000 110-421-300000	ACH Enabled: False
	Check Total:	219.85			
Vendor: GEN030 1231519	GENERAL PACIFIC, INC. vbb extenda lift	159.56	02/06/2015	Check Sequence: 11 210-433-610000	ACH Enabled: False
	Check Total:	159.56			
Vendor: HIL006 8618-01	HILLSBORO ELECTRIC, LLC checked and repaired light. Replace existing lam	366.00	02/06/2015	Check Sequence: 12 110-455-340000	ACH Enabled: False
	Check Total:	366.00			
Vendor: ING060 83140890 83288355 93235984	INGRAM LIBRARY SERVICES books books	64.93 27.78 428.60	02/06/2015 02/06/2015 02/06/2015	Check Sequence: 13 110-455-640000 110-455-640000 110-455-640000	ACH Enabled: False
	Check Total:	521.31			
Vendor: LEM001	RACHAEL LEMBO sarah 5 yr gift cards debbie 5 yr gift cards	20.00 25.00	02/06/2015 02/06/2015	Check Sequence: 14 110-419-330115 110-419-330115	ACH Enabled: False
	Check Total:	45.00			
Vendor: MOON 94155	MOONLIGHT BPO newsletter printing	492.00	02/06/2015	Check Sequence: 15 110-419-330104	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
94165	statement printing and postage	451.00	02/06/2015	210-433-330104	
	Check Total:	943.00			
Vendor: NOR014	NW NATURAL GAS CO.			Check Sequence: 16	ACH Enabled: True
02172015	Yellow House 2752977-5 12/30-1/29	96.62	02/06/2015	110-419-310000	
02172015	Library 1651678-3 12/30-1/29	229.38	02/06/2015	110-455-310000	
02172015	City Hall 452946-7 12/30-1/29	192.56	02/06/2015	110-419-310000	
02172015	Pump House 453113-3 12/30-1/29	46.36	02/06/2015	210-433-310000	
02172015	JMCH 453042-4 12/30-1/29	298.85	02/06/2015	110-452-310000	
	Check Total:	863.77			
Vendor: OCR001	OR. COFFEE ROASTER, INC.			Check Sequence: 17	ACH Enabled: False
	italian ground, dark columbian	38.76	02/06/2015	110-419-610000	
	Check Total:	38.76			
Vendor: ORS200	OREGON STATE POLICE			Check Sequence: 18	ACH Enabled: False
02062015	Amanda Wolk fingerprints	33.00	02/06/2015	110-419-330000	
	Check Total:	33.00			
Vendor: POA100	PACIFIC OFFICE AUTOMATION			Check Sequence: 19	ACH Enabled: False
44124443	Library copier	212.00	02/06/2015	110-455-340100	
44381599	City Hall copier	816.20	02/06/2015	110-419-340100	
	Check Total:	1,028.20			
Vendor: POR013	PORTLAND GENERAL ELECTRIC			Check Sequence: 20	ACH Enabled: True
	Street Lights 297576-1251090	0.00	02/06/2015	111-433-640000	
02192015	Abt ES NW Main 297576-8488869 12/31-01/30	16.22	02/06/2015	111-433-640000	
02192015	JMCH 2 97576-3626588 12/31-01/30	94.30	02/06/2015	110-452-310000	
02192015	Chamber2 551334-762100 0 12/31-01/30	16.33	02/06/2015	110-452-310000	
02192015	Glencoe/Highland 297576-90046 12/31-01/30	25.49	02/06/2015	111-433-640000	
