

**PRELIMINARY AGENDA
REGULAR SESSION
CITY OF NORTH PLAINS, CITY COUNCIL MEETING
JESSIE MAYS COMMUNITY HALL
30975 NW Hillcrest Street
Monday, April 21, 2014 – 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 04/07/2014 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. **STAFF REPORTS**

Verbal staff reports will be provided by the Public Works Director and Chief of Police. Library Director Debbie Brodie is out on leave.

7. **PRESENTATION:**

A. Pinning of police badges for newly appointed Cadets: Nicole Fontana and Dan Buckley.

8. **PUBLIC HEARING:**

None Scheduled

9. **NEW BUSINESS:**

A. Review of proposed salary ranges for 2014/2015 and adoption of Resolution No. 1828 approving the new salary range schedule

B. Interview and adoption of Resolution No: 1829 appointing Garth Eimers to the North Plains Planning Commission

C. Adopt Resolution No. 1830 extending the franchise with NW Natural Gas

D. Adopt Resolution No. 1831 approving use of intellectual property related to the Elephant Garlic Festival by the NPEA

E. Discussion of donation policy for funds raised at community events

- F. Accept the hotel feasibility report prepared by Kennedy and Mohn
- G. Adopt Resolution No. 1832 naming the new park on Curtis Street
- H. Review of March Check Register

10. UNFINISHED BUSINESS:

None Scheduled

11. ORDINANCES:

FIRST READING:

None Scheduled

SECOND READING:

- A. Second reading and adoption of Ordinance No. 422— An Ordinance of the City Council of the City of North Plains, Oregon, temporarily prohibiting the location of medical marijuana facilities within the City of North Plains

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. May 2014 Council Calendar

14. ADVICE/INFORMATION ITEMS:

- City Wide Garages Sale on Saturday, May 3—all over North Plains
- BBQ on the Porch at the NP Senior Center from 10:30-2:00 on May 3.
- North Plains Community Garden Club Plant Sale at Jessie Mays from 8:00 a.m. to 4:00 p.m. at Jessie Mays Tennis Courts on Saturday, May 3.
- May Clean-Up Day at Jessie Mays at 8:00 a.m. on Saturday May 10.
- Sandy River Rafting Trip: Register on-line. Taking off from Jessie Mays parking lot at 8:30 a.m. on Saturday, May 24.

15. ADJOURNMENT:

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

The following City Council Meetings are scheduled to be held at Jessie Mays Community Hall at 30975 NW Hillcrest Street, North Plains, Oregon.

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

Monday, May 5, 2014

Monday, May 19, 2014

Monday, June 2, 2014

CITY OF NORTH PLAINS, CITY COUNCIL MEETING
MINUTES REGULAR SESSION

Jessie Mays Community Hall
30975 NW Hillcrest Street
Monday, April 7, 2014

1. **CALL TO ORDER:** Mayor David Hatcher called the Regular Session of the City Council to order at 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE:** Mayor Hatcher led the flag salute.
3. **ROLL CALL:** Mayor David Hatcher; Council President Teri Lenahan; Councilors: Michael Broome, Michael Demagalski, Charlynn Newton, Robert Kindel, Jr., and Glen Warren

Staff present: City Manager Martha DeBry, Chief of Police Bill Snyder, Finance Director Rachael Lembo, City Recorder Margaret Reh

4. **CONSENT AGENDA:**

- A. Approval of regular session agenda
- B. Approval of minutes of 03/17/2014 Council meeting

Motion by Broome and seconded by Warren to approve the Consent Agenda. The motion was approved unanimously.

5. **PUBLIC COMMENT:**

Judy Dreis of 31001 NW Highland Court, addressed the Council regarding barking dogs in the neighborhood. Ms. Dreis has brought this issue before the Council a few months ago. She was wondering what steps have been taking to resolve the issue. DeBry stated she would follow up with staff on the issue.

6. **STAFF REPORTS**

Police Dept. Chief Snyder reported that all the officers went through the Emergency Vehicle Operations Course (EVOC) training with Hillsboro.

Written reports were submitted by the Public Works Director and the Library Director and were part of the Council Packet.

7. **PRESENTATION:**

- A. Proclamation: April 21-26, 2014 National Community Development Week by the National Community Development Association.

Kindel stated the importance of recognizing this organization with this proclamation and that every year the collected proclamations are sent out to Washington D.C. thanking

them for keeping the program alive. Motion by Kindel and seconded by Demagalski to adopt the proclamation. The motion was approved unanimously.

B. Presentation to the North Plains Elementary School of funds raised at the benefit dance on March 22 and the matching funds from the City Council.

Councilor Michael Broome reported that between the money raised at the dance on March 22, 2014 and the matching funds from the Council, a check will be presented to the North Plains Elementary School in the amount of \$1,072.00. Broome had invited representatives from the school to be present at this Council meeting but they were not able to attend.

8. **PUBLIC HEARING:**

A. Public hearing to present and discuss the proposed 2013-14 Supplemental Budget and receive comments from interested persons.

Mayor Hatcher requested DeBry to present the staff report before going into the public hearing. The Supplemental Budget was prepared and posted on-line as part of the Council Packet. It was noticed in the newspaper.

Mayor Hatcher opened the public hearing at 7:12 and asked if there were any comments from the audience. Hearing none, Mayor Hatcher closed the public hearing at 7:12:30.

9. **NEW BUSINESS:**

A. Adoption of Resolution No. 1819 approving the 2013-14 Supplemental Budget

Finance Manager Lembo was present and answered clarifying questions asked by the Council. Formal adoption was required by resolution to update the budget document.

Motion by Warren and seconded by Demagalski to approve Resolution No. 1819 approving the 2013-14 Supplemental Budget. Hatcher asked for discussion. Lenahan stated we needed to amend the resolution to include the change in the General Fund Contingency from \$65,000 to \$85,000 and to include the Special Payments fund of \$185,000 for the URA Loan as discussed. Motion by Lenahan. Second by Warren to amend the motion to include these changes. The second motion to add the line items was approved unanimously. Hatcher called for a vote on the appended motion which was also approved unanimously.

B. Discussion of City Manager Weekly Report distributed March 27, 2014 regarding budget issues raised.

Hatcher had requested the Council discuss information that was shared in a weekly report submitted by the City Manager to the Council. DeBry stated that once staff received all the numbers for the fiscal year, the budget was showing \$90,000 difference from what had been projected and anticipate flat revenues moving forward. It was mentioned that management may need to reevaluate full-time staff costs. Staff has been reviewing options and will need to take more severe action in cutting costs. It was thought that there would be more revenue from new builds but those won't be received for at least another year. Discussion ensued and there were many varying opinions.

- C. Discussion of credits, reimbursements, and costs associated with DR Horton subdivision on Curtis Street and Highland Court.

Mayor Hatcher had requested a spreadsheet of actual costs and credits associated with the Highland Court development and DR Horton. Lembo assembled a packet of the SDC costs per build and the cost of improvements for the project. A discussion occurred, and no action taken as this was informational only.

- D. Approval of Resolution No. 1824 appointment to Budget Committee: Marrina Abeln
- E. Approval of Resolution No. 1825 appointment to Budget Committee: Orvalle Lengele
- F. Approval of Resolution No. 1826 appointment to Budget Committee: Vernon Epling
- G. Approval of Resolution No. 1827 appointment to Budget Committee: Marilyn Firth

DeBry presented the staff report regarding the openings on the Budget Committee. Applicant Marrina Abeln was not requested to attend the meeting since she was being re-appointed. Council interviewed Lengele, Epling and Firth.

Motion by Newton and seconded by Warren to approve Resolution Nos. 1824 to 1827 appointing applicants to the North Plains Budget Committee. The motion was approved unanimously.

- H. Discussion of Kaybern Street lot options for downtown area

DeBry presented the staff report. The North Plains Chamber of Commerce had asked about converting the Kaybern property into a parking lot for the downtown area. Discussion ensued. Staff was advised to table the discussion for a year.

- I. Discussion of North Plains Public Library donating library fines collecting during National Library Week to the North Plains Food Pantry.

Library Director Brodie submitted a request for approval to donate one week's intake of library fines to the North Plains Food Pantry. Many WCCLS libraries participate in collecting canned goods for their local food banks during National Library Week. Brodie is suggesting in lieu of canned goods, to donate the equivalent amount received in fines being paid during National Library Week, April 13 through April 19, 2014 to the North Plains Food Pantry.

Motion by Kindel. Second by Demagalski to approve the donation of the equivalent amount in library fines received during National Library Week 2014 to the North Plains Food Pantry. The motion was approved unanimously.

10. UNFINISHED BUSINESS:

- A. Discussion on design and installation of permanent signage for businesses in the downtown area.

DeBry presented the staff report. The installation of directional signage for the downtown area has been discussed at past Council meetings and URA meetings. No final design has been selected nor have funds been set aside. The Chamber of Commerce was asked to comment on the design previously shown to the Council. Dan Parsons of Impact Sign provided a new design for consideration. Wayne Holm of Oregon Canadian Forest Products has since expressed a willingness to donate materials for the project if wood is selected as the material of choice. The Chamber would like to see this move forward. Discussion ensued. It was decided to table this discussion until the Chamber of Commerce had further comments.

- B. Discussion and approval of specific draft city policies from number 650-705

Council went through policies 650-705. All policies were accepted with a few minor changes to Policy No. 702: Driving Safety and Policy No. 705: Violence in the Workplace. This was the last group of policies that needed to be reviewed. Staff will make all the suggested changes that were discussed over the past seven months and bring the Policy Manual back to Council for approval.

11. ORDINANCES:

FIRST READING:

- A. Introduction and first reading of Ordinance No. 422— An Ordinance of the City Council of the City of North Plains, Oregon, temporarily prohibiting the location of medical marijuana facilities within the City of North Plains.

DeBry presented the staff report for Ordinance No. 422 and stated it needed to be adopted by May 1, 2014 to enact the moratorium supported by Senate Bill 1531. There was some discussion before a motion by Demagalski was made. The motion was seconded by Lenahan to read Ordinance No. 422 by title only for the first time.

Mayor Hatcher read the Ordinance by title only for the first time.

SECOND READING:

None Scheduled

12. CITY MANAGER REPORT

DeBry stated she had nothing further to report than what had already been discussed at this meeting.

13. COUNCIL REPORTS

Mayor Hatcher had a stack of flyers announcing the Volunteer Recognition Dinner that needed to be distributed door-to-door. Four of the Councilors accepted a packet of flyers to distribute in a designated area.

Councilor Broome reported he is continuing to find donors for the dances that will begin again in September. He is hoping to obtain sponsors for each dance to assist with costs.

Councilor Warren inquired if the Police Chief's report could contain more information and depth to reflect what is happening in this town.

Mayor Hatcher mentioned that three of the Councilors terms are expiring on December 31, 2014. He inquired when the timeline for submitting paperwork for elections will be posted. Reh informed Council she will be attending an Election Review meeting on April 16. Information will be posted after that meeting.

Lenahan reported she attended the Library Board meeting in March. The Board is rewriting the artwork and exhibit policy. A patron had complained stating one of the pieces of an art exhibit was offensive to him. Lenahan stated the Board is ensuring the First Amendment will not be violated within the policy.

The Parks Board and Boyles has submitted a scope of work to several architectural firms. One came out to North Plains on April 5 and did a walk around with Park Board members Lenahan, LaBonte and Nunnenkamp at no cost.

Lenahan informed Council it is time to work on the performance evaluation for the City Manager. City staff will not be involved in the process this year. An executive session will need to be scheduled in the next month to discuss.

Kindel inquired about the status with the Kenny Field project—he heard it was on hold again. DeBry confirmed it is on hold as a decision has not been made between the developer and owner regarding the Field residence.

Kindel also inquired about the status of the low land in the property around McKay Creek. Council discussed this issue in a past session. No further direction has taken place.

14. ADVICE/INFORMATION ITEMS:

- Thursday, April 10: Volunteer Recognition Spaghetti Dinner at Jessie Mays @ 6:30.
- Saturday, April 12: Kukatonon Children's African Dance Troupe at Jessie Mays @ 1:00 (rescheduled to this date because of the snow in February)
- Saturday, April 19: Spring Country Classic Dance sponsored by NP Senior Center at Jessie Mays @ 7:30 p.m.

15. EXECUTIVE SESSION:

- A. Consider convening in Executive Session under ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real

property transactions.

Hatcher convened into Executive Session at 9:45 p.m.

Council exited out of Executive Session at 9:55 p.m. Council discussed the direction for staff regarding the OSP property on West Union Road. No decision was made.

15. **ADJOURNMENT**: Mayor Hatcher adjourned the meeting at 10:00 p.m.

David Hatcher, Mayor

Margaret L. Reh, Deputy City Recorder

Date approved _____



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: April 15, 2014
To: City Council
From: Martha DeBry, City Manager
Subject: Resolution No.1828 adjusting salary ranges

Request: Council consider adjusting salary ranges for City employees.

Background: The City has an adopted schedule of salaries which can be found at http://cityofnp.org/files/6013/9361/6915/salary_schedule.pdf After reviewing the schedule staff is recommending that it be simplified and expanded to include training classes. The following recommendations are proposed in the 2014/15 budget:

- I. All ranges consist of 5 steps instead of 6, which is more consistent with other public agencies. There is no requirement that the City is consistent with other agencies but it makes apples-to-apples comparisons of salary an easier process.
- II. Step A of the existing ranges for following classifications is eliminated: City Manager, Police Chief, Police Officer, and Account Clerk II. Step A was referred to as a training step. For professional positions with contracts such as City Manager or Police Chief this is not needed or appropriate. New Police Officers who have not completed the police academy will be paid a lower rate that is not part of the officer pay range.
- III. Step E of the existing ranges for the following classifications is eliminated: Utility Worker III, Utility Worker II. Step E was originally considered a "bonus" step and not automatically earned through performance. Several long-term employees in the Public Works Department have never acquired the highest step. Because the classifications have above average compensation for the area, it is recommended the top step be eliminated. Included in Council's packet are the survey summaries prepared by Milliman.
- IV. Step E of the existing Public Works Director range be eliminated. The top step has never been awarded and to maintain some internal alignment of salaries between management classes, it is recommended the top step be eliminated.
- V. Training classifications of Utility Worker I and Account Clerk I are created at 10% below the journey level of Utility Worker II and Account Clerk II respectively.

None of these changes will cause an employees pay rate to increase or decrease.

Recommendation: Council adopt Resolution No.1828 approving the new salary range schedule.

Sample Motions: I move to adopt Resolution No.1828.

		EXISTING RANGES						
		A	B	C	D	E	F	
SALARIED EMPLOYEES	FTE	PROPOSED STEP RANGES						
			1	2	3	4	5	
CITY MANAGER (Exempt)								
Annually	1	71714	75,300	79,065	83,018	87,169	91,528	
Bi-weekly		2758	2,896	3,041	3,193	3,353	3,520	
Hourly		34.48	36.2	38.01	39.91	41.91	44.00	
POLICE CHIEF (Exempt)								
Annually	1	63994	67,193	70,553	74,080	77,784	81,674	
Bi-weekly		2461	2,584	2,714	2,849	2,992	3,141	
Hourly		30.77	32.3	33.92	35.62	37.4	39.27	
POLICE OFFICER								
Annually	1.5	49065	51,518	54,094	56,799	59,639	62,620	
Bi-weekly		1887	1,981	2,081	2,185	2,294	2,408	
Hourly		23.59	24.77	26.01	27.31	28.67	30.11	
PUBLIC WORKS DIRECTOR (Exempt)								
Annually	1		69775	73,264	76,927	80,774	84,812	89,053
Bi-weekly			2683	2,818	2,959	3,107	3,262	3,425
Hourly			33.55	35.22	36.98	38.83	40.78	42.81
UTILITY WORKER III								
Annually	1		47159	49,517	51,993	54,592	57,322	60,188
Bi-weekly			1813	1,905	2,000	2,100	2,205	2,315
Hourly			22.67	23.81	25	26.25	27.56	28.94
UTILITY WORKER II								
Annually	1		37754	39,641	41,623	43,704	45,889	48,184
Bi-weekly			1452	1,525	1,601	1,681	1,765	1,853
Hourly			18.15	19.06	20.01	21.01	22.06	23.17
UTILITY WORKER I								
Annually	0		34,073	35,866	37,754	39,641	41,623	
Bi-weekly			1,310	1,379	1,452	1,525	1,601	
Hourly			16.38	17.24	18.15	19.06	20.01	
ACCOUNT CLERK II								
CITY RECORDER								
Annually	1	35051	36,804	38,644	40,576	42,605	44,735	
Bi-weekly		1348	1,416	1,486	1,561	1,639	1,721	
Hourly		16.85	17.69	18.58	19.51	20.48	21.51	

		PROPOSED RANGE				
		1	2	3	4	5
ACCOUNT CLERK I						
DEPUTY CITY RECORDER						
Annually	0	33382	35051	36,804	38,644	40,576
Bi-weekly		1283	1348	1,416	1,486	1,561
Hourly		16.05	16.85	17.69	18.58	19.51
HOURLY EMPLOYEES						
Laborer	2	10.00	10.50	11.03	11.58	12.16
Skilled Laborer	1	15.00	15.75	16.54	17.36	18.23
Clerical	1	10.00	10.50	11.03	11.58	12.16
Library Clerks	4	11.20	11.76	12.35	12.97	13.62
IT Asst/Cataloger	2	15.39	16.16	16.97	17.82	18.71
Volunteer Coordinator/ Youth Librarian	2	18.17	19.08	20.03	21.04	22.09
Library Director	1	23.30	24.80	26.04	27.34	28.71
Management Analyst	1		15.39	16.16	16.97	17.82
Finance Manager	1		55.00			
Police Academy Cadet	0		21.23			

RESOLUTION NO. 1828

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH PLAINS,
OREGON, REVISING COMPENSATION RANGES FOR CITY EMPLOYEE
CLASSIFICATIONS, FOR FISCAL YEAR 2014 - 2015**

WHEREAS, the City Council has established salary ranges for all allocated positions; and

WHEREAS, the City has reviewed a 2014 survey of public employer compensation prepared by Milliman; and

WHEREAS, the City maintains a 6 step (A-F) salary range which is broader than ranges used by most area agencies; and

WHEREAS, step A is typically assigned to probationary employees without experience; and

WHEREAS, experienced professionals are rarely assigned to the probationary rate and in most instances are under contract with the City; and

WHEREAS, step F is awarded for exceptional service which is not well defined in the City's policies, and this has resulted in a skewing of interpretation of compensation paid by the City (i.e. while F is used for comparison reasons, most long-term employees are unable to obtain the final step); and

WHEREAS, the creation of entry level classifications for Utility Worker, Account Clerk and Deputy City Recorder would reduce the City's expenses when hiring inexperienced workers; and

WHEREAS, progression from an entry level classification to a journey level classification is typically permitted as employees gain years of experience with satisfactory performance; and

WHEREAS, a Police Cadet rate is sometimes provided to public employees who are selected for a Police Officer position but who have not yet attained the appropriate certifications for a police officer in the State of Oregon; and

WHEREAS, the City has the opportunity to amend its schedule without affecting the pay rates of current employees or increasing budgeted expenses.

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

Section 1: The City shall use five step ranges effective July 1, 2014.

Section 2: The bottom step from the following classes shall be eliminated: City Manager, Police Chief, Police Officer, and Accounting Clerk II.

Section 3: The top step from the following classes shall be eliminated: Public Works Director, Utility Worker III, and Utility Worker II.

Section 4: Salary ranges are created for entry level classifications of Account Clerk, Deputy City Recorder and Utility Worker I.

Section 5: A Police Cadet rate is created for employees who are required to attend a police academy.

Section 6: This Resolution shall become effective immediately upon adoption by the City Council.

INTRODUCED AND ADOPTED this 21st day of April 2014.

CITY OF NORTH PLAINS, OREGON

BY: _____
David Hatcher, Mayor

ATTEST:

BY: _____
Margaret L. Reh, Deputy City Recorder



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: April 15, 2014
To: City Council
From: Martha DeBry, City Manager
Subject: Interviewing Prospective Planning Commissioner and adoption of Resolution No. 1829 appointing Garth Eimers to the North Plains Planning Commission

Background: Garth Eimers has submitted an application to become a Planning Commissioner. He is a resident on Cami Place and has prior Planning Commission experience with the City of Forest Grove.

Mr. Eimers was interviewed by the Planning Commission on April 9, 2014. The Planning Commission voted to recommend Mr. Eimers for the last vacancy on the Planning Commission.

Recommendation: Council consider appointing Mr. Garth Eimers to the Planning Commission.

Sample Motions:

I move to adopt Resolution No. 1829 appointing Garth Eimers to the North Plains Planning Commission for a term of four years ending on December 31, 2018.



