

**AGENDA**  
**Aurora City Council Meeting**  
Tuesday, April 09, 2013, at 7:00 P.M.  
City Council Chambers, Aurora City Hall  
21420 Main St. NE, Aurora, OR 97002

**1. Call to Order of the City Council Meeting**

**2. City Recorder Calls Roll**

**Mayor Taylor**  
**Councilor Graupp**  
**Councilor Brotherton**  
**Councilor Sahlin**  
**Councilor Vlcek**

**3. Consent Agenda**

- I. City Council Meeting Minutes – March 12, 2013
- II. Planning Commission Meeting Minutes – March 05, 2013
- III. Historic Review Board Minutes –February 2013

**Correspondence**

- I. **Letter from COG Invitation to develop two Statewide GIS Data sets.**
- II. **Information on Coastal Parkway and HB 2696 in conjunction/relation to the proposed North Marion Enterprise Zone.**
- III. **Letter of support from the Aurora Fire District in regards to the North Marion Enterprise zone.**

**4. Visitors**

Anyone wishing to address the City Council concerning items not already on the meeting agenda may do so in this section. No decision or action will be made, but the City Council could look into the matter and provide some response in the future.

**5. Discussion with Parks Committee**

- RFP Update by Councilor Sahlin

**6. Discussion with Traffic Safety Commission**

**7. Reports**

**A. Marion County Deputy Report – ( included in your packet)**

Aurora City Council Agenda

April 09, 2013

This is a public meeting and all interested citizens are invited to attend. The meeting place is not handicapped accessible; those needing assistance should contact the city Office three (3) working days before regularly scheduled meetings. The minutes of this and all public meetings are available at City Hall during regular business hours. All meetings are audio taped and may be video taped

- B. Finance Officer's Report – Financials** ( included in your packets)
- ❖ Discussion and or Action on Grove Mueller and Shank Proposed Cost for FY 2013/2014

1. Revenue & Expense Report
2. Appointment of Budget Officer

- C. Public Works Department's Report** – (NOT included in your packet)

1. Monthly Status Report (Storm Water)
2. Monthly Status Report (Water)

- A. **Waste Water Treatment Plant Update** (from Otis Phillips, (included in your packet)

- D. City Recorder's Report** (included in your packet)

- E. City Attorney's Report** – (not Included in your packet)

- **Rodger Eddy update and the next steps.**

## **8. Ordinances and Resolutions**

- A. Discussion and or Action on Ordinance Number 470 Adopting Franchise Agreement Extension with Portland General Electric.**
  - **Second reading**
- B. Discussion and or Action on Resolution Number 665 A Resolution Sponsoring An Enterprise Zone For The City of Aurora.**
- C. Discussion and or Action on Resolution 666 a Resolution extending the City of Aurora's workers' compensation coverage to volunteers of the City of Aurora.**
- D. Discussion and or Action on Resolution Number 667 for The Special City Allotment Grant 2014.**

## **9. New Business**

- A. Discussion and or Action on Possible Proposal of New Logo for Aurora.**
- B. Discussion and or Action on Lowering the Speed Limit to 20 Miles Per Hour on Liberty Street, Main Street and Ottaway Street.**

- C. **Discussion and or Action on IGA with Marion Area Multi-Agency Emergency Telecommunication Center (METCOM)**
- D. **Discussion and or Action on Upcoming Various Budgetary Items**

**10. Old Business**

- A. **Discussion and or Action on Police Vehicles**
- B. **Discussion and or Action on A Finalized Plan for Planting Strips on 99E and Various Locations Around Town.**

**11. Adjourn**

**Minutes**  
**Aurora City Council Meeting**  
Tuesday, March 12, 2013, at 7:00 P.M.  
City Council Chambers, Aurora City Hall  
21420 Main St. NE, Aurora, OR 97002

STAFF PRESENT: Mary Lambert, Administrative Assistant  
Jan Vlcek, Finance Officer  
Otis Phillips, Waste Water Superintendent

STAFF ABSENT: Kelly Richardson, City Recorder  
Bob Southard, Water Superintendent  
Pete Marcellais, Marion County Deputy

VISITORS PRESENT: Kris Sallee, Aurora  
Spud Sperb, Aurora  
Jim Fisher, Aurora  
Wendy Buck – Portland General Electric  
Annie Kirk, Aurora  
Bill Simon, Aurora

1. Call to Order of the City Council Meeting

The meeting was called to order by Mayor Greg Taylor at 7:00 p.m.

2. Administrative Assistant does roll call

Mayor Taylor – present  
Councilor Graupp - present  
Councilor Brotherton -absent  
Councilor Sahlin – present  
Councilor Vlcek - present

**3. Consent Agenda**

- I. City Council Meeting Minutes – February 12, 2013
- II. Planning Commission Meeting Minutes – February 05, 2013
- III. Historic Review Board Minutes –January 24, 2013

No comments on minutes

**Correspondence**

- I. League or Oregon Cities HB Summary**
- II. Land Use Bills**
- III. Marion County Board of Commissioners Invite to Business Meeting**
- IV. BHNS News letter House Summary on Health Care**

Motion to approve consent agenda was made by Councilor Vlcek, seconded by Councilor Graupp. Motion passes.

#### 4. **Visitors**

Anyone wishing to address the City Council concerning items not already on the meeting agenda may do so in this section. No decision or action will be made, but the City Council could look into the matter and provide some response in the future.

**Jim Fisher, 20960 Liberty St**, has questions on behalf of the American Legion. First, whose responsibility is it to prune trees up in the telephone lines? Mayor Taylor informs him he should contact CenturyTel as it is their phone lines the tree is growing into.

Mr. Fisher would also like to know what can be done in regards to the problem of water running down into the basement of the American Legion Hall when it rains. Third St has been paved higher than the sidewalk now, causing the problem. Mayor Taylor states that he and Public Works Superintendent Bob Southard have been looking into repaving and adding new sidewalks on 3<sup>rd</sup> St. Mr. Fisher asked what can be done in the interim, sand bags? Mayor Taylor replied that he will discuss this with Bob Southard and they may just work on fixing that area soon.

#### 5. **Discussion with Parks Committee**

Councilor Sahlin gave the report for the Parks Committee.

- Initial tree survey quote was more than \$2500 so will need to put out RFP. Councilor Graupp had mentioned someone at the Oregon State Extension Service may want to assist with the tree survey. Councilor Sahlin has been trying to contact him and will continue to do so. Councilor Sahlin also received follow up information for the work that Mike Bruno did on the tree survey some time ago. There was no formal report. Will have further discussion on that.
- Has water fountain been fixed? Mayor Taylor answered that he believes it was fixed but the water has been turned off until spring.
- Will water be plumbed to the Amphitheater before Memorial Day weekend? Mayor Taylor said yes, will probably plumb from the well house.
- He was asked to put together a drawing for a recycling center – Mayor Taylor would like to speak with him about that first.
- Will put together a proposal for laminated signs for the restrooms stating hours open and contact number.
- Putting together a flyer to distribute to people who live around the park asking them to call if they see something going on.
- Asked about the broken window on restroom – Mayor Taylor stated they are looking into having it repaired with something other than glass. Should be done soon. Only replacing this one window for now.
- Would like to see if Triple T can spray ball field for weeds this spring. This will be discussed when the contract renewal is discussed later in the meeting.

- Ball field needs new bases – would like to look into getting approval to make that purchase. Mayor Taylor asked about anyone to donate. Not at this time. Mayor Taylor also reiterated that Pryde may use the ball field free of charge; we just ask that they give us a schedule. Councilor Graupp asked if Pryde might contribute bases for the field. Councilor Sahlin stated he feels they do enough already.
- The committee is wondering if they can schedule a park cleanup. Mayor Taylor said he would like to wait until the play structure is repaired.

There were no further questions.

## 6. Discussion with Traffic Safety Commission

Commission has not been formed yet.

## 7. Reports

### A. Marion County Deputy Report –(included in your packet)

Deputy Sheriff Pete Marcellais was not in attendance.

- Mayor Taylor stated he had asked Deputy Marcellais for a report showing what is happening where and when. The report was a list of acronyms that he will need to get clarification on.
- We have had a lot of issues the last 60 days. A motion sensor camera has been installed at the park to try to identify who is doing damage there.
- Has been very aggressive and changed hours in response to night time activities in town.

There were no questions from council.

### B. Finance Officer's Report – Financials (not included in your packets)

Finance Officer Jan Vlcek read her report.

- Majority of estimates needed for budget are in. She is waiting for a response from Marion County Sheriff's Office regarding the police contract.
- Grove, Mueller and Swank will send proposal for next audit.
- Letters have been sent out for reimbursement of costs for our planner, attorney and engineer totaling \$5437.
- Spoke with Budget Committee member Byron Schreiver. He will not renew his 3 year term due to conflicts with the proposed meeting dates. Mayor Taylor asked City Attorney Koho to check if the vacancy needs to be posted and get back to him.
- Finance Officer Vlcek stated she would like to have the council appoint a Budget Officer for fiscal year 2013-2014 and have comments, questions, revisions, and approval of the Budget Committee calendar. Mayor Taylor stated he had asked the council to review the calendar that was received at the last meeting for any conflicts.

The 2013-2014 budget calendar was accepted by consensus of the council.

1. Revenue & Expense Report  
There was no discussion by council.
2. Appointment of Budget Officer
  - The duties of the Budget Officer include preparing the budget and budget message and getting the publishing notices in the paper.

Councilor Graupp makes a motion that Finance Officer Vlcek be the Budget Officer for fiscal year 2013-2014. The motion is seconded by Councilor Sahlin and is passed by a 3-1 vote with Councilor Vlcek opposed.

There were no more questions from the council.

**C. Public Works Department's Report – ( included in your packet)**

1. Monthly Status Report (Storm Water)
2. Monthly Status Report (Water)

Public Works Superintendent Bob Southard was not present to go over his reports. Mayor Taylor went over the reports.

- Water line repair on Ehlen Rd is finished and working well. Will be able to determine in 30 days if we have drastically reduced our water usage by eliminating the leaky pipe.
- Councilor Graupp asked if the water being plumbed to the amphitheatre is potable. Mayor Taylor replied, yes, it is potable, it is not filtered.
- The signs that had been taken down by vandals will be put back in place this week, reinforced.
- We are 3 weeks out on schedule for the playground equipment repair. Everything will be covered by our insurance.
- Question from Annie Kirk, 21370 Main St – is it correct that there is a camera at the park. Mayor Taylor confirmed it is up and aimed at the restroom area. It is activated by motion and takes photos. We hope to obtain a few more cameras.

There were no further questions.

3. Waste Water Treatment Plant Update from Otis Phillips (included in your packet)  
Waste Water Treatment Plant Supervisor Otis Phillips went over his report.
  - Everything looks good.
  - Just started the plant back up on Monday, discharging, will keep it running until the end of April. Capacity is good, water is running great.
  - Councilor Graupp asked if WWTPS Phillips had ordered the new irrigation motor – no, pricing it out. Will try to squeeze it in before the end of the fiscal year.

- WWTPS Phillips stated he had seen on the news where the North Marion School football team is doing odd jobs to raise money for new helmets and would like to consider offering them the job of cleaning up the field at the plant after Public Works Superintendent Southard completes the harvesting. Mayor Taylor replied he will contact them about this. Liability issue will be handled the same as with other volunteers, they will need to sign a waiver.

There were no further questions of WWTPS Phillips.

**D. City Recorder's Report** (not included in your packet)

Mayor Taylor reported that City Recorder Kelly Richardson is currently out for neck surgery for 3 weeks. She will be in contact via phone and email beginning next week. The office remains open with the two administrative assistants, Mary Lambert and Sophia Kuznetsov, covering.

No Questions from Council.

**E. City Attorney's Report** – (not Included in your packet)

- **Rodger Eddy update** City Attorney Koho has not heard from Mr. Eddy since he sent out the letter with the April 1, 2013 deadline for completion or substantial start of requirements. Time is approaching where the council may need to take action. Koho will have action options at the next meeting. Mayor Taylor stated that Mr. Eddy has been coming into City Hall with records requests. Koho does not believe he will find what he is looking for in the minutes. He is looking for an agreement with the police to guard his property. Council never agreed to this and this was confirmed with the previous city attorney.
- **Discussion on possible Saturday Market** Koho conferred with City Planner Renata Wakeley and they both conclude a temporary use is possible. Koho went over Wakeley's recommendations including a Certificate of Appropriateness from HRB, City Council authorizing the Mayor to sign a letter stating the city right of way may be used for this purpose, a business license application or waiver from City Council and some sort of site plan. Councilor Sahlin stated they will probably use the 2<sup>nd</sup> St location and offered to get a list of items needed to Mary Claire. Annie Kirk – Aurora, asked if there is anything relative to safety. Mayor Taylor replied that the site plan will be reviewed by Council and perhaps the fire department as well. Mayor Taylor asked Administrative Assistant Mary Lambert to contact the City of Canby asking how they regulate their Saturday Market and pass that information on to Councilor Sahlin.

There were no further questions for City Attorney Koho.

**8. Ordinances and Resolutions**

**A. Discussion and or Action on Ordinance 469** AN ORDINANCE PROVIDING FOR AN AMENDMENT TO THE CITY OF AURORA COMPREHENSIVE PLAN OF THAT CERTAIN PROPERTY OWNED BY ANTHONY AND GAYLE FIDANZO, WHICH IS WITHIN THE CITY'S URBAN GROWTH BOUNDARY AND ABUTS THE CORPORATE CITY LIMITS.

Mayor Taylor reads the ordinance by title only and asks for questions or discussion. There is none.

Councilor Graupp makes a motion to accept Ordinance 469 as read, Councilor Vlcek seconds the motion and it passes unanimously.

**B. Discussion and or Action on Resolution Number 664 Updating the current Planning and Zoning Fee Schedule.**

Councilor Vlcek asked if Aurora is in line with other cities regarding the fees.

Mayor Taylor responds the biggest change is how we handle independent contact with our contractors. It is now stated that there will be a deposit required and charges for contact not specifically outlined in our fee schedule. It is to keep our costs down. Mayor Taylor then reads Resolution Number 664 by title only.

Councilor Vlcek makes a motion to pass Resolution 664, Councilor Graupp seconds the motion and it passes unanimously.

**C. Discussion and or Action on Ordinance Number 470 Adopting Franchise Agreement Extension with Portland General Electric.**

This is the first reading and it is read by title only by Mayor Taylor. This item will be revisited at the next meeting.

**9. New Business**

**A. Discussion and or Action on PGE Franchise Agreement renewal**

Wendy Buck introduced herself as a representative for Portland General Electric. She stated PGE has had a long term relationship with Aurora. She has been happy to work with City Attorney Koho and City Recorder Richardson to renew the franchise agreement and will be happy to answer any questions.

Mayor Taylor stated this is a standard, yearly procedure.

Councilor Graupp asked Ms. Buck if PGE offers any renewable options that would lower the cost to the city, perhaps the city loaning land for solar panels. Ms Buck replied that they do have some such partnerships which would be totally separate from this franchise agreement. She will ask their solar department to send information to City Hall.

There were no more questions.

**B. Discussion and or Action on Renewal of Triple T contract for Park**

Mayor Taylor stated there are no changes to the contract and that he feels the work performed has been excellent.

Councilor Sahlin asked if we could include one weed spray application in March to the ball field in the contract. Mayor Taylor responded that with council's approval he will propose an addition to the contract of spraying the ball and clarified if there is an amended cost he has the council's authority to make that agreement. Council agreed.

Councilor Graupp makes a motion to accept the Triple T contract with an addendum to include one weed spray application to the city park ball field in March. The motion is seconded by Councilor Vlcek and passes unanimously.

**C. Discussion and or Action on joining the North Marion Enterprise Zone.**

The information received from Donald City Manager Heidi Blaine regarding the Designation of the North Marion Enterprise Zone included these main points:

- Enterprise Zones are small areas sponsored by one or more local governments to offer tax and other incentives for investments in non-retail businesses;
- The proposed zone would include areas in Aurora, Donald and Hubbard;
- Only new property is exempted, usually for three years but may be exempted longer under special circumstances;
- Primary beneficiaries are manufacturing and other more industrially oriented facilities;
- To qualify, the business must create new full-time employment of more than one job or a 10 percent increase.

Councilor Graupp stated this is a proposed resolution from COG that will be requiring a vote at the next meeting by each of the three cities involved. Cost will be a maximum 20 hours billed by COG split by the three cities. He volunteered to be the contact person for Aurora. Mayor Taylor stated he thinks this will be a good step in the right direction. Annie Kirk, 21370 Main St, stated this is very valuable information for the city to which Councilor Graupp replied that once it is approved he will put out a pamphlet.

There was no further discussion.

Councilor Sahlin asked if he might give a report on the Economic Development Committee. Mayor Taylor agreed. Councilor Sahlin reported they had their second meeting last week. They decided to meet on the third Thursday of each month. They focused on city appearance, an amendment to parking which was discussed at last week's planning meeting and Councilor Graupp has offered to put together informational pamphlets with information such as city ordinances and how to start a business in Aurora. Councilor Graupp then stated he needs a city logo. He would like something colorful. Mayor Taylor stated the city has always used the ox barn. Councilor Graupp mentioned he had asked the public works employees about the logo on their shirts. They did not remember where the work was done. City Hall will look into who may have the template.

There was no further discussion.

**10. Old Business**

**A. Discussion and or Action on the 99E Planter Strips.**

Mayor Taylor stated it was brought to the council's attention that the planter strips along Hwy 99E are in bad shape. He went to Triple T for a bid. The bid came back at \$1800 which the city cannot afford. A call for volunteers was then put out but it wasn't specific enough. We could have a cleanup day but then how do we maintain the areas? There were many suggestions on how to get this done through volunteers. Councilor Vlcek asked if the strips can go under the parks to which Mayor Taylor answered no; it would have to go under the street fund. Annie Kirk, Aurora, asked if she could look at the Triple T proposal and perhaps adjust the scope and look to other landscape contractors in the area. For example, Living Color donated time and material on the initial project. There was a question inquiring whose responsibility it is to maintain the strips, the property owner or the city. Mayor Taylor said there is no formal agreement with the property owners. He also opposes asking owners to maintain them because it was a city project. City Attorney Koho stated that a property owner can maintain that strip as they prefer. If the city wants the strips maintained a certain way then the city needs to take ownership. It was agreed that Councilor Vlcek, Annie Kirk and Spud Sperb, Aurora, will get together to look at options and proposals and bring it to Mayor Taylor as soon as possible. He is able to approve a date for volunteers or a low bid without council approval.

At the conclusion of this discussion, Councilor Sahlin asked that those that are on the I Love Aurora Facebook page would try to diffuse some of the negative comments. Annie Kirk replied it may be something for the newsletter, that we invite them to come to the council meetings. Mayor Taylor agreed. He will see about getting it into the next newsletter.

**11. Adjourn**

A motion to adjourn the March 12, 2013, meeting at 8:29 p.m. was made by Councilor Vlcek seconded by Councilor Graupp and passed unanimously.

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Greg Taylor, Mayor

ATTEST:

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Mary C. Lambert, Administrative Assistant

**Minutes**  
**Aurora Planning Commission Meeting/Work Session with City Council and HRB**  
Tuesday, March 05, 2013 at 7:00 P.M.  
Aurora Commons Room, Aurora City Hall  
21420 Main St. NE, Aurora, OR 97002

**STAFF PRESENT:** Kelly Richardson, City Recorder

**STAFF ABSENT:** Renata Wakeley, City Planner

**VISITORS PRESENT**

**1. Call to Order of Planning Commission Meeting**

The meeting was called to order by Planning Chair Joseph Schaefer at 7:05 p.m.

**2. City Recorder Did Roll Call**

Chairman, Schaefer - Present	Mayor Taylor, Present
Commissioner, Willman Present	Councilor Brotherton, Absent
Commissioner, Gibson Present	Councilor Sahlin, Present
Commissioner, Graham Present	Councilor Vlcek, Absent
Commissioner, Fawcett Present	Councilor Graupp, Present
Commissioner, Sallee Present	

**3. Consent Agenda**

**Minutes**

- I. Aurora Planning Commission Meeting –February 05, 2013
- II. HRB Minutes – January 24, 2013
- III. City Council – January 08 , 2013

**Correspondence**

- I. **SHPO Information on Historic Preservation District (Only provided in electronic Version and one on display)**

**A motion is made by Commissioner Sallee to accept the consent agenda as is and seconded by Commissioner Fawcett. Motion passes unanimously.**

**4. Visitor**

Anyone wishing to address the Planning Commission concerning items not already on the meeting agenda may do so in this section. No decision or action will be made, but the Planning Commission could look into the matter and provide some response in the future.

## 5. New Business

## 6. Old Business

### A.

**Review of Title 17 Revisions, Revision February 8<sup>th</sup> as attached.**

- **Work session with City Council to discuss proposed changes and get direction if needed.** , Chairman Schaeffer goes over all of his changes and presents it to the entire group.

#### **Main Discussion Points:**

- Houses, sloped roof, vertical windows, single garage, open front doors, horizontal lap siding...
- Colony Post, contributing and non-contributing 1921
- Type I permits (Administrative approval or Staff), roofing, landscaping under (2500), paint
- Entire Group went over the draft page by page and discussed various sections which will reflect in the next revision.
- PG 401 concern (imitation stone)
- Pg 405 question in regards to authority to withhold permit.
- Pg 407 questions about infrastructure concerns
- Pg 409 define Planning Director
- Pg 419 LED signs had a lot of discussion
- Pg 421 few points brought up A2, C1, E1 by Councilor Sahlin
- Pg 432 outdoor display, should be in front of establishment
- Pg 434 was discussed briefly
- Pg 437 Fences, Awning should be defined, Porches houses need one.
- Pg 438 doors were discussed
- Pg 439 discussion is that we cannot limit solar updates.
- Pg 440 and pg 441 had a few comments about logistics

#### Next Steps as discussed

- Chairman Schaefer will do draft for discussion at April Meeting
- Chairman Schaefer states that he thinks it time to start the State process and noticing requirements.
- Consensus of the group is to do away with parking restrictions as discussed.

7. **Commission Action/Discussion**

- A. City Planning Activity (in Your Packets)  
Status of Development Projects within the City.

9. **Adjourn 9:16 P.M.**

**A motion to adjourn the March 05, 2013 meeting is made by Commissioner Willman and seconded by Commissioner Fawcett. Motion Passes Unanimously.**



\_\_\_\_\_  
Chairman, Schaefer

**ATTEST:**



\_\_\_\_\_  
Kelly Richardson, City Recorder

**HISTORIC REVIEW BOARD MINUTES  
21420 MAIN ST. NE, AURORA OR 97002  
February 28 2013**

**Staff Members Present:** Sophia Kuznetsov, Administrative Assistant

**Others Present:** None

The meeting of February 28, 2013 was called to order at 7:00 p.m. by Chairman Townsend.

**Administrative Assistant takes Roll Call**

Chairman Karen Townsend – Present  
Vice-Chair Gayle Abernathy –Present  
Member Bill Simon – Present  
Member Merrra Frochen – present  
Member Mella Dee Fraser – Present

**CONSENT AGENDA**

A motion to approve the HRB minutes of January 24 2013, with corrections, was made by Mella Dee Fraser, seconded by Bill Simon and passed unanimously.

**CORRESPONDENCE**

**A. 2/22/2013 Email from Chairman Karen Townsend**

- The email was to inform the members that there will be a joint workshop meeting with the Planning Commission on March 5<sup>th</sup>2013.