02192015	Water 297576-8196009 12/31-01/30	51.61	02/06/2015	210-433-310000	
02192015	Library 137997-8213477 12/31-01/30	381.62	02/06/2015	110-455-310000	
02192015	Yellow House 2975765121653 12/31-01/30	40.36	02/06/2015	110-419-310000	
02192015	Chamber 10 20234-3332 8 12/31-01/30	17.20	02/06/2015	110-452-310000	
02192015	Pump House 297576-2624915 12/31-01/30	749.78	02/06/2015	210-433-310000	
02192015	City Hall 29756-2234087 01/02-01/29	256.11	02/06/2015	110-419-310000	
02192015	PW 297576-3336402 12/31-01/30	105.08	02/06/2015	110-433-310000	
02192015	Main & Wascoe 297576-8502552 12/31-01/30	16.33	02/06/2015	111-433-640000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,770.43			
Vendor: RON060 0000022072	RON-JONS UNLIMITED, INC. 30975 Hillcrest, 32150 NW Commercial	166.00	02/06/2015	Check Sequence: 21 110-452-340000	ACH Enabled: False
	Check Total:	166.00			
Vendor: SER110 27185 27185	SERVICE AMERICA COMMERCIAL SERVIC Library City Hall	175.00 195.00	02/06/2015 02/06/2015	Check Sequence: 22 110-455-330106 110-419-330106	ACH Enabled: False
	Check Total:	370.00			
Vendor: SUN001 796500	SUNSHINE INC. public works fuel	337.91	02/06/2015	Check Sequence: 23 110-433-610224	ACH Enabled: False
	Check Total:	337.91			
Vendor: TCM060 759718	TEMP CONTROL MECHANICAL City Hall	309.00	02/06/2015	Check Sequence: 24 110-419-340101	ACH Enabled: False
	Check Total:	309.00			
Vendor: THA002 920541-0	THAYER COMPANY office supplies	59.28	02/06/2015	Check Sequence: 25 110-419-610000	ACH Enabled: False
	Check Total:	59.28			
Vendor: TMO100 02132015	T-MOBILE Chief cell phone, and one standby line for invest	93.02	02/06/2015	Check Sequence: 26 110-421-330108	ACH Enabled: False
	Check Total:	93.02			
Vendor: ADT090 23528751 23551269	TYCO INTEGRATED SECURITY City Hall Call for service	656.21 50.00	02/06/2015 02/06/2015	Check Sequence: 27 110-419-330107 110-419-330107	ACH Enabled: False
	Check Total:	706.21			
Vendor: vis004 BB 012615 BB 012615 BB 012615 BB 012615	VISA/ CARDMEMBER SERVICE BFT L.P. 713-329-9 LOWES #01558* HILLSBORO LOWES #01558* HILLSBORO LOWES #01558* HILLSBORO	150.99 89.79 99.47 3.22	02/13/2015 02/13/2015 02/13/2015 02/13/2015	Check Sequence: 28 110-452-610000 110-433-340000 110-433-340000 110-433-340000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
DB 012615	Amazon.com AMZN.COM/B	42.98	02/13/2015	110-455-640000	
DB 012615	Amazon.com AMZN.COM/B	9.99	02/13/2015	110-455-640000	
DB 012615	Amazon.com AMZN.COM/B	36.95	02/13/2015	110-455-640000	