CITY OF NORTH PLAINS

31360 NW Commercial St. North Plains, Oregon 97133

APPLICATION FOR APPOINTMENT TO THE PLANNING COMMISSION

Information provided in this application is considered public and may be used upon announcing your appointment. The Planning Commission usually meets once a month for approximately 2½ hours. From time to time special meetings are held to meet deadlines or conduct of public hearings. Preparation for each meeting usually involves an equal amount of time. The Planning Commission's regular meetings are the second Wednesday of each month at 7:00 p.m. at the Jessie Mays Community Hall.

Each position is a four-year term. If the application is submitted to fill a vacancy, the appointee will serve for the time remaining in that term. Each applicant is interviewed by the Planning Commission and the City Council. The Commission will relay its recommendation to the City Council for review at the Council's next scheduled meeting. The Council interview will occur prior to making it appointment to the Commission. Plan to attend both meetings for your application consideration

Name: GARTH EIMERS

Mailing Address: 11045 NW CAMI PL

Street Address: SAME

City NORTH PLAINS State OR Zip 97133

Home Phone: _____ Work Phone: _____ Cell Phone: 360 317 5608

E-mail Addresses: thezins@aol.com

Occupation: WRITER

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.

- Why would you like to serve on the Planning Commission?
I ALWAYS CONTRIBUTE TO THE COMMUNITY WHERE I LIVE AND I HAVE "PLANNING COMMISSION" EXPERIENCE
- What do you think are the most important issues now facing North Plains?
MANAGING GROWTH
- Do you have any special interests or qualifications that you would bring to the Planning Commission?
PREVIOUS CHAIR, PLANNING COMMISSION - FOREST GROVE
PREVIOUS CHAIR, ORCAS PORT COMMISSION (ELECTED)
PREVIOUS CHIEF EMS SYSTEM SJC FPD #2
Thank you for applying. Your interest is appreciated!

RESOLUTION NO. 1829

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH PLAINS,
OREGON, APPOINTING GARTH EIMERS TO THE NORTH PLAINS PLANNING
COMMISSION**

WHEREAS, the City of North Plains has a Planning Commission consisting of residents, property owners and business owners in the community; and

WHEREAS, Garth Eimers completed an application for appointment; and

WHEREAS, the Planning Commission interviewed Mr. Eimers and recommended appointment to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH PLAINS, OREGON, that Garth Eimers is appointed to the Planning Commission for a four year term expiring in December 2018.

CITY OF NORTH PLAINS, OREGON

BY: _____
David Hatcher, Mayor

ATTEST:

BY: _____
Margaret L. Reh, Deputy City Recorder

ORDINANCE NO. 317

AN ORDINANCE GRANTING A NON-EXCLUSIVE GAS UTILITY
FRANCHISE TO NORTHWEST NATURAL GAS COMPANY AND FIXING TERMS,
CONDITIONS AND COMPENSATION OF SUCH FRANCHISE.

WHEREAS, the City of North Plains ("City") is authorized by state statutes and its charter to grant non-exclusive franchises to Persons desiring to occupy Rights-of-Way within the City; and

WHEREAS, Northwest Natural Gas Company ("Grantee"), owns, maintains, and operates, in accordance with regulations promulgated by the Public Utility Commission, a natural gas utility system and desires to install, operate, and maintain its Gas Facilities in Rights-of-Way in the City; and

WHEREAS, the purposes of this Franchise are to: establish reasonable regulations applicable to the construction, operation and maintenance of Gas Facilities in, along, across, under and over City property and the provision of Services within the City; protect the health, safety and welfare of the public in the City; and limit the City's liability for claims arising from the granting of this Franchise and the operations of Grantee thereunder; and

WHEREAS, the City Council for the City of North Plains deems it in the public interest to grant a franchise to Grantee under the terms and conditions provided in this ordinance.

NOW, THEREFORE, THE CITY OF NORTH PLAINS ORDAINS AS FOLLOWS:

Section 1. The franchise agreement with Northwest Natural Gas attached as Exhibit A is adopted by this ordinance.

INTRODUCED May 3, 2004, AND ADOPTED this 17th day of May, 2004.

CITY OF NORTH PLAINS, OREGON

By: Cheri Olson
Mayor

By: Debra S. Owens
Recorder

EXHIBIT A

Section 1. Definitions. For the purposes of this ordinance and Franchise, the following words and terms have the meaning stated in this Section, except where the context clearly indicates a different meaning. When not inconsistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number and vice versa. The words “shall” and “will” are mandatory and the word “may” is permissive.

- 0.1 **“City”** means the City of North Plains, an Oregon municipal corporation.
- 0.2 **“City Facilities”** means City-owned street light poles, lighting fixtures, pipes, cable, wire, conduit, or other City-owned structures or equipment located within the Right-of-Way.
- 0.3 **“City Limits”** means the corporate boundaries of the City, as those boundaries may change from time to time.
- 0.4 **“Construct”** or **“Construction”** means, without limitation, constructing, acquisition, laying, maintaining, testing, operating, extending, renewing, relocating, removing, replacing, repairing and using Gas Facilities.
- 0.5 **“Franchise”** means this franchise ordinance and agreement as approved by the North Plains City Council and accepted by Grantee under Section 12.8 of this Franchise.
- 0.6 **“Gas”** means natural methane-based gas.
- 0.7 **“Gas Facilities”** means Grantee’s gas transmission, storage and distribution facilities, including pipes, pipe lines, mains, laterals, conduits, feeders, regulators, reducing and regulating stations, meters, fixtures, connections and all attachments, appurtenances, and all accessories necessary and incidental thereto located within City properties or within the City Limits, whether the facilities are located above or below ground.
- 0.8 **“Gas Utility System”** means the Gas Facilities used for the provision of Services.
- 0.8.1 **“Grantee”** means Northwest Natural Gas Company, a corporation duly organized and existing under the laws of the State of Oregon, and its lawful successors, assigns, and transferees.
- 1.10 **“Gross Revenues”** means revenues received from use of the Gas Utility System within the City Limits less related net uncollectibles. Gross revenues shall include revenues from the use, rental, or lease of the Gas Facilities. Gross revenues shall

not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, sales at wholesale by Grantee to any public utility or public agency when the public utility or public agency purchasing the gas is not the ultimate customer, or revenue from joint pole use. "Gross Revenue" shall include revenues from the use, rental, or lease of Grantee's Gas Facilities, except when those revenues have been paid to Grantee by another franchisee of the City and the paid revenues are used in the calculation of the franchise fee for the operations of the other franchisee within the City Limits.

- 1.11 **"Maintenance," "Maintaining," or "Maintain"** means, without limitation, relaying, repairing, replacing, relocating, examining, testing, inspecting, removing, digging and excavating, and restoring operations incidental thereto.
- 1.12 **"Person"** means any individual, municipality, governmental entity, sole proprietorship, partnership, public or private corporation, limited liability company, association or other organization authorized to act or do business in the State of Oregon, and includes any natural person.
- 1.13 **"Public Place"** means any City-owned property that is open to the public and that is not a Right-of-Way, and includes public squares, fairgrounds and parks.
- 1.14 **"Public Utility Commission"** means the Public Utility Commission of the State of Oregon, or its successor agency.
- 1.15 **"Right-of-Way"** means the space in, upon, above, or under the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, bridges, and places used or intended to be used by the general public for travel as the same now or may hereafter exist, that the City has the right to allow Grantee to use.
- 1.16 **"Services"** means the gas transmission, distribution, sales and marketing services provided by Grantee to its customers located within the City Limits. "Services" does not include service provided through or by the use of any equipment, plant or facilities for the transmission of Gas which pass through or over but are not used to provide service in or do not terminate in the City.

Section 2. Nature and Term of Grant.

- 2.1 **Grant of Franchise.** Subject to the terms and conditions of this Franchise, the City grants Grantee a right, privilege and franchise during the term of this Franchise to:
 - 2.1.1 Construct, Maintain and operate a Gas Utility System and exercise all authority conferred upon Grantee by state law within the City Limits for the purpose of providing Services to customers within the City Limits.
 - 2.1.2 Install, operate, Maintain, remove, reinstall, relocate, and replace Gas

Facilities on and under the Right-of-Way and to use the Right-of-Way for the provision of Services. This Franchise does not authorize Grantee to install or use Gas Facilities in the Right-of-Way for anything other than the provision of Services. Unless Grantee or its lessee or licensee obtains the written consent of the City, Gas Facilities shall not be used directly or indirectly for the provision of telecommunications services not required by Grantee to operate its Gas Utility System. Gas Facilities may not be placed or operated in any Public Place without separate written consent of the City.

2.1.3 Install, operate, Maintain, remove, reinstall, relocate and replace Gas Facilities for the transmission of Gas which are located within the City Limits but are not used to provide Services in or do not terminate in the City Limits.

2.1.4 Offer and sell Services to customers within the City Limits.

2.2 **Duration.** The term of this Franchise, and all rights and obligations pertaining thereto, shall be ten years from the date Grantee signs and accepts this Franchise in accordance with Section 12.8, unless terminated sooner as provided herein.

2.3 **Franchise Non-Exclusive.** This Franchise is not exclusive. The City expressly reserves the right to grant franchises or rights to other Persons similar to or different from those granted by this Franchise. This Franchise is intended to convey limited rights and interests only as to those Public Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Public Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Public Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof. This Franchise is subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the Right-of-Way. Nothing in this Franchise shall be deemed to grant, convey, create, or vest in Grantee a real property interest in land, including any fee, leasehold interest, or easement.

2.4 **Reservation of City Rights.** The City reserves the rights to:

2.4.1 Construct, install, Maintain and operate any City Facility, Right-of-Way or Public Place.

2.4.2 Do any work that the City may find desirable on, over or under any Right-of-Way or Public Place.

2.4.2.1 Whenever the City shall excavate or perform any work in any Right-of-Way or Public Place, or shall contract, or issue permits, for such excavation or work where such excavation or work may disturb Grantee's Gas Facilities, the City shall, in writing, notify Grantee sufficiently in advance of such contemplated excavation or work to

enable Grantee to take such measures as may be deemed necessary to protect its Gas Facilities from damage and possible inconvenience or injury to the public, consistent with the Oregon Utility Notification Center requirements if applicable. In any such case, the Grantee, upon request, shall furnish maps or drawings to the City showing the approximate location of all its Gas Facilities in the area involved in the proposed excavation or other work. The City shall treat any such map or drawing as confidential, subject to the provisions of state law and the Oregon Public Records Law.

- 2.4.3 Exercise any non-regulatory power that the City currently holds, or may hereafter be authorized or granted by the laws of the State of Oregon or the City Charter.
- 2.4.4 Vacate, alter or close any Right-of-Way or Public Place. Whenever the City shall vacate any Right-of-Way or Public Place for the convenience or benefit of any person or governmental agency or instrumentality, Grantee's rights under this Franchise shall be preserved as to any of its Gas Facilities then existing in the Right-of-Way or Public Place if reasonably practicable. To the extent Grantee's rights in the Right-of-Way cannot be preserved, City shall provide an alternative Right-of-Way for the location of Grantee's Gas Facilities.
- 2.4.5 Abate any nuisance or dangerous condition.
- 2.4.6 Control or prevent the use of any Public Place by Grantee and require payment of additional compensation for the use of the Public Place in any amount that the City finds to be reasonable.
- 2.4.7 In addition to the reservations contained in this Franchise and existing applicable ordinances, adopt such additional generally applicable regulations of the construction, maintenance and operation of Grantee's Gas Facilities as the City finds necessary in the exercise of its police powers or for the orderly development of the City (including but not limited to zoning, land use, historic preservation ordinances, City of North Plains Standard Specifications, Design Standards and Drawings and other safety or construction standards, and other applicable requirements), provided that these regulations, by ordinance or otherwise, are reasonable and not in conflict with the rights granted in this Franchise. These regulations shall be subject to any superseding provisions of state or federal law or regulations and shall be in conformance with standard engineering practices. The City may amend and add to these regulations from time to time. Grantee shall promptly comply with these regulations.

2.5 **Franchise as Contract.** This ordinance and the written acceptance by Grantee

constitutes a contract between the City and Grantee, and is binding upon and inures to the benefit of Grantee and its successors, legal representatives and assigns, under the conditions imposed herein.

Section 3. Compensation.

- 3.1 **Amount.** As compensation for the benefits and privileges granted under this Franchise, and for Grantee's entry upon and deployment within the Right-of-Way, Grantee shall pay to the City an amount equal to five percent (5%) of Grantee's Gross Revenues (the "Franchise Fee"). The Franchise Fee includes all compensation for the use of the Right-of-Way. The City may charge additional compensation for the use of any Public Place. The Franchise Fee shall not be deemed to be in lieu of or a waiver of any ad valorem property tax which the City may now or hereafter be entitled to, or, or to participate in, or to levy upon the property of Grantee.
- 3.2 **Due Date.** The Franchise Fee shall be due for each quarter ending March 31, June 30, September 30, and December 31, or fraction thereof, within 45 days after the close of such quarter, or fraction thereof. Within 45 days after the termination of this Franchise, compensation shall be paid for the period elapsing since the close of the last calendar year for which compensation has been paid. Any payment not made when due shall accrue interest at nine percent (9%) per annum until paid.
- 3.3 **Report.** Grantee shall furnish a statement to the City with each payment of compensation, in a form acceptable to the City, showing the amount of Gross Revenues for the period covered by the payment computed on the basis set out in subsection 3.1 of this Section. The compensation for the period covered by the statement shall be computed on the basis of the reported Gross Revenues. Grantee may identify information submitted to the City as confidential by prominently marking any such information with the mark "Confidential" in letters at least one-half inch in height. Subject to the disclosure requirements of state or federal law, including the Oregon Public Records Law, the City shall treat any such information as confidential and not subject to public disclosure. The Grantee shall provide written verification of the amount of Gross Revenues, executed by an authorized officer of Grantee or the officer's authorized designee, upon demand by the City.
- 3.4 **Acceptance of Payment and Recomputation.** If Grantee discovers any underpayment in the correct amount of compensation due, the City shall be paid the difference due within thirty (30) days of discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be offset against the next payment. Acceptance by the City of any payment due under this Section shall not be deemed as an accord that the amount paid is the correct amount, nor shall any acceptance of payment be construed as a release of any claim the City may have for additional funds or as a waiver by the City of any breach of this Franchise.

- 3.5 **New Business.** The City specifically reserves the right to impose a fee or tax, as allowed by generally applicable law, on any new business undertaking of Grantee that is operated within the City. The City may otherwise separately regulate and obtain compensation for any other use of the City's rights of way than those specifically authorized herein. The provisions of this franchise agreement do not impair the imposition of ad valorem taxes on the property of the Grantee as allowed by law.
- 3.6 **Renegotiation of Franchise Fee.** Upon 30 days written notice by either party to the other of a requested modification, the provisions of section 3.1 of this Franchise may be modified. A written notice of requested modification may only be given during the sixth full year of the franchise term, i.e., between five (5) and six (6) years after the date the Grantee signs and accepts this Franchise in accordance with section 12.8. If the parties are unable to agree to a modification of section 3.1 or to a continuation of the same provisions within 90 days of receipt of the notice of requested modification, or such longer time as may be agreed to by the parties, the Franchise shall terminate. City shall provide Grantee at least 30 days notice before any other increase in the Franchise Fee may take effect.

Section 4. Services Standards, Safety Standards and Work Specifications.

- 4.1 **Quality of Services.** The Grantee shall Maintain and operate an adequate system for the distribution of gas in the City. The Grantee shall use due diligence to maintain continuous and uninterrupted 24-hour a day service which shall at all times conform at least to the standards common in the business and to the standards adopted by the Public Utility Commission and other state authorities. Under no circumstances shall the Grantee be liable for an interruption or failure of service cause by act of God, unavoidable accident or other circumstances beyond the control of the Grantee through no fault of its own.
- 4.2 **Construction and Maintenance of Gas Facilities.** Grantee's Gas Facilities shall be Constructed and Maintained in good order and condition, in a safe manner, and in accordance with standard engineering practice and all lawful governmental regulations.
- 4.3 **Protection of Property.** Grantee shall install and maintain all Gas Facilities in a manner that does not injure the Right-of-Way, the City's property or the property belonging to another Person within the City Limits. Grantee shall, at its own expense, repair, renew, change, and improve the Gas Facilities from time to time as may be necessary to accomplish this purpose.
- 4.4 **Compliance with State and Federal Regulations.** The rates to be charged and the rules and regulations in respect to the conditions, character, quality and standards of service to be furnished by Grantee shall be those as may be lawfully prescribed by the Public Utility Commission. In the event this jurisdiction or right of regulation, or any part thereof, is abandoned by the Public Utility Commission and is not vested exclusively by law in any other state regulatory body, and in the event this jurisdiction

may be lawfully exercised by the City, consistent with Section 2.4.7, the City reserves the right, and Grantee shall comply with, all reasonable ordinances, rules and regulations made by the City in the exercise of this jurisdiction or right of regulation.

Section 5. Construction, Installation and Relocation.

- 5.1 **Construction and Installation.** Subject to City-established requirements concerning work in the Rights of Way, including permitting, insurance, bonding, work scheduling, and payment of administrative fees for permits, Grantee may enter upon the Right-of-Way to perform all work that is necessary to install, operate, Maintain, remove, reinstall, relocate, and replace Gas Facilities in or under the surface of the Right-of-Way. Grantee shall be responsible for all Construction, installation, and Maintenance work, regardless of who performs the work. Except in emergencies, prior to making an excavation in any untraveled portion of any Right-of-Way, the Grantee shall obtain from the City approval of the proposed excavation and of its location. Grantee shall give notice to the City by telephone, electronic data transmittal or other appropriate means prior to the commencement of service or Maintenance work and consistent with Section 5.5 after commencement of work performed under emergency conditions.
- 5.2 **Permits and Fees.** Consistent with its authority under Section 2.4.7 of this Franchise, and except when work is necessary during an emergency or to remedy an immediate risk of harm to persons or property, the City may require Grantee to obtain a permit before commencing the Construction, Maintenance, extension or relocation of any of its Gas Facilities in the Right-of-Way or a Public Place. The City in all cases may charge Grantee any applicable permit fees. The City shall promptly respond to Grantee's requests for permits and shall otherwise cooperate with Grantee in facilitating the deployment of equipment in the Right-of-Way in a reasonable and timely manner. Applications for permits to construct or modify a Gas Utility System shall be submitted upon forms approved by the City and shall be accompanied by drawings, plans and specifications in sufficient detail to demonstrate:
- 5.2.1 That the facilities will be constructed in accordance with all applicable codes, rules and regulations.
 - 5.2.2 That the facilities will be constructed in accordance with the Franchise if applicable.
 - 5.2.3 The location and route of all facilities to be located under the surface of the ground, including the line and grade proposed for the burial at all points along the route. Existing facilities shall be differentiated on the plans from new construction.
 - 5.2.4 The location and plan view of all of applicant's existing utilities, conduits, ducts, pipes, mains and installations which are within the Public Rights-of-Way

along the route proposed by the applicant. A profile and plan view shall be provided showing new facilities in relation to the Street, curb, sidewalk or Public Right-of-Way. The locations of utilities shall be defined using a survey point or other identifiable monument or marker.

5.3 **No Interference.** All Gas Facilities of Grantee shall be Constructed and laid in such a manner as not to interfere with the use by the City and the public of the Right-of-Way and Public Places or with any public or private irrigation or drain ditches, sewers, water mains, conduits, sidewalks, paving or other public improvements or utility structures. Further, if any of Grantee's Gas Facilities unreasonably interfere with the Construction or repair of any Right-of-Way or City Facility, Grantee's Gas Facility shall be removed or replaced in coordination with the City. Any and all removal or replacement shall be at Grantee's sole expense. Should Grantee fail to remove, adjust or relocate its Gas Facility by the date established by the City, the City may cause such removal, adjustment or relocation through the use of qualified contractors, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay.

5.4 **Relocation.**

5.4.1 In case of any future improvement, Maintenance or Construction of City Facilities in the Right-of-Way or upon a Public Place, or of any of the streets, avenues, lanes, alleys, highways, sidewalks or pedestrian ways in the Right-of-Way, where any Gas Facilities are located, and the City determines it is necessary to change the location of the Gas Facilities in connection with the improvement, Maintenance or Construction, Grantee shall, upon reasonable notice by City and after reasonable evaluation of alternatives by City in cooperation with Grantee, at Grantee's own expense, move and change any Gas Facility to conform to the public improvement.

5.4.2 The City shall avoid the need for moving or changing a Gas Facility whenever reasonably possible, as determined by the city manager or administrator, or his or her designee.

5.4.3 When removal or relocation of a Gas Facility is required for the convenience or benefit of any Person other than the City, Grantee shall be entitled to reimbursement for the reasonable cost thereof from that Person.

5.4.4 If Grantee shall fail to relocate or remove any Gas Facility as requested by the City by the date established by the City, the City may cause the Gas Facility to be removed by qualified contractors at Grantee's sole expense. Upon receipt of a demand for payment from the City, Grantee shall promptly reimburse the City for the costs the City incurred.