**VISITORS**

Bill Graupp	Aurora	City Council Member
Joseph Schaefer	Aurora	Planning Commission Chair
Gordon & Sheryl Foster	Aurora	21517 Hwy 99E
Nancy Kliewer	Aurora	21517 Hwy 99E
Jeanie Burghardt	Aurora	21517 Hwy 99E
Jere Carlin	Portland	NW Natural
Kris Sallee	Aurora	Planning Commission Member

## OLD BUSINESS

### A. Discussion and/or Action of Updating the Historic Guidelines per City Council Request.

#### a. Review of Title 17 revision

- The members went over the changes that were made to the Sign Section of Title 17. Recommend changes will be made to the revision.

### B. Discussion and/or action on new meter installation at 21620 Main St, Aurora OR 97002. Submitted by Jere Carlin with NW Natural.

- Jere Carlin with NW Natural came to the meeting to discuss the conditions that HRB has put on the Notice of Decision. He is hoping to come to an understanding so that both parties are satisfied.
- HRB has stated in the Notice of Decision that they would like the meter to be enclosed in a metal box so that it would be a less visual hindrance as per Aurora Guidelines, New Systems, Utilities & Code compliance issues.
- Mr. Carlin informed the members that NW Natural discourages meters to be put metal enclosures of any kind due to not having enough ventilation.
- NW Natural can install a smaller version of the meter as close to the wall as possible so that it is not as noticeable and they have no problem with the meter being painted to match the building wall if that would make the meter less conspicuous.

A motion to approve the application with the following: install the smallest version of the meter as tight to the wall as possible with the option to paint the meter was made by Gayle Abernathy and seconded by Bill Simon and passed unanimously.

## NEW BUSINESS

### A. Aurora Historic District Sign Review

- Tabled until next meeting

**B. Discussion and/or Action on sign application for 21517 Hwy 99E, Aurora OR 97002. Submitted by Gordon & Sheryl Foster.**

- Chairman Townsend informed the members that she had ex-parte communication with the applicant about the sign.
- As per the application, the owner wanted to make 2 freestanding signs placed at an angle so that by passers are able to see the sign better. But according to section 17.20.100, Section F – 2 of the Aurora Historic Guidelines, the applicant won't be able to have 2 free standing signs on his property. The applicants made the decision that he will be refurbishing the old free standing sign and make the changes that he wants to the original free standing sign.
- The applicant explained that his freestanding sign will be back to back with 2 business name signs (Discovered Treasures & Sheryl's Hair Salon) and Aurora historic photographs on black background will be filling in the gaps in the sign to give it character.
- Example of the "Discovered Treasures" sign was presented during the meeting. The "Discovered Treasures" was in script font which is not an Aurora Guidelines approved font. The HRB asked the applicant to pick a new font on the approved font list for the sign as a condition to approving the application. The applicant will need to bring an example of "Sheryl's Hair Salon" Sign and "Discovered Treasures" Sign for final approval on fonts and sizes of individual signs.
- The applicant would be adding a small roof on the top of the sign to shield the glass from the weather. The length of the sign from the tip of the roof to the bottom of the sign will not be exceeding the maximum for free standing signs which is 8 ft.

A motion to approve the application with the conditions that fonts for the signs will be from the approved font list was made by Mella Dee Fraser and seconded by Bill Simon and passed unanimously.

**C. Discussion on sign application for Emma Walking Tour throughout the Historic District. Submitted by Aurora Colony Historical Society**

- An application was not available at this meeting, the purpose of the discussion was to present the signs for the members to assess and the application will be in the packet for the March 28<sup>th</sup> 2013 meeting. Chairman Townsend presented the "Emma" signs as the applicant. She explained that the Aurora Colony Historical Society (she is a member of the Emma Committee) will be starting a tour of the historic district in Aurora called the "Emma Walking Tour".
- The tour will be of Historic Commercial buildings tour of the historic district in Aurora, during Emma Giesy's Lifetime. They will have a small Emma sign so that the people doing the tour will know which buildings are included in the tour.

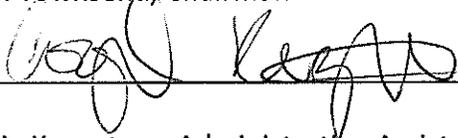
- Chairman Townsend provided 2 examples of the signs to the board. Both examples had script font which is not an Aurora Guidelines approved font. Chairman Townsend explained how the script on the sign was considered a logo and would be used on all "Emma" products; the board had a difference of opinion on whether an approved font should be used instead of the script.
- Discussion was tabled until next meeting, when the application and final examples will be presented for the boards review.

**ADJOURN**

A motion to adjourn was made at 9:30pm by Gayle Abernathy, seconded by Merra Frochen and passed unanimously.



Karen Townsend, Chairman



Sophia Kuznetsov, Administrative Assistant

**NOTICE OF FINAL DECISION  
APPLICATION APPROVED BY THE HISTORIC REVIEW BOARD  
CITY OF AURORA, OREGON**

Date application was heard by HRB: March 28, 2013

Date this Notice is mailed:

Name of Applicant: Patrick Harris - Aurora Colony Historical Society

Applicant's Mailing Address: PO BOX 202, Aurora Oregon 97002

Project Description: Replacing of existing signs on Historic Buildings

Subject Property Address: Various locations as listed in application

**Findings:**

**This Application Is Approved Per The Aurora Municipal Code #17.20.070, C. 4. & #17.20.060, A 1.**

Approved: Wall signs

Approved Size: up to 6 sq ft

Approved Sign Material: Metal

Approved Font: Times New Roman

Approved Color: Gun metal Gray background & Black graphics

Approved Location: Replacement of existing historical identification signs

**Comments/Recommendation:**

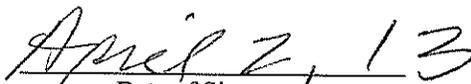
- ❖ Signs are considered "Historic Building Identification" signs as Per the Aurora Municipal Code #17.20.070, C. 4. & #17.20.060, A 1.

The findings and conclusions on which this decision is based are contained in the minutes for the HRB meeting at which this decision was made and audio-tape record of the HRB's meeting and deliberations. The minutes and audio-taped record are available at Aurora City Hall, 503.678.13283, 21420 Main Street, Aurora, Oregon.

The Historic Review Board's decision is final on the date that this notice is mailed. Any party with standing may appeal this decision with the City of Aurora Municipal Code which provides that a written appeal, together with the required fee, shall be filed with the City Recorder within fifteen (15) calendar days of the date the Notice of Decision was mailed. The appeal fee schedule and forms are available from the City Recorder at City Hall, 214209 Main Street NE, Aurora, Oregon 97002.

This decision is approved and this Notice of Decision serves as the Certificate of Appropriateness subject to the conditions set forth above.

  
Gayle Abernathy, Vice-Chair, Aurora Historic Review Board

  
Date of Signature

**NOTICE OF FINAL DECISION  
APPLICATION APPROVED BY THE HISTORIC REVIEW BOARD  
CITY OF AURORA, OREGON**

Date application was heard by HRB: March 28, 2013

Date this Notice is mailed:

Name of Applicant: Aurora Colony Historical Society

Applicant's Mailing Address: PO BOX 86, Aurora Oregon 97002

Project Description: 15-20 Wall Signs – 1 “vista” wall sign

Subject Property Address: Various locations as listed in application

**Findings:**

**This Application Is Approved Per The Aurora Municipal Code #17.20.070, C. 4. & #17.20.060, A 1.**

Approved 15-20 Wall signs

Approved Size: 10 ½ inches by 6 inches

Approved Sign Material: Metal

Approved Font: Times New Roman

Approved Color: White Background, Prussian blue trim and lettering

Approved Location: Various locations as listed in application

**This Application Is Approved Per The Aurora Municipal Code #17.20.070, C. 4. & #17.20.060, A 1.**

Approved one (1) Vista wall sign

Approved Size: 12” by 18”

Approved Sign Material: Metal

Approved Font: Approved font list or similar

Approved Color: White Background with Black lettering

Approved Location: Attached to iron fence/railing facing First St and Ehlen Rd

**Comments/Recommendation:**

- ❖ The “Emma” signs are approved to have the reverse lettering with the number in white font in a blue circle.
- ❖ The “Vista” Wall sign is approved with the “Emma” sign attached to the corner of the sign.

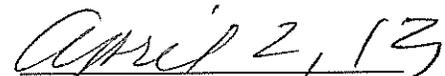
- ❖ Both Signs are considered “Historic Building Identification” signs as Per the Aurora Municipal Code #17.20.070, C. 4. & #17.20.060, A 1.

The findings and conclusions on which this decision is based are contained in the minutes for the HRB meeting at which this decision was made and audio-tape record of the HRB’s meeting and deliberations. The minutes and audio-taped record are available at Aurora City Hall, 503.678.13283, 21420 Main Street, Aurora, Oregon.

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This decision is approved and this Notice of Decision serves as the Certificate of Appropriateness subject to the conditions set forth above.

  
\_\_\_\_\_  
Gayle Abernathy, Vice-Chair, Aurora Historic Review Board

  
\_\_\_\_\_  
Date of Signature

**NOTICE OF FINAL DECISION  
APPLICATION APPROVED BY THE HISTORIC REVIEW BOARD  
CITY OF AURORA, OREGON**

Date application was heard by HRB: March 28 2013

Date this Notice is mailed:

Name of Applicant: Tim & Susie Corcoran

Applicant's Mailing Address: PO BOX 73, Aurora OR 97002

Project Description: Front Porch Restoration

Subject Property Address: 21358 Highway 99E, Aurora OR 97002

**FINDINGS:**

This application is approved per the City of Aurora Design Review Guidelines for Historic District Properties, Porches - section 60, 61 & 62.

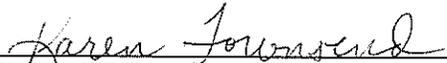
- ❖ 3 piece step threads to allow rain to pass them.
- ❖ Balusters must match original balusters as shown in a photograph of the George Miller house in the early 1900's. (photograph provided to applicant)
- ❖ Period hand rail on steps & deck.
- ❖ 4 ½ by 4 ½ by 48" turned newel posts.
- ❖ The skirt boards will surround the steps, similar to the house.
- ❖ The corner posts will remain original.
- ❖ The spandrel will remain original.
- ❖ The deck floor will be replaced without disturbing the posts & spandrel.
- ❖ All painting will match color scheme of house.
- ❖ New concrete pad has been poured to support steps & railing.

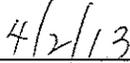
**COMMENTS/RECOMMENDATION:**

The findings and conclusions on which this decision is based are contained in the minutes for the HRB meeting at which this decision was made and audio-tape record of the HRB's meeting and deliberations. The minutes and audio-taped record are available at Aurora City Hall - 21420 Main Street, Aurora, Oregon. Ph: 503.678.1283

The Historic Review Board's decision is final on the date that this notice is mailed. Any party with standing may appeal this decision with the City of Aurora Municipal Code which provides that a written appeal, together with the required fee, shall be filed with the City Recorder within fifteen (15) calendar days of the date the Notice of Decision was mailed. The appeal fee schedule and forms are available at Aurora City Hall

This decision is approved and this Notice of Decision serves as the Certificate of Appropriateness subject to the conditions set forth above.

  
\_\_\_\_\_  
Karen Townsend, Chair, Aurora Historic Review Board

  
\_\_\_\_\_  
Date of Signature



# Oregon

John A. Kitzhaber, M.D., Governor

Department of Land Conservation and Development

Director's Office

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: (503) 373-0050

Fax: (503) 378-5518

[www.oregon.gov/LCD](http://www.oregon.gov/LCD)

March 14, 2013



Suzanne Dufner, Community Development Director

MWVCOG

100 High St. SE, Suite 200

Salem, OR 97301

Dear Suzanne:

This is an invitation to participate in a collaborative effort to develop two statewide GIS data sets vital to land use planning decisions and outcomes: zoning and comprehensive plan maps. We are planning two versions: one for government and another for everyone else. Currently, a patchwork of stale and incomplete zoning data is being used to make significant decisions by state agencies, recommendations by consultants, plans by planners, and investments by transportation organizations since nothing better exists. We now have an opportunity to dramatically improve this situation by incorporating your local information into a seamless statewide layer. The benefits of using the same current and complete data include comparability, more reliable planning and modeling results, seeing the overall picture, ready reference to zoning and plan designations of other local governments, and increased data quality. This approach also saves time and money for everyone. Without working together, state agencies and others who need statewide information will either use the existing poor data or independently develop different updated versions. Will you join us to assure a superior outcome for everyone?

Please be assured that **participation does not require you to change anything about how you currently code and maintain your data**. We are simply using it "as is" and making it fit with all the other data sets across the state. You may also have concerns about the use and display of your data after integration. For government use, we propose retaining the local zoning codes for maximum utility and efficiency. For everyone else, we propose removing the local zoning classifications, thereby preserving you as the "go to" source. Cities and counties that charge for digital data may even see an uptick in revenue. In addition to stratified sharing, we will use a disclaimer and metadata to provide direction on limits of use, data source, and other important information.

With that in mind, here's how we propose to proceed. Your DLCD regional representative is poised to work with your GIS analyst and/or planner to develop a translation table of your zoning classes/codes into a common set. We can also help you convert to a standard format (shapefile) and forward your contribution to the integration team. Your regional rep will serve as your liaison during the initial development. Gradually, an integrated statewide layer of zoning will emerge; statewide comprehensive plan maps will grow in similar fashion a little later. The first iteration of zoning will be available this summer; with your cooperation, the gaps will be few. To preserve the investment we are all making, DLCD has volunteered to steward the statewide data sets with your continued partnership. **If you do not have digital data, we may be able to create it on your**

**behalf.** This offer is limited, so please consult with your regional representative to arrange for assistance as soon as possible.

Background & Contact

This effort is spearheaded by the Planning Workgroup under the auspices of Oregon's GIS coordination office and program. The Planning Workgroup is focused on UGBs, zoning, and comp plan maps. Participants include state, regional, and local government representatives from rural and urban governments. The workgroup welcomes your participation in shaping the future of this data. The GIS coordination program Web site is <http://gis.oregon.gov>. The workgroup materials are posted at [http://www.oregon.gov/DAS/CIO/GEO/pages/fit/admin\\_boundaries/adminframe.aspx](http://www.oregon.gov/DAS/CIO/GEO/pages/fit/admin_boundaries/adminframe.aspx). For more information about this opportunity, contact your DLCDC regional representative or:

Gail Ewart at DLCDC and the Planning Workgroup lead  
503-934-0295, [gail.ewart@state.or.us](mailto:gail.ewart@state.or.us)

Thanks for your consideration.

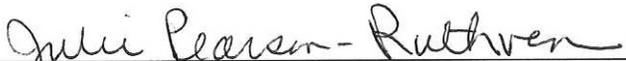
DEPARTMENT OF LAND CONSERVATION  
AND DEVELOPMENT

By

  
Jim Rue, Director

DEPARTMENT OF ADMINISTRATIVE SERVICES  
CHIEF INFORMATION OFFICE

By

  
Julie Pearson-Ruthven, Interim State CIO

By

  
Cy Smith, Geospatial Information Officer

cc: Erin Doyle, LOC  
Michael Eliason, AOC

## recorder

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**From:** Wakeley, Renata [renatac@mwvcog.org]  
**Sent:** Friday, March 29, 2013 11:38 AM  
**To:** recorder; Joseph Schaefer  
**Attachments:** Coastal\_Park\_Map\_2010\_02.pdf; Marion\_County\_Opposition\_to\_HB2696\_Regional\_Bypass\_02-13-13.pdf

Kelly and Joseph-

I met with Greg Leo the other day on the N. Marion Enterprise Zone application and he mentioned HB 2696 and the April 8th hearing. I know this is late notice but would you please email the information attached to all PC and CC members? It can also be included under correspondence in the PC and CC packets. I do not know if the coastal parkway has been a discussion topic in recent meetings or whether the City of Aurora has taken a position for or against but I at least want to make sure the city is aware of the continued discussion.

The hearing is scheduled for April 8th. More information can be found at <http://friendsoffrenchprairie.org/issues-hearing.html>

Renata Wakeley, Senior Planner  
Mid-Willamette Valley Council of Governments  
100 High Street SE, Suite 200, Salem, OR 97301  
503 540 1618 direct  
503 588 6177 reception  
503 588 6094 fax

**CONFIDENTIALITY NOTICE:** This message is intended solely for the use of the individual and entity to whom it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable state and federal laws. If you are not the addressee, or are not authorized to receive information for the intended addressee, you are hereby notified that you may not use, copy, distribute, or disclose to anyone this message or the information contained herein. If you have received this message in error, please advise the sender immediately by reply email and delete this message. Thank you

## recorder

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**From:** Wakeley, Renata [renatac@mwvcog.org]  
**Sent:** Friday, March 29, 2013 11:39 AM  
**To:** Joseph Schaefer; recorder  
**Subject:** FW: Coastal Parkway

More information from Greg Leo below.

---

**From:** Greg Leo [<mailto:greg@theleocompany.com>]  
**Sent:** Friday, March 29, 2013 11:36 AM  
**To:** Wakeley, Renata  
**Subject:** Enterprise Zone and Coastal Parkway

Renata:

Thanks for the response. I will share this with our Board. Additionally, here is some more information about the Coastal Parkway hearing on April 8<sup>th</sup> at 3:00 PM. This is an email from the St. Paul Planning Commissioner Marci Garrett. St. Paul strongly opposes the Parkway:

This will hopefully be my final update on the Coastal Parkway HB 2696 Hearing.

1. The hearing is Monday April 8th at 3 PM in Hearing Room E. That room is on the first floor of the Capital.
2. There is only metered parking around the Capital. The underground garage is full. There is free parking in the shopping mall (where Macy's, etc is) but that is a long walk for some. Dan and JoAnn Keeley have a van that seats 9 so if anyone wants a ride, contact them.
3. Per Troy Rayburn, the Committee Administrator (and Dan Keeley) the hearing room holds about 50 people. There is no standing room allowed. So Troy wants me to tell him when we have 25 folks from St. Paul coming so he can set up another room with audio and visual just in case...**So let me know by next Wednesday the 3rd if you are coming and who else you know is coming!!!!** We can certainly pack the room.
4. Also per Troy, all the letters and online petition signers are part of the official record for the Bill. If anyone else just wants to simply voice their opposition to the Bill and be in the official record, they can do so briefly and simply at the hearing by simply testifying to their name, address and that they oppose the Bill and agree with all the arguments against it...
5. Also per Troy, testimony can be given at the hearing and will be limited to 3 minutes. Because the Committee has a full schedule until the end of the legislative session, he does not see how there would be a continuance of the hearing. This is not to discourage folks from testifying. But you can still write a letter or e-mail if you have not done that so far.
6. Everyone feels that farmers impacted by the Coastal Parkway should still testify...if only briefly to the impact on their farm. None in any government wants to condemn property.....so hearing that farmers will not sell will make a huge impact on these Committee members.

Guess that is all....

Take care

Enjoy Easter and our sun!!!!

Marcie

**The Leo Company**  
*Marketing, Public & Government Affairs Counsel*

Greg Leo



# Marion County

## OREGON

### Board of Commissioners

(503) 588-5237 - FAX

February 13, 2013

#### BOARD OF COMMISSIONERS

Samuel Brentano  
Janet Carlson  
Patricia Milne

#### CHIEF ADMINISTRATIVE OFFICER

John Lattimer

The Honorable Larry George  
State Senator  
900 Court Street NE, S-307  
Salem, OR 97301

#### Re: Marion County Opposition to HB 2696

Dear Senator George:

Marion County is adamantly opposed to HB 2696 which forces a regional bypass through northern Marion County. The Marion County Board of Commissioners has consistently opposed the Coastal Parkway proposal as evidenced by three resolutions stating our concerns about the project. For your reference we have enclosed a copy of Resolution 06-5R that is signed by each member of the current Marion County Board of Commissioners.

We are troubled that there continue to be misrepresentations of Marion County's position regarding this project by representatives of Coastal Parkway, LLC. The Board of Commissioners has provided clear direction on the following points:

- The proposal violates guidelines and desires regarding farmland preservation and protection in the French Prairie area;
- There is no desire on the part of the Board of Commissioners to depart from the regionally approved Newberg-Dundee bypass planned by the Oregon Department of Transportation; and
- The Board of Commissioners has stated it will not be compelled to use the power of condemnation for the Coastal Parkway project and HB 2696 is a direct attempt to undermine local control.

We appreciate your support in defeating this measure. Please feel free to contact us if you need additional information or have any questions. We can be reached at (503) 588-5212 or by e-mail at [commissioners@co.marion.or.us](mailto:commissioners@co.marion.or.us).

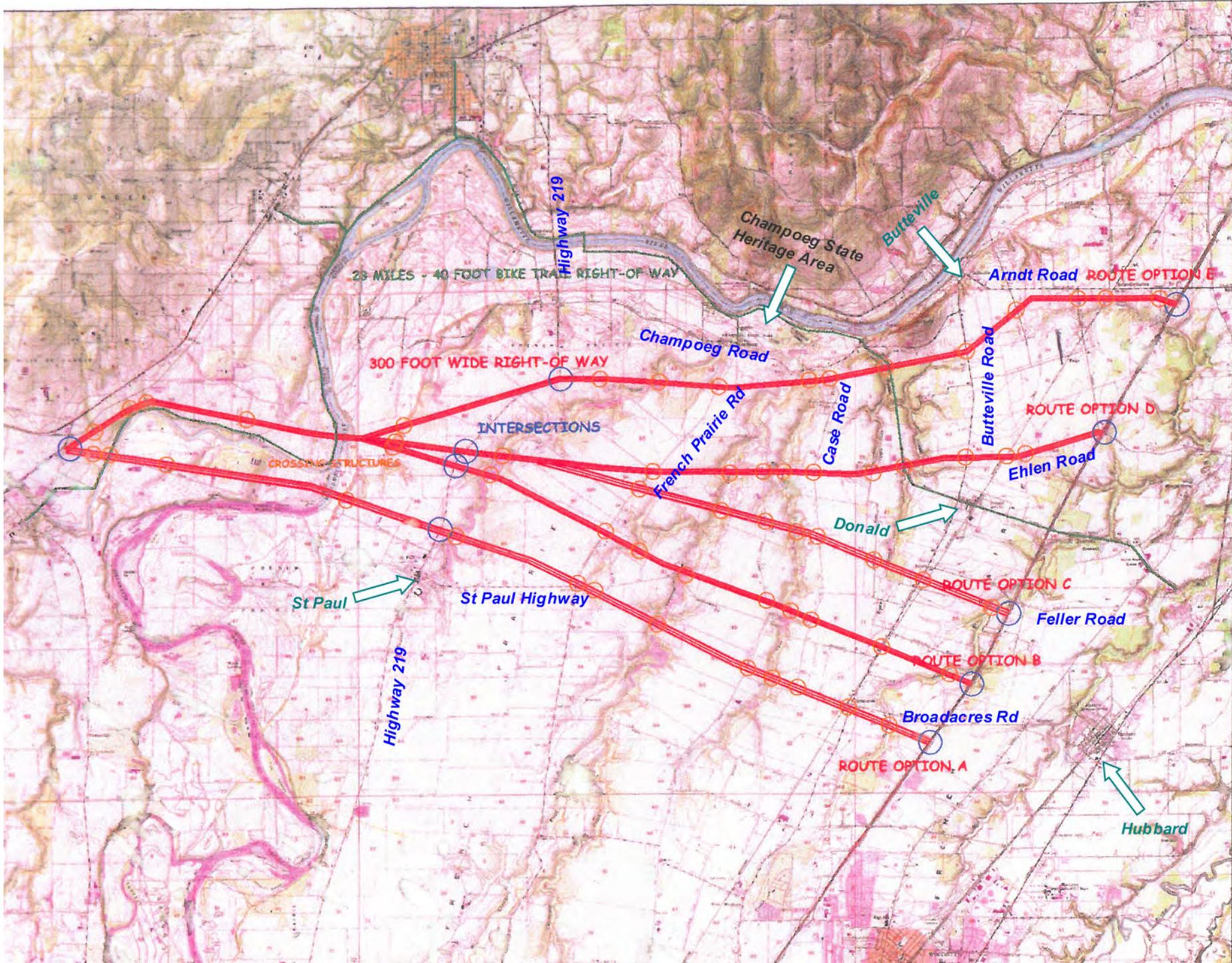
Sincerely,

  
Chair

  
Commissioner

  
Commissioner

cc: Chair Tobias Read and Committee Members  
- House Transportation & Economic Development Committee  
House Speaker Tina Kotek  
Marion County Legislative Delegation



DE

1.