DB 012615	Amazon.com AMZN.COM/B	174.15	02/13/2015	110-455-640000	
DB 012615	BARNES & NOBLE #2748 BEAVERTON	45.35	02/13/2015	110-419-330115	
DB 012615	BED BATH & BEYOND #431 HILLSBORO	23.99	02/13/2015	110-455-610000	
DB 012615	USPS 40612803134015784 NORTH PLA	3.22	02/13/2015	110-455-610000	
DM 012615	AMAZON MKTPLACE PMTS AMZN.COM/B	26.71	02/13/2015	110-455-610000	
DM 012615	Amazon.com AMZN.COM/B	14.96	02/13/2015	110-455-640000	
DM 012615	Amazon.com AMZN.COM/B	23.48	02/13/2015	110-455-640000	
DM 012615	Amazon.com AMZN.COM/B	21.66	02/13/2015	110-455-610000	
DM 012615	Amazon.com AMZN.COM/B	16.99	02/13/2015	110-455-640000	
DM 012615	USPS 40612803134015784 NORTH PLA	5.12	02/13/2015	110-455-610000	
DM 012615	USPS 40612803134015784 NORTH PLA	2.56	02/13/2015	110-455-610000	
DM 012615	USPS 40612803134015784 NORTH PLA	3.48	02/13/2015	110-455-610000	
DM 012615	USPS 40612803134015784 NORTH PLA	14.92	02/13/2015	110-455-610000	
DM 012615	USPS 40612803134015784 NORTH PLA	5.19	02/13/2015	110-455-610000	
DM 012615	USPS 40612803134015784 NORTH PLA	2.56	02/13/2015	110-455-610000	
JP 012615	JBLM-LEW EINSTE #2 PEN FT LEWIS	10.18	02/13/2015	110-421-300000	
JP 012615	SUSHI KYO FORT LEWI	8.50	02/13/2015	110-421-300000	
JP 012615	THE ROCK WOOD FIRED 01 TACOMA	37.00	02/13/2015	110-421-300000	
JW 012615	DISPLAYS2GOCOM 401-247-0	136.92	02/13/2015	110-455-610000	
JW 012615	GERALDI S WEST PORTLAND	26.00	02/13/2015	110-455-610000	
MD 012615	RUBBERSTAMPS NET 563-391-2	63.80	02/13/2015	110-419-610000	
MS 012615	LOWES #01558* HILLSBORO	196.34	02/13/2015	110-419-610000	
MS 012615	LOWES #01558* HILLSBORO	399.84	02/13/2015	110-452-610000	
MS 012615	SPORTSMANS WAREHOUSE 2 HILLSBORO	109.97	02/13/2015	110-433-610090	
SB 012615	USPS 40612803134015784 NORTH PLA	0.40	02/13/2015	110-419-610000	
SB 012615	USPS 40612803134015784 NORTH PLA	49.00	02/13/2015	110-419-610000	
WS 012615	HANK'S THRFTWY #2 HILLSBORO	17.97	02/13/2015	110-419-610000	
WS 012615	HANK'S THRFTWY #2 HILLSBORO	5.99	02/13/2015	110-421-610000	
WS 012615	HOLIDAY INN EXPRESS HO SEASIDE	110.08	02/13/2015	110-421-300000	
WS 012615	HOLIDAY INN EXPRESS HO SEASIDE	109.00	02/13/2015	110-421-300000	
WS 012615	MCKEOWNS RESTAURANT & SEASIDE	22.35	02/13/2015	110-421-300000	
WS 012615	PIG N PANCAKE SEASIDE	12.75	02/13/2015	110-421-300000	
WS 012615	PIG N PANCAKE SEASIDE	15.80	02/13/2015	110-421-300000	
WS 012615	SEASIDE BREWING CO SEASIDE	15.95	02/13/2015	110-421-300000	
WS 012615	TACTICAL TAILOR CORPOR LAKEWOOD	202.70	02/13/2015	110-421-610000	
WS 012615	TARGET 00003624 HILLSBORO	2.17	02/13/2015	110-421-610000	