5.5 **Emergencies.** In the event of an emergency, the City shall notify Grantee as soon as is reasonably possible. Upon request, Grantee shall furnish maps or drawings to the

City showing locations of all distribution facilities subject to proposed excavation or other work, and shall confirm by actual physical examination the depth of such facilities. In the event emergency repairs of an existing facility are necessary, work may commence prior to the application for a permit. The application for a permit for an emergency repair must be submitted within 72 hours following the initial emergency.

- 5.6. **Damage to Right-of-Way.** Whenever the installation, operation, Maintenance, removal, reinstallation, replacement or relocation of Gas Facilities damages or disturbs the Right-of-Way, Grantee, at its sole cost and expense, shall promptly repair and return the Right-of-Way to the condition it was in before it was damaged or disturbed, as approved by the City. If Grantee does not repair the Right-of-Way as just described, then the City may, upon 30 days' prior written notice to Grantee, repair the Right-of-Way at Grantee's sole expense. Upon the receipt of a demand for payment from the City, Grantee shall promptly reimburse the City for the costs the City incurred.
- 5.7. **Safety.** Grantee shall insure that all work performed in the Right-of-Way is performed in a manner that ensures safety of workers and the public.
- 5.8. **Emergency Operation Provisions.** The Grantee has provided the City with an Emergency Response Plan detailing procedure for response to emergencies involving facilities and other system components. The Emergency Response Plan attached to this franchise ordinance as Exhibit A is acceptable in content and form as complying with the requirements of this section 5.8. To the extent practicable, the Emergency Response Plan will include at least the following information:
- 5.8.1 The names and 24-hour telephone numbers of responsible parties with the authority to commit the resources of the Grantee.
- 5.8.2 The name and 24-hour telephone numbers of the Grantee's Emergency Coordinator and other emergency contacts available to respond during emergencies.
- 5.8.3 A description of resources available to respond to emergencies, including equipment, personnel and levels of training, and communications.
- 5.8.4 The method of dispatch for the emergency resources and estimated response time objectives within the Franchise Area, and dispatch center 24-hour numbers.
- 5.8.5 How the Grantee's response personnel will interface with local first responders during emergencies. This should include communication plans and a description of positions and personnel designated to interface with the first responder incident command staff.

Section 6. General Financial, Liability and Insurance Provisions.

6.1 Insurance.

- 6.1.1 Grantee shall maintain public liability and property damage insurance that protects Grantee and the City, as well as the City's officers, agents, and employees, with the following limits and coverages:
- i. Comprehensive general liability insurance with limits not less than:
 - a. One million dollars for bodily injury or death to each Person;
 - b. One million dollars for property damage resulting from any one accident; and,
 - c. Three million dollars for all other types of liability.
 - ii. Automobile liability for owned, non-owned and hired vehicles with a limit of one million dollars for each Person and a combined limit of three million dollars for each accident.
 - iii. Workers' compensation coverage at a minimum consistent with statutory requirements, and employer's liability insurance with limits of not less than one million dollars.
 - iv. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than three million dollars.
- 6.1.2 The insurance policies may provide for self-retention or deductibles in reasonable amounts. The limits of the insurance shall be subject to statutory changes as to increases in the maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise.
- 6.1.3 The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing in this Section 6.1.3 shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy.
- 6.1.4 The insurance shall provide that the insurance shall not be canceled or materially altered without thirty (30) days' prior written notice first being given to the City. If the insurance is canceled or materially altered within the term of this Franchise, Grantee shall provide a replacement policy with the same terms. Grantee shall maintain continuous uninterrupted coverage, in the

terms and amounts required, upon and after the effective date of this Franchise.

6.2 Indemnification.

6.2.1 Grantee hereby agrees and covenants to indemnify, defend, and hold the City, its officers, agents, and employees harmless from any claims for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any casualty or accident to person or property by reason of any act done under this Franchise, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee to keep its Gas Facilities in a safe condition. The duty to indemnify shall not extend to any gross negligence or willful misconduct by the City, its officers, agents or employees.

6.2.2 The City shall provide Grantee with prompt notice of any such claim, which Grantee shall defend with counsel of the City's choosing, and no settlement or compromise of any such claim will be done by either Party without the prior written approval of the other. Grantee and its agents, contractors and others shall consult and cooperate with the City while conducting its defense.

Section 7. Books of Account and Reports and Audits. The Grantee shall keep accurate books of account at an office in Oregon for the purpose of determining the amounts due to the City under Section 3 of this Franchise. Authorized representatives of the City may inspect the books of account at any time during business hours and may audit the books from time to time. The City may require periodic reports from the Grantee relating to its operations and revenues within the City Limits. The City shall treat any public record relating to Grantee's operations or revenues as confidential, subject to the provisions of state law and the Oregon Public Records Law.

The City shall have the right to conduct, or cause to be conducted, an audit of Gross Revenues as defined herein for the purpose of ascertaining whether Grantee's franchise fee payments have met the requirements of this franchise. The cost of any such audit shall be borne by City, unless the results of any such audit reveal an underpayment of more than five percent (5%) of the franchise fee for the period audited. In the case of such underpayment, the full cost of such audit shall be paid by Grantee. Any difference of payment due either the City or the Grantee following audit shall be payable within thirty (30) days of written notice to the affected party. All books will be made available to authorized representatives of the City at no cost to the City.

Section 8. Supplying Maps Upon Request. The Grantee shall maintain on file, at an office in Oregon, maps and operational data pertaining to its operations in the City Limits. Authorized representatives of the City may inspect the maps and data at any time during business hours. Upon request of the City, the Grantee shall furnish to the City, without charge and on a current basis, maps showing the location of the Gas Facilities of the Grantee in the City.

Grantee and the City may determine that the location of certain Gas Facilities should be confidential as the public interest may require. In such a case, the Grantee shall notify the City of which records disclosing the location of Gas Facilities should be treated as confidential. The City shall treat any public record disclosing the location of these facilities as confidential, subject to the provisions of state law and the Oregon Public Records law. The City shall limit access to any such confidential record to trustworthy employees of the City with a need to know the information set out in the record. The City shall store any such confidential record in a secure and private place and avoid making and distributing copies of the record. This paragraph is not a limitation of Grantee's obligation to provide required permit information as set forth in Section 5.2 of this agreement.

Section 9. Notices.

- 9.1 **Manner.** All notices that shall or may be given pursuant to this Franchise shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or e-mail transmission, if a hard copy of the same is followed by delivery through the United States mail or by overnight delivery service as just described and there is written confirmation of the facsimile or e-mail, addressed as follows:

If to the City: City of North Plains
 31360 NW Commercial Street
 North Plains, Oregon 97133
 Attention: City Manager

If to Grantee: NW Natural
 220 NW Second Avenue
 Portland, Oregon 97209
 Attention: Franchise Manager

- 9.2 **Date of Notices; Changing Notice Address.** Notices shall be deemed effective upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or one business day after in the case of facsimile, e-mail, or overnight delivery. Either party may from time to time designate other addresses for providing notice, if the change of address is provided in writing and delivered in the manner set forth above.

Section 10. Forfeiture and Remedies.

- 10.1 **Forfeiture.** The City may terminate this Franchise as provided in this Section, subject to Grantee's right to a court review of the reasonableness of such action, upon the willful failure of Grantee to comply promptly and completely with each and every material term, condition or obligation imposed upon Grantee by this Franchise.

- 10.2 **Notice and Opportunity to Cure.** The City shall give Grantee 90 days' prior written notice of its intent to exercise its rights under Section 10.1, stating the reasons for declaring a forfeiture. If Grantee cures the stated reason within the ninety (90) day notice period, or if Grantee initiates efforts to remedy the stated reason and, to the City's satisfaction, the efforts continue in good faith, the City shall not exercise its right to terminate the Franchise by forfeiture. If Grantee fails to cure the stated reason within the ninety (90) day notice period, or if Grantee does not undertake and/or maintain efforts to remedy the stated reason to the City's satisfaction, then the City may declare the Franchise forfeited and terminate the Franchise. In no event shall the City exercise its rights under this Section if a bona fide, good-faith dispute exists between the City and Grantee as to the basis of the forfeiture.
- 10.3 **Remedies Not Exclusive.** All remedies and penalties under this Franchise, including termination of the Franchise, are cumulative, and the recovery or enforcement of one is not a bar to the recovery or enforcement of any other such remedy or penalty. The remedies and penalties contained in this Franchise, including termination of the Franchise, are not exclusive and the City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon the Grantee by or pursuant to this Franchise. In determining which remedy or remedies are appropriate, the City shall consider the nature of the violation, the person or persons burdened by the violation, the nature of the remedy required in order to prevent further such violation, and any other matters the City deems appropriate.

Section 11. Assignment. This Franchise shall not be assigned or transferred without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed, provided the Franchise is transferred or assigned to an entity that controls, is controlled by, or is under the common control of the Grantee. If the City consents to an assignment or transfer of the Franchise, the transfer or assignment shall not be effective until the assignee or transferee has complied with the requirements in Section 6 and filed a signed acceptance of the terms of this Franchise. Notwithstanding anything in this Franchise to the contrary, Grantee may mortgage this Franchise, together with its Gas Utility System and properties within the City Limits, in order to secure any legal bond issue or other indebtedness of Grantee, with no prior pre-approval by the City under this Section.

Section 12. Miscellaneous Provisions.

- 12.1 **Waiver of Breach.** The waiver by either party of any breach or violation of any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Franchise.
- 12.2 **Severability of Provisions.** If any one or more of the provisions of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable or pre-empted

by federal or state laws or regulations, such provision(s) shall be deemed severable from the remaining provisions of this Franchise and shall not affect the legality, validity, or constitutionality of the remaining portions of this Franchise.

- 12.3 **Governing Law and Choice of Forum.** This Franchise shall be governed and construed by and in accordance with the laws of the State of Oregon without reference to its conflicts of law principles. If suit is brought by a party to this Franchise, the parties agree that trial of such action shall be vested exclusively in the state courts of Oregon, County of Marion, or in the United States District Court for the District of Oregon.
- 12.4 **Representations and Warranties.** Each of the parties to this Franchise represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.
- 12.5 **No Third Party Beneficiaries.** Nothing in this Franchise shall be construed or applied to create rights in or grant remedies to any third party as a beneficiary of this Franchise or any duty or obligation established in this Franchise.
- 12.6 **Independent Contractor Status.** When performing under this Franchise, Grantee shall be an independent contractor and not an agent, employee or representative of the City in the performance of work pursuant to this Franchise. No term or provision of this Franchise, or act of the Grantee or its agents shall be construed as changing that status.
- 12.7 **Amendment of Franchise.** This Franchise may not be amended, except pursuant to a written instrument signed by Grantee and approved by the Stayton City Council.
- 12.8 **Acceptance.** Within thirty (30) days after the Council adopts this Franchise Ordinance and the Mayor signs the Franchise Ordinance Grantee shall file with the City Recorder a written unconditional acceptance of this Franchise. If Grantee fails to file its acceptance, this Franchise Ordinance shall be void, unless the City grants Grantee an extension of time.
- 12.9 **Entire Agreement.** This Franchise contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Franchise that are not fully expressed herein.

ACCEPTANCE

Donald H. Otterman
City Manager
City of North Plains
31360 NW Commercial Street
North Plains, OR 97133

This is to advise the City of North Plains, Oregon ("City") that Northwest Natural Gas Company ("Grantee") hereby accepts the terms and provisions of Ordinance No. 317, passed by the North Plains City Council on May 17, 2004 (the Franchise) granting a Franchise for ten (10) years to Northwest Natural Gas Company. The Grantee agrees to abide by each and every term of the Franchise.

[Name] Beth A. Ugoretz
BY 
TITLE Senior VP & General Counsel
DATE May 24, 2004

This Acceptance was received by the City of North Plains on MAY 26, 2004.


Donald H. Otterman
City Manager

RESOLUTION NUMBER 1830

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH PLAINS, OREGON EXTENDING THE NW NATURAL FRANCHISE AGREEMENT

WHEREAS, the Franchise Agreement (the “Existing Agreement”) between the City of North Plains (“City”) and NW Natural Gas (“NWN”), set forth in Municipal Code Chapter 9.05 Franchise – Northwest Natural Gas shall expire by its terms on May 26, 2014; and

WHEREAS, the City and NWN have been negotiating in good faith to replace the Existing Agreement with a new Franchise Agreement (the “New Agreement”); and

WHEREAS, the parties have not yet finalized a New Agreement in all of its particulars and wish to extend the current Franchise Agreement expiration term; and

WHEREAS, the City must amend its Municipal Code to adopt the new franchise which will require actions at two Council meetings; and

WHEREAS, the Council finds the need for a longer extension period.

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

Section 1. The City and NWN agree that the Existing Agreement shall not terminate on May 27, 2014, but shall remain in full force and effect, including, but not limited to the payment provisions there under, until such time as a New Agreement is submitted to and approved by the North Plains City Council, and becomes effective in accordance with its terms, in no event later than August 31, 2014.

Section 2. That the City and NWN shall affirm this termination extension by signing an agreement, a copy of which is marked Exhibit A, attached hereto and by this reference incorporated herein, with the City Manager authorized to execute said Agreement on behalf of the City.

Section 4. This Resolution shall become effective immediately upon adoption by the City Council.

INTRODUCED AND ADOPTED this 21st day of April, 2014.

CITY OF NORTH PLAINS, OREGON

David Hatcher, Mayor

ATTEST:

Margaret Reh, City Recorder

EXHIBIT "A"

**NORTHWEST NATURAL GAS COMPANY AND CITY OF
NORTH PLAINS FRANCHISE TERM EXTENSION
AGREEMENT**

WHEREAS, the Franchise Agreement (the "Existing Agreement") between the City of North Plains ("City") and Northwest Natural Gas ("NWN"), set forth in Municipal Code Chapter 9.05 Franchise; and

WHEREAS, the City and NWN have been negotiating in good faith to replace the Existing Agreement with a new Franchise Agreement (the "New Agreement") and have not yet finalized a New Agreement in all of its particulars, and wish to extend the current Franchise Agreement expiration term; and

WHEREAS, the Council adopted Resolution Number 1830 on April 21, 2014 extending the current Franchise Agreement period through August 31, 2014, and finds the need for a longer extension period.

NOW, THEREFORE, the City and NWN agree that the Existing Agreement shall not terminate on May 27, 2014, but shall remain in full force and effect, including but not limited to the payment provisions there under, until such time as a New Agreement is submitted to and approved by the North Plains City Council, and becomes effective in accordance with its terms, in no event later than August 31, 2014.

CITY OF NORTH PLAINS, OREGON

NORTHWEST NATURAL GAS

Martha DeBry, City Manager

Date: _____

Date: _____



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: April 15, 2014
To: City Council
From: Martha DeBry, City Manager
Subject: Resolution No.1831 approving use of intellectual property related to the Elephant Garlic Festival by the North Plains Events Association

Request: Council consider adopting a resolution transferring a limited non-exclusive license to the North Plains Event Association for use of the city's rights in certain property relative to the 2014 North Plains Elephant Garlic festival. This will allow the North Plains Events Association (NPEA) the use of intellectual property related to the Elephant Garlic Festival.

Background: Recently the Chamber of Commerce entered into an agreement with the City of North Plains, which conveyed intellectual and physical property related to the Elephant Garlic Festival. Like last year, the NPEA would like to be the host organization for North Plains' only garlic festival.

A draft agreement was developed by staff and reviewed by the City Attorney, and then forwarded to the NPEA in December. The NPEA returned the agreement with substantial revisions in April. As the City Attorney reviewed the document, he determined that the structure could violate the City's purchasing rules and Oregon contracting rules. These are the main concerns:

- The City did not publicly bid this contract. Because of the total revenue involved in operating the festival, the Attorney believes it exceeds the amount appropriate for a multi-year sole source professional services agreement.
- Technically all the revenue earned by the festival could be defined as public funds, and as such would be subject to the City's purchasing and cash management rules.

Because planning for the August, 2014 festival is well underway and there is no alternative organization for running the event outside of the NPEA, the City Attorney has advised for this year the best of course of action would be for the City to adopt a resolution granting a non-exclusive license the Elephant Garlic Festival name and use of City property. He prepared the attached resolution for Council's consideration. The resolution provides that NPEA will provide a payment of the lesser of \$2,000 or 20% of

net revenues to the City which will be held in a restricted reserve for the Elephant Garlic Festival. The proposed budget document can be changed to reflect this change.

In the coming months, it would be appropriate for the City to bid the festival management, and subsequently engage in a long-term contract.

Recommendation: Council adopt Resolution No.1831.

Sample Motions: I move to adopt Resolution No. 1831.

RESOLUTION NO. 1831

A RESOLUTION OF THE CITY OF NORTH PLAINS, OREGON, TRANSFERRING A LIMITED NON-EXCLUSIVE LICENSE TO THE NORTH PLAINS EVENT ASSOCIATION FOR USE OF THE CITY'S RIGHTS IN CERTAIN PROPERTY RELATIVE TO THE NORTH PLAINS ELEPHANT GARLIC FESTIVAL

WHEREAS, the City of North Plains, Oregon, has ownership of certain property rights and personalty associated with the North Plains Elephant Garlic Festival which it wishes to license to the North Plains Events Association for that group's use relative to its operation of the 2014 North Plains Elephant Garlic Festival; and

WHEREAS, the North Plains Event Association is willing to take on the operation of the North Plains Elephant Garlic Festival provided it has the permitted limited use of the City's property rights associated with the Festival.

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

- Section 1.** The North Plains City Council hereby issues a temporary non-exclusive license to the North Plains Event Association (NPEA) for that organization's use of the following City-owned property for the period between April 1, 2014 through December 31, 2014:
1. Use of the registered name "North Plains Elephant Garlic Festival";
 2. Use of the registered name "Oregon Garlic Festival";
 3. Use of the registered domain name "funstinks.com";
 4. Use of a highway sign used to advertise the North Plains Elephant Garlic Festival;
 5. Directional signs associated with the North Plains Elephant Garlic Festival; and
 6. Equipment associated with North Plains Elephant Garlic Festival including tablecloths and miscellaneous office supplies stored with the North Plains Elephant Garlic Festival sign subject to conditions set out in Section 2 below.

- Section 2.** The use license for the City-owned property identified in Section 1 above is expressly conditioned on NPEA's compliance with the following conditions:
- NPEA shall operate the Festival during the second weekend in August (Friday, Saturday and Sunday) which operation includes responsibility for:
1. Effective control over all Festival events and physical facilities used therefor (including the Jessie Mays Community Park) in

- addition to adjoining streets and rights-of-way;
2. Payment for and provision of musical entertainment accessible to the public without fee or other charge.'
 3. At its option, a car show on one day of the Festival, and if so doing, then NPEA shall at least 14 days in advance of the date thereof notify businesses and residents within 250 feet of the car show's locale as to the date, time and contact information relative to same.
 4. Conduct vendor solicitation and control;
 5. Pay and be responsible for all costs associated with or related to provision of Festival entertainment including (but not limited to) musical entertainment, car show, run/walk race;
 6. Solicitation of sponsorships for the Festival with donations given directly to the NPEA and not be characterized or represented to be gifts to the City;
 7. Provision of security for all Festival events;
 8. Provision of parking of vendor-owned vehicles;
 9. Establishment and control all "preferred" parking areas;
 10. Updating and maintenance (for the period of the license) of the website, www.funstinks.com; and
 11. NPEA shall contribute to the City's Garlic Festival Reserve Fund the lesser of \$2,000.00 or 20% of the Festival's net revenues after expenses for the 2014 Festival and provision of a financial report(s) by November 1, 2014 as to the costs, expenses and revenues associated with the Festival's 2014 operation.

Section 3. This resolution is and shall be effective from and after its enactment by the Council.

INTRODUCED AND ADOPTED this ____ day of April, 2014.

CITY OF NORTH PLAINS, OREGON

David Hatcher, Mayor
Mayor

ATTEST:

Martha DeBry, City Manager/City Recorder



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: April 16, 2014
To: City Council
From: Martha DeBry, City Manager
Subject: Event donation policy

Request: Mayor Hatcher has requested that Council consider a policy regarding the distribution of proceeds from community events

Background: Over recent years, the City has presented more frequent community events. In some cases proceeds from the events have been used to fund local organizations like the North Plains Senior Center, North Plains Food Pantry, Friends of the North Plains Public Library and the North Plains Elementary School.

Attached is a draft policy for Council's consideration.

Recommendation: Council discuss the draft policy.

City of North Plains Policy

Number: 180	Title: Event Donation Policy
Date: 04/16/14	Signed: _____

Policy:

This policy outlines the process by which proceeds from a City Sponsored event may be distributed.

A. Eligible Beneficiaries of Event Proceeds

The City may periodically present events to benefit the following kinds of organizations:

- Public Schools and organizations sanctioned by the public schools that provide instruction to North Plains residents
- Organizations with a 501.C.3 IRS designation
- Charity fundraisers sponsored by City employees or employee groups

B. Event Creation

Preliminary Event Approval

If a Councilor or staff wish to use City resources to organize a new event that raises funds for a community organization(s) a preliminary event approval should be obtained from the City Council. At that time, a brief report should be prepared outlining when the event is proposed, the purpose of the event, and the proposed recipient organization(s). City Council can provide the approval through consensus and direction to the City Manager to proceed. Once this preliminary approval has been given by Council, staff can announce the event publicly for the purpose of scoping the event, working with the recipient organization(s) and to cultivate sponsorships.