2.

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4.



P.O. BOX 9 • AURORA, OR 97002

Mayor Gregory Taylor  
City of Aurora

4/3/2013

Mayor Daroll Nicholson  
City of Donald

Mayor Jim Yonally  
City of Hubbard

Mailed to: Heidi Blaine  
City Manager  
City of Donald  
P.O. Box 388  
Donald, Oregon 97020

Dear Mayors:

The Board of Directors of the Aurora Rural Fire Protection District, # 63 supports the establishment of the North Marion County Enterprise Zone to encourage business investment and job creation within the jurisdiction of our Fire Protection District.

We appreciate the collaborative effort among the three Cities of Aurora, Donald and Hubbard and the effected Special Districts and understand that the economic development, job creation and business investment will have the desired effect of growing our shared tax base over time. Our District Board has been concerned about the financial impact of the abated tax revenue as it might affect future operating and capital improvement levies that our District might send to the voters. We believe that our questions have been answered fully, and that the benefits of this Enterprise Zone will grow the future tax base at a rate greater than the forgone abated future tax revenue lost to our Fire District.

We support the creation of the North Marion County Enterprise Zone, and look forward to reviewing the Enterprise Zone's progress with you and your city councils over time.

For the Aurora Rural Fire Protection Board, #63

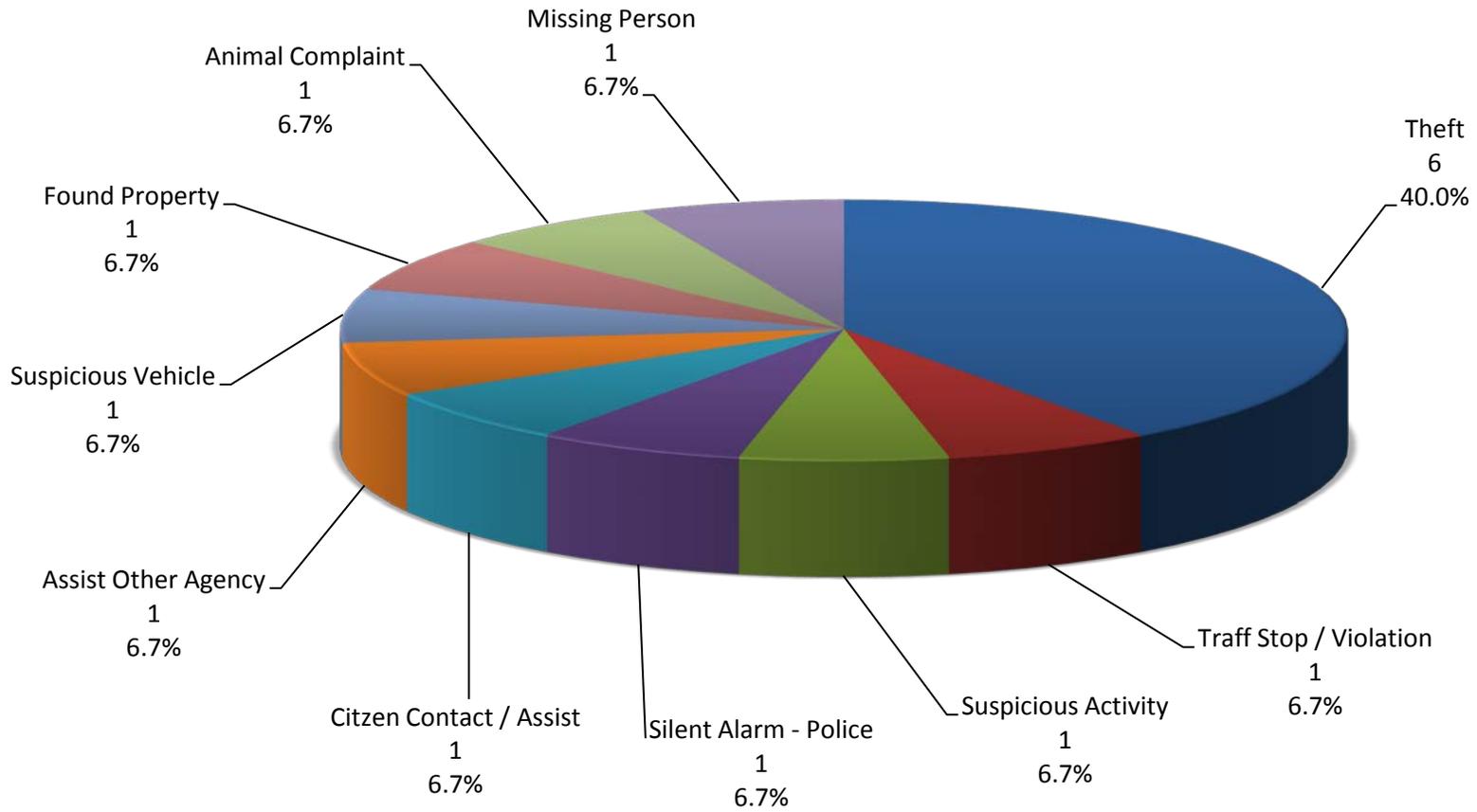
Fred Netter  
President

Deputy Name and Alpha Number	Date of Call	Dispatch Now Event Number	Marion County Case Number	Type of call (Burglary, Dom- Dis, Drug, Fight, etc)	Contract Stat or Patrol Stat	Arrest, Citation, Warning	WVCC Dispatch or Self Dispatch
P.Marcellais A195	3/1/2013	SMS201303010171		Ord Vio	C		SELF
P.Marcellais A195	3/1/2013	SMS201303010170	13-3562	CIT CON	C		SELF
P.Marcellais A195	3/1/2013	SMS201303010152		TRF	C	C	SELF
P.Marcellais A195	3/1/2013	SMS201303010141		ATL	C		WVCC
P.Marcellais A195	3/1/2013	SMS201303010120		TRF	C	W	SELF
P.Marcellais A195	3/1/2013	SMS201303010105		TRF	C	W	SELF
P.Marcellais A195	3/1/2013	SMS201303010085		TRF	C	C	SELF
P.Marcellais A195	3/5/2013	SMS201303050201		TRF	C	C	SELF
P.Marcellais A195	3/5/2013	SMS201303050065		TRF	C	W	SELF
P.Marcellais A195	3/5/2013		13-3791	THEFT 3	C		WVCC
P.Marcellais A195	3/5/2013		13-3794	THEFT 3	C		WVCC
P.Marcellais A195	3/6/2013	SMS201303060161		TRF	C	C	SELF
P.Marcellais A195	3/6/2013	SMS201303060144		COVER	C		WVCC
P.Marcellais A195	3/6/2013	SMS201303060142		TRF	C	W	SELF
P.Marcellais A195	3/6/2013	SMS201303060137		TRF	C	C	SELF
P.Marcellais A195	3/7/2013	SMS2013030600223		TRF	C	C	SELF
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P.Marcellais A195	3/7/2013		13-3911	THEFT 3	C		WVCC
P.Marcellais A195	3/7/2013		13-3905	MSG	C		WVCC
P.Marcellais A195	3/8/2013	SMS201303080261		TRF	C	W	SELF
P.Marcellais A195	3/8/2013	SMS201303080257		TRAFASS	C		SELF
P.Marcellais A195	3/8/2013	SMS201303080254		FIR	C		SELF
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P.Marcellais A195	3/15/2013	SMS201303150130		CIT CON	C		SELF

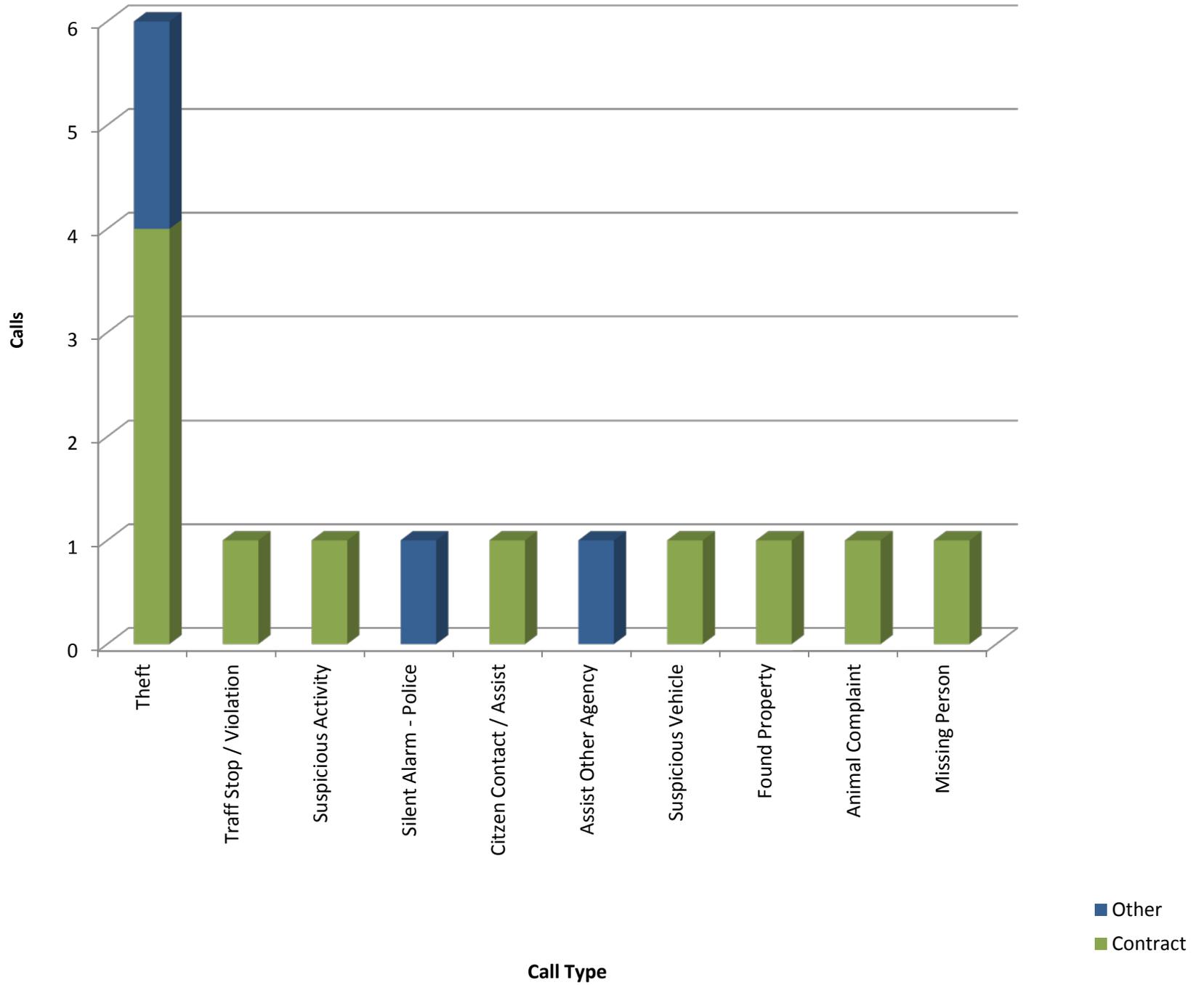
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	3/16/2013 SMS201303160092		TRF	C	C	SELF
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	3/20/2013 SMS201303200270		TRF	C	C	SELF
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	3/22/2013 SMS201303220072		TRF	C	W	SELF
	3/22/2013 SMS201303220080		TRF	C	W	SELF
	3/24/2013 SMS201303240050		TRF	C	C	SELF
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	3/24/2013 SMS201303240098		TRF	C	W	SELF
	3/24/2013 SMS201303240110		TRF	C	W	SELF
	3/24/2013 SMS201303240117		TRF	C	C	SELF
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	3/25/2013 SMS201303250094		ACC2	P		WVCC
	3/26/2013 SMS201303260074		SUSVEH4	C		WVCC
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3/29/2013		13-5314	SUSACT	C		WVCC
3/29/2013		13-5324	SUSACT	C		WVCC
3/30/2013	SMS201303300059		TRF	C	C	SELF
3/30/2013		13-5385	ACC	C		WVCC
3/30/2013	SMS201303300125		TRF	C	W	SELF

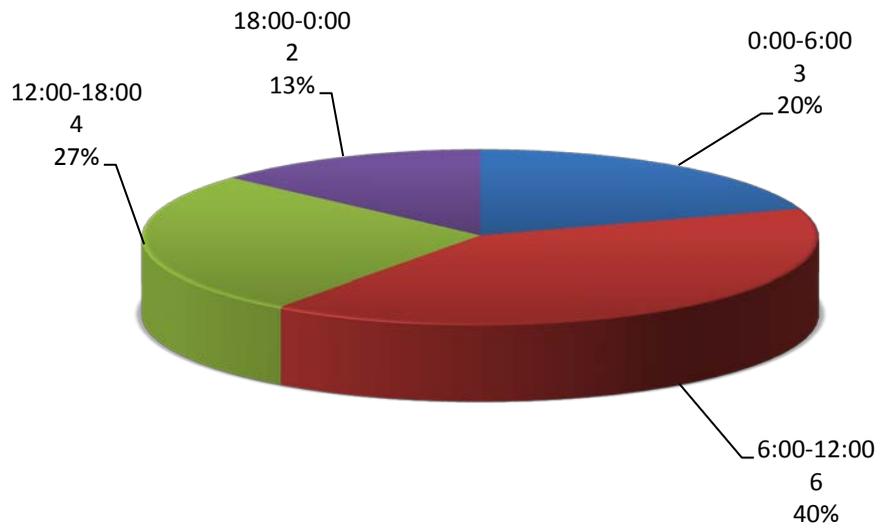
### Aurora Top Calls for Service March 2013



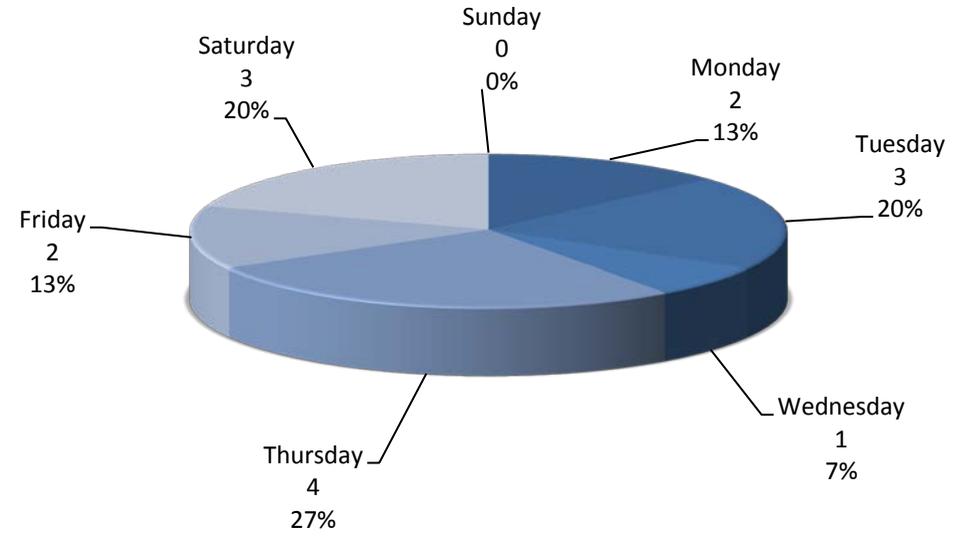
# Call Type by Primary Deputy March 2013



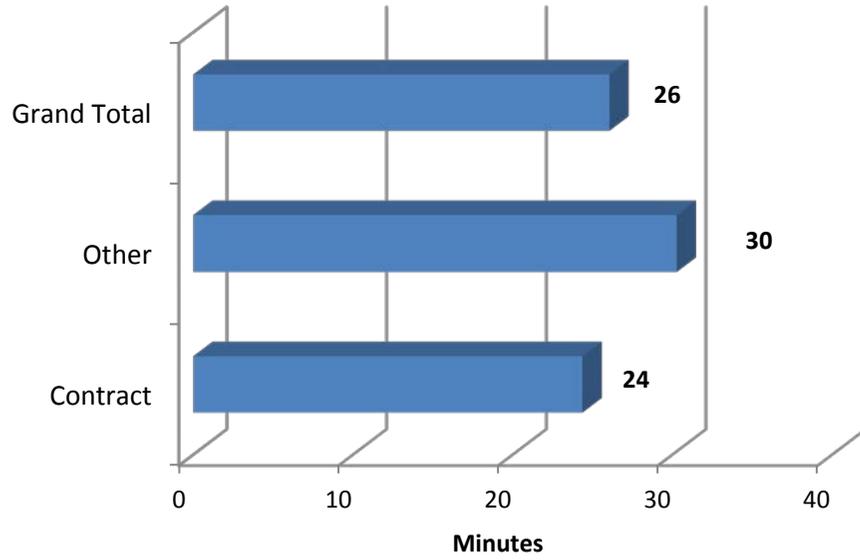
**Aurora Calls for Service by Hours Range  
March 2013**



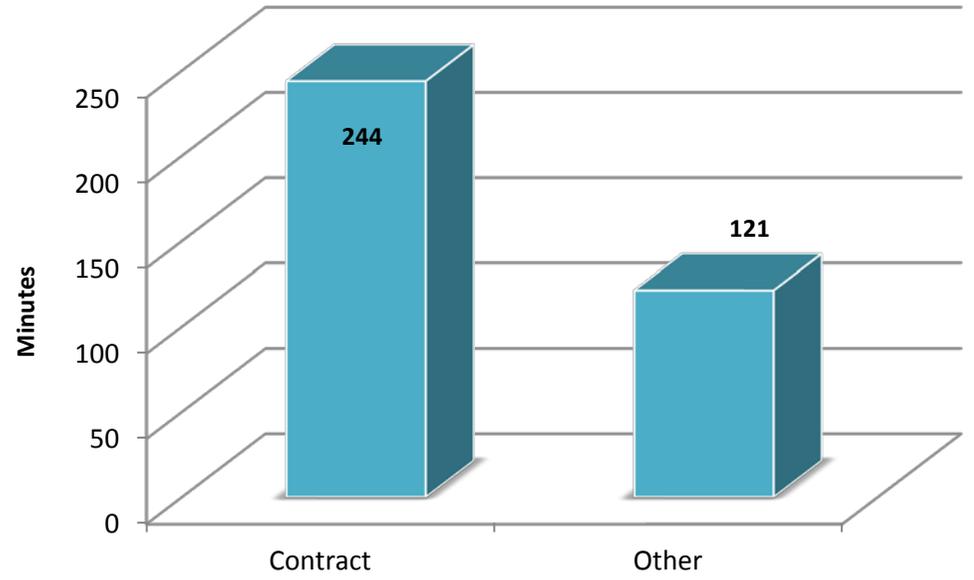
**Aurora Calls for Service by Day of Week  
March 2013**



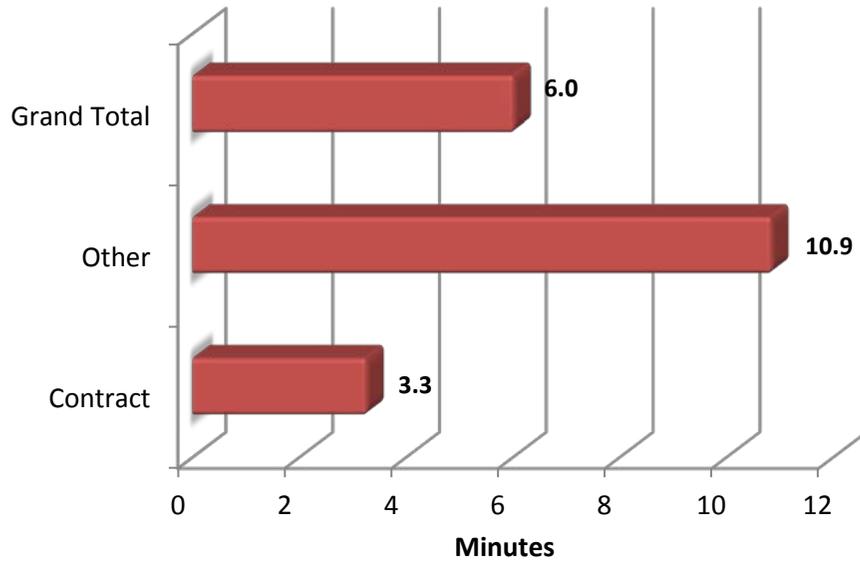
**Aurora Calls Average Call Length  
March 2013**



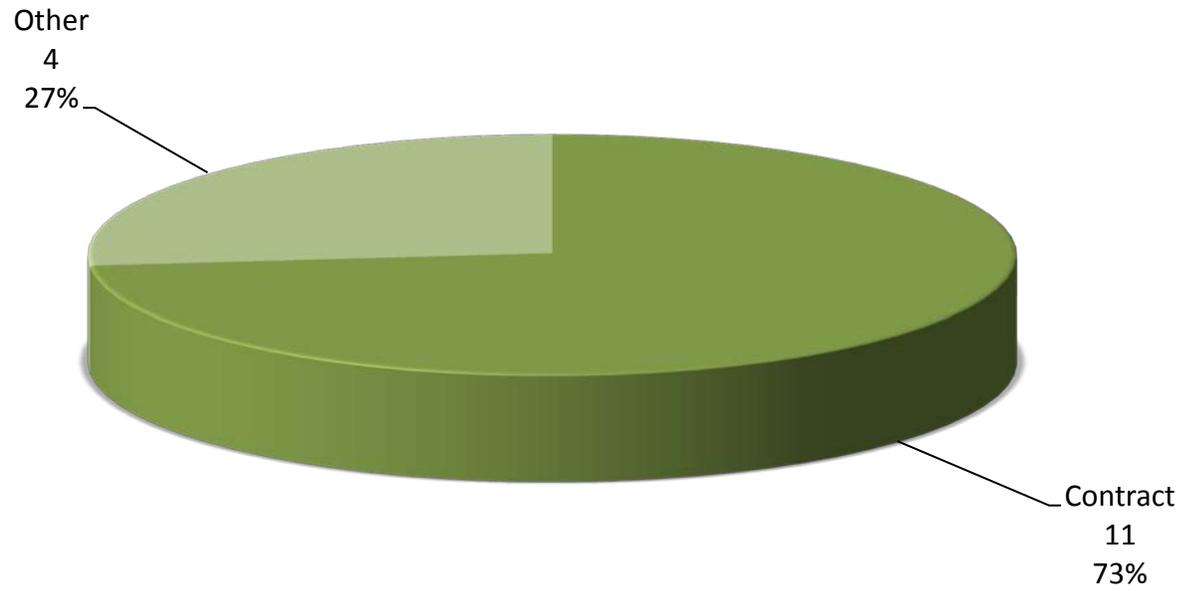
**Aurora Calls Total Call Length  
March 2013**