Check Total: 2,370.44

Vendor: XOC001 XO COMMUNICATIONS

Check Sequence: 29

ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
0272513290	1/18-2/17	613.17	02/06/2015	110-419-310000	
	Check Total:	613.17			
	Total for Check Run:	15,563.30			
	Total of Number of Checks:	29			

Accounts Payable

Computer Check Proof List by Vendor

User: sbaker
 Printed: 02/20/2015 - 3:06PM
 Batch: 00002.02.2015 - February

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: ADP001	ADP, INC.			Check Sequence: 1	ACH Enabled: True
449836092		177.05	02/20/2015	110-419-330105	
449836092		222.70	02/20/2015	110-419-330105	
	Check Total:	399.75			
Vendor: AME030	AMERICAN WATER WORKS ASSOC.			Check Sequence: 2	ACH Enabled: False
7000970658	Member Dues	339.00	02/20/2015	110-419-350000	
	Check Total:	339.00			
Vendor: ASI100	ASI Flex - Auto Pay			Check Sequence: 3	ACH Enabled: True
02142015	ASI Deductions for Pay Date 02/13/2015	264.16	02/18/2015	110-000-200001	
	Check Total:	264.16			
Vendor: AT&027	AT&T WIRELESS SERVICE			Check Sequence: 4	ACH Enabled: False
02282015	01/06/2015-02/05/2015	32.66	02/18/2015	110-433-310000	
	Check Total:	32.66			
Vendor: CIS015	CIS - EBS			Check Sequence: 5	ACH Enabled: True
02012015		49.16	02/20/2015	110-000-200005	
02012015		2,953.27	02/20/2015	110-433-210000	
02012015		3,539.33	02/20/2015	110-419-210000	
02012015		2,295.93	02/20/2015	110-421-210000	
	Check Total:	8,837.69			
Vendor: CIT009	CITY OF HILLSBORO - Utility Billing			Check Sequence: 6	ACH Enabled: True
59904		8,379.99	02/20/2015	210-433-610600	
	Check Total:	8,379.99			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: FUI080 02062015	FUITEN, HEIDI Clorox Wipes	9.99	02/20/2015	Check Sequence: 7 110-455-610000	ACH Enabled: False
	Check Total:	9.99			
Vendor: HIL006 8655-01	HILLSBORO ELECTRIC, LLC checked light by back door and advised debbie w	170.00	02/20/2015	Check Sequence: 8 110-455-340000	ACH Enabled: False
	Check Total:	170.00			
Vendor: CIT007 02132015	ING - State of OR Plan pay date 02/11/2015	1,250.00	02/20/2015	Check Sequence: 9 110-000-200003	ACH Enabled: True
	Check Total:	1,250.00			
Vendor: ING060 83565777 83565777 83565777	INGRAM LIBRARY SERVICES	70.69 356.18 23.41	02/18/2015 02/18/2015 02/18/2015	Check Sequence: 10 110-455-640000 110-455-640000 110-455-640000	ACH Enabled: False
	Check Total:	450.28			
Vendor: MCBV001 15-0057	MULTICULTURAL BOOKS & VIDEOS Books in spanish	123.05	02/18/2015	Check Sequence: 11 110-455-640000	ACH Enabled: False
	Check Total:	123.05			
Vendor: MUR050 04-0682-274	MURRAY, SMITH & ASSOCIATES, IN General Service - Water Principal Engineer III	194.00	02/18/2015	Check Sequence: 12 210-433-330000	ACH Enabled: False
	Check Total:	194.00			
Vendor: OAW005 18363	OAWU Membership Renewal	315.00	02/20/2015	Check Sequence: 13 110-419-350000	ACH Enabled: False
	Check Total:	315.00			
Vendor: POA100 44544707	PACIFIC OFFICE AUTOMATION NPPL Copier	212.00	02/18/2015	Check Sequence: 14 110-455-340100	ACH Enabled: False
	Check Total:	212.00			
Vendor: 02192 02122015	PERS Deposit IAP: 4617.28, Pension: 8353.74, RHIA: 409.79	13,380.81	02/20/2015	Check Sequence: 15 110-000-200004	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	13,380.81			
Vendor: POR013	PORTLAND GENERAL ELECTRIC			Check Sequence: 16	ACH Enabled: True
02262015	Abt ES NW Main 297576-8488869	2,162.51	02/18/2015	111-433-640000	
02262015	JMCH 2 97576-3626588	0.00	02/18/2015	110-452-310000	
02262015	Chamber2 551334-762100 0	0.00	02/18/2015	110-452-310000	
02262015	Glencoe/Highland 297576-90046	0.00	02/18/2015	111-433-640000	
02262015	Water 297576-8196009	0.00	02/18/2015	210-433-310000	
02262015	Library 137997-8213477	0.00	02/18/2015	110-455-310000	
02262015	Yellow House 2975765121653	0.00	02/18/2015	110-419-310000	
02262015	Chamber 10 20234-3332 8	0.00	02/18/2015	110-452-310000	
02262015	Pump House 297576-2624915	0.00	02/18/2015	210-433-310000	
02262015	Street Lights 297576-1251090	0.00	02/18/2015	111-433-640000	
02262015	City Hall 29756-2234087	0.00	02/18/2015	110-419-310000	
02262015	PW 297576-3336402	0.00	02/18/2015	110-433-310000	
02262015	Main & Wascoe 297576-8502552	0.00	02/18/2015	111-433-640000	
	Check Total:	2,162.51			
Vendor: ROG270	ROGERS, III, CHARLES A.			Check Sequence: 17	ACH Enabled: False
02202015	CDL Physical	100.00	02/18/2015	110-433-300000	
	Check Total:	100.00			
Vendor: THOM001	ABBAY THOMAS			Check Sequence: 18	ACH Enabled: False
	Refund for fingerprints	20.00	02/20/2015	110-419-330000	
	Check Total:	20.00			
	Total for Check Run:	36,640.89			
	Total of Number of Checks:	18			



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: 2015-2016 Council Goals

Request: Council continue their discussion and develop a preliminary list of goals for the 2015/16 fiscal year.