Event Approval

At a regular Council meeting staff shall present a detailed report regarding the event including:

- a. A budget that includes estimate of staff time used to organize the event;
- b. Sponsorship or donation goals;
- c. Target audience and method of outreach;
- d. Procedure for acceptance and reporting of activities, ensuring internal controls;
- e. The types of donor or sponsor recognition that is available for specified value of donorship or sponsorship;
- f. Specified or maximum sizes and identification of location(s) of any signage in recognition of the donation or sponsorship and any restrictions on the text of the recognition signage;
- g. Discrete activities at an event that are likely to generate revenue, such as parking, concessions, car shows or sole source sales of food or drink, shall be identified and the operator or beneficiary organization named.

Depending on the nature of the event, Council may approve the appropriation of funding for staff time, equipment and materials, prize purses, etc...

C. Reconciliation of Proceeds and Distribution

Within 60 days of the event, staff shall reconcile the expenses with revenues and present to Council the estimated net proceeds amount. Upon approving the reconciliation, the appropriate budget allocation shall be made if needed, and authorization shall be provided to distribute proceeds to the recipient organization.

D. Conditions for Accepting Funds, Donations or Sponsorships

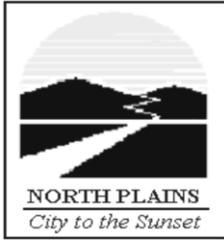
Conditions set for the acceptance of donations shall be fair, impartial and shall not discriminate on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin or political views of the donor or sponsor.

E. Costs, Accounting and Record Keeping

Departments shall maintain records that provide an audit trail for the receipt of all sponsorships and donations.

City representatives shall also comply with the following:

- All donations and sponsorships and the revenue, product and services received shall be recorded and maintained for at least the expected life of the item or service.
- Donations and sponsorships paid for with a monetary contribution shall not be paid to staff in cash unless approved, in advance by the City Manager and receipt of cash is properly documented
- A record of all sponsorships and donations including name, type, contact name if a company, amount and disposition shall be kept up-to-date and accurate.
- The City cannot guarantee the tax deductibility of a donation but it may provide the donating party with a letter of acknowledgement and statement of the City's intended use.



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

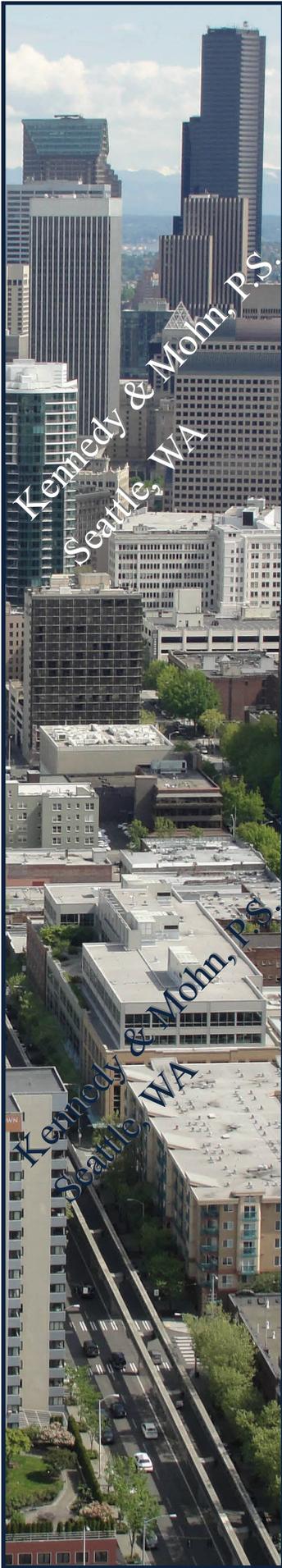
Date: April 15, 2014
To: City Council
From: Martha DeBry, City Manager
Subject: Acceptance of report by Kennedy and Mohn regarding hotel feasibility

Request: Council accept the report prepared by Kennedy and Mohn.

Background: The City contracted with Kennedy and Mohn in February to study the feasibility of locating a hotel facility in North Plains. This report details the factors that will be considered by a hotel site locator and the triggers that could make North Plains a candidate for a hotel in the future.

The short summary of the report is that North Plains does not have enough demand generated by commercial businesses or recreational activities to sustain a hotel operation. A facility here could not rely on business in Hillsboro to generate demand, as several hotel projects are in planning or construction in Hillsboro. If there is a substantial increase in the number of businesses locating to the east of Jackson School Road and west of Brookwood that would be the time for North Plains to promote itself as possible location for a hotel.

Recommendation: No recommendation for information only.



**Report on
 The Market Feasibility of
 Developing a Hotel
 in
 North Plains, OR**

Report Issue Date: April 14, 2014

K&M File #: 14-007

**Prepared by
 Michael J. Mohn, MAI
 Kennedy & Mohn, P.S.
 Seattle, Washington**

**Prepared for
 Ms. Jennifer Knowles
 City of North Plains, Oregon**



Kennedy & Mohn, P.S.
Hotel Brokerage, Consulting, & Appraisals
www.HotelRealtyNW.com

April 14, 2014

Ms. Jennifer Knowles
City of North Plains
31360 NW Commercial Street
North Plains, OR 97133

Dear Ms. Knowles:

As requested, we have completed our research and analysis of the North Plains-Hillsboro area for the purpose of evaluating the potential for lodging development. Per our engagement letter dated February 6, 2014 this letter report summarizes our findings and conclusions for the hotel market feasibility study. Our report and analyses are presented subject to the attached assumptions and limiting conditions. The effective date of our analyses is March 12, 2014, the completion date of our fieldwork in the local market. Our market feasibility study included the following scope of work.

- ◆ Orientation meeting with you at the outset of the assignment to discuss your perceptions of opportunities and challenges in the local market, major commercial businesses in the local market, and a review of potential sites that could be available and are appropriately zoned to allow for hotel development.
- ◆ We evaluated the location of North Plains and several potential sites in the area, considering such factors as access and visibility relative to key transportation routes in the area, surrounding neighborhood influences, proximity to primary demand generators and ancillary amenities, current zoning, and the advantages and disadvantages of the market and the various sites as compared to those of competing hotels in the local market.
- ◆ Interviews with State and local officials regarding economic conditions, development trends, and the need for additional lodging in the North Plains - Hillsboro area.
- ◆ We identified those hotels that would be considered most directly competitive with a new hotel if built in North Plains and conducted interviews with hotel operators, franchise representatives, and major commercial businesses in the area regarding hotel market conditions. Based on these interviews and data drawn from an STR Trends

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Ms. Jennifer Knowles

April 14, 2014

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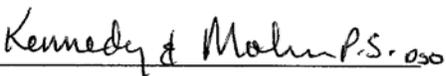
report, we compiled a summary of the historical operating performance within the competitive market in recent years.

- ◆ We analyzed historical levels of growth in the local economy and identified new hotels currently proposed for development in the area for the purpose of developing a projection of future market supply and demand conditions and the resulting occupancy rates within the competitive market through a five-year forecast period.

Based on the underlying research and projected conditions within the competitive lodging market in future years, we concluded that market conditions do not presently support hotel development in the North Plains area. However, given the underlying planning nature of this study, we have provided additional commentary within the balance of this report that should be considered when planning or positioning North Plains for potential hotel development at an appropriate time in the future.

We trust that you will find the commentary and counsel provided herein to be of value to the planning and timing of potential future development in the North Plains area. Should you have any questions or require clarification of any of the items discussed in the following report, please feel free to call me at: 425.485.7925.

Sincerely,

 Kennedy & Mohn P.S. 030

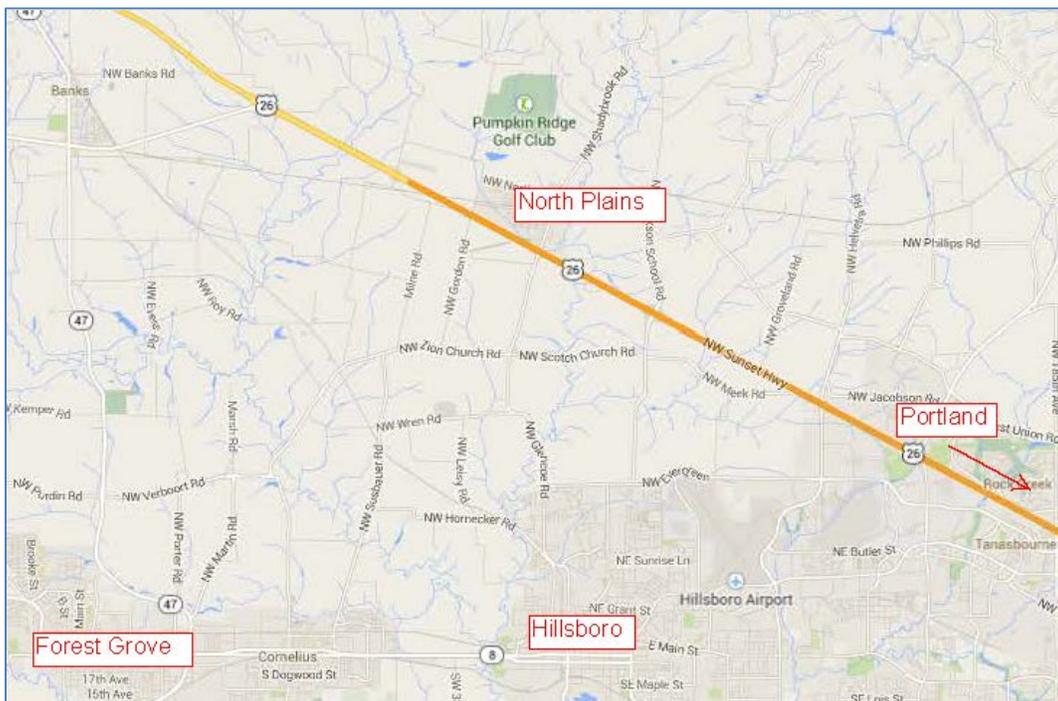
Kennedy & Mohn, P.S.

By: Michael J. Mohn, MAI

Introduction

The city of North Plains is a small, semi-rural community, set against a backdrop of lush farms and forested hills. With a 2013 population of only 2,015 persons, North Plains retains the feel and character of a small town, while being located only a short distance from world-class businesses and amenities. As a result, the community provides an attractive alternative for those seeking a more rural lifestyle, while working in the city or in one of the larger suburban communities nearby.

North Plains is located in the central portion of Washington County, in the western suburbs of the Portland metropolitan area, approximately 18 miles west of the Portland CBD and 60 miles east of Seaside, on the Oregon coast. North Plains is located only five-miles west of Hillsboro on US-26. As the largest suburban community nearby, with a population of over 92,000, Hillsboro is the heart of Oregon's 'Silicon Forest' and home to Intel and numerous other high-technology companies. Similarly, but on a much smaller scale, Forest Grove, with a population of 22,000 is located approximately 15-miles south and west of North Plains, via more leisurely state highways or county roads. Forest Grove is home to Pacific University and Viasystems, a global manufacturer of printed circuit boards.



North Plains' location places it at the approximate western edge of urban development within the greater Portland area, with primarily forestland and mountains between North Plains and the coast. Major employers in North Plains include Jewitt-Cameron Seed Company, Oregon Canadian Forest Products, and Recology, among others.

North Plains may be known best as home to Pumpkin Ridge Golf Club, an award winning venue located in the hills three miles north of town. Since its opening in 1992, Pumpkin Ridge has played host to a number of significant events including the U.S. Women's Open, the LPGA Tour, and currently, the Web.com Tour (PGA). North Plains is also home to Horning's Hideout, a 160-acre oasis in the woods offering fishing, camping, and ultimate Frisbee. However, the notoriety of Horning's Hideout comes largely from its hosting of several major concerts each summer, accommodating 5,000 visitors in its outdoor amphitheater, and also from hosting the annual Warrior Dash, a three-mile obstacle race that attracts 11,000 people each September.

At the present time, North Plains does not have a hotel to accommodate visitors to the area and the purpose of this study is to evaluate supply and demand conditions in the lodging market within the broader area to determine if there is a current opportunity for North Plains to attract and support lodging development, and if not, to identify factors that may better position North Plains to support this type of development in the future.

Area

The city of Portland is located at the confluence of the Willamette and Columbia Rivers, approximately 70 miles inland from the Pacific Ocean. The Columbia River runs east and west between the states of Oregon and Washington and the Willamette River runs south to north through the western part of Oregon, joining the Columbia River at the northern boundary of the state. The Portland MSA consists of seven counties: Multnomah, Washington, Clackamas, Yamhill, and Columbia in Oregon, and Clark and Skamania counties in the State of Washington. Oregon is bounded by Washington on the north, California and Nevada on the south, Idaho on the east, and the Pacific Ocean on the west. Washington County is bounded on the north by Columbia and Clatsop Counties, on the south by Yamhill and Clackamas Counties, on the east by Multnomah and Clackamas Counties, and on the west by Tillamook County.

The Portland-Vancouver PMSA represents the largest population center in the State of Oregon. Portland is Oregon's largest city and is the state's major urban center. The surrounding suburban areas occupy a sprawling region in the northwest corner of the state and in nearby Washington State, generally along the Columbia River. Portland is bisected north and south by Interstate Highway 5 (I-5), which extends from San Diego to the south, and north to Seattle and Vancouver, British Columbia. Seattle is located approximately 150 miles north of Portland, and Salem, the capital city of Oregon, is located approximately 50 miles south. Interstate 205 is a bypass that connects with I-5 approximately ten miles south of downtown Portland, near Tualatin, and north of Vancouver, Washington, near Salmon Creek.

The Portland-Vancouver PMSA ranked as the nation's 24th largest metropolitan statistical area in 2013. Between 2000 and 2013, the population of the region increased by over 378,000, a compound average annual growth rate of approximately 1.4 percent. In 2013, the Portland area ranked 21st among the top 100 MSA's rated for job growth characteristics. The cities of Hillsboro and Beaverton are located in Washington County, within the Portland-Vancouver PMSA, approximately 18-miles and 9-miles, respectively, west of downtown Portland.

Hillsboro and Beaverton are currently ranked as the 5th and 6th largest cities in the state. In Money Magazine’s 2013 ranking of the top 100 best places to live, Hillsboro ranked 95th and nearby Beaverton ranked 97th.

Transportation needs within the area are served by U.S. Highway 26 and State Route 217. U.S. 26, also known as the Sunset Highway, connects to downtown Portland to the east and the Oregon Coast to the west. SR-217 connects between U.S. 26 on the north, to Interstate Highway 5, (I-5) on the south.

The demand for hotel rooms in the Sunset Corridor area is influenced by local employment patterns as well as the broader employment patterns within the greater Portland-Vancouver PMSA, which includes Washington County, among others.

Hillsboro, and to a lesser extent Forest Grove, benefit from a strong manufacturing base dominated by electronics, semiconductors, solar equipment, and other technology-related companies. Major employers in the Hillsboro/Forest Grove area are shown in the table at right.

Between 2000 and 2013, non-agricultural employment in the Portland-Vancouver PMSA posted negligible growth of 0.5 percent compounded annually. Implicit in this lackluster growth rate, is recession-induced losses of roundly 61,000 jobs which effectively rolled back employment to 2000 levels. Between 2010 and 2013, the PMSA regained over 63,000 new jobs, allowing employment levels to once again exceed the pre-recession peak levels achieved in 2008. While manufacturing employment within the PMSA accounts for over 115,000 jobs currently, this sector accounts for nearly 28,000 fewer jobs than it did in 2000. Conversely, the education and health and professional and business services sectors have provided the largest gains in employment, adding 48,000 and 22,000 jobs respectively since 2000.

Major Employers - Hillsboro - Forest Grove		
Company	Product/Service	Employees
Hillsboro		
Intel	High tech manufacturing	16,250
Wells Fargo	Customer service center	1,275
Triquint	Semiconductors	982
SolarWorld	Solar cell manufacturing	758
FEI Company	High tech manufacturing	440
Maxim Integrated Products	Semiconductors	431
Acumed	Medical manufacturing	400
Yahoo	Customer service center	400
OHSU Primate Center	Research	380
Applied Materials	Semiconductors	370
Oracle	High tech manufacturing	360
Genentech	Biotechnology	350
ACS	Software	332
Synopsys	Semiconductors	319
Epson	High tech manufacturing	300
Forest Grove		
Viasystems	Circuit board manufacturing	900
Pacific University	Higher education	644
Stimson Lumber	Forest products	156
McMenamins	Hospitality	150
Tuality Health Care	Health care	140
Safeway	Grocery	125
Westak	Circuit board manufacturing	120
Jennings McCall Center	Senior housing	115
Marquis Care	Senior housing	113
Source: Cities of Hillsboro and Forest Grove - 2013/14 data		

The table below summarizes historical trends in population, employment growth, and other economic indicators that were reviewed in preparing this analysis.

Economic Indicator Summary									
	<u>2000</u>	<u>2002</u>	<u>2004</u>	<u>2006</u>	<u>2008</u>	<u>2010</u>	<u>2012</u>	<u>2013</u>	<u>CAAGR 2000-2013</u>
Population									
North Plains	1,605	1,660	1,650	1,755	1,905	1,935	1,990	2,015	1.8%
Forest Grove	17,708	18,750	19,200	20,380	21,465	21,770	21,460	22,340	1.8%
Beaverton	76,129	77,990	79,350	701,545	86,205	89,803	91,205	90,835	1.4%
Hillsboro	70,186	74,840	79,940	84,445	89,285	91,611	92,550	92,350	2.1%
Washington County	449,250	463,050	480,200	500,585	519,925	531,070	542,845	550,990	1.6%
Portland-Vancouver PMSA*	1,935,960	1,989,550	2,050,650	2,121,910	2,191,785	2,235,580	2,266,573	2,314,554	1.4%
State of Oregon	3,436,750	3,504,700	3,582,600	3,690,505	3,791,075	3,844,195	3,883,735	3,919,020	1.0%
Employment									
Portland/Vancouver PMSA									
Ntl. Resource / Mining	1,900	1,700	1,700	1,700	1,600	1,100	1,000	1,000	-4.8%
Construction	53,200	51,600	53,900	63,200	60,800	45,100	48,300	51,200	-0.3%
Manufacturing	143,300	123,800	120,100	126,600	123,200	107,000	114,200	115,500	-1.6%
Trade/Transp./Utilities	201,000	192,400	193,400	202,600	203,900	182,700	188,700	193,700	-0.3%
Information	n/a	23,800	22,500	24,000	24,600	22,100	22,300	22,700	-0.4%
Financial Activities	64,800	65,600	66,100	70,600	67,800	61,900	62,400	63,300	-0.2%
Prof. & Business Services	130,500	121,700	122,100	134,700	136,500	134,100	146,100	152,200	1.2%
Education & Health	102,900	111,000	115,700	123,200	132,600	142,800	149,100	151,200	3.0%
Leisure & Hospitality	85,800	84,800	87,800	94,100	99,300	94,500	100,100	104,300	1.5%
Other Services	n/a	33,900	34,700	35,700	37,100	34,600	36,400	36,900	0.8%
Government	130,500	133,900	136,200	138,900	147,000	147,400	144,800	144,000	0.8%
Total Non-Farm	973,300	944,200	954,200	1,015,300	1,034,400	973,300	1,013,400	1,036,000	0.5%
Unemployment Rate									
Portland-Vancouver PMSA	4.4%	7.8%	7.0%	5.0%	6.0%	10.6%	8.2%	7.3%	
Oregon	5.1%	7.6%	7.3%	5.3%	6.5%	10.7%	8.8%	7.7%	
Transient Room Tax (\$K - FYE)									
Hillsboro					\$2,117	\$1,581	\$2,393	\$2,561	3.9%
Forest Grove					\$210	\$160	\$210	\$207	-0.3%
Washington County					\$7,014	\$5,673	\$7,604	\$8,269	3.3%
Portland International Airport									
Passenger Volume	13,790,115	12,241,975	13,038,057	14,043,489	14,299,234	13,192,857	14,390,750	15,029,569	0.7%
Domestic	13,302,350	12,063,871	12,645,600	13,521,492	13,671,965	12,752,338	13,946,511	14,579,152	0.7%
International	487,765	178,104	392,457	521,997	627,269	440,519	444,239	450,417	-0.6%
CAAGR		-5.8%	-2.8%	3.8%	0.9%	-3.9%	4.4%	4.4%	
Highway Traffic Counts - US-26									
@ Hwy. 217 - M.P. 70.39	112,700	115,000	109,800	123,400	126,800	129,000	129,300		1.2%
@ 185th - M.P. 63.89	65,500	69,400	69,200	74,800	74,500	77,800	73,200		0.9%
@ Glencoe Rd. - M.P. 56.23	21,600	22,700	22,500	21,300	20,900	21,000	20,100		-0.6%
Consumer Price Index									
United States	172.2	179.9	188.9	201.6	215.3	218.1	229.6	233.0	2.4%
Portland/Salem	178.0	183.8	191.1	201.1	215.4	218.3	229.8	235.5	2.2%
Seattle Area	179.2	189.3	194.7	207.6	224.7	226.7	238.7	241.6	2.3%
Sources: State Depts of Revenue, Employment, & Transportation; BLS, Port of Portland, Portland State University Research Center									
* Includes Clark & Skamania Counties in Washington									
CAAGR = Compound Average Annual Growth Rate for years shown									

In 2000, the unemployment rate in the Portland-Vancouver PMSA was at a seven-year low of 4.4 percent, climbing rapidly during the recession to a high of 10.6 percent, with gradual improvement thereafter. 2013 posted unemployment levels of 7.3 percent, which remains above long term stabilized levels.