**Aurora Calls Average Call Arrival Time  
March 2013**



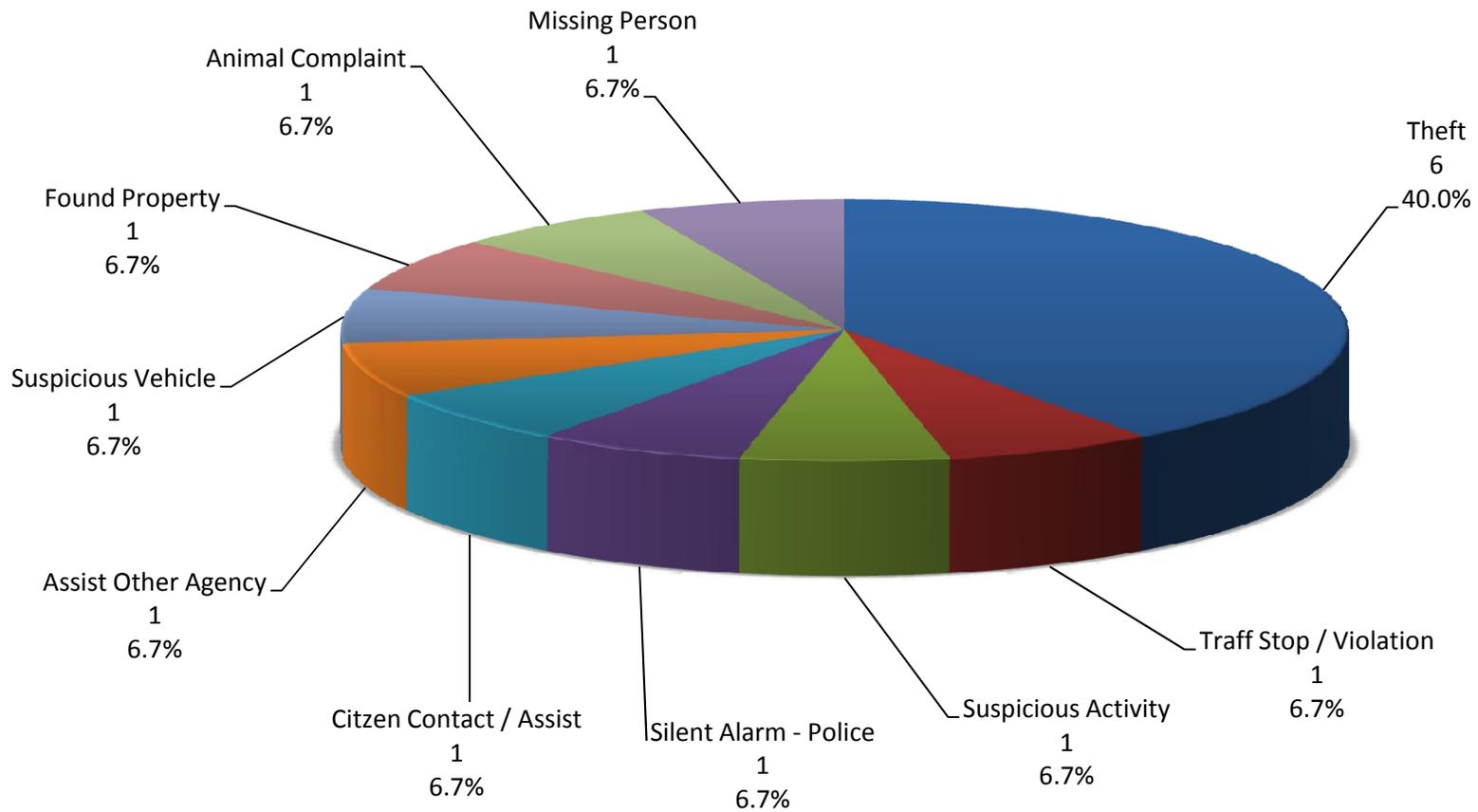
# Aurora Calls by Primary Deputy March 2013



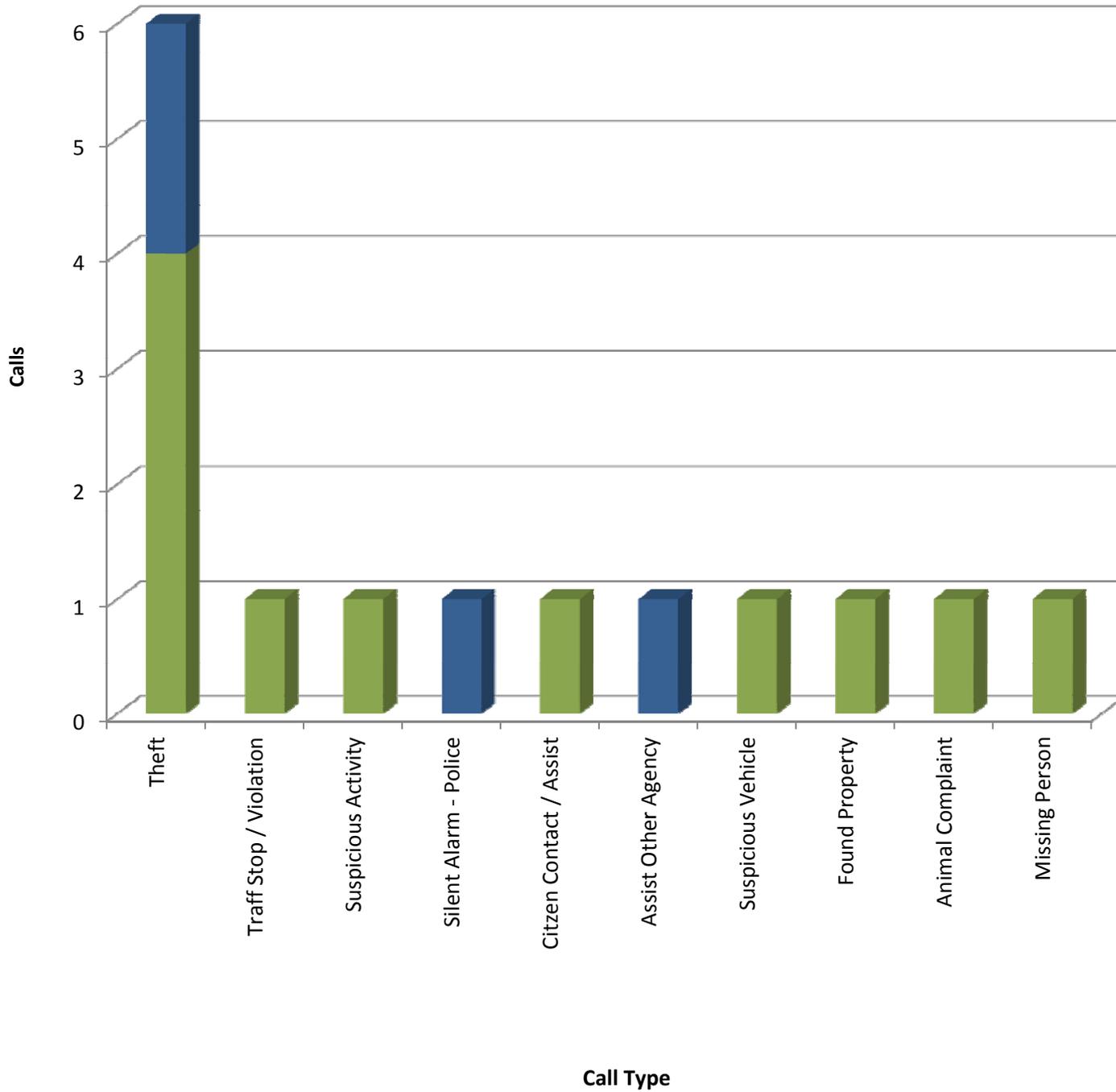
Aurora Calls for Service March 2013

EVENTID	CASEID	Combined Type	PRIMARY UNIT	CREATE DATE	DISPATCH DATE	ARRIVAL DATE	CLEARED DATE	Arrival in Minutes	Call Length in Minutes	DISPOSITION	ZONE	PRIORITY	AGENCY	SOURCE	LOCATION
SMS201303040003	SMS13003725	Theft	A197	3/4/2013 1:04	3/4/2013 0:26	3/4/2013 0:47	3/4/2013 1:42	21.48	54.80		5	AAP	3	SMS	21982 AIRPORT RD NE (MapBook:1432), AURORA, 97002 (SMITH LN NE/)
SMS201303050065	SMS13003791	Theft	A195	3/5/2013 10:12	3/5/2013 10:11	3/5/2013 10:11	3/5/2013 10:26	0.00	15.38		5	AAP	4	SMS	14966 3RD ST NE, AURORA, 97002 (LIBERTY ST NE/MAIN ST NE)
SMS201303050064	SMS13003794	Theft	A195	3/5/2013 10:41	3/5/2013 10:39		3/5/2013 10:41		1.60		5	AAP	4	SMS	14966 3RD ST NE, AURORA, 97002 (LIBERTY ST NE/MAIN ST NE)
SMS201303070128	SMS13003911	Theft	A195	3/7/2013 13:24	3/7/2013 13:22	41340.55749	3/7/2013 13:25	0.02	2.88		5	AAP	4	SMS	15048 2ND ST NE, AURORA, 97002 (/LIBERTY ST NE)
SMS201303140249	SMS13004376	Found Property	A195	3/14/2013 17:31	3/14/2013 17:30	3/14/2013 17:30	3/14/2013 17:33	0.00	3.02		1	AAP	4	SMS	21420 MAIN ST NE, AURORA, 97002 (3RD ST NE/4TH ST NE; Near:AURORA POLICE DEPT)
SMS201303150070	SMS13004412	Animal Complaint	A195	3/15/2013 12:13	3/15/2013 11:53	3/15/2013 11:53	3/15/2013 12:13	0.02	20.70		5	AAP	4	SMS	21287 HIGHWAY 99E NE, AURORA, 97002 (BOBS AV NE/OTTAWAY RD NE)
SMS201303160060	SMS13004481	Theft	A195	3/16/2013 10:37	3/16/2013 10:20	41349.44667	3/16/2013 11:10	22.87	27.03		5	AAP	4	SMS	16603 UMBENHOWER LN NE (MapBook:1532), AURORA, 97002 (FILBERT ST NE/)
SMS201303160148	SMS13004498	Traff Stop / Violation	A195	3/16/2013 18:41	3/16/2013 17:14	3/16/2013 17:14	3/16/2013 18:41	0.00	87.05		1	AAP	T6	SMS	4TH ST NE, AURORA/HIGHWAY 99E NE, AURORA(MapBook:1532)
SMS201303160173	SMS13004501	Theft	A197	3/16/2013 20:40	3/16/2013 20:11	41349.84706	3/16/2013 20:50	8.47	30.63		5	AAP	4	SMS	21687 HIGHWAY 99E NE (MapBook:1432), AURORA, 97002 (LIBERTY ST NE, 1ST ST NE/2ND ST NE)
SMS201303210067	SMS13004794	Citizen Contact / Assist	A195	3/21/2013 11:13	3/21/2013 10:37	41354.4428	3/21/2013 11:13	0.00	36.33		5	AAP	4	SMS	14892 BOBS AV NE, AURORA, 97002 (MAIN ST NE/HIGHWAY 99E NE)
SMS201303210203	SMS13004820	Silent Alarm - Police	A106	3/21/2013 17:51	3/21/2013 17:30	3/21/2013 17:40	3/21/2013 17:57	10.05	16.05		5	AAP	T2	SMS	14971 1ST ST NE (MapBook:1432), AURORA, 97002 (LIBERTY ST NE, HIGHWAY 99E NE/MAIN ST NE, EHLEN RD NE, EHLEN RD NE; @AURORA ANTIQUES & SALVATION)
SMS201303250010	SMS13005033	Assist Other Agency	A132	3/25/2013 1:42	3/25/2013 1:19	41358.05752	3/25/2013 1:42	3.42	19.62		5	AAP	5	SMS	21171 MAIN ST NE (MapBook:1532), AURORA, 97002 (BOBS AV NE/OTTAWAY RD NE)
SMS201303260051	SMS13005115	Suspicious Vehicle	A195	3/26/2013 11:23	3/26/2013 10:57		3/26/2013 11:29		32.02		5	AAP	4	SMS	LIBERTY ST NE, AURORA/4TH ST NE, AURORA(MapBook:1532)
SMS201303270160	SMS13005215	Missing Person	A195	3/27/2013 20:45	3/27/2013 20:38		3/27/2013 20:56		17.70		5	AAP	4	SMS	21310 MAIN ST NE (MapBook:1532), AURORA, 97002 (4TH ST NE/BOBS AV NE)
SMS201303290200	SMS13005324	Suspicious Activity	A195	3/29/2013 17:05	3/29/2013 16:47						5	AAP	4	SMS	14710 ORCHARD AV NE (MapBook:1532), AURORA, 97002 (FILBERT ST NE/WALNUT ST NE)

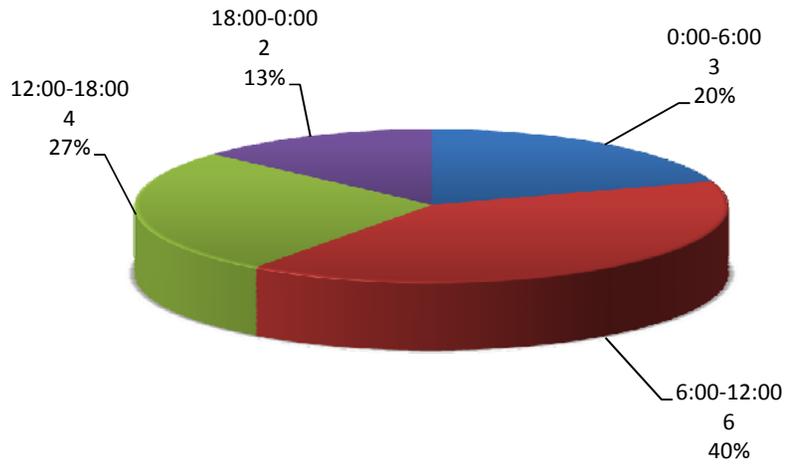
### Aurora Top Calls for Service March 2013



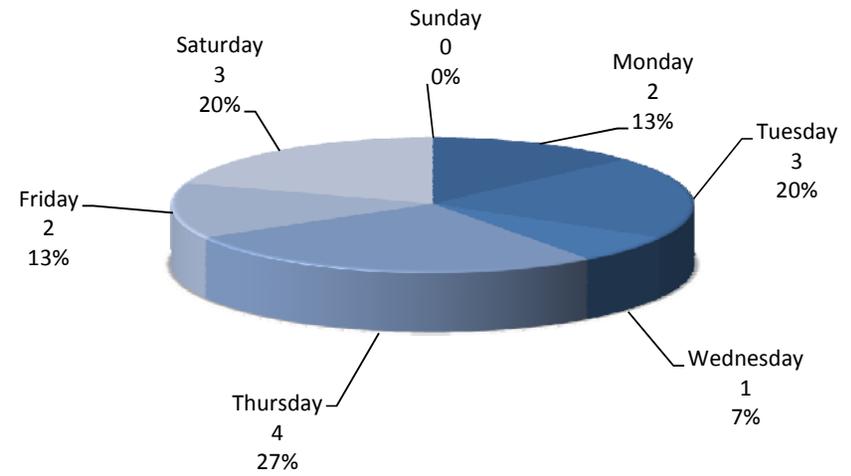
### Call Type by Primary Deputy March 2013



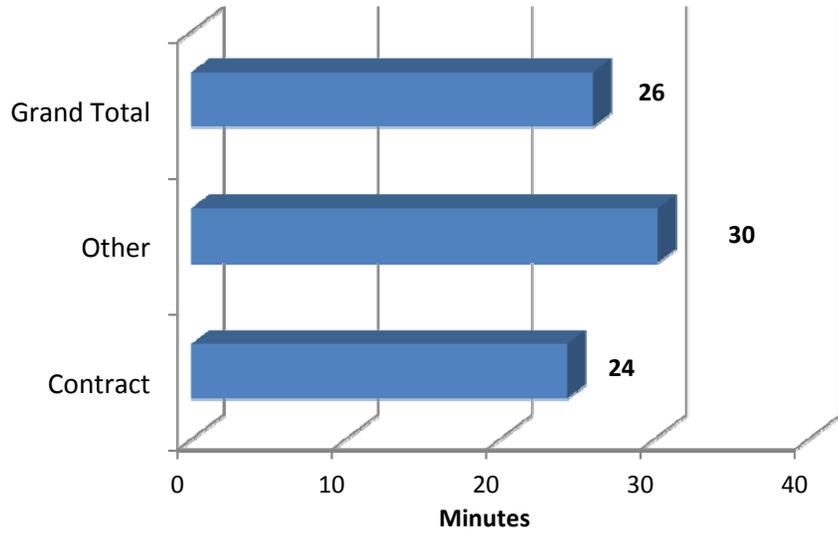
**Aurora Calls for Service by Hours Range  
March 2013**



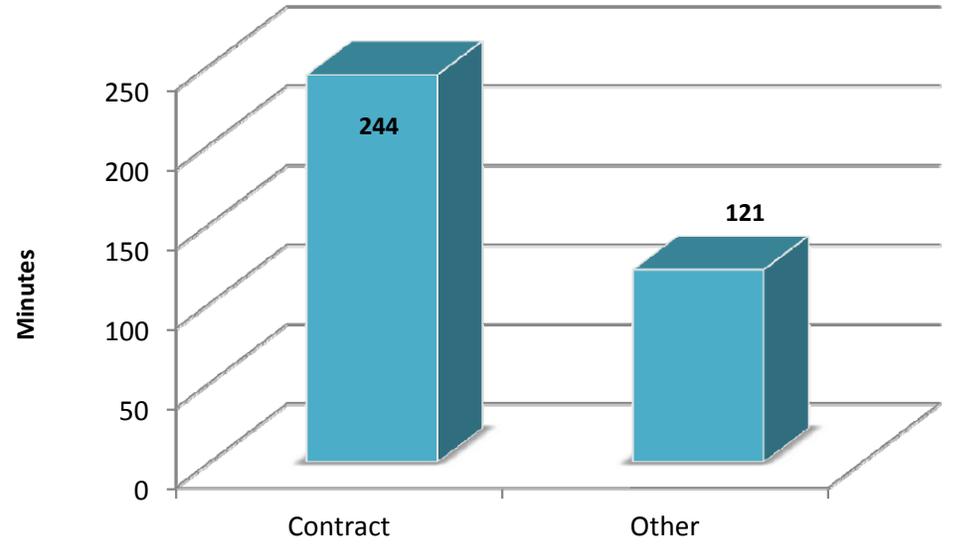
**Aurora Calls for Service by Day of Week  
March 2013**



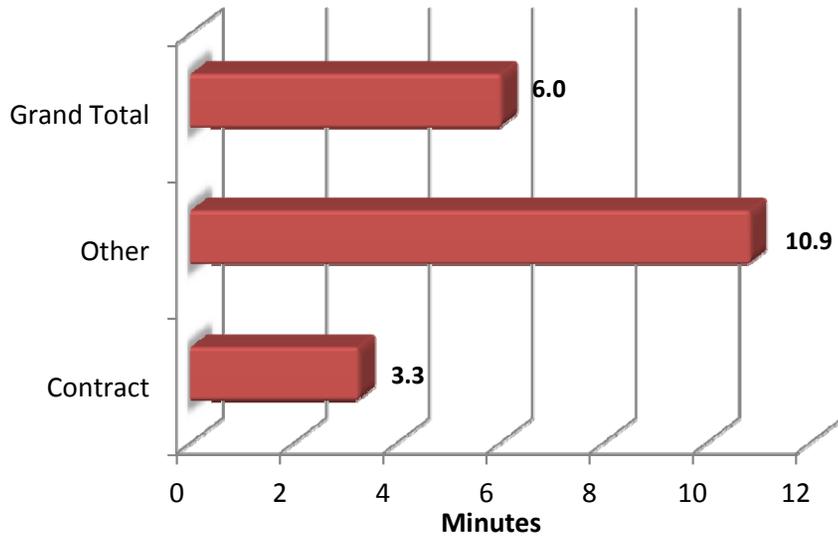
**Aurora Calls Average Call Length  
March 2013**



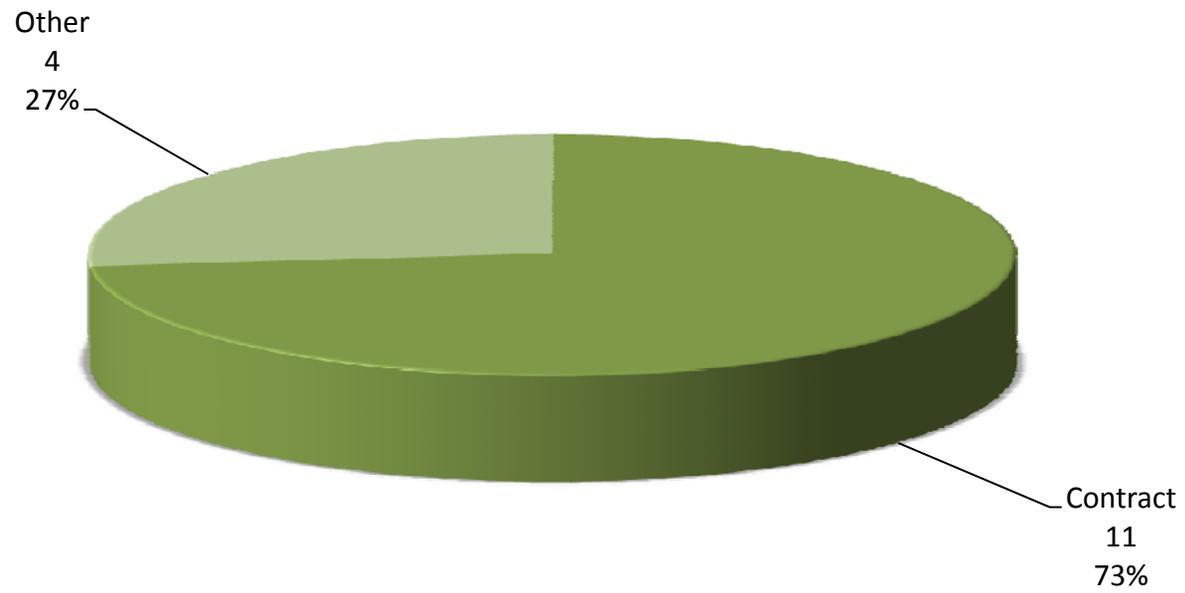
**Aurora Calls Total Call Length  
March 2013**



**Aurora Calls Average Call Arrival Time  
March 2013**



# Aurora Calls by Primary Deputy March 2013



Aurora Calls for Service March 2013

EVENTID	CASEID	Combined Type	PRIMARY UNIT	CREATE DATE	DISPATCH DATE	ARRIVAL DATE	CLEARED DATE	Arrival in Minutes	Call Length in Minutes	DISPOSITION	ZONE	PRIORITY	AGENCY	SOURCE	LOCATION
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**CITY OF AURORA 3RD QUARTER REPORT  
REVENUE AND EXPENSES TO DATE**

	FUND	BUDGET	REVENUE	%	EXPENSES	%
10	GENERAL	629,500.00	379,185.86	60.24%	280,998.93	44.64%
15	CITY HALL BUILDING	113,298.00	4,859.25	4.29%		0.00%
25	PARK RESERVE	7,526.00	8.27	0.11%	3,384.54	44.97%
29	PARK SDCs	24,513.00	2,282.54	9.31%		0.00%
30	STREET/STORM	180,140.00	52,515.87	29.15%	50,445.51	28.00%
35	ST/STORM RESERVE	48,031.00	8,959.99	18.65%	4,560.00	9.49%
39	ST/STORM SDCs	23,001.00	2,968.82	12.91%		0.00%
40	WATER OPERATING	510,215.00	215,473.01	42.23%	291,934.12	57.21%
42	SPW MAINTENANCE	22,636.00	815.15	3.60%		0.00%
45	WATER RESERVE	31,750.00	20,060.28	63.18%	28,069.68	88.41%
49	WATER SDCs	70,444.00	5,699.43	8.09%	40,036.74	56.83%
50	SEWER OPERATING	430,910.00	178,597.00	41.45%	229,392.29	53.23%
55	SEWER RESERVE	5,448.00	19.31	0.35%		0.00%
57	G. O. DEBT SERVICE	305,913.00	292,755.61	95.70%	62,956.25	20.58%
59	SEWER SDCs	20,353.00	2,095.29	10.29%		0.00%
	<b>TOTALS PER GL</b>	2,423,678.00	1,166,295.68		991,778.06	
	<b>TOTALS PER BANK</b>					



## GROVE, MUELLER & SWANK, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS  
475 Cottage Street NE, Suite 200, Salem, Oregon 97301  
(503) 581-7788

March 21, 2013

City Council  
City of Aurora  
21420 Main St. NE  
Aurora, OR 97002

We are pleased to confirm our understanding of the services we are to provide the City of Aurora for the year ended June 30, 2013. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Aurora as of and for the year ended June 30, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Aurora's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Aurora's MD&A in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We have also been engaged to report on supplementary information other than MD&A that accompanies the City of Aurora's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining fund statements
- 2) Individual fund budgetary schedules
- 3) Other financial schedules

### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally

accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Aurora and the respective changes in financial position, in conformity with the modified cash basis of accounting.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

## **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

## **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Aurora's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Thomas E. Glogau, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee for these services will not exceed \$14,500. Our

invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Aurora and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



*Anne Mueller & Dan R.*  
CERTIFIED PUBLIC ACCOUNTANTS

RESPONSE:

This letter correctly sets forth the understanding of the City of Aurora.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

April 4, 2013

Wastewater Treatment Plant Update:

In the month of March:

Operated and maintained the treatment plant to meet all standards set forth in the NPDES permit along with the added requirements of the Consent Decree with the Willamette River Keepers.