Background: Periodically the Council should evaluate its goals both in the long-term and the short-term. Setting goals for the next fiscal year enables staff to allocate resources and the budget can be tailored to align with the goals of the Council. Council began a discussion at the February 17, 2015 Council meeting. The following list was compiled of possible goals after which each Councilor prioritized their top choices.

- Signage in town—Develop signs for Glencoe / Commercial to direct traffic to downtown (David, Butch, Sherrie, Scott)
- Façade improvement program for businesses to encourage revitalization (Teri, Sherrie, Scott)
- Sidewalk Creation Program - Identify neighborhoods that need them and develop plan for implementation (Scott, Teri)
- Improve appearance of Van Dykes corrugated tin buildings, which may include mural(s) (Butch, David)
- More Police presence during the hours of 5-7 p.m. (David, Sherrie)

Other suggestions for goals that were discussed but not identified as high priorities by the Council:

- Neighborhood Watch-reorganized/renewed, up and running/Cert (Sherrie)
- Classes for the community-yoga, painting-after business hours (Sherrie)
- Revitalize downtown (Butch)
- Downtown Parking Lot (Teri)
- Glencoe Crosswalks-lights-Commercial at 311th and Commercial Street and Main-where is the largest pedestrian traffic (Teri)
- Glencoe Road / Railroad Crossing
- What to do regarding having teenage activities-outreach and do a survey 11-12 yrs and up to see what they would want in town. Get feedback from the kids. Give them something to do without having to go to Hillsboro or Forest Grove. Open up Jessie Mays more. A lot of kids live outside city limits-draw them in; Boys/Girls Club / work collaboratively with the School District; YMCA
- Continued search for a grocery store.
- Update Fee Schedule
- Walking Trails development with lighting

- Increase code enforcement
- More emergency preparedness
- Provide economic development-incentives

The Council concurred that the following goals are ongoing and require multi-year efforts. Some are underway already, so they did not rise to the top and include them in their annual goals:

- Comprehensive Plan update is underway
- Jessie Mays renovation is in process; with hiring of architect the next step.
- Pedestrian connectivity between east expansion development and North Plains proper is in the planning process.
- Water Source tower / Water tank location to be identified.

Fiscal Impact: Goals will determine how the budget is presented to Council, with greater resources directed to Council priorities.

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

Recommendation: Council determine its goals for the next fiscal year.

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
Volunteer Recognition Spaghetti Dinner			6:00 p.m. at Jessie Mays Community Hall	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
Envision North Plains Community Workshop			10:00 a.m. to noon at Jessie Mays Community Hall	04/25
2 nd 2015-2016 Budget Committee Meeting	All Council Members		7:00 Jessie Mays Community Hall	04/27
Weed Watcher Workshop			7:00- 8:30 p.m. at Jessie Mays Community Hall	04/28
Metropolitan Area Communications Commission (MACC)	Whitehead	Newton		

NORTH PLAINS CITY COUNCIL EXECUTIVE SESSION MINUTES

Monday, April 6, 2015 @ 7:30 p.m.

MEETING DATE AND TIME

North Plains Senior Center

LOCATION

THIS MEETING IS CALLED TO ORDER UNDER AUTHORITY OF:		
	192.660(2)(a)	Employment of public officer, staff member or individual (attorney)
	192.660(2)(b)	Discipline of Public Officers and Employees
	192.660(2)(d)	Labor Negotiations
	192.660(2)(e)	Real Property Transactions
	192.660(2)(f)	Exempt Public Records
	192.690(2)(g)	Trade Negotiations
	192.660(2)(h)	Legal Counsel
	192.660(2)(i)	Employee Evaluations
	192.660(2)(j)	Public Investments
PURSUANT TO OREGON REVISED STATUTES, NO INFORMATION FROM THIS SESSION SHALL BE DISCLOSED BY THE NEWS MEDIA.		

In Attendance:

Elected Officials:

Mayor David Hatcher

Councilor Kindel

Councilor Newton

Council President Lenahan

Councilor King

Councilor Whitehead

Councilor Simmons

Staff:

City Attorney: Heather Martin

Consultants:

Media:

Called to Order at: _____

Adjourned at: _____

Specific Issue Discussed: 2015 Employee Evaluation of City Manager Martha DeBry