Any discussion of employment in the Sunset Corridor area would not be complete without acknowledging the significant role which Intel plays in the economy of the local area. Intel is a multinational corporation that specializes in the development of semiconductors and other related technology within the computer and electronics industry. Intel has established its primary research campus in Hillsboro and it is the largest single employer in the area with approximately 17,000 employees, spread across six campuses in Washington County. The Ronler Acres campus, south of US-26 at Brookwood Parkway, is the largest of the Intel campuses and is home to over 7,000 Intel employees. Average salaries and bonuses for Intel employees in Washington County in recent years have been in excess of \$117,000 annually.

Annual revenues at Intel grew from \$33.7B in 2000 to \$38.8B in 2005, a gain of 15 percent. During the several years prior to the recession, revenues declined, vacillating moderately below prior peak levels, followed by the recession which brought company revenues to \$35.1B in 2009. For a brief period in 2005/06, Intel cut employment and froze both travel and salaries, followed by a decision to close one of their older fabrication plants at Ronler Acres, Fab-20, and with it, roundly 900 local jobs. However, Intel bounced back quickly, with company revenues increasing 24 percent to a remarkable \$43.6B in 2010 and then increasing another 24 percent to \$54.0B in 2011. Full year revenues in 2012 and 2013 declined nominally to \$53.3B and 52.7B respectively. Despite its interim volatility, between 2000 and 2013, Intel posted average growth in company revenue of roundly 3.5 percent annually.

While Intel is notoriously tight-lipped about its plans, in February-2010 they announced their plans to build a new \$3B, 1.1 million square foot research fabrication plant (D1X) at their Ronler Acres campus in Hillsboro to fabricate next-generation memory chips. Subsequently, Intel announced in October-2012 (even before completion of D1X slated for 2013) that they would move forward with construction of yet another new fabrication plant, D1X Mod2, identical to D1X, together with 1.5 million square feet of new office and manufacturing support facilities in two new buildings. Other construction at Ronler Acres has included two new 3,000 space parking structures and a retooling of the previously decommissioned Fab-20, which will reportedly become an extension of the D1C high-volume production facility and possibly be used for expanded training purposes. When the latest phase of construction is completed in approximately 2015, representing over \$6B in capital investment, Ronler Acres will house 9.3 million square feet of manufacturing space and will be nearly 40 percent larger.

Intel estimated that construction of the D1X plant would generate 6,000 to 8,000 new construction jobs. Intel's construction in Hillsboro has been propping up construction employment in the construction sector throughout the region since it began in 2010 and with recent announcements, will likely continue to do so well into 2015. Intel estimated that upon completion, D1X would provide 800 to 1,000 permanent jobs in the local community and, while

no subsequent estimates are available for the expanded project, it would be reasonable to assume that permanent jobs in the market could potentially increase two-fold from earlier estimates. Clearly, a project of this magnitude will provide dramatic economic growth and benefits within the area for many years to come.



Intel’s footprint in Washington County represents its largest global presence and its most advanced site, spearheading the research and development needs of a major global corporation. Intel is unique in the way it rolls out new manufacturing technology, perfecting it in a laboratory and then painstakingly replicating it at factories around the world using a manufacturing strategy first employed in the mid-1980s and referred to as *"Copy Exactly"*. Under *"Copy Exactly"*, researchers spend years perfecting a new manufacturing technique in one of Intel's development factories (fabs) in Hillsboro, and once they are satisfied with the results, work to meticulously export every last detail to half a dozen or so chip factories around the world. With the speed of computer chip technology doubling every 18 to 24 months, Intel is constantly reinventing itself with each new cycle of chip-set or silicon wafer technology. A by-product of the constant technology-churn at Intel is the expanding and regularly recurring nature of lodging demand patterns which are created in the local market. While completion of construction at the two new D1X fabs in Hillsboro will undoubtedly exert downward pressure on construction employment and related lodging demand levels in the market, we fully expect that regular and ongoing re-tooling and training generated by these new fabs in future years will quickly offset any downward pressure in demand patterns in the local market. While over the last decade Intel has

brought a heightened degree of fiscal certainty to Washington County and to Hillsboro in particular, we anticipate these conditions will continue to improve in the future.

Other notable developments occurring in the area in recent years include:

- ◆ Kaiser Permanente's new \$375M Westside Medical Center opened in August 2013 on a 15-acre site located along Evergreen Parkway at Stucki Avenue in Hillsboro. This 412,000 SF facility includes a 126-bed hospital (expandable in the future to 240-beds) and an adjacent medical office building. The \$344M project is the first new hospital to open in Washington County in 40 years.
- ◆ As a result of major expansions by Intel and in anticipation of continued growth in the area, ODOT and Washington County have a number of transportation projections slated for the area including the widening of US Highway-26 between Cornell Road and NW 185th Avenue, which was completed in late 2012 at a cost of \$15.6M. Further widening of US-26 to the west is proposed but is awaiting additional funding.
- ◆ In 2013, ODOT began a \$45M project to expand and reconfigure the interchange at US-26 and Brookwood Parkway/Helvetia Road, in anticipation of large-scale industrial in the newly expanded urban growth boundary, as noted previously. This project includes expanding the overpass, adding and expanding on-ramps, and toner related work. This project is projected for completion in mid-2015.
- ◆ In North Plains, at US-26 and Glencoe Road, ODOT began in 2012 a \$32M project to expand the overpass from two to four lanes, while also extending the on and off-ramps to the highway. This project began in 2012 and is nearing completion at the present time, with the completion of final paving, drainage, and signal work.
- ◆ The Port of Portland appears to have cleared final hurdles necessary to complete a long planned addition of a parallel runway at the nearby Hillsboro Airport, which is the 2nd busiest airport in the state. This project has been proposed for years and received FAA and EIS approvals in 2010 but was stalled in 2011 by appeal from the local community. Continued efforts by the Port resulted in final FAA approvals being received in February 2014. This \$17.2 M project is now in the design phase, with construction scheduled to begin in Summer-2014.
- ◆ Following recent court challenges, Oregon lawmaker's successfully culminated efforts to expand the Urban Growth Boundary (UGB) and establish new urban and rural reserves. Dubbed the 'grand-bargain', House Bill 4078 was signed into law on April 1, 2014, following a unanimous vote in both houses. Of particular importance are several large parcels of land located south of US-26, between Brookwood Parkway and Jackson School Road which were brought into the urban growth boundary.

- ◆ This area of expansion in the UGB is in the far western reaches of Hillsboro and was previously considered as a possible location for ‘Project Azalea’, a state-of-the-art, high-volume, computer chip factory, initially reported to be a 3.2- million square foot facility that would create at least 1,000 new jobs. Early rumors suggest Project Azalea may have been sponsored by Apple Computers and/or Taiwan Semiconductor. This massive project was being courted aggressively by economic development officials in both Oregon and New York between late-2012 and late-2013, before being put on hold due to economic conditions.

Overall, the economic life-blood of the Sunset Corridor area is heavily concentrated in Hillsboro, a short, yet significant five miles east along US-26 from North Plains. The area’s high tech manufacturing companies, professional services firms, quality health care systems, expanding retail amenities, and well developed highway and light rail systems are concentrated in this area and provide a solid base for continued economic growth and expansion. While North Plains is clearly in the path of development, the five miles that separates North Plains from Hillsboro is economically significant. However, on the bright side, given the rapid pace of development in Hillsboro over the last decade or more, there is a potentially looming shortage of prime development sites remaining, many of which are restricted in their use, or are being retained for larger scale future developments. As a result, the inventory of potential sites that could accommodate hotel development is declining in Hillsboro and the current round of proposed hotel projects (to be discussed in later pages) will further reduce this inventory. Nonetheless, the current demand patterns and the location the major demand generators in the area clearly lend support for lodging development, but predominantly in the Hillsboro area. As a result, for most developers, even a secondary or tertiary site in Hillsboro would be considered more desirable than a prime site in North Plains. In our opinion, the desirability of lodging development sites in North Plains could be greatly enhanced if, or when, significant development occurs at the western edge of Hillsboro, between Brookwood Parkway and Jackson School Road, south of US-26. In our opinion, announcements to that effect should be considered potential triggering events for future lodging development in North Plains.

Competitive Lodging Market

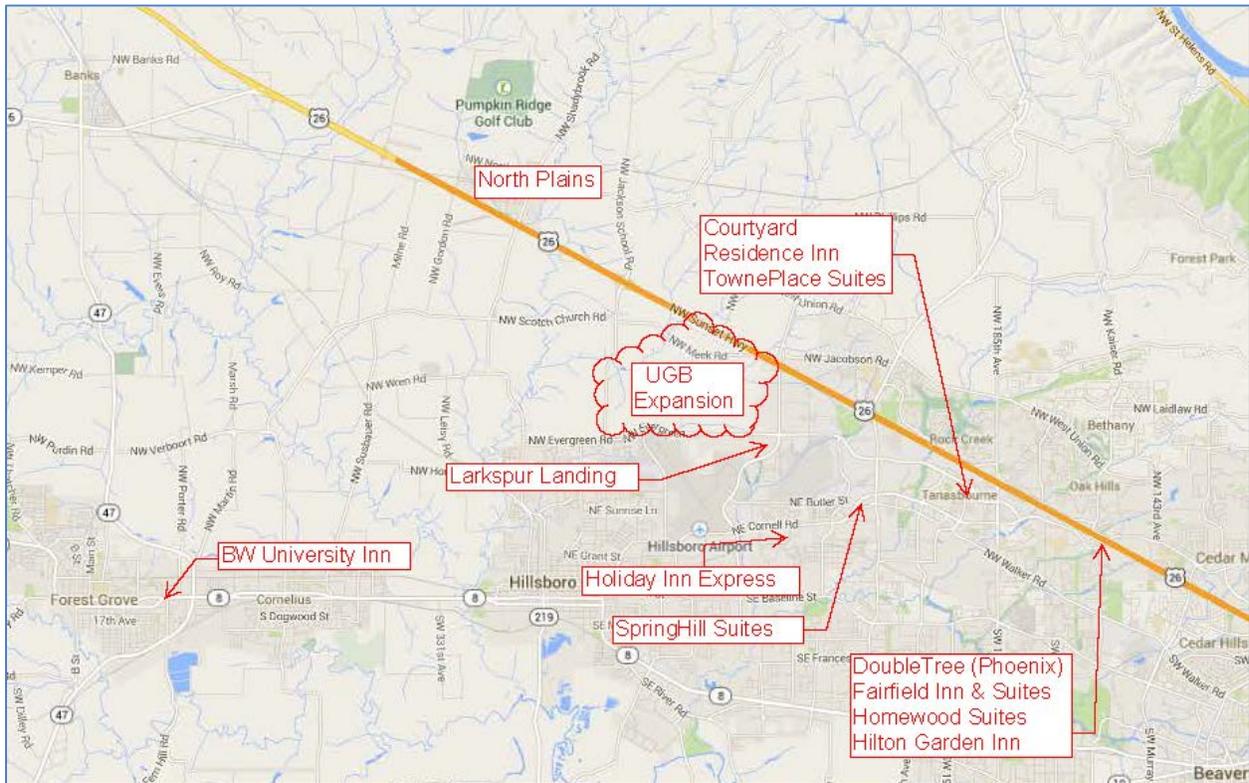
With no hotels in North Plains at the present time, we define the overall competitive market based largely on demand patterns in the area, which are heavily concentrated along the US-26 corridor, and to a lesser extent in Forest Grove. For the purposes of our analysis, we defined the competitive set for this project to include 11 hotels with a total of 1,260 available guestrooms. These hotels represent the better quality three-diamond, AAA-rated hotels located along the U.S. Highway 26 corridor in Hillsboro, Beaverton, and Forest Grove. This competitive set is heavily weighted with properties along US-26, with only nominal representation in Forest Grove, which we believe to be consistent with demand patterns in the area. The hotels in the competitive set are generally located proximate to the primary sources of demand and along the major transportation corridors and as a result, they would be expected to represent the primary competition for a new hotel if built in North Plains.

Key characteristics of those properties included with the competitive market are identified in the following table.

Competitive Lodging Market Profile							
Property	Location	Opened	AAA	Mtg. Space	Rooms	Rates *	Amenities
US-26/Beaverton/Hillsboro							
Courtyard by Marriott	Hillsboro	1996	◆◆◆	1,248	155	\$246-\$259	A B D/I E F H
DoubleTree (Phoenix)	Beaverton-US 26	1997	◆◆◆	1,750	98	\$149-\$189	A B D/I E F H
Fairfield Inn & Suites	Beaverton-US 26	1997	◆◆◆	625	106	\$170-\$179	B C D/I E F H
Hilton Garden Inn	Beaverton-US 26	1999	◆◆◆	1,100	150	\$170-\$199	A B D/I E F H
Holiday Inn Express	Hillsboro	2000	◆◆◆	625	86	\$169-\$179	B C E F H
Homewood Suites by Hilton	Beaverton-US 26	1998	◆◆◆	828	123	\$179-\$219	B C D/O E F G H
Larkspur Landing	Hillsboro	1997	◆◆◆	600	124	\$152-\$170	C E F G H
Residence Inn by Marriott	Hillsboro	1994	◆◆◆	1,220	122	\$256-\$284	B C D/O E F G H
SpringHill Suites by Marriott	Hillsboro	2004	◆◆◆	None	106	\$249-\$269	B C D/I E F H
TownePlace Suites by Marriott	Hillsboro	1999	◆◆◆	265	136	\$179	B D/O E F G H
BW University Inn	Forest Grove	1999	◆◆◆	None	54	\$117-\$144	C D/I E F H
Total Competitive Rooms					<u>1,260</u>		
<i>AMENITIES LEGEND:</i>							
A - Restaurant & Lounge		E - Exercise Room					
B - Banquet & Meeting Rooms		F - High-Speed Internet					
C - Complimentary Continental Breakfast		G - Extended-Stay Kitchenette Units					
D - Swimming Pool - (I) Indoor ; (O) Outdoor		H - Microwave/Refrigerator in some or all units					
* Room rates reflect transient length of stay and are subject to discounting and seasonal changes							
Sources: 2014 AAA website, Brand websites, K&M							

- ◆ The competitive hotels range in size from 54 to 155 guestrooms
- ◆ The hotels range in age from approximately 10 to 20 years, with most properties typically around 15 years old.
- ◆ The newest hotel to open in the market is the SpringHill Suites, which is now 10 years old.
- ◆ While most of the competitive hotels are generally in average to good condition, the increasing age of the competition presents a competitive opportunity.
- ◆ Four of the competitive hotels are limited-service properties; three of the hotels are focused-service hotels, and the remaining four hotels are extended-stay hotels.
- ◆ Ten of the competitive hotels are affiliated with one of the major national hotel brands, with the Larkspur Landing being part of regionally-known hotel chain. In October-2012 the Phoenix Inn converted to the DoubleTree brand by Hilton after completing a significant renovation and adding limited food and beverage facilities.
- ◆ The hotels in the competitive market offer very limited banquet and meeting space. The largest meeting space in the market is 1,750 square feet at the DoubleTree/Phoenix.
- ◆ Historically, most group demand in the competitive market has been derived from leisure or sports groups that do not require dedicated meeting space.

The locations of the competitive hotels, in relation to North Plains are shown in the following graphic.



During the 2008–2013 period, annual occupancies within the competitive market have ranged from a low of roundly 66 percent in 2009 to a high of nearly 82 percent in 2013, with an average occupancy over the six-year period of 75 percent. During this period, there has been no growth in the available rooms supply in the market. Conversely, demand growth during the period has averaged 2.9 percent annually, despite a notable decline in demand in 2009 as a result of the recession and travel restrictions at Intel. In subsequent years, demand growth in the market has averaged 3.6 percent annually, reflecting strong years for Intel and the added benefit of major construction activity within the market. While the general trend in demand in the market is notably upward, this market is not without its periods of substantial volatility. The impact of volatility tends to be much greater on those properties located in peripheral areas of the market.

Average room rates within the overall competitive market over the past six years have increased from roundly \$109 in 2008 to \$126 in 2013, reflecting average growth of 3.0 percent annually, which is moderately above the underlying rate of inflation during the period. The impact of the recession and travel restrictions at Intel caused average room rates in the market to decline over 10 percent in 2009 and average room rates did not exceed their pre-recession levels again until 2012.

The combined effect of increasing occupancy levels and significant rate growth caused RevPAR levels in the market to increase at an average rate of 5.9 percent annually over the six-year period, which is an enviable level of growth, especially when considering the general weakness in the underlying economy during much of this period. The current market average RevPAR in 2013 is now approximately 36 percent higher than the market's previous peak achieved in 2008. There are few markets that can claim this level of growth in recent years. Curiously enough, the markets' demonstrated growth in RevPAR in recent years tends to be mirrored by Intel's revenue growth during this period. The influence of Intel in the market cannot be overstated, while they are certainly not the only demand generator in the market, they are clearly the dominant demand generator, and as a result, - as goes Intel, so goes the market.

The table below provides a summary of historical performance within the competitive lodging market between 2008 and 2013. The early years of this period are marked by the recession, followed by several years of renewal and substantial growth.

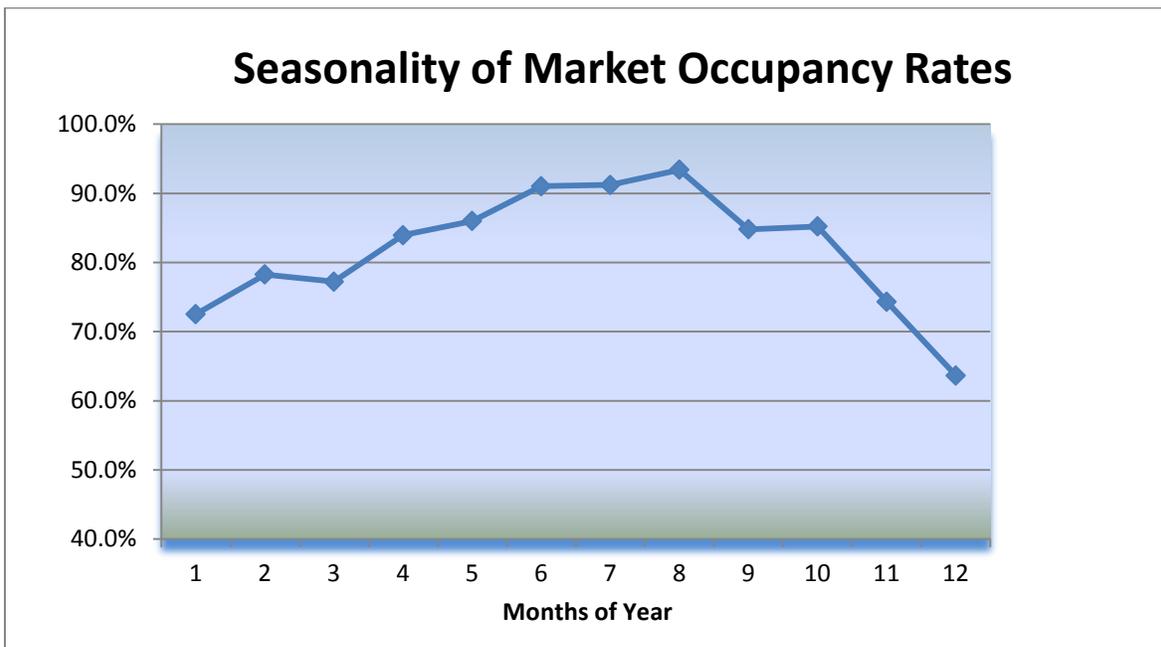
Competitive Lodging Market - North Plains, OR							
Historical Performance							
	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>CAAGR</u> <u>2008-2013</u>
Available Rooms							
Competitive Hotels	1,258	1,258	1,258	1,258	1,259	1,260	0.0%
Percentage Change		0.0%	0.0%	0.0%	0.1%	0.1%	
Available Room Nights							
Competitive Hotels	459,170	459,170	459,170	459,170	459,660	459,900	0.0%
Percentage Change		0.0%	0.0%	0.0%	0.1%	0.1%	
Occupied Room Nights							
Competitive Hotels	326,829	303,296	338,766	358,894	372,084	376,236	2.9%
Percentage Change		-7.2%	11.7%	5.9%	3.7%	1.1%	
Market Occupancy							
Competitive Hotels	71.2%	66.1%	73.8%	78.2%	80.9%	81.8%	
Market Average Room Rate							
Competitive Hotels	\$108.93	\$97.90	\$96.44	\$106.01	\$115.42	\$126.33	3.0%
Percentage Change		-10.1%	-1.5%	9.9%	8.9%	9.5%	
Market Average RevPAR							
Competitive Hotels	\$77.54	\$64.67	\$71.15	\$82.86	\$93.43	\$103.35	5.9%
Percentage Change		-16.6%	10.0%	16.5%	12.8%	10.6%	
Source: Kennedy & Mohn, P.S. & Smith Travel Research							

Mix of Demand and Seasonality

Based on our interviews with managers of the competitive hotels, we have categorized the mix of demand in the market into three primary segments that include: corporate and government demand (business travelers); groups (meetings and sports teams); and leisure demand (tourists and those visiting friends and relatives). The table below summarizes our estimates of the mix of demand at the competitive hotels during 2013.