Influent flow for the month of March was 1.8 million gallons.

Effluent flow for the month of March was 2.6 million gallons.

The removal percentage for both BOD(biochemical oxygen demand) and TSS(total suspended solids) averaged in the high 90's.

Southard Industries is just about complete with the poplar harvest and cleanup. Once the ground is clear of sticks, roots and tree debris, it will be disked and seeded.

The agreement with the City of Salem is complete. They will take our waste sludge. The hauling contractor has gone over the contract and his intention is to sign and return it to us.

Attended scheduled/required training for three days at Clackamas Community College in Oregon City.

General housekeeping and landscape maintenance.

Otis Phillips

Wastewater Operator

City of Aurora

Work Cell 503-519-6426

Plant Phone 503-678-1035

[Phillips@ci.aurora.or.us](mailto:Phillips@ci.aurora.or.us)

# Memo

To: City Council  
From: Kelly Richardson  
CC: None  
Date: 4/5/2013  
Re: Recorders Report Month of March 2013 report

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Activities and ongoing projects are as follows:

- ❖ On Medical leave starting March 11, 2013
- ❖ Kept in contact with both of my office assistants during my leave of absence
- ❖ Towards the end of March I started to respond to various emails as I could
- ❖ Not many situations arose while on medical leave and I feel my assistance did a fine job in my absence.

**ORDINANCE NUMBER 470**

**A BILL FOR AN ORDINANCE ADOPTING A FRANCHISE AGREEMENT  
WITH PORTLAND GENERAL ELECTRIC COMPANY**

**WHEREAS**, the current franchise agreement with Portland General Electric Company expires on March 9, 2013; and

**WHEREAS**, Portland General Electric Company has complied with all the requirements in the franchise for renewal; and

**WHEREAS**, the City of Aurora desires to renew and extend the agreement:

The City of Aurora ordains as follows:

Section 1. The City of Aurora adopts the Franchise Agreement with Portland General Electric Company attached as Attachment A and made a part of this Ordinance.

Section 2. The Mayor is authorized to sign the Franchise Agreement on behalf of the City.

**ADOPTED by the Aurora City Council at a City Council meeting held on Tuesday, April 9, 2013.**

Dated this \_\_\_\_ day of April, 2013.

**ATTEST**

\_\_\_\_\_  
**Gregory Taylor, Mayor**

\_\_\_\_\_  
**Kelly Richardson, City Recorder**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Dennis Koho, City Attorney**

## **RESOLUTION 665**

### **A RESOLUTION SPONSORING AN ENTERPRISE ZONE FOR THE CITY OF AURORA**

**WHEREAS**, The City of Aurora, Oregon is sponsoring an application for designation of an enterprise zone with the City of Donald, Oregon and City of Hubbard, Oregon.

**WHEREAS**, The City is interested in an enterprise zone to encourage new business investments, job creation, higher incomes for local residents, and greater diversity of economic activity for the North Marion County region.

**WHEREAS**, the proposed enterprise zone has a total area of approximately 1.8 square miles, and it meets other statutory limitations on size and configuration; it is depicted on the drawn-to-scale map, included under Exhibit A and described in Exhibit B, and is based upon the urban growth boundaries of the three sponsoring jurisdictions.

**WHEREAS**, the proposed enterprise zone contains significant land that is reserved for industrial use, as indicate by land use zoning map(s) with the application; is consistent with the Comprehensive Plan(s) of all three sponsoring jurisdictions, as acknowledged by the Land Conservation and Development Commission; and such industrial sites are accessible, serviced or serviceable, and otherwise ready for use and further development.

**WHEREAS**, the designation of an enterprise zone does not grant or imply permission to develop land within the Zone without complying with prevailing zoning, regulatory and permitting processes and restrictions for applicable jurisdictions: nor does it indicate any intent to modify those processes or restrictions, except as otherwise in accordance with Comprehensive Plans.

**WHEREAS**, the City of Aurora appreciates the impacts that a designated enterprise zone would have on the property tax exemptions that eligible business firms might receive therein, as governed by Oregon Revised Statues (ORS) Chapter 285C and other provisions of Oregon Law.

**WHEREAS**, all of the other municipal corporations, school districts, special service districts, etc., other than the sponsoring governments, that receive operating revenue through the levying of ad valorem taxes on real and personal property in any area of the proposed enterprise zone were sent notice and invited to a public meeting regarding this proposal, in order for these sponsoring governments to effectively consult with these other local taxing districts. Follow-up arrangements as agreed to with these consultations will be completed with affected districts within six months of the proposed enterprise zone's designation.

**WHEREAS**, the availability of enterprise zones exemptions to business firms that operate hotels, motels or destination resorts would help diversify local economic activity, provide useful employment for some segments of the labor force, and facilitate the expansion of accommodations for visitors which in turn will spend time and money in the area of business, recreation or other purposes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Aurora:

The City of Aurora proposes and applies for an Oregon enterprise zone to be named: The North Marion County Enterprise Zone, and requests that the director of Business Oregon order the designation of this enterprise zone.

Heidi Blaine, Donald City Manager, is authorized to submit the enterprise zone application on behalf of the three sponsoring jurisdictions and to make any substantive or technical change to the application materials, as necessary, after adoption of this resolution.

The City of Aurora will give priority to the use in the proposed enterprise zone, if designated, of any economic development or job training funds received from the federal government, consistent with ORS 285C.065(3)(d).

The City of Aurora commits, upon designation, to jointly appoint with the other sponsoring jurisdictions a local enterprise zone manager within 90 days.

The City of Aurora will jointly comply with the requirements and provisions of ORS 285C.105 and otherwise fulfill its duties under ORS 285C.050 to 285C.250.

The City of Aurora commits, within six months of designation, to implement and to confirm for the department its fulfillment of such duties, as specified in OAR 123-668, including but not limited to preparation of a list or map of local lands and buildings owned by the state or by municipal corporations within the enterprise zone that are not being used or designated for a public purpose and that have appropriate land use zoning, and to efforts for making such real property available for lease or purchase by authorized business firms under ORS 285C.110.

The City of Aurora, in partnership with the Cities of Donald and Hubbard, as a sponsor of the proposed North Marion County Enterprise Zone exercises its option herewith under ORS 285C.070 that qualified property of and operated by a qualified business as a hotel, motel or destination resort may receive a property tax exemption in the Zone, and that such business firms are eligible for purposes of authorization upon the effective designation of the Zone.

**PASSED and ADOPTED** by the City Council of the City of Aurora this 9<sup>th</sup> day of April, 2013 by the vote of \_\_\_ ayes and \_\_\_ nays.

DATE: April 9, 2013

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Greg Taylor  
Mayor

ATTEST by the City Recorder this 9<sup>th</sup> day of April 2013.

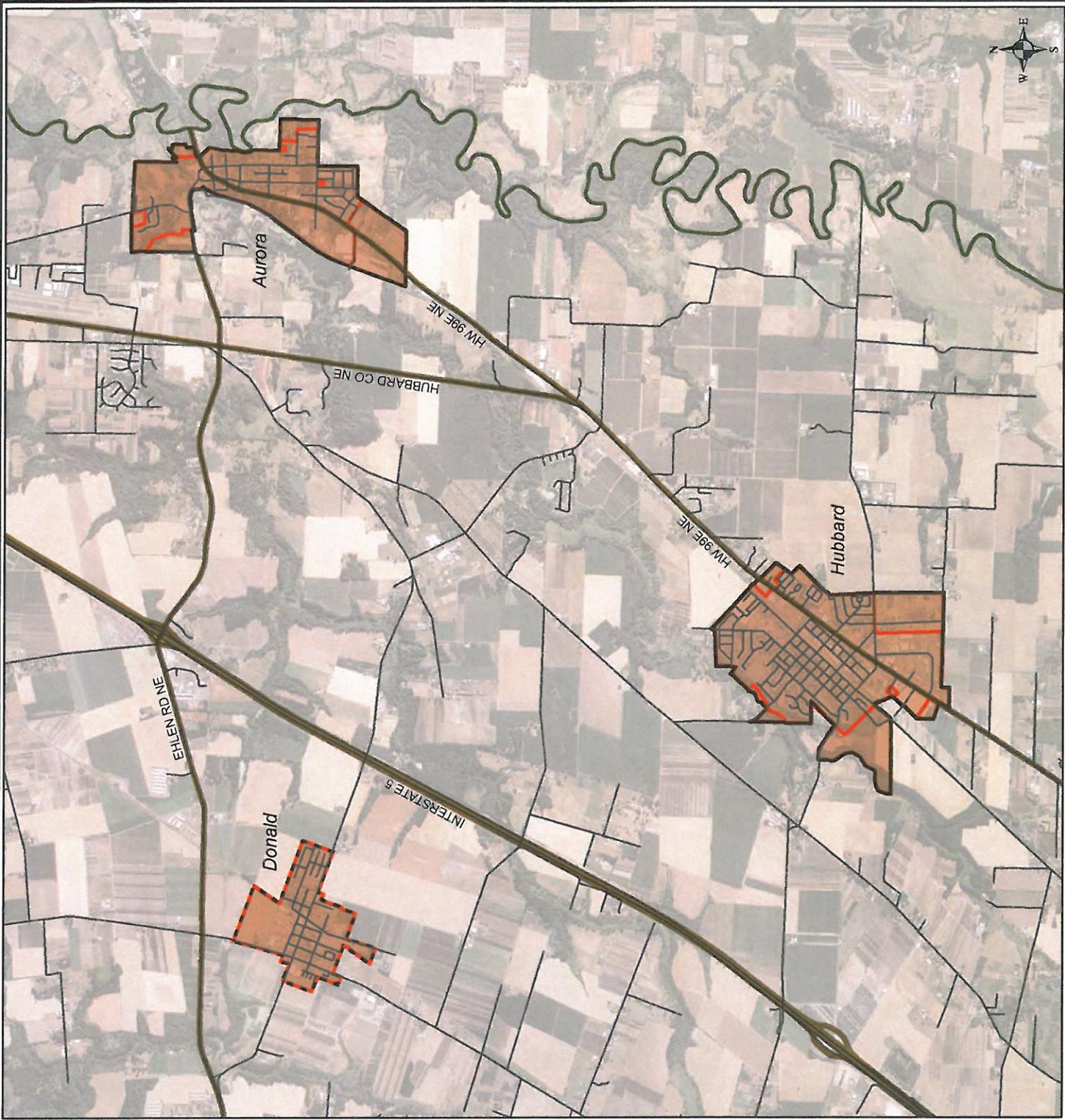
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Kelly Richardson  
City Recorder

List of Exhibits:  
Exhibit A- Proposed Boundary Map  
Exhibit B- Legal Description

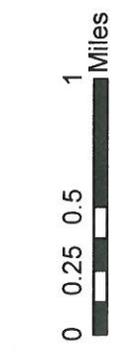
# North Marion County Enterprise Zone

1,177.3 Acres  
(1.8 Square Miles)



**Legend**

- Major Roads
- UGBs
- City Limits
- Enterprise Zones
- County Boundary



Mid-Willamette Valley  
Council of Governments  
Getting things done together!

r:\city\EnterpriseZone2019\EntZoneMap.mxd 3/7/13 LFI

**VOLUNTEER RESOLUTION  
RESOLUTION NO. 666 FOR POLICY YEAR 2012 - 2013**

**A RESOLUTION EXTENDING THE CITY OF AURORA'S WORKERS'  
COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF AURORA.**

WHEREAS, the City of Aurora elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes 8411 and 9102 volunteer workers as stated below;

1. Non-public safety volunteers will keep track of their hours and have their assumed payroll reported in the correct class code for the type of work being performed using Oregon minimum wage; and
2. Court-mandated community service workers/inmates on work release may be covered for workers' compensation benefits by the sentencing court. Coverage will be determined prior to work inception and stipulated to in writing between City of Aurora and respective sentencing court. Court-mandated volunteers will keep track of their hours and have their assumed payroll reported in Class Code 7720V using Oregon minimum wage; and
3. A roster of active volunteers ( non-public safety, and community service workers/inmates on work release) will be kept monthly for reporting purposes. It is acknowledged that City/County Insurance Services may request copies of these rosters during year-end audit; and
4. Unanticipated volunteer projects or exposure not addressed herein will be added onto the City of Aurora's coverage agreement (1) by endorsement, (2) with advance notice to CIS, and (3) allowing two weeks for processing. It is hereby acknowledged that coverage of this type cannot be backdated.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Aurora to provide for workers' compensation insurance coverage as indicated above. This resolution will be updated annually.

**ADOPTED** by the City Council of the City of Aurora this 9<sup>th</sup> day of April 2013.

\_\_\_\_\_  
Gregory Taylor, Mayor

ATTEST by:

\_\_\_\_\_  
Kelly Richardson, City Recorder

2014 SPECIAL CITY ALLOTMENT

RESOLUTION 667

Under the provisions of ORS 366.800 and 366.805, there has been withdrawn from State Highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Five Hundred Thousand and No/100 (\$500,000) Dollars, and in addition there has been withdrawn from monies available to the Department of Transportation from the State Highway Fund the sum of Five Hundred Thousand and No/100 (\$500,000) Dollars. As provided in ORS 366.805, said sums have been set up in a separate account to be administrated by the Oregon Transportation Commission and to be allotted each year by said commission to be spent, within cities of 5,000 or fewer persons, upon streets not a part of the State Highway system that are inadequate for the capacity they serve, or are in a condition detrimental to safety.

No one project can receive more than \$50,000.

The City of \_\_\_\_\_ is an incorporated City of the State of Oregon and has a population of less than 5,000 as given by the latest official federal census. The following streets of said City, \_\_\_\_\_ meet the conditions required in ORS 366.805.

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforementioned named streets of said City are inadequate for the capacity they serve or are in a condition detrimental to safety.
2. That said streets of said City are in need of repair, reconstruction, or other major improvement.
3. That said street are not a part of the state highway system, and are under the jurisdiction and control of the City.
4. That the Oregon Transportation Commission hereby is respectfully requested to consider and declare said streets as qualified for reconstruction, repair, or other improvements out of funds allocated and made available by and through the said \$1,000,000 appropriation of revenues which is to be administered and spent by the Transportation Commission.
5. That the City of \_\_\_\_\_ does hereby offer to Transportation Commission and does hereby pledge complete cooperation and assistance to the end, that said City may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate \_\_\_\_\_ as the official representative of the City in all negotiations resulting from this request.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

There is attached hereto and made a part hereof, a City map on which is indicated the street, streets, road, or roads, described in this resolution.

\*\*\*\*\*

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of \_\_\_\_\_ at a regular or special meeting of said Council, held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Recorder

**CITY OF AURORA**



**HISTORIC DISTRICT**

**1856**

# City of Aurora

21420 MAIN STREET  
AURORA, OREGON 97002



Old Aurora City Or Bldg. Aurora, Oregon Clark Man 1881 1966

This is our Current logo for the city it is printed on all items.



Old Aurora Colony Ox Barn, Aurora, Oregon Clark Moor Will 1966

# City of Aurora

FOUNDED 1856  
"National Historic Site"

**Action Item:**

NORCOM & SCCC Consolidation

**Recommendation:**

Approve new ORS 190 agreement & Resolution

**Background:**

NORCOM and Santiam Canyon Communications Center [SCCC] have been partnering together for the past 2 years combining resources to provide more efficient service to the agencies and public served by both organizations. This partnership includes a reduction of duplicated service and more efficient service being provided. The two agencies have physically combined their operations at the NORCOM location. This move included the placement of two console positions from the SCCC center to the NORCOM facility and the SCCC employees reporting for duty in Woodburn; the operational move occurred in August 2012. With the two centers physically combined, it has provided the SCCC center with the ability to contract for dispatch and call taking service from NORCOM due to SCCC's reduction of staff over the past year. Although the two centers are co-located in Woodburn, officially we are still operating as 2 independent centers until the ORS 190 agreement is completed.

The State of Oregon collects 911 tax revenue from every land line and cell phone (other than pre paid phones). In Marion County, the 911 tax revenue is routed to the 911 Center that provides local fire dispatching service. The City of Aurora is protected by the Aurora Rural Fire Protection District. (AFD) therefore all 911 taxes collected in the City of Aurora go directly to NORCOM. Aurora is listed as a user agency due to the 911 funds collected being transferred to NORCOM for 911 call answering and processing. The City of Aurora has a seat on the NORCOM governing board and would continue to have a seat on the METCOM Board of Directors.

SCCC is responsible for a debt on the building that they were occupying in Stayton. The remaining debt on the building is approximately \$400,000. SCCC has about \$105,000 in reserve funds they will use to pay down a portion of the debt this current year. The combined savings of merging the 2 dispatch Centers, will allow the debt to be paid off in 2 years. The new dispatch entity requires a 2 year commitment from all users to the new center for stability.

With the combining of the 2 Centers, a new ORS 190 agreement needs to be signed by all member agencies. Agencies will also need to sign exhibit G.

**Financial Impact:**

None

This will have no impact upon the current services that are provided to the City of Aurora.

## ***Marion Area Multi Agency Emergency Telecommunication Center***

### ***[METCOM]***

#### ***DEVELOPMENTAL TIMELINE***

- In October 2010 discussions between Santiam Canyon Communications Center [SCCC] and North Marion County Communications Center [NORCOM] began with reference to sharing Administrative Services and looking at a partnership of the two PSAP's in anticipation of a reduction in 911 Tax Revenue and to support the State Legislative look at potentially mandating 9-1-1 PSAP Consolidation.
- In February 2011 SCCC and NORCOM contracted for NORCOM to provide Administrative Services and Operations Supervision at SCCC.
- Through 2011 additional agreements and discussion continued between SCCC and NORCOM, exploring a merger of the two entities, providing stability and efficiency for both groups.
- Mid 2011 [SCCC and NORCOM] became respective back up facilities for 9-1-1 call answering and radio dispatching – connected via a Fiber Line.
- During the 2011 year SCCC joined NORCOM's CAD which was a cost savings to SCCC and would provide consistency in resource sharing and data management services.
- March of 2012 the new CAD System went on line to support both centers and our 39 Agencies.
- Simultaneous to the partnership between SCCC and NORCOM the State continues to look at a mandated consolidation of 911 services and reduction in 911 Tax Revenue.
- April 2012 NORCOM reduced staffing by two due to budgetary constraints.
- Winter 2012, we continue to work together to implement strategies and agreements that will finalize a merger of the two entities.
- June of 2012 SCCC began contracting for dispatch services from NORCOM for the hours of 2300-0700 hours.
- June of 2012 9-1-1 Services were transferred to NORCOM 24 x 7.
- August 2012 all operations moved to NORCOM.

- NORCOM reinstated two reduced positions to support the merged operations in one facility. This supports the partnership between NORCOM and SCCC and the future.
- Currently, the two centers remain as two independent PSAP's but housed within the same physical location. Two separate governing board/council's, two separate employee groups, two separate union contracts, two separate user policies and two separate employee schedules.
- As the center continues to work towards consistency in delivering service the SCCC and NORCOM governing bodies finalize an Intergovernmental Agreement forming one new entity identified as METCOM.
- The long name of METCOM comes from: The need to represent what we stand for and who we are. The name needed to identify who we serve, what we do and how we came together for a common interest.

The words "Marion Area" recognizes our primary service area in Marion County but also recognizes our neighboring county boundaries that are served. "Multi-Agency" represents that METCOM provides service to a diverse population of user agencies to include police/fire/ems/public works/BLM and USFS. "Emergency Telecommunication" represents our professional staff, their credentials and their critical role within our community. "Center" is identifying a single entity wherein all users have agreed to be a part.

- February 2013 the SCCC Executive Council approved the draft Intergovernmental ORS190 Agreement.
- March 2013 the NORCOM Full Board approved the draft Intergovernmental ORS190 Agreement.
- Prior to the final document being presented for approval, it has been through multiple layers of legal review and modified over a dozen times throughout the last 18 months.
- METCOM is anticipated to provide services to thirty-nine organizations (39) identified as "Principals" and "Subscribers." This is an important opportunity for the users and is expected to bring stability to all principals and subscribers.
- Any detailed questions are welcome.

## INTERGOVERNMENTAL AGREEMENT

### *Marion Area Multi-Agency Emergency Telecommunication Center [METCOM]*

**THIS AGREEMENT** is made and entered into by and between the Aumsville Fire District, Aurora Fire District, City of Aumsville, City of Aurora, City of Donald, City of Gates, City of Gervais, City of Hubbard, City of Idanha Detroit, City of Jefferson, City of Mill City, City of Mt. Angel, City of Scotts Mills, City of Silverton, City of St. Paul, City of Stayton, City of Sublimity, City of Turner, City of Woodburn, Drakes Crossing Fire District, Gates Fire District, Hubbard Fire District, Idanha Detroit Fire District, Jefferson Fire District, Lyons Fire District, Marion County, Mill City Fire District, Monitor Fire District, Mt. Angel Fire District, Silverton Fire District, St Paul Fire District, Stayton Fire District, Sublimity Fire District, Turner Fire District and Woodburn Fire District (collectively, the “Principals”).