Estimated Mix of Rooms Demand Competitive Hotels - 2013		
Demand Segment	Occupied Rooms	Percent of Total Demand
Commercial/Government	256,100	68%
Group	55,000	15%
Leisure	65,200	17%
Total Demand	376,300	100%

Seasonal influences on occupancy and average room rates within the competitive market are derived from data contained in the Trends report by Smith Travel Research. As shown in the following tables, monthly occupancies in the competitive market generally remain at or above 70 percent during all but the December holiday period, with occupancies peaking during the traditional summer travel months of June through September. Average room rates tend to show generally similar seasonal trends and are remarkably stable throughout the year, increasing moderately during summer months and declining somewhat in December.





The properties within the competitive market demonstrate traditionally corporate demand patterns throughout the week, achieving the highest occupancy rates during weekdays, on Monday through Thursday nights with occupancies typically in the mid-80 to 90 percent range. Friday and Saturday nights are moderately slower, although still sustaining occupancies in the mid-70 percent range. While Sunday remains the slowest night of the week, occupancies still average 66 percent and spill into the mid-70 percent range during five months of the year.

Projected Lodging Market Conditions

Proposed Supply Changes - Based on our research in the market, we identified seven hotel projects that are proposed for development in the area, representing over 900 potential new rooms. Of these, two projects are under construction at this time, with opening scheduled for later this year, and three of the other projects have site-control and appear to be highly likely to move forward. In aggregate, these five projects represent 741 new rooms that we consider to be highly likely to open in the market in the next 12-18 months. Based on our research, we consider the remaining two projects to be too preliminary to warrant inclusion within our projections at this time.

The following table provides key data regarding the five hotel projects that have been included within our projection of future market conditions.

Proposed New Lodging Supply Sunset Corridor			
	<u>Rooms</u>	<u>Opening</u>	<u>Status</u>
Hampton Inn & Suites	106	Jul-14	U/C
Embassy Suites	165	Nov-14	U/C
Residence Inn	140	Jun-15	Proposed
Home-2 by Hilton	130	Sep-15	Proposed
Holiday Inn / Candlewood Suites	200	Dec-15	Proposed
	<u>741</u>		
Source: Kennedy & Mohn, P.S. Apr-2014			

Projected Demand Changes - Within our analysis, projections of growth in demand reflect the combination of three individual components including underlying growth in demand, unsatisfied demand, and induced demand.

- ◆ Underlying growth in demand is projected based on the strength of local and regional economic indicators such as growth in population, employment, room tax collections, air travel and similar measures.
- ◆ Unsatisfied demand is that component of new demand that can be accommodated in the market as new hotel rooms open, thereby providing additional capacity during peak periods when demand is turned away or otherwise under-accommodated. As new rooms open in the market, the market's ability to satisfy additional demand increases, resulting in a gradual reduction in benefit from each new room added.
- ◆ Induced demand reflects changes in the market that result from external forces. Induced demand can be either positive or negative. Based on our research in the local market, we induce a modest component of new demand in future years based on opening of the proposed Embassy Suites and the market's then ability to better accommodate the needs of upscale users seeking a full-service hotel. At present, this demand is forced out of the market to downtown Portland or Washington Square. We also included a negative inducement of demand to reflect anticipated changes in construction levels at Intel over the projection period.

In arriving at our estimates of demand growth within each of these categories, consideration was given to the mix of demand within the market, seasonal patterns of demand, and current capacity constraints within the local market. Key factors in our analysis are summarized in the following paragraphs.

- ◆ We estimate underlying growth in demand based on historical changes in key economic indicators, tempered with anticipated changes over the near term. Employment data and

air traffic volumes over the last decade indicate negligible long term growth, although these results have been heavily influenced by recessionary impacts in recent years. Population growth trends in the area tend to support underlying growth rates of roundly 1.5 to 2.0 percent annually, similar to growth in highway traffic counts. Room tax revenues for Hillsboro and Washington County indicate average growth in revenues of 3.3 to 3.9 percent annually in recent years, while revenue growth in Forest Grove has been flat to down slightly.

Based on the available data, our projections incorporate a moderate underlying rate of growth in demand of roundly 2.5 percent in the corporate demand segment and 2.0 percent annually in the group and leisure demand segments, declining slightly during the later years of the projection.

- ◆ We project that the new hotels entering the competitive market within the projection period will allow the market to accommodate roundly 83,500 room nights of new demand that is not presently captured in the market due to limited capacity during Monday through Thursday nights throughout the year, and further capacity constraints during peak summer months. At present, this unsatisfied demand is turned away to lesser quality properties, or to properties outside the competitive market. New demand is assumed to be accommodated in the market during the first two years of operation for the new hotels.

Our estimate of unsatisfied demand is equivalent to roundly 113 fill nights annually (2.2 nights per week), for each new room entering the market. This estimate is supported by our interviews in the local market which suggest that in recent years the competitive hotels experienced an average of roundly 170 fill nights (3.3 nights per week). When the SpringHill Suites opened in the market in 2004, under considerably inferior market conditions, we estimate that in its first year of operation it allowed the market to accommodate roundly 165 room nights of new demand for each room opened. Fill nights within the market are influenced by several factors including the strength of the brand and proximity to Intel and they would be expected to diminish as the volume of new rooms increases.

- ◆ Our projections also include two components of induced demand as follows.
 - We estimate that roundly 13,300 room nights of demand will be eroded from the competitive market during 2015 and 2016 due to the winding down of construction activities at Intel which have buoyed up the market in recent years. This estimate reflects a nominal five percent reduction in the commercial demand segment, which we believe would be largely concentrated in the lower-rated properties.
 - Secondly, we induce roundly 5,300 room nights of new demand to the market to reflect the market's expanded ability to accommodate upscale travelers and moderate group activities as a direct result of the opening of the Embassy Suites.

Without this property, we believe these travelers would continue to select properties either in downtown Portland or at Washington Square. This new demand is induced into the market during the first two years of operation of the proposed Embassy Suites.

Collectively, our estimates indicate demand growth in future years equal to 5.0 percent compounded annually, which is considerably higher than the 2.9 percent annual growth in demand achieved during the 2008 to 2013 historical period, when no new additions to supply occurred. Our projections include a total of roundly 147,000 new room nights of demand entering the competitive market. This amount is fairly evenly divided between underlying growth in demand and induced demand.

Based on our analysis, we project the market occupancy rate will begin to decline in 2014 with the first wave of new hotels opening in the market and this decline will increase considerably in the following years as the full impact of over 700 new rooms are added to the market. We project that market occupancies will decline to a low of roundly 64 percent in 2016, before gradually increasing in subsequent years to approximately 72 percent at the end of our projection period.

The following table summarizes historical lodging market conditions between 2008 and 2013 together with our projection of future market conditions from 2014 through 2020.

Historical And Projected Changes In Market Supply & Demand													
MARKET SUPPLY:	Calendar Years						Projected Performance						
	Calendar Years						Calendar Years						
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Courtyard by Marriott	155	155	155	155	155	155	155	155	155	155	155	155	155
DoubleTree (Phoenix)	98	98	98	98	98	98	98	98	98	98	98	98	98
Fairfield Inn & Suites	106	106	106	106	106	106	106	106	106	106	106	106	106
Hilton Garden Inn	150	150	150	150	150	150	150	150	150	150	150	150	150
Holiday Inn Express	86	86	86	86	86	86	86	86	86	86	86	86	86
Homewood Suites	123	123	123	123	123	123	123	123	123	123	123	123	123
Larkspur Landing	124	124	124	124	124	124	124	124	124	124	124	124	124
Residence Inn	122	122	122	122	122	122	122	122	122	122	122	122	122
SpringHill Suites	106	106	106	106	106	106	106	106	106	106	106	106	106
TownePlace Suites	136	136	136	136	136	136	136	136	136	136	136	136	136
BW University Inn	54	54	54	54	54	54	54	54	54	54	54	54	54
Proposed													
Hampton Inn & Suites							53	106	106	106	106	106	106
Embassy Suites							28	165	165	165	165	165	165
Residence Inn								82	140	140	140	140	140
Home-2 by Hilton								43	130	130	130	130	130
Holiday Inn/Candlewood								17	200	200	200	200	200
Average Daily Rooms	1,260	1,260	1,260	1,260	1,260	1,260	1,341	1,674	2,001	2,001	2,001	2,001	2,001
Annual Room Nights	459,900	459,900	459,900	459,900	459,900	459,900	489,469	610,835	730,365	730,365	730,365	730,365	730,365
Percentage Change		0.0%	0.0%	0.0%	0.0%	0.0%	6.4%	24.8%	19.6%	0.0%	0.0%	0.0%	0.0%
CAAGR	0.0%						6.9%						
MARKET DEMAND:													
Corporate/Government Demand					256,100		266,000	285,250	313,080	330,310	338,570	347,030	353,970
Underlying Change							2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.0%
Unsatisfied & Induced Demand							3,500	12,600	20,700	9,400	0	0	0
Group/Meeting Demand					55,000		56,900	61,840	68,780	72,360	73,810	75,290	76,420
Underlying Change							2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	1.5%
Unsatisfied & Induced Demand							800	3,800	5,700	2,200	0	0	0
Tourist/Leisure Demand					65,200		67,600	74,050	83,130	87,690	89,440	91,230	92,600
Underlying Change							2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	1.5%
Unsatisfied & Induced Demand							1,100	5,100	7,600	2,900	0	0	0
Total Demand	326,829	303,296	338,766	358,894	372,084	376,300	390,500	421,140	464,990	490,360	501,820	513,550	522,990
Total Change		(23,533)	35,470	20,128	13,190	4,216	14,200	30,640	43,850	25,370	11,460	11,730	9,440
Percent Change		-7.2%	11.7%	5.9%	3.7%	1.1%	4.9%	7.8%	10.4%	5.5%	2.3%	2.3%	1.8%
CAAGR	2.9%						5.0%						
OCCUPANCY:													
	71%	66%	74%	78%	81%	82%	80%	69%	64%	67%	69%	70%	72%
	75%						70%						

Note: This table is presented subject to the comments contained in the attached report.

Findings and Recommendations

Based on our research and analysis, we do not find adequate support for lodging development in North Plains at the present time. Clearly, the broader market is expected to receive an unprecedented level of supply growth in the near term and this will drive occupancies down

significantly for several years, eventually stabilizing at a more moderate level over the long term. Furthermore, as new and better-quality hotels become increasingly available in central locations, compression of demand outside the market will slow or cease and the relative impact of the new rooms supply will be greater for those properties located in peripheral areas of the market, such as Forest Grove (or North Plains if it had a hotel).

Conceptually, one can envision North Plains as being located near the edge of a vortex, which is Hillsboro, and within that vortex can be found most of the major demand generators in the market, along with a full complement of services necessary to accommodate and support this demand. For peripheral locations such as North Plains, or even Forest Grove, dislodging demand from within the vortex can be extremely difficult and if ancillary support services such as restaurants and similar amenities are also lacking, this challenge can become nearly insurmountable. With nearly all brands and price-points represented in the Hillsboro market, distinguishing North Plains based on a unique product offering will be both difficult and risky, whereas competing on the basis of rate alone is essentially a race to the bottom and therefore; a non-viable solution.

Based on our interviews in North Plains, the volume of commercial demand being produced by local businesses is modest at best and is insufficient to support new hotel development at this time. Conversely, Pumpkin Ridge and Hornings Hideout each produce sizeable volumes of leisure demand although this tends to be concentrated during summer months, predominantly over weekends. Given the highly seasonal patterns of this demand, it too would be considered insufficient to support new lodging development at this time. We consider each of these to be contributing components of demand but they would need to be combined with a substantial outside source of commercial demand in order to support a new hotel.

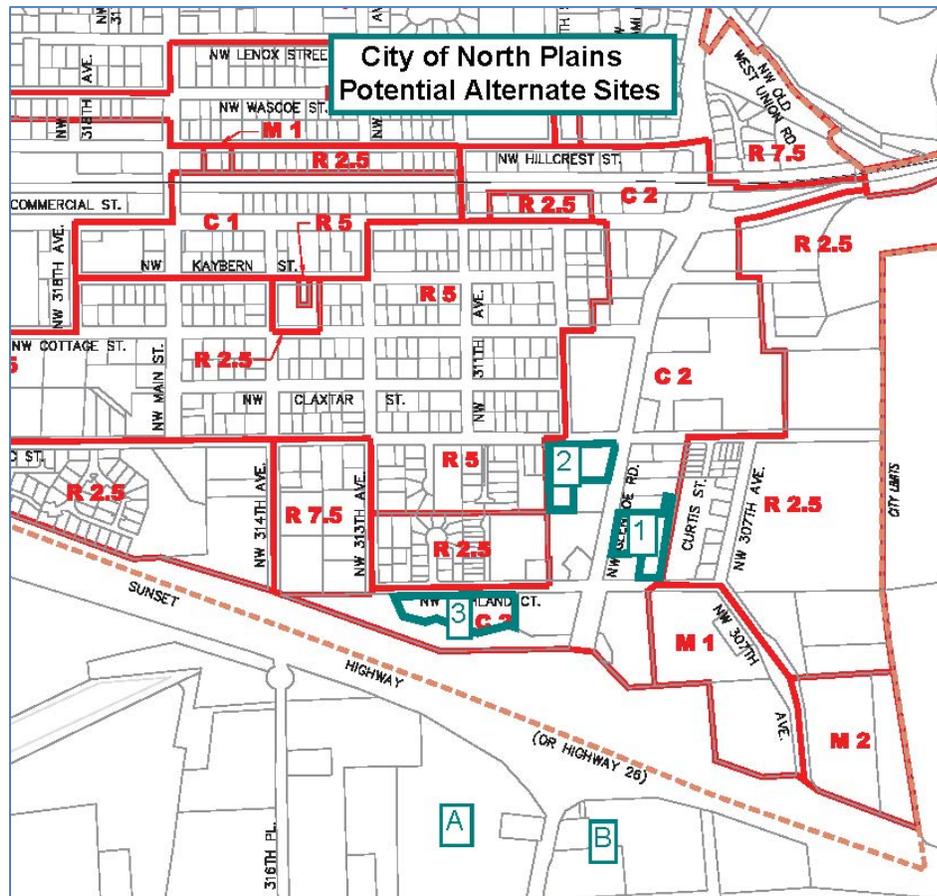
In our opinion, the viability of lodging development in North Plains will likely hinge on future developments in Hillsboro and the eventual development of the large acreage parcels recently added at the western edge of the UGB, between Brookwood Parkway and Jackson School Road. In the event that these parcels are eventually developed with a major user, similar in scope to that described earlier as 'Project Azalea', we believe this could effectively create a new centroid in the market, as key demand generators become increasingly concentrated at the western edge of Hillsboro and thereby potentially drawing North Plains into the vortex. At that time, together with the various components of local demand noted above, North Plains could potentially support a moderately sized hotel, likely in the 60-70 room range, preferably of moderate price and quality, maybe Best Western or similar. In the meantime, it would be prudent to continue to expand your base of ancillary support services in the market, with particular emphasis in the commercial corridor near US-26 along Glencoe Road.

Alternative Site Options

Within North Plains, we considered numerous sites for potential development. In our opinion, the sites most likely to be viable for hotel development in the future are outlined and ranked in

order of desirability in the following graphic. Because most lodging properties cater primarily to travelers to the local area, be it for business or pleasure, lodging facilities are typically sited near primary transportation corridors, proximate to major demand generators. Given the relative lack of major demand generators in the North Plains market, transportation features likely would govern site selection in the local market, thereby suggesting sites near the interchange with US-26.

Sites 1 and 2 would not likely have significant visibility from US-26, but with multi-story construction and typical building signage, would be readily visible from the overpass and exit ramps. Both sites 1 and 2 would benefit from direct access from Glencoe Road, with additional access from secondary streets, Highland Court or Pacific Street. Given their similarities, the individual rankings primarily reflect proximity to US-26. Site 3 is located immediately west of McDonald's on Highland Court and while this site would benefit from direct visibility to US-26, it may be somewhat less desirable due to McDonald's traffic and potentially more difficult access at Glencoe Road. Signalization of this intersection could potentially mitigate this deficiency. We also note that the SE and SW quadrants of the interchange of US-26 at Glencoe Road, while not currently in the city or appropriately zoned, could also be potentially viable sites for lodging development in the future.



GENERAL ASSUMPTIONS

This feasibility study report has been prepared under the following general assumptions:

- ◆ No responsibility is assumed for matters of a legal nature.
- ◆ Responsible ownership and competent property management are assumed.
- ◆ The information provided by others is believed to be reliable. However, no warranty is given for its accuracy.
- ◆ All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- ◆ It is assumed there are no hidden or inapparent conditions of the property, subsoil, or structures that render it more or less useful. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- ◆ Full compliance with all applicable federal, state, and local environmental regulations and laws is assumed.
- ◆ Full compliance with all applicable zoning and use regulations and restrictions is assumed.
- ◆ It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained.
- ◆ It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass.

LIMITING CONDITIONS

This feasibility study report has been prepared under the following general limiting conditions:

- ◆ Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of Kennedy & Mohn, P.S., and in any event only with proper written qualification and only in its entirety.
- ◆ Kennedy & Mohn, P.S., is not required to give further consultation, testimony, or be in attendance in court with reference to this report unless arrangements have been previously made.
- ◆ Projections of future revenue, expenses, net operating income, mortgage debt service, capital outlays, cash flow, or inflation represent our judgment of the assumptions likely to be used by informed persons in the marketplace. These estimates are intended solely for analytical purposes and are not intended to accurately predict future results or events. Actual performance will differ from these projections, and these differences may be significant.
- ◆ Estimates of project cost and operating performance are based on building plans and specifications provided by the client during the course of the study. Cost figures are intended as approximations only, and should be verified by competent architectural and engineering firms. In addition, to the extent that the eventual design and construction of the project vary from the plans and specifications provided, the actual development costs and operating performance of the project will differ from the estimates presented herein.
- ◆ Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the consultant become aware of such during the consultant's inspection. The consultant has no knowledge of the existence of such materials on or in the property unless otherwise stated. The consultant, however, is not qualified to test such substances or conditions. The presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the feasibility of the project. Our analysis is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: April 15, 2014
To: City Council
From: Martha DeBry, City Manager
Subject: Resolution No.1832 Naming the Park on Curtis Street.

Request: Council consider names for the new park on Curtis Street

Background: The City recently accepted the park on Curtis Street between Pacific and Highland Court.

North Plains City Council adopted a policy for naming parks in 2011 which is attached.

Recommendation: Council adopt Resolution No.1832 naming the park on Curtis Street.

Sample Motions:

I move to adopt Resolution No. 1832 selecting (name) as the name of the park on Curtis Street.

CITY OF NORTH PLAINS PARK NAMING AND PLAQUE POLICY

Purpose

The purpose of the policy is to establish consistent standard procedures and guidelines for the naming of public park lands owned and/or operated by the City of North Plains. The renaming of parks is strongly discouraged.

Policy

The naming of City parks, park areas and park facilities shall be the function of the City Council, with opportunities for community comment at public forums. City Council has final authority to approve or amend any recommendation. Diversity, balance and creativity will be sought during adoption of names.

Objectives

1. Provide name identification for individual parks, park areas or park facilities.
2. Provide criteria for the process of naming parks, park areas or park facilities.
3. Provide opportunities for public input including a public gatherings or meetings.
4. Ensure that the naming of parks, park areas, or park facilities is controlled by the City Council.

Criteria

The naming of parks, park areas, and park facilities should be approached with caution, patience, and deliberation. Names submitted for consideration should provide some form of individual identity in relation to the following:

1. The geographic location of the facility; this includes descriptive names.
2. An outstanding feature of the facility.
3. An adjoining subdivision, street, school, or natural feature. No park shall be given the same name as an existing school site or public facility, except where the sites abut one another.
4. A commonly recognized historical event, group, organization or individual (living or deceased).
5. An individual or organization that contributed significantly to the acquisition or development of the facility to be named. This can include either a deed or substantial monetary contribution, or contribution toward acquisition and/or development of the park

or park facility (typically not less than 50 percent of the value of the property or improvements).

6. Outstanding accomplishments by an individual for the good of the community. Quality of the contribution should be considered along with the length of service by the individual – this to be fully substantiated by person making recommendation.
7. Any individual who provided an exceptional service in the interest of the park system as a whole.
8. Typically, while serving in a public office, public officials should not be considered as a candidate for naming.

Donated Land

Parks and park facilities that are donated to the City can be named by deed restriction by the donor. The naming and acceptance of land is subject to recommendation by the Planning Commission and approval by City Council. Naming rights are not guaranteed if the donation of park land is a dedication as required by the Subdivision Ordinance (park land dedication).

Naming Process

Public Works staff will notify the Council about naming opportunities. The recommendation of staff will be subject to final approval or amendment by City Council action.

1. Temporary Naming

In the case of a new project, a temporary name will be designated by the City staff for identification during acquisition and/or development of the park area or park facility. Because temporary designations tend to be retained, the naming process for a new park should be carried out as quickly as possible after its acquisition or development.

2. Permanent Naming

Citizen involvement in the naming process is encouraged and may be accomplished in a variety of ways throughout the naming process.

A. Individuals, groups and/or organizations interested in proposing a name for an existing un-named park area or park facility may do so in writing using a “Park Naming Form” that outlines the naming criteria. These will be presented to City Council.

B. A variety of means to encourage public participation to submit a name (citizen contests, recommendations from previous owners, historical review of the site, etc.) may be implemented by staff at the request of the City Council. The “Park Naming Form” will be available through the City web site and at City Hall

C. The City Council will accept public comment when considering park names.

3. Park Renaming

Critical examination will be conducted to ensure that renaming the park will not diminish the original justification for the name or the prior contributors. Renaming will follow the same procedures as naming the park.

- A. Only parks and facilities named for geographic location, outstanding feature or subdivision should be considered for renaming. Parks that have been named by deed restriction shall not be considered for renaming.
- B. Parks and facilities named after individuals shall not be changed unless it is found that because of the individual's character the continued use of their name would not be in the best interest of the community.

Signage Process

The Public Works Director shall be responsible for the oversight and signage of City parks. Signage shall be installed for the two following types of parks:

1. General City Parks

A maximum sign size of 24 inches by 18 inches, in green and white metal sign shall be placed in the entryway to each general City Park. The sign shall display the City's logo in color as well as indicate the park name and state City Park.

2. Memorial Park Plaques

A 10 inch by 20 inch cast plaque may be placed in memorial parks if donated to the City. The name shall be in 60 point Arial font, the years shall be in 50 point font and the individual's information shall be in 41 point font. The individual information shall be obtained from the memorialized person's family or organization. The plaques shall be placed on a rock surface.

City Park directional signage shall be placed on the main intersection of the street on which the City park is situated.

Examples of signage are attached in Exhibit A.

MAD/mad/LJG/ljg

Established and Adopted by Resolution No. 1683, 10/17/11

RESOLUTION NO. 1832

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH PLAINS,
OREGON, ESTABLISHING A NAME FOR THE NEW PARK ON CURTIS STREET
AND PLACEMENT OF PARK NAME PLAQUE**

WHEREAS, the City has recently obtained a new park and that was developed as part of public improvements of a subdivision on Curtis Street in North Plains; and

WHEREAS, the City Council has determined to establish a policy for naming of City parks and placement of park name signage; and

WHEREAS, citizens of North Plains have been given an opportunity to submit suggestions on the City's social network page; and

WHEREAS, the North Plains City Council discussed submitted suggestions and deliberated on the name of the new park.

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

Section 1: The name of the park located on Curtis Street will be _____ . The plaque for the park will be installed by Public Works.

Section 2: This Resolution shall become effective immediately upon adoption by the City Council.

INTRODUCED AND ADOPTED this 21st day of April 2014.

CITY OF NORTH PLAINS, OREGON

BY: _____
David Hatcher, Mayor

ATTEST:

BY: _____
Margaret L. Reh, Deputy City Recorder

Accounts Payable

Transactions by Account

User: mreh
 Printed: 04/15/2014 - 3:19PM
 Batch: 00000.00.0000

March Check Register: Auto Pays

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
110-000-200003	ING - State of OR Plan	TThurber Pay Date 3/14/14	03/19/2014	977	276.92	
		Vendor Subtotal for Section 2:000			276.92	
110-421-610224	CHEVRON	PD 2/6/14 - 3/6/14	03/19/2014	979	871.42	
		Vendor Subtotal for Section 2:421			871.42	
110-452-310000	CLEAN WATER SERVICES	JMCH 1/1/14 - 2/28/14	03/19/2014	969	261.24	
		Vendor Subtotal for Section 2:452			261.24	
110-452-310000	COMCAST	JMCH	03/19/2014	958	46.14	
		Vendor Subtotal for Section 2:452			46.14	
110-452-310000	NW NATURAL GAS CO.	JMCH 1/29/14 - 2/27/14	03/19/2014	967	279.84	
		Vendor Subtotal for Section 2:452			279.84	
110-452-310000	PORTLAND GENERAL ELECTRIC	JMCH 1/29/14 - 2/28/14	03/19/2014	961	94.89	
		Vendor Subtotal for Section 2:452			94.89	
110-455-310000	CLEAN WATER SERVICES	Library 1/1/14	03/19/2014	975	165.07	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
					165.07	
		Vendor Subtotal for Section 2:455			165.07	
110-455-310000	NW NATURAL GAS CO.	Library 1/29/14 - 2/27/14	03/19/2014	968	194.24	
					194.24	
		Vendor Subtotal for Section 2:455			194.24	
					2,189.76	
		Subtotal for Section 1: 110			2,189.76	
111-433-640000	PORTLAND GENERAL ELECTRIC	Street Lights 2/7/14 - 3/10/14	03/19/2014	962	1,754.49	
111-433-640000	PORTLAND GENERAL ELECTRIC	Street Lights 1/30/14 - 2/28/14	03/19/2014	957	15.17	
111-433-640000	PORTLAND GENERAL ELECTRIC	Street Lights 1/30/14 - 2/27/14	03/19/2014	959	23.50	
111-433-640000	PORTLAND GENERAL ELECTRIC	Street Lights 1/30/14 - 2/28/14	03/19/2014	954	15.17	
					1,808.33	
		Vendor Subtotal for Section 2:433			1,808.33	
					1,808.33	
		Subtotal for Section 1: 111			1,808.33	
210-433-310000	CLEAN WATER SERVICES	Pump House 1/1/14 - 2/28/14	03/19/2014	974	25.00	
					25.00	
		Vendor Subtotal for Section 2:433			25.00	
210-433-310000	NW NATURAL GAS CO.	Pump House 1/29/14 - 2/28/14	03/19/2014	964	26.64	
					26.64	
		Vendor Subtotal for Section 2:433			26.64	
210-433-310000	PORTLAND GENERAL ELECTRIC	Water 1/30/14 - 2/27/14	03/19/2014	956	15.62	
210-433-310000	PORTLAND GENERAL ELECTRIC	Pump House 1/30/14 - 2/28/14	03/19/2014	960	657.12	
					672.74	
		Vendor Subtotal for Section 2:433			672.74	
210-433-610600	CITY OF HILLSBORO (Utility Bill)	Wholesale JWC Usage 1/31/14-2/28/1	03/19/2014	952	6,956.88	
					6,956.88	
		Vendor Subtotal for Section 2:433			6,956.88	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
					Subtotal for Section 1: 210	7,681.26
610-000-200001	ASIFlex - Ck	Pay Date 3/14/2014	03/19/2014	976	228.25	
					Vendor Subtotal for Section 2:000	228.25
610-411-300103	DICK THOMPSON BAND	Band for 3/22/14 Dance	03/19/2014	980	300.00	
					Vendor Subtotal for Section 2:411	300.00
610-415-330000	ADP, INC.	Processing Chrg for Pd Ending 02/23/	03/19/2014	951	204.80	
610-415-330000	ADP, INC.	Processing Chrgs for Pd Ending 3/9/14	03/19/2014	950	179.35	
					Vendor Subtotal for Section 2:415	384.15
610-419-310000	CLEAN WATER SERVICES	City Hall 1/1/14 - 2/28/14	03/19/2014	970	173.74	
610-419-310000	CLEAN WATER SERVICES	Kaybern 1/1/14 - 2/28/14	03/19/2014	971	21.25	
610-419-310000	CLEAN WATER SERVICES	Kaybern 1/1/14 - 2/28/14	03/19/2014	972	7.50	
610-419-310000	CLEAN WATER SERVICES	Yellow House 1/1/14 - 2/28/14	03/19/2014	973	89.42	
					Vendor Subtotal for Section 2:419	291.91
610-419-310000	NW NATURAL GAS CO.	Yellow House 1/29/14 - 2/28/14	03/19/2014	965	97.47	
610-419-310000	NW NATURAL GAS CO.	City Hall 1/29/14 - 2/28/14	03/19/2014	966	146.22	
					Vendor Subtotal for Section 2:419	243.69
610-419-310000	PORTLAND GENERAL ELECTRIC	Yellow House 1/30/14 - 2/28/14	03/19/2014	963	44.10	
610-419-310000	PORTLAND GENERAL ELECTRIC	City Hall 1/30/14 - 2/28/14	03/19/2014	955	312.79	
					Vendor Subtotal for Section 2:419	356.89

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
610-433-310000	PORTLAND GENERAL ELECTRIC	Public Works 1/30/14 - 2/28/14	03/19/2014	953	118.32	
		Vendor Subtotal for Section 2:433			118.32	
610-433-610224	CHEVRON	PW 2/6/14 - 3/5/14	03/19/2014	978	11.88	
		Vendor Subtotal for Section 2:433			11.88	
		Subtotal for Section 1: 610			1,935.09	
		Report Total:			13,614.44	