### **RECITALS**

**WHEREAS**, the Principals wish to establish and maintain a Public Safety Answering Point and consolidated emergency service communications center, to be known as the Marion Area Multi-Agency Emergency Telecommunications Center or METCOM; and

**WHEREAS**, ORS 190.010 et seq. authorizes governmental entities to agree to the joint provision of communications services and to create an Agency to provide these services; and

**WHEREAS**, the Principals have investigated the means by which consolidation of some or all existing emergency service communication operation in Marion County may be accomplished for the purpose and benefit of enhancing public safety; and

**WHEREAS**, the Principals, through creation of METCOM, seek to deliver excellent emergency service communications in a highly efficient manner; to access potential economies of scale through consolidation of activities; to promote interagency collaboration, communication and interoperability; and to continuously identify means to enhance service delivery; and

**WHEREAS**, the establishment and maintenance of such services will be of benefit to the citizens of the Principals and the public in general; and

**WHEREAS**, substantial investigation and communication of alternative approaches to calculate User Fees will result in a fee formula which the parties agree is fair and equitable; and

**NOW, THEREFORE**, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

## **SECTION 1 – DEFINITIONS**

The terms used in this Agreement shall have the meanings set forth in this section.

- A. Agreement – This Intergovernmental Agreement for Communications Services.
- B. Chair – The officer elected by the Governing Board to preside over the Board meetings.
- C. Designated Voting Representative – The individual who has been authorized by a Participating Agency to vote on issues before the Governing Board.
- D. Executive Director – The Chief Administrative Officer of METCOM.
- E. Fire / EMS Service Committee – The advisory board composed of a Designated Voting Representative from each Principal and Subscriber that has a fire or emergency medical service department or agency as described in Section 6.
- F. Fiscal Year – One funded year of operations, beginning on July 1 and ending on June 30 of the following year.
- G. Governing Board – The governing body of METCOM composed of a Designated Voting Representative from each Principal and Subscriber as described in Section 5.
- H. Joint Operating Board – The advisory body described in Section 6, which consists of the combined membership of the Fire/EMS Service Committee and Police Service Committee.
- I. Majority – More than one-half of all the votes cast by those present and constituting a quorum.
- J. NORCOM – North Marion County Communications Center.
- K. Participating Agencies – All Principals and all Subscribers, as they may be so constituted from time to time. Each is individually referred to as a “Participating Agency” or “Participant”.
- L. Police Service Committee – The advisory board composed of a Designated Voting Representative from each Principal and Subscriber that has a police, sheriff or similar department or agency as described in Section 6.

- M. Public or Private Safety Agency - Any unit of state or local government, a special-purpose district or a private firm that provides or has authority to provide fire-fighting, police, ambulance or emergency medical services.
- N. Principal – A general purpose municipal corporation or government agency, a fire district, a public safety organization, or a state or county agency, which has accepted the terms of and is a party to this Agreement.
- O. Public Safety Answering Point (PSAP) – A 24-hour communications facility established as an answering location for 9-1-1 calls originating within a given service area, receiving all calls directly from the public, and processing those calls by direct dispatch, call relay or transfer to the appropriate Public or Private Safety Agency. Also known as a Primary PSAP.
- P. SCCC - Santiam Canyon Communications Center.
- Q. Subscriber - A general purpose municipal corporation, private organization, government agency, a fire district, a public or private safety agency or a state or county agency which has contractually agreed to pay METCOM for emergency communications services or other services as offered at a rate or rates according to such terms and conditions as may be established by METCOM, but is not a Principal under this Agreement.
- R. Super-Majority– At least two-thirds of all the members of the board or governing body entitled to cast a vote.
- S. User Fees – Those fees charged to Participating Agencies for services provided by METCOM.
- T. User Fee Formula – A fee calculation used to identify user fees for disciplines [police/fire/EMS/Other Principals] for service provided known as User Fees.
- U. User Fee Smoothing – A process by which Participating Agencies negotiate for sharing increases to user fees as a transition period over time.
- V. Vice Chair – The officer elected by the Governing Board to act as the Chair in his or her absence.
- W. 9-1-1 Service Area – The geographical area identified through the METCOM’s jurisdiction as the Primary PSAP and on file with the Oregon Emergency Management Office that contains the entire central office servicing area from which the METCOM as the Primary PSAP will have the capability to answer calls placed to 9-1-1.

## **SECTION 2 – CREATION OF PSAP**

- A. There is hereby created a consolidated public safety communications agency, hereinafter called Marion Area Multi Agency Emergency Telecommunications Center, to be known as METCOM. METCOM shall have the responsibility and authority for emergency service communications and all related functions incidental thereto for the purpose of communication and dispatching in the furtherance of public safety and emergencies within the boundaries of its 9-1-1 Service Area.
- B. The Intergovernmental Agreements between Participants of the North Marion County Communications Center (NORCOM) and Santiam Canyon Communications Center (SCCC) are hereby repealed and replaced in their entireties by this Agreement.
- C. METCOM is hereby vested with all powers, rights and duties necessary for performing the functions of a 9-1-1 Public Safety Answering Point (PSAP) under Oregon Law and initiating appropriate response pursuant to ORS 403.100 et seq. including, but not limited to, contracting for such services.

## **SECTION 3 – DUTIES AND SERVICES**

- A. METCOM is designated by the Principals as their PSAP and shall have the responsibility and authority for answering, receiving, dispatching and transferring emergency service communications and all related functions incidental thereto for communicating and dispatching services between the public and the Participating Agencies' directly served public safety departments in the furtherance of improved public safety and emergency response, including but not limited to the following services:
  - 1. Receiving 9-1-1 Calls and routing calls for police, fire and medical services on a 24/7 basis;
  - 2. Receiving and disbursing 9-1-1 telephone tax revenue in accordance with the ORS 403.200, OAR 150-403.200 and any other applicable law.
  - 3. Receiving and disbursing revenues and expenditures from User Fees in accordance with operating policies and procedures and applicable law.
  - 4. Directing a response to said calls by either dispatching the appropriate emergency police, fire or medical unit or forwarding the call to the appropriate agency for response on a 24/7 basis;

5. Providing on-going communication support to personnel in the field;
6. Updating, maintaining and managing the radio communications systems (excluding equipment, base stations and towers owned and/or leased by individual Participating Agencies), computer systems, support files and resource materials necessary to accomplish the above;
7. Maintaining and supporting communications lines and equipment and contracting with a communications company or companies and other contractors for lines and equipment required for effective operation;
8. Maintaining backup communications systems;
9. Initiating public safety records for all dispatched calls and providing such records services, including the updating, maintaining and managing in compliance with public records law;
10. Providing access to Computer Aided Dispatch (CAD) system to Participants through display access;
11. Establishing and updating from time to time standard protocols for communications to and from personnel in the field.

B. METCOM will not provide the following types of service:

1. Provide business service non-emergency call taking for Participants without a supplemental contract for service agreement.
2. Monitoring of alarm systems.
3. Maintaining individual subscriber record systems other than CAD consistent with Oregon archive regulation;
4. Maintaining Mobile Data System Software/Hardware and Connectivity;
5. Maintaining radio communications equipment, base stations and towers owned and/or leased by individual Participating Agencies and not by METCOM.

C. METCOM will employ qualified and certified personnel consistent with Exhibit A which is subject to modification with Governing Board approval. Exhibit E and F identify the employment obligation upon the commencement of METCOM.

## **SECTION 4 –POWERS**

A. METCOM shall have all powers allowed by law for intergovernmental agencies created under ORS 190.010 et seq., and all powers allowed by law for PSAPs under ORS 403.100 et seq., including but not limited to the following:

Recommending action to the legislative bodies of the Participating Agencies;

1. Reviewing and approving budget expenditures;
2. Establishing policies for expenditures of budget items;
4. Reviewing and adopting a personnel policy;
5. Reviewing and approving operating policy;
6. Establishing a fund or special fund or funds as authorized by Oregon Budget Law for operations;
7. Conducting regular and special meetings as may be designated by the Governing Board consistent with the State of Oregon Open Public Meetings Law;
8. Maintaining and managing records in accordance with the state Public Records Law and other applicable state and federal records laws and regulations;
9. Determining what services shall be offered and under what terms they shall be offered;
10. Hiring, training, disciplining and terminating an Executive Director and other personnel and ensuring appropriate staffing levels;
11. Creating committees to review and make recommendations;
12. Approving strategic plans;
13. Approving the addition of new Principals and new Subscribers and the terms of participation and receipt of services;
14. Entering into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement;

15. Establishing User Fees and other charges for services provided to Participating Agencies;
16. Directing and supervising the activities of the Joint Operations Board, the Fire/EMS Services Board, the Police Services Board and the Executive Director;
17. Making purchases or contract for services necessary to fully implement the purposes of this Agreement;
18. Entering into agreements with, and receiving and distributing funds from, any federal, state or local agencies;
19. Receiving all funds allocated to METCOM by Participating Agencies;
20. Purchasing, taking, receiving, leasing, taking by gift, or otherwise acquiring, owning, holding, improving, using and otherwise dealing in and with real or personal property, or any interest therein;
21. Selling, conveying, leasing, exchanging, transferring, and otherwise disposing of all of its property and assets;
22. Suing and being sued, complaining and defending, in all courts of competent jurisdiction;
23. Making and altering bylaws for the administration and regulation of its affairs;
24. Adopting all rules necessary to carry out its powers and duties;
25. Requesting the issuance of debt by Principals on behalf of METCOM, provided that METCOM itself shall not be authorized to issue debt;
26. Approving, modifying or terminating agreements to provide communications, including call reception and/or dispatch services to any person, firm, corporation, local government or agency of government provided that it shall undertake no obligation that has the effect of diminishing or degrading the level of service provided to the current Participating Agencies.
27. Entering into contracts with local government agencies or third parties for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, purchasing and data processing.

28. Entering into contracts with Subscribers on such terms as it deems appropriate and beneficial.

29. Any and all other acts necessary to further METCOM'S goals and purposes.

## **SECTION 5 –GOVERNING BOARD; COMPOSITION AND OPERATION**

A. Duties of Governing Board: Attached hereto as Exhibit A is an organizational chart for METCOM. All powers of METCOM shall be exercised by or under the authority of the Governing Board, and the business and affairs of METCOM shall be managed under the direction of the Governing Board. In particular, the Governing Board shall be responsible for:

1. Providing direction and assistance to the Joint Operating Board;
2. Establishing employment terms and conditions, including compensation and termination of the Executive Director;
3. Adopting an annual operating budget in accordance with ORS 294.900 to 294.930, including determination of User Fees and formulas;
4. Obtaining and reviewing an annual audit of finances by an independent accounting firm for the purposes of receiving an opinion on the financial statements;
5. Promulgating rules for the orderly management of personnel matters;
6. Approving new Participating Agencies;
7. Establishing policy, including adopting personnel policies, board policies and standard operating procedures.

B. Number and Qualification: The Governing Board shall be composed of one (1) Designated Voting Representative from each Participating Agency. Each Participating Agency shall have only one seat on the Governing Board. The Designated Voting Representative shall be the Chief Executive officer of the Participating Agency or employed by the Participating Agency as public safety personnel. Designated Voting Representatives are hereafter referred to as members of the Governing Board. Members may only serve for such time as they are employed by the Participating Agency. Upon termination of a Participating Agency, its representation on the Governing Board shall cease; provided that entities contributing through 9-1-1 PSAP Tax shall continue to have representation on the Governing Board.

- C. Participating Agencies: As of the date of this Agreement, the Participating Agencies with Designated Voting Representatives on the Governing Board, are listed on Exhibit B attached hereto and by this reference made a part hereof.
- D. Alternates: Each member of the Governing Board may designate in writing at least 72 hours in advance of a board meeting one alternate to serve on the Governing Board when such member is absent or unable to serve, provided that each such alternate must be employed by said Participating Agency as public safety personnel. Alternates may only serve for such time as they are employed by the Participating Agency as public safety personnel.
- E. No Proxies: Only the member or, in the absence of the member the alternate, may vote on behalf of a Participating Agency. A Participating Agency may not appoint any other person or entity to serve as a proxy.
- F. Quorum: A majority of the members of the Governing Board shall constitute a quorum for the transaction of business at any meeting.
- G. Voting: Members of the Governing Board shall be entitled to vote on all matters before the Governing Board unless prohibited by law. Each member shall have one vote. Except as otherwise required by law or set forth herein, a Majority of the votes present and entitled to be cast at any duly organized meeting shall decide any question.
- H. Items Requiring Super-Majority Vote for Approval: A Super-Majority vote of the Governing Board (two-thirds of all members) shall be required in order to approve the following items or actions.
1. Approval or amendment of METCOM'S budget, including the User Fee formula;
  2. A decision to ask the Principals to issue debt for or on behalf of METCOM;
  3. A decision to acquire assets, equipment, real or personal property valued at over \$25,000;
  4. Admission of a new Principal or Subscriber;
  5. Appointment of the Executive Director;
  6. Amendments to this Agreement;

7. Expansion of the scope of services provided by METCOM; and
  8. Termination of a Participating Agency for delinquencies in payment of User Fees.
- I. Meeting: The Governing Board shall meet not less than four (4) times per year, at least once each calendar quarter, at a time and place designated by the Chair of the Governing Board or by a majority of its members. Not less than fourteen (14) days advance written or printed notice of regular meetings shall be given to the members of the Governing Board. Public notice, reasonably calculated to give actual notice to interested persons including news media which have requested notice, of the time and place for holding regular meetings, shall also be given and shall include a list of principal subjects anticipated to be considered at the meeting; however the Governing Board may consider additional subjects at the meeting. Special meetings may be called by the Chair upon giving all other members not less than seven (7) days prior notice. No special meeting shall be held without at least 24 hours' notice to the members of the Governing Board, the news media which have requested notice and the general public. In case of an actual emergency, a meeting may be held upon such notice as is appropriate to the circumstances, but the minutes for such a meeting shall describe the emergency justifying less than 24 hours' notice.
  - J. Telephone Conference Meeting: Any regular or special meeting of the members may be by telephone or other electronic communications equipment by means of which all persons participating in the meeting can hear each other. Such meetings are subject to Public Meetings Law if they otherwise qualify by virtue of their deliberative purpose and presence of a quorum.
  - K. Board Rules: Unless otherwise provided, Robert's Revised Rules of Order shall govern all procedural matters that relate to business that is presented to the Governing Board for action.
  - L. Policy: The Governing Board may adopt such policies and procedures as may be necessary to conduct its business, consistent with this Agreement
  - M. Delegation: The Governing Board may delegate responsibility for execution of Governing Board policies and directives and for day-to-day operational decision-making to special committees, subcommittees, and/or an Executive Director, including the hiring and supervision of additional staff positions.
  - N. Compensation: All members and their alternates shall serve without compensation.

- O. Vacancies: In the event of a Participant delegate vacancy, the affected Participating Agency shall submit, in writing, within at least 72 hours in advance of the next board meeting, the name of the Designated Voting Representative (employee) to fill that Participants vacancy to the Governing Board.
- P. Officers: The Governing Board shall have the following officers: the Chair, Vice-Chair and Second Vice-Chair.
1. In even years, the Chair and Second Vice-Chair shall be from a Participating Agency that provides Fire/EMS services and the Vice-Chair shall be from a Participating Agency that provides Police services and in odd years, the Chair and Second Vice-Chair shall be from a Participating Agency that provides Police services and the Vice-Chair shall be from a Participating Agency that provides Fire/EMS services.
  2. The officers shall be initially elected at the first meeting of the Governing Board by majority vote of the members on the Governing Board and shall serve for a two-year term.
  3. The officers shall be limited to serving no more than two terms.
  4. In the event of a vacancy, the position shall be filled by the Governing Board for the remainder of the position's term.
  5. The officers shall have such authority and perform such duties in the management of METCOM as may be designated from time to time by the Governing Board.

## **SECTION 6–JOINT OPERATING BOARD AND SERVICE BOARDS**

- A. Creation and Membership: A Joint Operating Board is hereby created to serve in an advisory capacity to the Governing Board. The Joint Operating Board shall be composed of the combined membership of the Police Service Committee and Fire/EMS Service Committee.
1. Police Service Committee: The Police Service Committee shall consist of the Chief or his/her designee (an employee) from each Participating Agency with a police department, law enforcement agency or equivalent agency or operation directly receiving services from METCOM. Each Participating Agency shall have no more than one seat on the Police Service Committee.

2. **Fire/EMS Service Committee:** The Fire/EMS Service Committee shall consist of the Chief or his/her designee (an employee) from each Participating Agency with a Fire/EMS department or equivalent agency or operation directly receiving services from METCOM. Each Participating Agency shall have no more than one seat on the Fire/EMS Service Committee.
- B. **Board Representatives:** Persons serving on either the Police or Fire Service Board(s) are referred to as Representatives. Representatives may only serve for such time as they are employed by the Participating Agency. When an entity ceases to be a Participating Agency, it will cease having a representative on the Service Boards; provided that entities contributing through 9-1-1 PSAP Tax shall continue to have representation on the Boards.
  - C. **Powers:** The Operating Board shall meet for the purpose of promoting interagency collaboration and cooperation, sharing information, developing proposed Agency operating policy and such other matters as the Governing Board may direct. The Joint Operating Board shall provide advice, information, and recommendations to the Governing Board or the Executive Director as needed from time to time.
  - D. **Alternates:** Representatives to the Boards may designate in writing at least 72 hours in advance of a board meeting one alternate to serve on the Joint Operating Board when such representative is absent or unable to serve provided that such alternate must have operational responsibilities within its respective agency. Alternates may only serve for such time as they are employed by the Participating Agency.
  - E. **No Proxies:** Only the representative or, in the absence of the representative the alternate, may vote on behalf of a Participating Agency. A Participating Agency may not appoint any other person or entity to serve as a proxy.
  - F. **Quorum:** A majority of the members of each Service Board and the Joint Operating Board (or their alternates) shall constitute a quorum for the transaction of business at any meeting of the Joint Operating Board.
  - G. **Voting.** Members of the Joint Operating Board shall be entitled to vote on all matters before the Joint Operating Board unless prohibited by law. Each member shall have one vote. Except as otherwise required by law or set forth herein, a Majority of the votes present and entitled to be cast at any duly organized meeting shall decide any question.

- H. Meetings: The Joint Operating Board and each Service Board shall meet not less than six (6) times per year, once every two (2) months, at a time and place designated by the Chair of the Joint Operating Board. Not less than fourteen (14) days written or printed advance notice of regular meetings shall be given to the members of the Joint Operating Board. Public notice, reasonably calculated to give actual notice to interested persons including news media which have requested notice, of the time and place for holding regular meetings, shall also be given and shall include a list of principal subjects anticipated to be considered at the meeting; however the Joint Operating Board may consider additional subjects at the meeting. Special meetings may be called by the Chair of the Joint Operating Board. No special meeting shall be held without at least 24 hours' notice to the members of the Joint Operating Board, the news media which have requested notice and the general public. In case of an actual emergency, a meeting may be held upon such notice as is appropriate to the circumstances, but the minutes for such a meeting shall describe the emergency justifying less than 24 hours' notice.
- I. Telephone Conference Meeting: Any regular or special meeting of the members may be by telephone or other electronic communications equipment by means of which all persons participating in the meeting can hear each other. Such meetings are subject to Public Meetings Law if they otherwise qualify by virtue of their deliberative purpose and presence of a quorum.
- J. Board Rules: Unless otherwise provided, Robert's Revised Rules of Order shall govern all procedural matters relating to business before the Joint Operating Board.
- K. Policy: The Joint Operating Board may adopt such policies and procedures as may be necessary to conduct its business, consistent with this Agreement.
- L. Compensation: All members and their alternates shall serve without compensation.
- M. Vacancies: In the event of a vacancy, the affected Participating Agency shall submit, in writing, within at least 72 hours in advance of the next board meeting, the name of the representative to fill the vacancy.
- N. Officers: The Joint Operating Board shall have the following officers: the Chair, Vice-Chair and Second Vice-Chair.
1. The Chair and Vice-Chair shall be from opposite disciplines [Fire/EMS and Police]. A Second Vice-Chair shall be elected to serve in the capacity of the Chair or Vice-Chair in the event that the role is not fulfilled.

2. The officers shall be initially elected at the first meeting of the Joint Operating Board by majority vote of the representatives on the Joint Operating Board and shall serve for a two-year term.
3. In the event of a vacancy, the position shall be filled by the Joint Operating Board for the remainder of the position's term.
4. The officers shall have such authority and perform such duties in the management of METCOM as may be designated from time to time by the Governing Board.

#### **SECTION 7 – EXECUTIVE DIRECTOR**

- A. The Governing Board shall select and appoint an Executive Director based upon that person's administrative and technical competence, the Executive Director shall be employed consistent with his/her Employment Contract with the Agency.
- B. The Executive Director shall be the Chief Administrative Officer of METCOM and shall be responsible for:
  1. Implementing Governing Board vision, goals and policies. Agency administration, personnel, purchasing and budget functions in conformance with 9-1-1 policies and rules adopted by the Governing Board.
  2. The Executive Director shall administer the day-to-day operations consistent with the policies adopted by the Governing Board.
  3. The Executive Director shall appoint persons to fill other staff positions, subject to the direction of the Governing Board.
  4. The Executive Director is responsible for hiring, training, discipline and/or discharge of all subordinate METCOM personnel, subject to applicable Agency rules and policies.
  5. The Executive Director is authorized to retain legal counsel, consistent with policy, on behalf of the Agency to meet personnel management and operational requirements of the organization.
  6. The Executive Director shall assist the Service Boards, subject to the direction of the Governing Board.
  7. The Executive Director shall define and establishment service levels.
  8. Such other tasks as determined and assigned by the Governing Board.

- C. The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Governing Board shall enter into a contract agreement with the Executive Director.
- D. The Executive Director shall be responsible for the development, maintenance and update of the agency personnel and policy manual subject to the direction of the Governing Board and with assistance from the Service Boards.
- E. The Executive Director shall actively and continuously consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency services to as to provide maximum and ultimate benefits to the members of the general public. The development, maintenance and update of the policy manual is the responsibility of the Executive Director subject to the direction of the Governing Board and with assistance from the Joint Operating Board.
- F. The Executive Director shall be responsible for ensuring that the Center maintains a quality assurance committee for consistency in reviewing calls for service and assist in establishing consistent guidelines and policy for dispatching consistent with disciplines.

## **SECTION 8 – BUDGET; CALCULATION OF USER FEES; RESERVE FUNDS**

- A. Budget Fiscal Year. METCOM’s budget fiscal year shall be July 1 to June 30 of each year. The Governing Board may in its sole discretion elect to operate on a biannual budget basis and adopt a budget every two years.
- B. Budget Approval. Each fiscal year, the Executive Director shall develop a proposed operating budget based on the Governing Board's approved budget policy direction.
- C. Review by Joint Operating Board. The Executive Director shall present the proposed operating budget for the upcoming fiscal year to the Joint Operating Board on or before February 1 of the prior year for its review and recommendation. The proposed budget, together with all comments from the Joint Operating Board regarding the budget, to include any changes to the User Fees consistent with Section 8. F must be included in the budget and shall be transmitted to the Governing Board by the Executive Director on or before February 1 for approval. The Governing Board shall adopt the budget for the upcoming fiscal year no later than June 30<sup>th</sup>.
- D. Communication with Participating Agencies. Following adoption by the Governing Board, Participating Agencies shall be advised of the programs and objectives contained in the proposed budget, any changes in the User Fee formula, and the

required financial participation for each Principal and Subscriber for the following fiscal year.