Accounts Payable

Transactions by Account

User: mre
 Printed: 04/15/2014 - 3:17PM
 Batch: 00000.00.0000

March Check Register: Manual Checks

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
110-000-000001	Petty Cash	Cash Bank for 3/22/14 Dance	03/12/2014	21892	100.00	
		Vendor Subtotal for Section 2:000			100.00	
110-000-100000	Petty Cash	Band for 3/22/14 Dance	03/12/2014	21892	300.00	
		Vendor Subtotal for Section 2:000			300.00	
110-000-200000	DR HORTON	ROW Bond Refund Lots 5-10,18,19,2	03/12/2014	21894	2,500.00	
		Vendor Subtotal for Section 2:000			2,500.00	
110-000-200000	CINDY HUTCHINSON	JMCH SECURITY DEPOSIT REFUI	03/12/2014	21897	300.00	
		Vendor Subtotal for Section 2:000			300.00	
110-000-440000	CIS TRUST	Audit Invoice CREDIT	12/30/2013	21919	-4,985.23	
		Vendor Subtotal for Section 2:000			-4,985.23	
110-421-207000	OR. DEPT. OF REVENUE- Fines	Feb 14	03/05/2014	21883	130.00	
		Vendor Subtotal for Section 2:421			130.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
110-421-207000	WA. CTY - FINANCE (court)	FEB 2014	03/05/2014	21890	56.00	
		Vendor Subtotal for Section 2:421			56.00	
110-421-300000	VISA/ CARDMEMBER SERVICE	Aramark DPSST Debit Adj	03/05/2014	21944	5.75	
110-421-300000	VISA/ CARDMEMBER SERVICE	Seaside Factory Outlet Debit Adj	03/05/2014	21944	20.00	
		Vendor Subtotal for Section 2:421			25.75	
110-421-330000	CITY OF HILLSBORO / Police Dep	PPDS through Hillsboro PD	03/05/2014	21869	3,090.00	
		Vendor Subtotal for Section 2:421			3,090.00	
110-421-330000	USA MOBILITY	TThurber 3/1/14 - 5/31/14	03/12/2014	21909	25.93	
		Vendor Subtotal for Section 2:421			25.93	
110-421-330000	VERIZON WIRELESS	PD 2/08 - 3/07	03/19/2014	21933	113.52	
110-421-330000	VERIZON WIRELESS	PD 02/07/14 - 3/06/14	03/19/2014	21933	243.10	
		Vendor Subtotal for Section 2:421			356.62	
110-421-330912	WCCCA	4th Quarter Dispatch Fees	03/05/2014	21945	3,015.00	
		Vendor Subtotal for Section 2:421			3,015.00	
110-421-340000	DAILEY'S GOODYEAR AUTO & T	Tire Repair	03/12/2014	21893	14.50	
110-421-340000	DAILEY'S GOODYEAR AUTO & T	R/R Frt WBearg Hub & R/R Rear Axle	03/12/2014	21893	1,154.02	
		Vendor Subtotal for Section 2:421			1,168.52	
110-421-350000	T-MOBILE	1/21/14 - 2/20/14	03/05/2014	21889	30.86	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
					30.86	
		Vendor Subtotal for Section 2:421				
110-421-610000	COASTWIDE LABORATORIES	TT & Liners	02/19/2014	21870	244.26	
		Vendor Subtotal for Section 2:421			244.26	
110-421-610000	VISA/ CARDMEMBER SERVICE	Office Depot	03/05/2014	21944	10.75	
110-421-610000	VISA/ CARDMEMBER SERVICE	Willamette Valley Arms	03/05/2014	21944	23.00	
		Vendor Subtotal for Section 2:421			33.75	
110-452-310000	PORTLAND GENERAL ELECTRIC	Chamber 1/30/14 - 2/28/14	03/12/2014	21905	16.04	
		Vendor Subtotal for Section 2:452			16.04	
110-452-340000	PORTLAND GENERAL ELECTRIC	314th/Kaybern 1/29 - 2/28	03/12/2014	21905	14.63	
110-452-340000	PORTLAND GENERAL ELECTRIC	JMCH 1/29 - 2/28	03/12/2014	21905	14.63	
		Vendor Subtotal for Section 2:452			29.26	
110-452-340000	RON-JONS UNLIMITED, INC.	2 - Service Standard Toilets	03/05/2014	21906	166.00	
		Vendor Subtotal for Section 2:452			166.00	
110-455-310000	PORTLAND GENERAL ELECTRIC	Library 1/29/14 - 2/28/14	03/12/2014	21905	391.30	
		Vendor Subtotal for Section 2:455			391.30	
110-455-330000	TYCO INTEGRATED SECURITY	Library 04/01/14 - 06/30/14	03/19/2014	21912	208.59	
		Vendor Subtotal for Section 2:455			208.59	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
110-455-330000	UNIQUE MANAGEMENT SER., IT	02-12 Placements	03/19/2014	21932	8.95	
		Vendor Subtotal for Section 2:455			8.95	
110-455-330000	VISA/ CARDMEMBER SERVICE	Vertical Response	03/05/2014	21910	11.47	
		Vendor Subtotal for Section 2:455			11.47	
110-455-340000	CANON SOLUTIONS AMERICA	Copier Maintenance/Usage Charge	03/12/2014	21918	132.71	
		Vendor Subtotal for Section 2:455			132.71	
110-455-340000	DeLAGE LANDEN	Contract5 2/15/14 - 3/14/14	03/05/2014	21874	137.00	
		Vendor Subtotal for Section 2:455			137.00	
110-455-610000	BRODIE, DEBRA	REIMBURSEMENT	03/24/2014	21935	3.98	
		Vendor Subtotal for Section 2:455			3.98	
110-455-610000	DEMCO, INC.	Supplies	03/19/2014	21920	205.98	
		Vendor Subtotal for Section 2:455			205.98	
110-455-610000	EMERGENCY MEDICAL PRODUCTS	Infant/Child Smart Pads Cartridge for	03/12/2014	21895	96.45	
110-455-610000	EMERGENCY MEDICAL PRODUCTS	Philips Adult Smart Pads Cartidge for	03/12/2014	21895	62.25	
		Vendor Subtotal for Section 2:455			158.70	
110-455-610000	FUITEN, HEIDI	REIMBURSEMENT - Poster, foam cc	03/05/2014	21875	13.34	
		Vendor Subtotal for Section 2:455			13.34	
110-455-610000	LARISSA HAMMOND	REIMBURSEMENT - Paint, brushes,	03/05/2014	21877	36.66	
110-455-610000	LARISSA HAMMOND	REIMBURSEMENT - Art Hanging	03/05/2014	21877	3.49	
110-455-610000	LARISSA HAMMOND	REIMBURSEMENT - Bkdrop ppr, gil	03/19/2014	21924	58.42	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Vendor Subtotal for Section 2:455					98.57	
110-455-610000	VISA/ CARDMEMBER SERVICE	Postage	03/05/2014	21910	7.68	
110-455-610000	VISA/ CARDMEMBER SERVICE	Postage	03/05/2014	21910	3.02	
110-455-610000	VISA/ CARDMEMBER SERVICE	Direct Checks Unlimited	03/05/2014	21910	10.90	
110-455-610000	VISA/ CARDMEMBER SERVICE	Postage	03/05/2014	21910	2.56	
110-455-610000	VISA/ CARDMEMBER SERVICE	Postage	03/05/2014	21910	6.98	
Vendor Subtotal for Section 2:455					31.14	
110-455-640000	BRODIE, DEBRA	REIMBURSEMENT	03/24/2014	21935	10.00	
Vendor Subtotal for Section 2:455					10.00	
110-455-640000	INGRAM LIBRARY SERVICES	Library Materials	03/05/2014	21876	16.24	
110-455-640000	INGRAM LIBRARY SERVICES	Library Materials	03/05/2014	21876	66.15	
110-455-640000	INGRAM LIBRARY SERVICES	Library Materials CREDIT	03/05/2014	21876	-18.67	
110-455-640000	INGRAM LIBRARY SERVICES	Library Materials	03/12/2014	21898	43.24	
110-455-640000	INGRAM LIBRARY SERVICES	Library Materials	03/12/2014	21898	174.70	
110-455-640000	INGRAM LIBRARY SERVICES	Library Materials	03/19/2014	21922	227.18	
110-455-640000	INGRAM LIBRARY SERVICES	Library Materials	03/19/2014	21922	64.46	
110-455-640000	INGRAM LIBRARY SERVICES	Library Materials	03/19/2014	21922	41.45	
110-455-640000	INGRAM LIBRARY SERVICES	Library Materials	03/19/2014	21922	500.85	
110-455-640000	INGRAM LIBRARY SERVICES	Library Materials	03/26/2014	21938	76.22	
110-455-640000	INGRAM LIBRARY SERVICES	Library Materials	03/26/2014	21938	22.75	
Vendor Subtotal for Section 2:455					1,214.57	
110-455-640000	OREGONIAN	14 weeks to 6/26	03/19/2014	21925	70.00	
Vendor Subtotal for Section 2:455					70.00	
110-455-640000	VISA/ CARDMEMBER SERVICE	Amazon	03/05/2014	21910	59.97	
110-455-640000	VISA/ CARDMEMBER SERVICE	Amazon	03/05/2014	21910	108.61	
110-455-640000	VISA/ CARDMEMBER SERVICE	Amazon	03/05/2014	21910	11.00	
110-455-640000	VISA/ CARDMEMBER SERVICE	Amazon	03/05/2014	21910	17.96	
110-455-640000	VISA/ CARDMEMBER SERVICE	Amazon	03/05/2014	21910	16.98	
110-455-640000	VISA/ CARDMEMBER SERVICE	Amazon	03/05/2014	21910	39.98	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
					254.50	
		Vendor Subtotal for Section 2:455			254.50	
110-465-360000	COMMUNITY NEWSPAPER/POR	Sup Budget Pub Hearing 2/21	03/05/2014	21872	405.00	
		Vendor Subtotal for Section 2:465			405.00	
					9,958.56	
		Subtotal for Section 1: 110			9,958.56	
111-000-431110	MURRAY, SMITH & ASSOCIATES		03/24/2014	21940	412.93	
		Vendor Subtotal for Section 2:000			412.93	
111-433-610000	EMERGENCY MEDICAL PRODU	Physio-Control Adult Quick Combo E	03/12/2014	21895	39.95	
		Vendor Subtotal for Section 2:433			39.95	
111-433-770101	SUBCOM EXCAVATION & UTILI	Retainage	03/12/2014	21908	25,593.14	
111-433-770101	SUBCOM EXCAVATION & UTILI	Retainage May-June 2013	01/08/2014	21908	11,585.27	
111-433-770101	SUBCOM EXCAVATION & UTILI	Retainage May-June 2013	01/08/2014	21908	7,899.12	
		Vendor Subtotal for Section 2:433			45,077.53	
					45,530.41	
		Subtotal for Section 1: 111			45,530.41	
113-463-610000	JENNIFER KNOWLES	REIMBURSEMENT - Mileage	03/19/2014	21923	27.44	
113-463-610000	JENNIFER KNOWLES	REIMBURSEMENT - Food	03/19/2014	21923	56.40	
113-463-610000	JENNIFER KNOWLES	REIMBURSEMENT - Supplies	03/19/2014	21923	29.36	
		Vendor Subtotal for Section 2:463			113.20	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
					Subtotal for Section 1: 113	113.20
131-452-770000	DR HORTON	FINAL REFUND on Parks SDCs	03/12/2014	21894	7,000.00	
					Vendor Subtotal for Section 2:452	7,000.00
					Subtotal for Section 1: 131	7,000.00
210-000-555555	LINDA HEDLUND	Refund check	03/19/2014	21927	29.95	
					Vendor Subtotal for Section 2:000	29.95
210-000-555555	DR HORTON	Refund check	03/19/2014	21928	73.33	
					Vendor Subtotal for Section 2:000	73.33
210-000-555555	DR HORTON	Refund check	03/19/2014	21929	37.16	
					Vendor Subtotal for Section 2:000	37.16
210-000-555555	DR HORTON	Refund check	03/19/2014	21930	15.61	
					Vendor Subtotal for Section 2:000	15.61
210-000-555555	DR HORTON	Refund check	03/19/2014	21931	33.56	
					Vendor Subtotal for Section 2:000	33.56
210-433-330000	ALEXIN ANALYTICAL LABORAT		03/24/2014	21934	58.00	
					Vendor Subtotal for Section 2:433	58.00
210-433-610000	FERGUSON ENTERPRISES, INC.	Sgl Strp Sdl, SS Rep Clmp, etc	03/12/2014	21896	330.81	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Section 2:433			330.81	
210-433-610000	NEW RESOURCES GROUP	NP Dye Tab on a card	03/05/2014	21879	415.52	
		Vendor Subtotal for Section 2:433			415.52	
		Subtotal for Section 1: 210			993.94	
610-000-200002	AFLAC	APRIL Premiums	03/19/2014	21913	243.09	
		Vendor Subtotal for Section 2:000			243.09	
610-411-300000	PNWBA	BBQ Judging Train'g for JKnowles for	03/05/2014	21884	60.00	
		Vendor Subtotal for Section 2:411			60.00	
610-411-300000	VISA/ CARDMEMBER SERVICE	OBOC - Facebook	03/05/2014	21910	9.81	
		Vendor Subtotal for Section 2:411			9.81	
610-411-300100	DeBRY, MARTHA	SWEETHEART DANCE Reimburser	03/05/2014	21873	56.15	
		Vendor Subtotal for Section 2:411			56.15	
610-411-300101	VISA/ CARDMEMBER SERVICE	4th of July -EIG iPage	03/05/2014	21910	35.88	
610-411-300101	VISA/ CARDMEMBER SERVICE	Fourth of July 2014/15	03/05/2014	21910	16.18	
		Vendor Subtotal for Section 2:411			52.06	
610-411-300103	Petty Cash	SWEETHEART DANCE	03/05/2014	21868	375.75	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
					375.75	
	Vendor Subtotal for Section 2:411					
610-411-300103	NP ELEMENTARY SCHOOL	Cash Revenue	03/26/2014	21941	486.00	
610-411-300103	NP ELEMENTARY SCHOOL	City Matching Funds	03/26/2014	21941	536.00	
					1,022.00	
	Vendor Subtotal for Section 2:411					
610-411-300103	VISA/ CARDMEMBER SERVICE	Geraldi's	03/12/2014	21910	36.00	
610-411-300103	VISA/ CARDMEMBER SERVICE	Dance - Dollartree	03/05/2014	21910	14.00	
610-411-300103	VISA/ CARDMEMBER SERVICE	Dance - Facebk Ktey	03/05/2014	21910	10.99	
					60.99	
	Vendor Subtotal for Section 2:411					
610-412-330000	BEERY, ELSNER & HAMMOND, I	CC Hearing advice	03/19/2014	21917	1,209.66	
610-412-330000	BEERY, ELSNER & HAMMOND, I	Speight Nuisance Abatement	03/19/2014	21917	819.42	
					2,029.08	
	Vendor Subtotal for Section 2:412					
610-413-300000	OEDA Spring Conference	JKnowles - Spring Conference	03/26/2014	21942	75.00	
					75.00	
	Vendor Subtotal for Section 2:413					
610-413-300000	OREGON STATE POLICE	Fingerprints - Acosta-Godinez	03/12/2014	21903	33.00	
					33.00	
	Vendor Subtotal for Section 2:413					
610-415-330000	MOONLIGHT BPO	Double Payment for AUGUST Newsle	03/12/2014	21899	-577.50	
610-415-330000	MOONLIGHT BPO	MARCH Newsletter	03/05/2014	21899	488.40	
610-415-330000	MOONLIGHT BPO	MARCH Statement Processing	03/05/2014	21899	126.67	
610-415-330000	MOONLIGHT BPO	MARCH Postage	03/05/2014	21899	327.67	
					365.24	
	Vendor Subtotal for Section 2:415					
610-419-310000	TYCO INTEGRATED SECURITY	City Hall 4/1/14 - 4/30/14	03/19/2014	21912	213.36	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Section 2:419			213.36	
610-419-310000	XO COMMUNICATIONS	City Hall - 02/18/14 - 03/17/14	03/05/2014	21891	591.31	
		Vendor Subtotal for Section 2:419			591.31	
610-419-330000	OREGON ECONOMIC DEVELOP	JENNIFER KNOWLES request	03/05/2014	21882	250.00	
		Vendor Subtotal for Section 2:419			250.00	
610-419-330000	VISA/ CARDMEMBER SERVICE	Bonnie Hays Donation	03/12/2014	21910	50.00	
		Vendor Subtotal for Section 2:419			50.00	
610-419-340000	ONE CALL CONCEPTS, INC.	February Oregon Utility Notification C	03/12/2014	21902	80.52	
		Vendor Subtotal for Section 2:419			80.52	
610-419-340000	PACIFIC OFFICE AUTOMATION	Contract Payment 2/15/14 - 3/14/14	02/26/2014	21885	770.00	
		Vendor Subtotal for Section 2:419			770.00	
610-419-340000	SERVICE AMERICA COMMERCL	MARCH Janitorial Service - City Hall	03/05/2014	21926	195.00	
610-419-340000	SERVICE AMERICA COMMERCL	MARCH Janitorial Service - Library	03/05/2014	21926	175.00	
		Vendor Subtotal for Section 2:419			370.00	
610-419-340000	SHERWIN-WILLIAMS CO.	Paint for Front Office - 7 gallons	03/05/2014	21886	239.38	
610-419-340000	SHERWIN-WILLIAMS CO.	Paint for Office	03/12/2014	21907	239.38	
		Vendor Subtotal for Section 2:419			478.76	
610-419-340000	TEMP CONTROL MECHANICAL	Contract 03/01/14 - 03/31/14	03/05/2014	21888	309.00	
		Vendor Subtotal for Section 2:419			309.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
610-419-340000	VISA/ CARDMEMBER SERVICE	Lowes	03/05/2014	21910	146.76	
610-419-340000	VISA/ CARDMEMBER SERVICE	Alliance Plastics	03/05/2014	21910	35.33	
610-419-340000	VISA/ CARDMEMBER SERVICE	Lowes	03/05/2014	21910	44.81	
		Vendor Subtotal for Section 2:419			226.90	
610-419-350000	IIMC	MReh Membership	03/19/2014	21921	145.00	
		Vendor Subtotal for Section 2:419			145.00	
610-419-350000	LEAGUE OF OREGON CITIES	Ad for Utility Worrker I/II	03/26/2014	21939	20.00	
		Vendor Subtotal for Section 2:419			20.00	
610-419-350000	OAWU	Membership Renewal 2014-2015	03/12/2014	21900	307.50	
		Vendor Subtotal for Section 2:419			307.50	
610-419-610000	Petty Cash	batteries	03/05/2014	21868	3.99	
		Vendor Subtotal for Section 2:419			3.99	
610-419-610000	AWARD SPECIALITIES	Larry Gonzales - Name Badge, Name	03/19/2014	21916	19.00	
		Vendor Subtotal for Section 2:419			19.00	
610-419-610000	OR. COFFEE ROASTER, INC.	5# Coffee	03/05/2014	21881	37.50	
610-419-610000	OR. COFFEE ROASTER, INC.	5# Coffee	03/12/2014	21901	37.50	
		Vendor Subtotal for Section 2:419			75.00	
610-419-610000	PACIFIC OFFICE AUTOMATION	Quarterly Copies 11/30/13 - 2/28/14	03/12/2014	21904	13.73	
		Vendor Subtotal for Section 2:419			13.73	
610-419-610000	VISA/ CARDMEMBER SERVICE	Home Depot	03/05/2014	21910	17.36	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
610-419-610000	VISA/ CARDMEMBER SERVICE	Harbor Freight	03/05/2014	21910	26.93	
610-419-610000	VISA/ CARDMEMBER SERVICE	PO	03/05/2014	21910	6.49	
610-419-610000	VISA/ CARDMEMBER SERVICE	Lowes	03/05/2014	21910	29.08	
610-419-610000	VISA/ CARDMEMBER SERVICE	Harbor Freight	03/05/2014	21910	51.96	
610-419-610000	VISA/ CARDMEMBER SERVICE	Office Desktop - Amazon	03/05/2014	21910	341.25	
610-419-610000	VISA/ CARDMEMBER SERVICE	Office Furniture - Home Depot	03/05/2014	21910	8.48	
610-419-610000	VISA/ CARDMEMBER SERVICE	USPS - NMCS	03/05/2014	21910	1,130.75	
		Vendor Subtotal for Section 2:419			1,612.30	
610-419-621000	ASIFlex - Ck	Admin Fees for Pd beginning 02/01/14	03/19/2014	21914	26.25	
		Vendor Subtotal for Section 2:419			26.25	
610-419-621002	CIS TRUST	Workers' Comp 2013-14 Renewal Pay	07/31/2013	21919	3,881.17	
610-419-621002	CIS TRUST	Workers' Comp 2013-14 Renewal Pay	07/31/2013	21919	3,881.16	
		Vendor Subtotal for Section 2:419			7,762.33	
610-433-310000	AT&T WIRELESS SERVICE	PW 2/6/14 - 3/5/14	03/19/2014	21915	32.62	
		Vendor Subtotal for Section 2:433			32.62	
610-433-340000	METRO NEW HOLLAND	Parts and Service	03/05/2014	21878	79.66	
		Vendor Subtotal for Section 2:433			79.66	
610-433-610000	FLINT TRADING, INC.	4" Yellow Line	03/26/2014	21936	265.86	
		Vendor Subtotal for Section 2:433			265.86	
610-433-610000	HD SUPPLY WATERWORKS LTD.	Soft Copper Tubing	03/19/2014	21937	549.60	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
					549.60	
		Vendor Subtotal for Section 2:433			549.60	
610-433-610000	TRAFFIC SAFETY SUPPLY CO., I	24x24 B/Y Hip .080 Alum	03/19/2014	21943	24.00	
					24.00	
		Vendor Subtotal for Section 2:433			24.00	
610-433-610000	WSR WESTSIDE ROCK	3/4" minus	03/12/2014	21911	451.44	
					451.44	
		Vendor Subtotal for Section 2:433			451.44	
610-433-610224	SUNSHINE INC.	February Fuel	03/05/2014	21887	879.18	
610-433-610224	SUNSHINE INC.	February Fuel	03/05/2014	21887	-8.80	
					870.38	
		Vendor Subtotal for Section 2:433			870.38	
					19,980.68	
		Subtotal for Section 1: 610			19,980.68	
					83,576.79	
		Report Total:			83,576.79	



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: April 17, 2014
To: City Council
From: Martha DeBry, City Manager
Subject: Second Reading and Adoption of Ordinance No. 422 Temporarily Prohibiting the Location of Medical Marijuana Facilities within the City of North Plains

Request: Council to consider and adopt Ordinance No. 422 – An Ordinance of the City Council of the City of North Plains, Oregon, temporarily prohibiting the location of medical marijuana facilities within the City of North Plains. First reading by title only took place on 04/07/14.

Background: State law recently enacted allows medical marijuana facilities to be located in areas zoned as for commercial, industrial or mixed use. Key provisions in State law are:

- No dispensary may open or operate within 1,000 feet of a primary or secondary school
- No dispensary may open or operate within 1,000 feet of another dispensary. *Applications for competing locations will be processed on a first-come, first-served basis*
- Dispensaries must be located only in areas zoned commercial, industrial or agriculture.
- All medical marijuana distributed through dispensaries must be tested for pesticides, mold and mildew, and may not be distributed if contaminants are found
- There must be a strong security system in place
- All product brought into and dispensed from the facility must be accounted for
- The Oregon Health Authority will visit and inspect each dispensary and audit its financial records at least once a year

For North Plains, the 1,000 feet of a primary school extends to the west and north of Main and Hillcrest, and west and north of 318th and Commercial.

The law also prohibits location within 1,000 feet of schools classified as “Career – private, proprietary, professional, technical, business or other schools of instruction, organizations or persons offering any instruction or training for the purpose or purported purpose of instruction, training or preparing persons for any profession at a physical location attended primarily by minors.” If the City can define pre-schools or Montessori schools as career school then technically no place on Commercial Street and most of Glencoe are prohibited from hosting dispensaries. The remaining locations where dispensaries can be located are industrial areas to the west of 318th/320th and south of Commercial or north of West Union.



Many local agencies are struggling with interpreting this new rule, and incorporating it into existing zoning ordinances. At present it is not an outright permitted use within the City, but would have to be considered as a conditional use. Twenty one (21) Oregon Cities (including Cave Junction, Clatskanie, Culver, Dallas, Fairview, Falls City, Grants Pass, Gresham, Harrisburg, Hermiston, John Day, Madras, Medford, Redmond, Sandy, Scappoose, Stayton, Toledo, Wilsonville, Winston and Wood Village) have implemented rules that effectively ban medical marijuana dispensaries, and another fourteen (14) have implemented moratoriums including Baker City, Beaverton, Coos Bay, Cornelius,

Dayton, Florence, Gladstone, Hillsboro, Milwaukie, North Bend, Phoenix, Tualatin, Tigard and Sherwood.

Under Senate Bill 1531 local governments have until May 1, 2014 to enact a moratorium, which must expire by May 1, 2015.

The City of Hillsboro recently adopted an ordinance similar to the draft Ordinance included in the Council packet. This version provides a moratorium for 240 days versus 120 days. If adopted, the North Plains ordinance would need to be updated in the future.

In February, Washington County Law Enforcement Council, on which Police Chief Bill Snyder serves as Vice Chair, provided the following announcement:

"It is the position of the Washington County Law Enforcement Council (LEC) to oppose the establishment of Medical Marijuana Dispensaries within the city and county limits of Washington County. The possession, distribution, and manufacture of marijuana, although permissible under provisions of the Oregon Medical Marijuana Program (OMMP) and related statutes and rules, are a violation of Federal Law.

While the member agencies of LEC will consistently and fairly enforce established laws and ordinances of our communities, we believe the proliferation of marijuana use and availability outside the scope of the OMMP is a serious public health concern and has negative implications for the welfare of our community. We believe expanding the availability of marijuana, even under the auspices of the OMMP, will harm the general welfare of our community because of the significant potential to increase marijuana use among our youth, place a higher burden on emergency room care, drug treatment and other health care systems, increase marijuana-related exposure cases, and increase illegal interstate drug trafficking. Marijuana impairment doubles the risk of deadly traffic crashes and is a major causal factor in high school dropouts.

We believe medical marijuana dispensaries will have additional potential negative secondary effects on the community. These secondary effects include, but are not limited to the following: criminal activity, loitering, increased traffic, noise, litter, and a loss of trade for other businesses located nearby by interference. Local government control of land use and organized development helps promote local community values.

The member agencies of LEC have an ethical duty and statutory obligation to ensure the safety of our communities. Medical marijuana dispensaries are harmful to the surrounding community and its residents and constitute a public nuisance contrary to our community values which support Washington County as a safe place to live, work, and raise a family."

Mayor Hatcher suggested that this issue be presented to Council for consideration, as Washington County communities share a tradition of adopting rules that are supportive of each other. With six (6) cities already imposing moratoriums, it would be prudent for North Plains to align its policies with the neighboring agencies. The larger cities of Hillsboro, Tualatin and Sherwood are taking a lead in vetting policies and ordinances. Staff recommends that Council discuss its approach to the medical marijuana issue. Beaverton has already adopted both an ordinance and moratorium.

Helpful links that explain the State law in more detail are below:

State Statute: http://www.oregon.gov/osp/des/docs/med_mj_patient_info.pdf

Rules for dispensaries: <http://www.oregon.gov/oha/mmj/Pages/rules.aspx>

Dispensary registration:

http://www.oregonlive.com/politics/index.ssf/2014/03/medical_marijuana_in_oregon_nu.html

Status of regulations in other communities:

http://www.oregonlive.com/politics/index.ssf/2014/03/medical_marijuana_in_oregon_wh.html

Fiscal Impact: The ordinance will not have any direct fiscal impact on the City. At this time there are no dispensaries, or any requests to locate dispensaries in town. The City also has no special permits or taxes associated with marijuana dispensary.

Environmental Issues: NA

Recommendation: Council read Ordinance No. 422 temporarily prohibiting the location of medical marijuana facilities within the City of North Plains by title only for the second time and adopt the ordinance.

Sample Motion: I move to read Ordinance No. 422 by title only for the second time.

Mayor to read title: Ordinance No. 422: On Ordinance of the City of North Plains, Oregon, Temporarily Prohibiting the Location of Medical Marijuana Facilities within the City of North Plains.

Sample Motion: I move to adopt Ordinance No. 422

ORDINANCE NO. 422

AN ORDINANCE OF THE CITY OF NORTH PLAINS, OREGON, TEMPORARILY PROHIBITING THE LOCATION OF MEDICAL MARIJUANA FACILITIES WITHIN THE CITY OF NORTH PLAINS

WHEREAS, in the 2013 Special Session, the Oregon Legislature approved House Bill 3460 which creates a medical marijuana registration system and allows for medical marijuana facilities to be located in areas zoned for commercial, industrial, or mixed use; and

WHEREAS, House Bill 3460 also includes further specific restrictions on the location of medical marijuana facilities related to proximity to schools attended by minors and to other medical marijuana facilities; and

WHEREAS, this use and these restrictions are not currently included in North Plains Municipal Code; and

WHEREAS, the Planning Commission will shortly begin the process of amending the zoning ordinances to add zoning regulations for medical marijuana facilities, a process expected to take up to eight months, and

WHEREAS, the North Plains City Council believes that siting medical marijuana facilities within the City absent zoning regulations endangers the health, peace, and welfare of the City of North Plains.

NOW, THEREFORE, THE CITY OF NORTH PLAINS ORDAINS AS FOLLOWS:

Section 1. Effective with the adoption of this ordinance, no person shall site a medical marijuana facility (as described in House Bill 3460 of the 2013 Oregon Special Legislative Session) within the city limits of North Plains.

Section 2. The prohibition on siting of medical marijuana facilities shall be in effect until May 1, 2015 or the effective date of an adopted amendment to the Municipal Code establishing zoning regulations for such facilities, whichever occurs first.

Section 3. The City Manager is charged with enforcement of this temporary prohibition.

INTRODUCED on the 7th day of April 2014, **AND ADOPTED**
this 21st day of April 2014.

CITY OF NORTH PLAINS, OREGON

By: _____
David Hatcher, Mayor

ATTEST:

By: _____
Margaret L. Reh, Deputy City Recorder

May 2014 Council Calendar

<i>Meeting</i>	<i>Primary</i>	<i>Alternate</i>	<i>Note</i>	<i>Date</i>
City Wide Garage Sale			Saturday—all over North Plains	05/03
BBQ on the Porch			North Plains Senior Center 10:30-2:00	05/03
North Plains Community Garden Club Plant Sale			Jessie Mays Community Park 8:00-4:00	05/03
City Council			7:00 p.m. at Jessie Mays Community Hall	05/05
May Clean-Up Day			Jessie Mays at 8:00 a.m.	05/10
Spring Opening of the North Plains Community Garden			Commercial Street at the Community Gardens 1:00 p.m.	05/10
Mother's Day				05/11
Washington County Office of Community Development Policy Advisory Board	Kindel	Demagalski	2 nd Thursday @ 7 p.m.	05/08
Planning Commission	Newton		2 nd Wednesday @ 7 p.m.	05/14
Washington County Coordinating Committee (WCCC)	Hatcher	DeBry	2 nd Monday @ 12 noon	05/12
Library Board- (CANCELLED)	Warren		3 rd Wednesday @ 7 p.m.	05/21
City Council			7:00 p.m. at Jessie Mays Community Hall	05/19
Sandy River Rafting Trip			Advanced registration required. Taking off from Jessie Mays at 8:30 a.m.	05/24
Metro Policy Advisory Committee (MPAC)	Hatcher		4 th Wednesday @ 5 p.m.	05/28
Parks Board			4 th Wednesday @ 7 p.m.	05/28
Metropolitan Area Communications Commission (MACC)	Warren	Demagalski		