- E. Reserve Funds. The Governing Board shall establish both an operating contingency reserve fund and a capital equipment replacement fund and shall call for funding of such reserves in each budget at a level the Governing Board determines appropriate. The goal of the operating contingency reserve fund is to ensure operating funds are on hand to reasonably address unforeseen operating contingencies. The purpose of the capital equipment replacement fund is to minimize large increases in User Fees from year to year resulting from acquisition or replacement of capital, and to fund the timely replacement of aging technology, equipment and systems.
- F. User Fee Formula. As part of the budget deliberations the Joint Operating Board shall make recommendations regarding User Fee formula(s) to the Governing Board, and the Governing Board shall determine the User Fee formula(s). Any changes to the User Fees must be approved by a Super-Majority Vote of the Governing Board.

## **SECTION 9 – OBLIGATIONS OF PARTICIPATING AGENCIES**

- A. Election to Receive Service from Agency. Each Participating Agency shall determine which of its respective public service departments will be directly served by METCOM by completing a service election form substantially in the format attached hereto as Exhibit G.
- B. Payment of User Fees. Each Participating Agency shall pay its User Fees in twelve equal installments payable on or before the tenth of each month or quarterly payments due on or before the first day of the next quarter. Each Participating Agency may determine in its sole discretion whether it will pay monthly or quarterly.
- C. Delinquencies.
  - 1. If any Participating Agency for any reason fails to pay its User Fees when due, compounding interest will immediately begin accruing monthly on such User Fees at a rate of 3% from the due date until paid. METCOM shall, within seven (7) days of the due date, send notice to any delinquent Participating Agency and provide a cure period of not less than ten (10) days from the date of the notice.
  - 2. If the delinquent Participating Agency is a Principal and the User Fees remain unpaid 60 days from the original due date, the Principal shall automatically be converted to a Subscriber on such date.

3. If User Fees are not paid within six (6) months of the original due date, the Governing Board may terminate the delinquent Participating Agency and cease providing services to said Participating Agency.
4. Subscriber contracts shall include terms consistent with these delinquency provisions, that is, interest shall accrue on delinquent payments at the same rate as provided herein, and service may be terminated if fees and interest are not paid in full within six (6) months following the due date.

D. Withdrawal, Termination.

1. Participating Agencies hereby explicitly agree that no Participating Agency may terminate its participation in this Agreement within the two (2) years of the commencement of the Agreement. Upon completion of the first two (2) years of the commencement of this Agreement, Participating Agencies may not terminate its participation in this agreement without giving written notice to all other Participating Agencies not less than six (6) months prior to the end of the fiscal year. Such termination shall become effective at midnight of the last calendar day of the fiscal year in which such notice is given. Failure to give proper notice will result in the Participating Agency wishing to terminate its participation in this Agreement being assessed its User Fee for the following fiscal year in its entirety.
2. A member of the Governing Board representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by a vote of the Governing Board which termination is effective at a future date, shall be authorized to cast votes at meetings of the Governing Board only on budget items to be implemented prior to the withdrawal or termination date. A withdrawing or terminating Principal will be excused from participating in a borrowing program where the debt instruments in support of that program will not be issued until after the Principal is withdrawn or terminated provided that the withdrawing or terminating Principal is not authorized to vote on such borrowing program.
3. A terminating and/or withdrawing Principal is deemed to forfeit any and all rights it may have to METCOM's personal or real property or any other ownership in METCOM unless otherwise provided by the Governing Board; provided further that this forfeit of rights shall not apply to personal property on loan to METCOM from the terminating or withdrawing Principal.

4. The termination and/or withdrawal of a Participating Agency shall not discharge or relieve said Participating Agency of its obligations to pay all User Fees, together with any interest thereon or obligations to make payment in a borrowing program where the Participating Agency was a member during the authorization of any such borrowing program. In the event that a Participating Agency terminates their Agreement with METCOM prior to July 1, 2015; that Participating Agency is responsible for an annual fee of \$7,800 towards the debt obligation incurred, identified in Exhibit 1.

## **SECTION 10 – ASSETS AND EQUIPMENT**

- A. METCOM shall ensure that it has sufficient equipment in good working order to provide the services which are to be performed under this Agreement.
- B. In order to reduce the cost of starting up a new consolidated Emergency Communications Services dispatch operation, METCOM will acquire from NORCOM and SCCC certain assets currently used by these Agencies in their respective dispatch operations. These assets will be acquired by METCOM at prices based on a straight-line depreciation of the value of the assets at the time of acquisition. The timing of acquisition of the equipment will be such as will facilitate both the timely start-up of METCOM services and transition of dispatch services and operations.
- C. Attached to this Agreement as Exhibit D is an inventory of all assets that will be owned by METCOM after it has acquired said assets from NORCOM and SCCC. Also identified are those assets located within or utilized by METCOM that shall remain the property of individual Participating Agencies.
- D. Attached to this Agreement as Exhibit 1 “Assumption and Repayment of Consolidated Debt Obligation” identifies the responsibility of the debt obligation and repayment schedule that METCOM has acquired from SCCC.
- E. METCOM is responsible for providing and maintaining the basic equipment to serve the users. This includes, but is not limited to, the 9-1-1 telephone system, METCOM business lines, CAD computer system, and radio dispatch consoles. Each Participating Agency shall be responsible for purchasing, maintaining and repairing their own mobile, base and portable radio equipment. No Participating Agency may add specific equipment to METCOM without the prior consent of the Governing Board.
- F. Individual equipment added by a Participating Agency must be purchased and maintained by that Participating Agency. The Participant and the Executive Director shall maintain inventory records to show what items are METCOM owned and Participant-owned. In case of dissolution of METCOM or withdrawal of the lending

Participating Agency from METCOM, any property assigned or loaned to METCOM by a Participating Agency shall be returned to the appropriate Participating Agency.

- G. Nothing in this Agreement is intended to alter or affect the existing proprietary rights of the Participating Agencies in certain radio frequencies. All Participants shall retain any and all legal rights to radio frequencies which they possessed prior to their execution of this Agreement.

#### **SECTION 11 – REVIEW AND EVALUATION**

This Agreement shall be reviewed and evaluated by the Governing Board annually.

#### **SECTION 12 - AMENDMENTS**

The terms of this Agreement may only be amended with the consent of a Super-Majority of the Governing Board.

#### **SECTION 13 – ADMISSION OF NEW PARTIES**

Additional Participating Agencies may be added to this Agreement upon such terms and conditions as agreed-upon by a Super-Majority of the Participating Agencies that have signed this Agreement. The admission of additional Participating Agencies shall be incorporated by written addenda to this Agreement, signed by all Participating Agencies. New Parties are responsible for actual start up fees associated with technology and service requirements to include an addition of 10% of their starting user fee for administrative fees associated with implementing services. Initial User Fees will be calculated based upon the Agency adopted discipline user fee formula utilizing the specific criteria that represents an assessed user fee with historical information (call volume, population served, assessed value of district, time associated with service, etc.) which is applicable associated with said Participant.

Upon approval of the Governing Board, a non-voting associate membership may be extended to any political subdivision within the boundaries of Marion, Clackamas and Linn Counties. Associate members may participate in discussion of any non-financial item of business, but may not serve on the budget or executive committees.

#### **SECTION 14 – TERMINATION OF AGREEMENT: DISSOLUTION OF AGENCY**

- A. Upon the Unanimous Vote of all parties to this Agreement METCOM may be terminated and, subject to the direction of the Governing Board, METCOM shall conclude business by a specified date which date shall be at least one (1) year from the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

- B. Upon termination of this Agreement and METCOM, all property then owned by METCOM shall be disposed of in the following manner: All real and personal property shall be sold and the proceeds thereof together with all unexpended funds or reserve funds, following payment of all outstanding liabilities, shall be distributed to those Principals still participating in METCOM on the day prior to the termination date and shall be apportioned between Principals on a pro rata basis based on the portion of User Fees each Principal paid during the preceding five years.
- C. In the event outstanding liabilities of METCOM exceed the value of personal and real property and funds on hand, all Principals shall contribute to such liabilities in the same manner as which they would share in the distribution of properties and funds.
- D. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three (3) Principals remain party to this Agreement, then the remaining parties to this Agreement shall terminate METCOM one (1) year from the first date that only three (3) Principals remain.

## **SECTION 15 – DISPUTE RESOLUTION**

- A. Whenever any dispute arises between the Principals or between the Principals and METCOM (referred to collectively in this section as the “parties”) under the Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this section, which shall also be binding on Subscribers.
- B. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the chair of the Governing Board, the Executive Director, and the representative(s) of the Principal(s), if a Principal(s) is involved in the dispute.
- C. If the parties do not come to an agreement on the dispute or concern, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall equally share the costs of mediation.
- D. If the mediation process cannot be agreed upon within 30 days, or if all parties subject to the dispute agree within 30 days to proceed immediately to arbitration, then the dispute or concerns shall be settled by binding arbitration in accordance with Rules of the Arbitration Service of Portland, or other agreed upon arbitration rules. The location of the arbitration shall be selected in the county of Marion, and its proceedings will be governed by the laws of Oregon. The arbitrator(s) shall be

individual(s) skilled in the legal and business aspects of the subject matter of this Agreement. The costs of the arbitration shall be shared equally. Judgment upon award rendered by the arbitrator(s) shall be final.

## **SECTION 16 – INTERGOVERNMENTAL COOPERATION**

METCOM shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of grant funds for equipment and operations and to enhance the effectiveness of public safety dispatch and public safety records operations and to minimize costs of said public service delivery.

## **SECTION 17 – INDEMNIFICATION AND HOLD HARMLESS**

- A. Each Principal shall, to the greatest extent allowed by law, defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising *out* of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal.
- B. Each Principal shall, to the greatest extent allowed by law, defend, indemnify and hold METCOM and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising *out* of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by METCOM.
- C. Each party shall give the other parties proper notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand or action against such indemnities and will, upon the request of the indemnities, allow the indemnities to participate in the defense thereof, such participation to be at the expense of the indemnities. The indemnities will in any case cooperate fully with the indemnitor in the defense and will, at their expense, provide all relevant documents, witnesses and other assistance within their possession or control upon the reasonable request of the indemnitor. Settlement by the indemnities without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement, a Principal's withdrawal from METCOM or a Principal's conversion to Subscriber status, shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such termination.

## **SECTION 18 – INSURANCE**

METCOM shall purchase insurance in an amount not less than the limits set in the Oregon Tort Claims Act to protect against loss or liability for the actions of METCOM, Governing Board, Joint Operating Board, Police Service Committee, Fire/EMS Service Committee, Executive Director and staff. To the extent practicable, all Participating Agencies shall be named as additional insured on any policy.

## **SECTION 19 – NOTICE**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested.

## **SECTION 20 – NO THIRD PARTY BENEFICIARIES**

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

## **SECTION 21 – SEVERABILITY**

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

## **SECTION 22 - INTEGRATION**

This Agreement contains the entire agreement and supersedes any and all prior written or oral agreements or discussion.

## **SECTION 23 – EFFECTIVE DATE OF AGREEMENT; DURATION**

This Agreement and any amendments thereto, shall be executed on behalf of each Participating Agency by its duly authorized representative and pursuant to an appropriate resolution. The agreement shall be deemed adopted and effective on \_\_\_\_\_. This Agreement shall automatically renew each year unless terminated as set forth herein.

## **SECTION 24 – COUNTERPARTS**

This Agreement may be signed in counterparts. Each Participant shall send one copy of this Agreement signed by its authorized signatory to: Director, Marion Area Multi Agency Emergency Telecommunications Center, 1060 Mt. Hood Ave., Woodburn, OR 97071. Such copy shall also list the name and address of the person to whom all notices under the Agreement are to be sent.

**AUMSVILLE FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**AURORA FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF AUMSVILLE**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF AURORA**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF DONALD**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF GATES**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF GERVAIS**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF HUBBARD**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF IDANHA / DETROIT**

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

\_\_\_\_\_  
Title:

**CITY OF JEFFERSON**

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

\_\_\_\_\_  
Title:

**CITY OF MILL CITY**

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

\_\_\_\_\_  
Title:

**CITY OF MT. ANGEL**

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

\_\_\_\_\_  
Title:

**CITY OF SCOTTS MILLS**

By:

Date

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Title:

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**CITY OF SILVERTON**

By:

Date

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Title:

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**CITY OF ST. PAUL**

By:

Date

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Title:

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**CITY OF STAYTON**

By:

Date

---

Title:

---

**CITY OF SUBLIMITY**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF TURNER**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF WOODBURN**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**DRAKES CROSSING FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**GATES FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**HUBBARD FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**IDAHNA / DETROIT FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**JEFFERSON FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**LYONS FIRE DISTRICT**

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

\_\_\_\_\_  
Title:  
\_\_\_\_\_

**MARION COUNTY**

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

\_\_\_\_\_  
Title:  
\_\_\_\_\_

**MILL CITY FIRE DISTRICT**

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

\_\_\_\_\_  
Title:  
\_\_\_\_\_

**MONITOR FIRE DISTRICT**

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

\_\_\_\_\_  
Title:  
\_\_\_\_\_

**MT. ANGEL FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**ST. PAUL FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**SILVERTON FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**STAYTON FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**SUBLIMITY FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**TURNER FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**WOODBURN FIRE DISTRICT**

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

Title: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 1**  
**Assumption and Repayment of Consolidated Debt Obligation**

A Assumption of Debt. As part of the consolidation of NORCOM and SCCC, METCOM will assume the debt of SCCC for the building located at 911 Jetterson Way, Stayton, Oregon. It is the intention of the Principals to the extent possible to commit the use of User Fees to pay off the debt and to pay off the debt in full within the first two years of the consolidation of operations with METCOM.

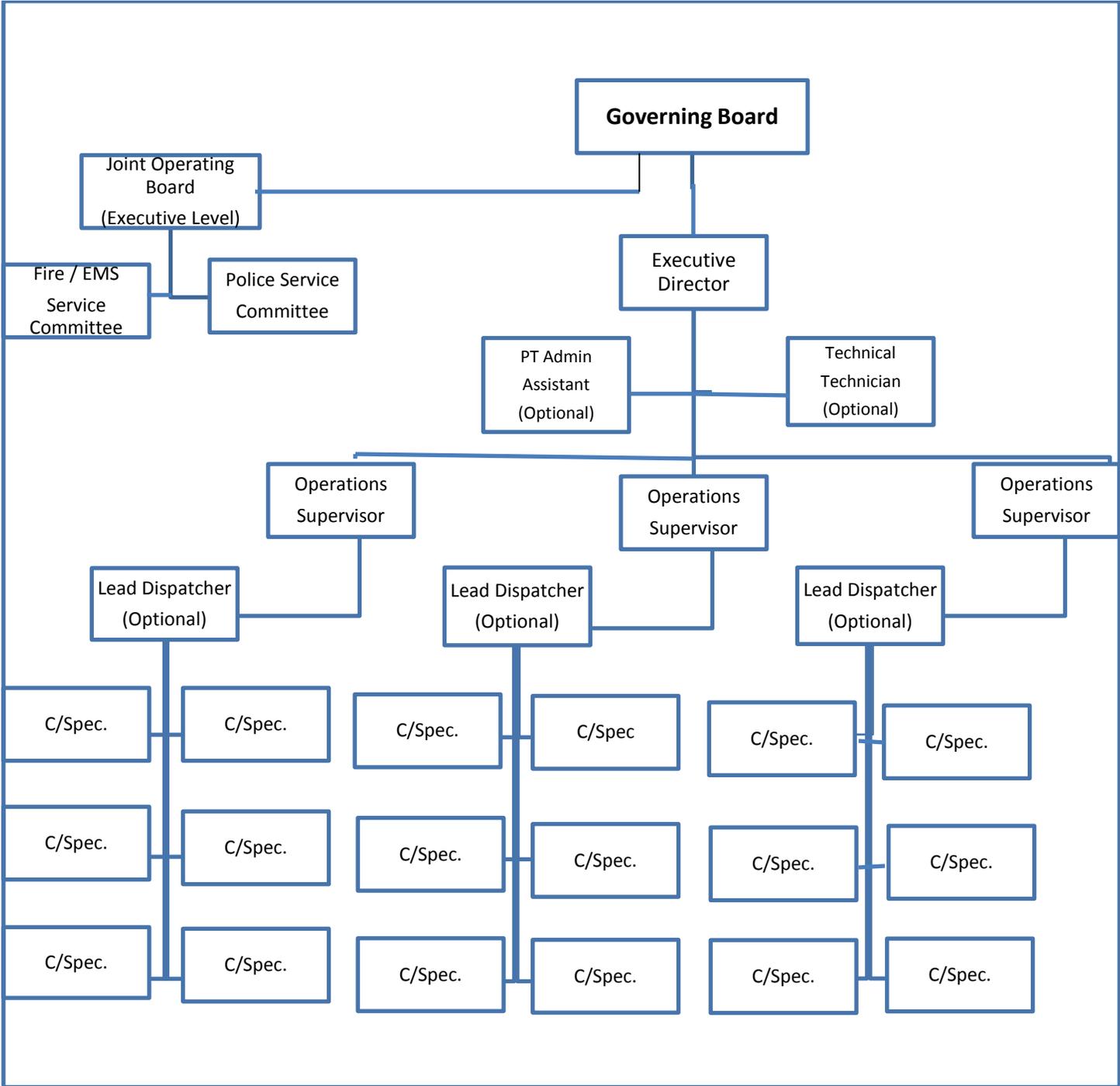
B Umpqua Bank Payment Schedule.

TRANSACTION	DATE	PAYMENT AMOUNT
Debt Obligation	March 2013	\$397,000.00
Payment from SCCC FY 12-13	May 2013	-105,000.00
FY 2013-14 METCOM Payment	12 monthly @12,561 ea	-150,732.00
FY 2014-15 METCOM Payment	11 monthly @12,561 ea	-138,171.00
Final Payment	June 2015	-3,097.00
Balance	July 2015	\$ 0.00

C User Fees During Transition Period. The Transition Period shall commence upon execution of the agreement and end upon the retirement of the associated debt or the beginning of FY 2015-2016 whichever occurs first. In the event that unforeseen circumstances occur with relation to the revenue source effecting METCOM's ability to pay the building debt obligation in full prior to June 30, 2016; the transition period will be extended for an additional 12 months. User fees shall be established at their current level for all Participants and shall not increase more than three (3) percent per year during the Transition Period, unless by separate contract with a Subscriber. Upon the completion of the Transition Period the parties agree to open negotiations that will result in a user fee formula as described under section 8 and may and may include a fee "Smoothing" period as agreed to by the parties in any such future negotiations.

- a. The budget for METCOM during the Transition Period shall be adopted substantially as set forth in Exhibit C, subject to amendment as a result of any grants or other funding awarded to METCOM.
- b. User Fees during the Transition Period for Participating Agencies that were previously a part of NORCOM or SCCC shall be as stated in Exhibit C-2.
- c. Participating Agencies that were not previously a part of SCCC or NORCOM shall pay such User Fee as may be determined by the Governing Board.
- d. Upon completion of the Transition Period, or upon payoff of the debt, the Governing Board shall adopt a new User Fee formula, which shall be implemented beginning in the fiscal year 2015-2016.

**EXHIBIT A**  
**METCOM ORGANIZATIONAL CHART**



**EXHIBIT B**

<b>Principals</b>	<b>Subscribers</b>
Aumsville Fire District	Santiam Memorial Hospital
Aurora Fire District	Woodburn Ambulance
City of Aumsville	Bureau of Land Management
City of Aurora	Marion County Public Works
City of Donald	US Forest Service
City of Gates	
City of Gervais	
City of Hubbard	
City of Idahna Detroit	
City of Jefferson	
City of Mill City	
City of Mt. Angel	
City of Scotts Mills	
City of Silverton	
City of St. Paul	
City of Stayton	
City of Sublimity	
City of Turner	
City of Woodburn	
Drakes Crossing Fire District	
Gates Fire District	

Hubbard Fire District	
Idahna Detroit Fire District	
Jefferson Fire District	
Lyons Fire District	
Marion County [Public Works & Sheriffs]	
Mill City Fire District	
Monitor Fire District	
Mt. Angel Fire District	
Silverton Fire District	
St. Paul Fire District	
Stayton Fire District	
Sublimity Fire District	
Turner Fire District	
Woodburn Fire District	

**EXHIBIT C**

**METCOM FISCAL YEAR 2013-2014 BUDGET**

		-----	<b>FISCAL YEAR</b>	-----
<b>FUND</b>	<b>DESCRIPTION</b>	<b>PROPOSED</b>	<b>2013-2014</b>	
<b>ACCT</b>		<b>BUDGET</b>	<b>BUDGET</b>	<b>ADOPTED</b>
			<b>BUDGET</b>	<b>BUDGET</b>
	<b>9-1-1 OPERATIONS FUND</b>			
	<b>REVENUE</b>			
<b>4010</b>	<b>Working Capital Carryover</b>	<b>100,000</b>		
<b>4020</b>	<b>Interest Revenue</b>	<b>5,000</b>		
<b>4030</b>	<b>State 9-1-1 Telephone Tax Rev.</b>	<b>450,000</b>		
<b>4040</b>	<b>Woodburn Fire District</b>	<b>104,386</b>		
<b>4050</b>	<b>Monitor Fire District</b>	<b>10,180</b>		
<b>4060</b>	<b>Hubbard Fire District</b>	<b>16,999</b>		
<b>4070</b>	<b>Aurora Fire District</b>	<b>42,810</b>		
<b>4080</b>	<b>St. Paul Fire District</b>	<b>10,950</b>		
<b>4090</b>	<b>City of Hubbard (Police)</b>	<b>47,882</b>		
<b>4100</b>	<b>Woodburn Ambulance Services</b>	<b>159,053</b>		
<b>4110</b>	<b>City of Woodburn (Police)</b>	<b>352,812</b>		
<b>4120</b>	<b>Miscellaneous Revenue</b>	<b>17,000</b>		
<b>4130</b>	<b>State 9-1-1 MSAG Reimbursement</b>	<b>2,000</b>		
<b>4140</b>	<b>Drakes Crossing Fire District</b>	<b>5,496</b>		
<b>4150</b>	<b>Mt. Angel Fire District</b>	<b>20,629</b>		
<b>4160</b>	<b>City of Mt. Angel (Police)</b>	<b>58,316</b>		
<b>4170</b>	<b>Silverton Fire District</b>	<b>67,350</b>		
<b>4180</b>	<b>City of Silverton (Police)</b>	<b>147,124</b>		
<b>4600</b>	<b>USFS &amp; BLM</b>	<b>72,528</b>		
<b>4700</b>	<b>City of Aumsville</b>	<b>77,096</b>		
<b>4710</b>	<b>City of Stayton</b>	<b>230,860</b>		
<b>4720</b>	<b>City of Sublimity</b>	<b>3,065</b>		

4730	<i>City of Turner</i>	55,255		
4740	<i>Bureau of Land Management- South</i>	9,056		
4750	<i>Marion County Public Works</i>	31,860		
4760	<i>Aumsville RFPD</i>	30,827		
4770	<i>Detroit/Idahna RFPD</i>	14,020		
4780	<i>Gates RFPD</i>	14,251		
4790	<i>Jefferson RFPD</i>	46,311		
4800	<i>Lyons RFPD</i>	34,108		
4810	<i>Mill City RFPD</i>	15,627		
4820	<i>Stayton RFPD</i>	44,996		
4830	<i>Sublimity RFPD</i>	31,941		
4840	<i>Turner RFPD</i>	35,932		
4850	<i>Santiam Memorial Hospital</i>	86,687		
4900	<i>Misc SCCC Rent</i>	15,000		
		-----	-----	-----
*****	<b>TOTAL 9-1-1 COMMUNICATIONS FUND REV.</b>	<b>2,467,405</b>		
		-----	-----	-----
		-----	-----	-----
*****	<b>TOTAL 9-1-1 COMMUNICATIONS FUND REV.</b>	<b>2,467,405</b>		
		-----	-----	-----

**METCOM FY 2013-2014 Revenue Detail**

**RESOURCES:** **\$2,467,405**

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- 4010 Working Capital Carryover** **\$ 100,000**  
*Monies available from the prior year's operation is budgeted and brought forward to the current year. This is a conservative amount as the two budgets are not aligned and will be merged together in forming the new entity. Working capital carryover from previous organizations [SCCC and NORCOM] will be combined and transferred to combined budget.*
- 4020 Interest Revenue** **\$ 5,000**  
*Revenue generated from deposits earning interest in the State Government pool or bank.*
- 4030 State 9-1-1 Telephone Tax** **\$ 450,000**  
*Monies collected by utility companies for providing 9-1-1 access and are distributed by the State on a per capita basis for 911 public safety answering point services.*
- 4040 User Fee's** **\$1,878,405**  
**4850** *Member agencies are assessed a user fee for call taking, radio dispatching, radio maintenance, computer technical services, etc. This includes Contract for Service Agencies as users.*
- 4120 Miscellaneous Revenue** **\$ 17,000**  
*Revenue received by assessing charges under public records law for providing copies of CAD records, tape records; items disposed of through sale or auction; any other revenue received from a source other than identified in items 4040-4850 to include Grant Opportunities. Proposed Revenue from Instructor Development courses and Shared Everbridge system. Reimbursement revenue for expenditures associated With CAD and other maintenance agreements paid initially by NORCOM.*
- 4130 State 9-1-1 MSAG Reimbursements** **\$ 2,000**  
*Reimbursement from the State 9-1-1 Program for expenses incurred to develop and maintain the enhanced 9-1-1 Master Street Address Guide (MSAG) for the METCOM response area. Eligible costs include personnel, materials and services.*
- 4900 Miscellaneous SCCC Facility Lease Revenue** **\$ 15,000**  
*Anticipated and Projected revenue from tenants of the facility Located at 911 Jeters Way, Stayton to offset the loan obligation.*

	<b>METCOM BUDGET</b>	-----	FISCAL YEAR 2013-2014	-----
FUND	DESCRIPTION	PROPOSED	APPROVED	ADOPTED
ACCT		BUDGET	BUDGET	BUDGET
	<b>9-1-1 OPERATIONS FUND</b>			
	<b>PERSONNEL SERVICES</b>			
5010	Salaries	1,314,349		
5020	Overtime	45,000		
5030	Worker's Compensation	3,200		
5040	Social Security [FICA - WB]	102,037		
5050	Medical, Dental Ins.	272,520		
5060	Retirement	143,041		
5070	Life, Long Term Disability Ins.	5,588		
5080	Unemployment Ins.	0		
		-----	-----	-----
	<b>*** TOTAL PERSONNEL EXPENSES ***</b>	<b>1,885,735</b>		
		-----	-----	-----
	<b>MATERIALS &amp; SERVICES</b>			
6010	Telephone	43,000		
6020	Office Supplies & Printing	4,500		
6030	Postage	500		
6040	Office Machine Rental	4,150		
6050	Travel Reimbursements	7,500		
6055	Public Education Program	1,000		
6060	Training/Conference/Memberships	9,000		
6070	Office Equipment Rpr./Mntce.	3,000		
6080	Communications Equip. Rpr/Mntce.	95,000		
6090	Engineer & Technical Services	18,000		
6100	Rent. Utilities & Maintenance	29,000		
6105	SCCC Building Services/Utilities	7,000		
6120	Property, Liability, Bond Ins.	18,200		
6130	Administrative & Legal Services	18,000		
6140	Accounting & Payroll Services	27,200		
6150	Materials & Services, N.O.C.	10,000		
		-----	-----	-----
	<b>** TOTAL MATERIALS &amp; SERVICES EXP. **</b>	<b>295,050</b>		
		-----	-----	-----

	<b>OPERATIONAL CAPITAL OUTLAY</b>			
<b>7010</b>	<b>Office Equipment Replacement</b>	<b>7,500</b>		
<b>7020</b>	<b>Communications System</b>	<b>34,200</b>		
		-----	-----	-----
	<b>*** TOTAL CAPITAL OUTLAY EXPENSES ***</b>	<b>41,700</b>		
		-----	-----	-----
	<b>DEBT OBLIGATION</b>			
<b>8010</b>	<b>SCCC Building Obligation</b>	<b>150,000</b>		
	<b>CONTINGENCY</b>			
<b>9010</b>	<b>Operating Contingency</b>	<b>20,000</b>		
		-----	-----	-----
	<b>** TOTAL CONTINGENCY **</b>	<b>20,000</b>		
		-----	-----	-----
	<b>** TOTAL 9-1-1 COMMUNICATIONS FUND</b>			
	<b>9-1-1 DEVELOPMENT FUND</b>			
	<b>PERSONNEL SERVICE RESERVES</b>			
<b>5025</b>	<b>Accrued Vacation/Annual Leave</b>	<b>12,000</b>		
<b>5030</b>	<b>Worker's Compensation</b>	<b>650</b>		
<b>5040</b>	<b>Social Security</b>	<b>2,720</b>		
<b>5050</b>	<b>Retirement</b>	<b>3,150</b>		
<b>5080</b>	<b>Unemployment</b>	<b>12,000</b>		
		-----		
	<b>*** TOTAL PERSONNEL EXPENSES ***</b>	<b>30,520</b>		
		-----		
	<b>RESERVE CAPITAL OUTLAY</b>			
<b>7020</b>	<b>Communications System Reserves</b>	<b>40,000</b>		
<b>7030</b>	<b>Facilities</b>	<b>2,000</b>		
<b>7040</b>	<b>Furniture Replacement</b>	<b>2,400</b>		
		-----		
	<b>*** TOTAL CAPITAL OUTLAY EXPENSES ***</b>	<b>44,400</b>		
		-----		
	<b>**** TOTAL 911 DEVELOPMENT FUND</b>	<b>2,467,405</b>		

**LINE ITEM DETAILED DESCRIPTION:**

**PERSONNEL SERVICES: \$1,885,735**

*Covers twenty-four (24) full time communication positions and funding for on-call part time/admin employees. Personnel services expenditures also include workers compensation insurance, social security insurance, medical, dental, life, long term disability and AD&D insurance, retirement and overtime funding. Reference the Personnel Expenditure Spread Sheet for detail summary for each line item and category totals. The proposed personnel services budget includes funding for a third combined supervisor and a Technical position. Line items were reduce in the Material and Services portion of the budget in effort to offset labor services from radio technician and Computer service technician in the event a technical position is supported. If this position is not funded then additional funding will need to be placed in appropriate materials and services to support the contracted service requirements from third party vendors.*

**MATERIALS AND SERVICES: \$295,050**

*The Materials and Services broken down by line items:*

**6010 Telephone Services \$ 43,000**

*Administrative business lines, long distance, fax cellular, paging, radio transmission lines, remote dial up lines and Interpreter Services are included in this line item.*

*City of Woodburn Phone Expense:  
Century Link and SCTC- METCOM Direct Phone Expense:  
Language Line = \$8,400 [conservative]  
Modem Lines including Radio lines:  
Long Distance Charges  
Miscellaneous phone equipment purchase/service:  
Ethernet Connections between Facilities and Radio Sites*

**6020 Office Supplies and Printing \$ 4,500**

*General office supplies and professional printing and reproduction*

**6030 Postage \$ 500**

*Mailings of account payables, responsible party information and various other operational postal needs to include tape requests. Utilization of electronic communication is desired and encouraged by the Agency in effort to reduce postal expense.*

**6040 Office Machine Rental** **\$ 4,150**

*Monthly lease and maintenance for copier, alpha pagers and radio repeater rentals.*

*IKON Copy / Fax / Printer Lease Agreements  
Radio Repeater Lease Agreements*

**6050 Travel Reimbursements** **\$ 7,500**

*Mileage reimbursement to employees who utilize their personal vehicles for business purposes, (travel to and from meetings, training seminars and conferences). Out of State or out of area travel expenses for transportation and lodging expense.*

**6055 Public Education Program** **\$ 1,000**

*Publication of 9-1-1 information brochures in English, Spanish and Russian; stickers, coloring books and promotional items for public safety community events and the elementary school education program. Public education materials for Reverse 911 and Everbridge System.*

**6060 Training, Conference & Memberships** **\$ 9,000**

*Registration/ Tuition / Instructor Fees to maintain basic level of certification as required by ORS.; attend professional conferences, participate in professional organizations.*

**6070 Office Equipment Repair & Maintenance** **\$ 3,000**

*Office equipment (printers, computers, fax & copier) repair/maintenance*

**6080 Communication Equipment Repair & Maintenance** **\$ 95,000**

*Maintenance for Voice Loggers, New World Systems CAD and software maintenance contracts, shared Maintenance contract for server, Moducom Radio maintenance.*

Voice Logger Maintenance: \$5,000  
 UPS Maintenance: \$2,600  
 IT Support Services: \$18,000  
 New World Systems Maintenance: \$45,000 [CAD and all Interfaces]  
 Complete Wireless Solutions: [offset by staffing Technical position]  
 Everbridge: \$12,400 [anticipate some revenue to offset]  
 Other Radio/System Emergencies  
 Misc not otherwise defined.

**6090 Engineer & Technical Services \$ 18,000**

*Any services that are contracted for individual or shared remote System expenses for user agencies will be billed accordingly. This is a conservative amount budgeted for the security system and the Technical assistance and the continued maintenance of the server systems which is a shared expense with the City of Woodburn for monthly technical service agreements to include each p.c. on the network and printers.*

**6100 Rent, Utilities & Maintenance \$ 29,000**

**6105 911 Jettters Way Building Services / Utilities \$ 7,000**

*Monthly maintenance to included utilities.*

**6120 Insurance (Liability, Bond, Property) \$ 18,200**

*Facility, property, radio sites tort and bond insurance costs*

**6130 Administrative & Legal Services \$ 18,000**

*Professional services for labor relations, negotiations, and legal Counsel. Mid fiscal year will begin the Negotiation process.*

**6140 Accounting & Data Services \$ 27,200**

*Professional services for monthly account management and reconciliation, payroll services, annual audit expense.*

*Payroll / A/P:  
 Annual Audit Report:  
 Audit Filing Fee:  
 W2 Processing:  
 Direct Deposit Fees:*

**6150 Materials & Services, N.O.C. \$ 10,000**

*Publication of position vacancies, budget meetings and hearings, pre-employment criminal background investigations, pre-employment physicals, employee recognition activities, other unanticipated expenses not in any other category.*

**OPERATIONAL CAPITAL OUTLAY: \$41,700**

**7010 Office Equipment \$ 7,500**

*Small office equipment acquisition, replacement and maintenance, including potential for printers, monitors, calculators, replacement of radio touch screen monitors and p.c.*

**7020 Communications System \$ 34,200**

*Radio/Telephone headset acquisition and replacement. Computer Software purchases and upgrades. Anticipate Moducom upgrade and voter system upgrades.*

**DEBT SERVICE: \$150,000**

**8010 Debt Service \$ 150,000**

*911 Jettens Way [SCCC] Building Obligation*

**CONTINGENCY: \$20,000**

**9010 Operating Contingencies \$ 20,000**

*Funds to cover expenditures, which might occur, and which cannot be foreseen and planned for in the budget process. This is a conservative amount.*

**RESERVES PERSONNEL SERVICE \$ 30,520**

*Money budgeted in this category represents existing and anticipated liability for employee accrued vacation and annual leave along with related expenses for worker's compensation, social security, pension contributions and unemployment benefits assessments. The agency is a reimbursing employer for unemployment benefits.*

**RESERVE CAPITAL OUTLAY :** **\$44,400**

**7020 Communications System Reserves** **\$40,000**

**7030 Facilities** **\$ 2,000**

*Facility repair and maintenance.*

**7040 Furniture** **\$ 2,400**

*Chair Replacement – Misc other furniture Items*

**EXHIBIT C-2 METCOM USER FEE SCHEDULE**

<b>POLICE</b>	<b>USER FEE 2013-2014</b>	<b>USER FEE 2014-2015</b>
	<b>3% INCREASE</b>	<b>3% INCREASE</b>
City of Aumsville	\$77,096.00	\$79,409.00
City of Hubbard	\$47,882.00	\$49,318.00
City of Stayton	\$230,860.00	\$237,786.00
City of Turner	\$55,255.00	\$56,913.00
City of Mt Angel	\$58,316.00	\$60,065.00
City of Silverton	\$147,124.00	\$151,538.00
City of Woodburn	\$352,812.00	363,396.00
<b>FIRE</b>		
Aumsville FD	\$30,827.00	\$31,751.81
Aurora FD	\$42,810.00	\$44,094.00
Detroit / Idahna FD	\$14,020.00	\$14,441.00
Gates FD	\$14,251.00	\$14,679.00
Jefferson FD	\$46,311.00	\$47,700.00
Lyons FD	\$34,108.00	\$35,131.00
Mill City FD	\$15,627.00	\$16,096.00
Stayton FD	\$44,996.00	\$46,346.00
Sublimity FD	\$31,941.00	\$32,899.00
Turner FD	\$35,932.00	\$37,010.00
Hubbard FD	\$16,999.00	\$17,509.00
Mt Angel FD	\$20,629.00	\$21,248.00
Monitor FD	\$10,180.00	\$10,485.00
St Paul FD	\$10,950.00	\$11,279.00
Woodburn FD	\$104,386.00	\$107,517.00
Silverton FD	\$67,350.00	\$69,371.00
Drakes Crossing FD	\$5,496.00	\$5,661.00
<b>EMS</b>		
Santiam Memorial Hospital	\$86,687.00	\$89,288.00
Woodburn Ambulance	\$159,053.00	\$163,825.00
<b>OTHER CONTRACTS</b>		
BLM – South	\$ 9,056.00	\$9,328.00
Marion Co Public Works	\$31,860.00	32,816.00
USFS & BLM Contract	\$72,528.00	\$74,703.84

**EXHIBIT D**  
**EQUIPMENT ASSET LISTING**

**[Equipment Asset List to be Attached]**

## EXHIBIT E

### NORCOM AND SCCC EMPLOYMENT ISSUES

- A. The transfer of employees from NORCOM and SCCC to METCOM will be governed by the provisions of ORS 236.605-236.640 and the terms of this Agreement.
- B. The transfer of all employees from NORCOM and SCCC to METCOM will be effective at \_\_\_\_\_ [time] on \_\_\_\_\_, at which time their respective employments with NORCOM and SCCC will terminate.
- C. NORCOM and SCCC shall furnish all employment records to METCOM at the time of transfer.
- D. Effective \_\_\_\_\_ [date], METCOM will recognize the North Marion County Dispatch Association (NMCDA) as the exclusive bargaining representative of all regular full-time and regular part-time employees who are regularly scheduled to work at least ninety (90) hours a month in the job classification of Communications Specialist/Dispatcher. Effective \_\_\_\_\_ [date], METCOM will assume the current (July 1, 2011 to June 30, 2014) collective bargaining agreement between NORCOM and NMCDA, as supplemented and modified by the terms of the Transfer and Merger Agreement negotiated between NORCOM, SCCC, NMCDA and SCDA. (Attachment \_\_\_\_)
- E. Effective \_\_\_\_\_ [date], NORCOM will cease to be an employer.
- F. Effective \_\_\_\_\_ [date], SCCC will cease to be an employer.
- G. METCOM shall place each transferred employee who was employed in the bargaining unit positions of Dispatcher or Communications Specialist/Dispatcher for SCCC and NORCOM immediately before the transfer date in the position of Communications Specialist/Dispatcher.
- H. The wages, benefits and other terms and conditions of employment of all transferred bargaining unit employees shall be governed by the terms of the collective bargaining agreement between NORCOM and NMCDA, as supplemented and modified by the terms of the Transfer and Merger Agreement.
- I. METCOM shall also place each transferred employee who was serving in non-bargaining unit positions for SCCC and NORCOM immediately before the transfer date in a position comparable to the position the employee enjoyed under prior employment, subject to the following:

- J. In determining a comparable position, METCOM shall consider the employee's educational and physical qualifications, experience, and the salary, duties and responsibilities of prior employment.
- K. If METCOM finds that no comparable position exists, the employee shall be offered a lesser position, if such position is available, according to the qualifications of the employee as determined by METCOM. Such findings and placement shall be subject to a hearing upon the employee's request and subject to review under ORS 34.010 to 34.100.
- L. If METCOM finds that no position exists, the employee shall be listed as a regular laid-off employee and shall have priority to appointment over other persons eligible for any position for which the employee is qualified.
- M. The non-bargaining unit transferred employees shall not have their salary or wage rate reduced as a result of the transfer during the first 12 months of employment with METCOM. After the first 12 months of employment, the transferred employee shall be placed at the closest salary for the position as designated under METCOM salary schedule.
- N. All wages earned and unpaid at the time of transfer become due and payable by the transferring employer not later than the end of the first business day after the effective date of the transfer.
- O. Non-bargaining unit employees shall retain the seniority they accrued under their prior employment with NORCOM and SCCC respectively. The crediting of seniority shall apply for all purposes, including relative seniority for layoffs, shift preferences, vacation preferences, etc., as well as placement on the salary schedule, vacation accrual and other wage and hour benefits.
- P. On the effective date of the transfer, the total number of vacation, holiday compensatory time and other paid time off (PTO) hours accrued by the transferred non-bargaining unit employees while employed by NORCOM or SCCC will be credited to their accounts with METCOM. The parties understand and agree that holiday and vacation hours accrued by employees who were formerly employed by SCCC will be credited to their combined PTO accounts.
- Q. Likewise, on the effective date of the transfer, transferred non-bargaining unit employees will be credited with the sick leave they had accrued while employed by NORCOM or SCCC.

- R. Retained accrued leave from a transferring employer, when used, shall be paid at a rate not less than the rate at which the leave was earned.
- S. After the effective date of the transfer, METCOM shall grant any leaves to non-bargaining unit employees according to its own personnel policies and procedures.
- T. At the time of transfer, the transferring employer shall pay to METCOM a sum equal to the number of hours of vacation leave, compensatory holiday pay, FLSA compensatory time and other accrued PTO retained times the employee's prior applicable rate of pay, including language, certification and other incentives routinely included in the employee's hourly pay.
- U. In the event that any transferred employee is subject to a waiting period for coverage of preexisting conditions under the health insurance plan of METCOM, METCOM shall arrange for a waiver of such waiting period with its health insurer. The transferring employer shall reimburse METCOM for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed 12 months.

## EXHIBIT F

### PROPOSED EMPLOYEE TRANSFER AND MERGER AGREEMENT

This Agreement is entered into by and between North Marion County Communications ("NORCOM"), Santiam Canyon Communications Center ("SCCC"), North Marion County Dispatch Association ("NMCD") and Santiam Canyon 911 Dispatchers' Association ("SCDA").

**WHEREAS**, it is the desire of the NORCOM and SCCC to merge their 911 communication functions through the transfer of functions previously performed by SCCC and NORCOM to METCOM under the terms of the an Intergovernmental Agreement, to be approved by the governing bodies of those agencies.

**WHEREAS**, the bargaining unit employees employed by NORCOM and the SCCC are represented by NMCD and SCDA.

**WHEREAS**, the representatives of NORCOM and SCCC have reached agreement with NMCD and SCDA regarding the impact of the decision to transfer and merge 911 communication functions to METCOM and the effect of that transfer on the employees in the single merged bargaining unit.

**WHEREAS**, as a result of those negotiations, the parties have reached agreement on the terms of the transfer and merger of the bargaining units, it is hereby agreed that in the event the Intergovernmental Agreement is approved and executed, such transfer and merger will be effectuated as follows:

1. METCOM agrees to offer employment as Communication Specialist/Dispatchers to all persons employed by SCCC in the classification of Dispatcher and all persons employed by NORCOM in the classification of Communication Specialist/Dispatcher effective on the date of the transfer.
2. It is understood and agreed that the Dispatchers and Communication Specialist/Dispatchers transferred from SCCC and NORCOM to METCOM will become subject to the collective bargaining agreement between NORCOM and NMCD effective on the date of the transfer. Accordingly, except as set forth in Section 2.a. below or as compelled by law, all eligibility for benefits and other entitlements under SCCC's collective bargaining agreement with the SCDA shall cease on the effective date of the transfer.

- a. All transferred employees, at the option of the employee, may elect to continue under any retirement system in which the employee was participating prior to transfer or, if the employee meets the qualifications therefore, the employee may elect to participate in the Retirement system available to employees of METCOM. The employee's election shall be in writing and made within 30 days after the date of transfer. If the employee elects to continue under the retirement system in which the employee was participating prior to transfer, the employee shall retain all rights and be entitled to all benefits under that system, the employee shall continue to make contributions to that system and METCOM shall make contributions on behalf of the employee to that system as required of employers participating in that system, as if the transfer had not occurred.
3. Bargaining unit employees shall retain the seniority they accrued under their prior employment with NORCOM and SCCC respectively. Effective on the date of the transfer, the employee rosters for NORCOM and SCCC will be consolidated into a single seniority list. The crediting of seniority shall apply for all purposes, including relative seniority for layoffs, shift preferences, vacation preferences, etc., as well as placement on the salary schedule, vacation accrual and other wage and hour benefits.
4. In order to avoid any interruption or overlap in medical, dental, disability or life insurance benefits, the SCCC will continue the transferred employees on its medical, dental, life and disability insurance policies through the last day of the month in which the transfer becomes effective. Effective on the first day of the following month, employees transferred from SCCC to METCOM will be eligible for coverage under the insurance programs set forth in the current collective bargaining agreement between NORCOM and NMCDA. It is understood and agreed that any payment or reimbursement between NORCOM and SCCC necessary to effectuate the transition will be subject to the terms of the Intergovernmental Agreement and will not adversely affect the benefit eligibility of transferred employees.

5. On the effective date of the transfer, the total number of vacation, FLSA compensatory time, holiday compensatory time and other paid time off (PTO) hours accrued by the transferred employees while employed by NORCOM or SCCC will be credited to their accounts with METCOM. The parties understand and agree that holiday and vacation hours accrued by employees who were formerly employed by SCCC will be credited to their combined PTO accounts.
6. Likewise, on the effective date of the transfer, transferred employees will be credited with the sick leave they had accrued while employed by NORCOM or SCCC.

Again, it is understood and agreed that any payment or reimbursement necessary to effectuate these benefit credits will be subject to the terms of the Intergovernmental Agreement between NORCOM and SCCC and will not adversely affect the benefits of transferred employees, as set forth in this Agreement.

This Agreement represents the entire Agreement of the parties and supersedes all prior and contemporaneous oral or written understanding statements, representations or promises relative to the impact of the merger of NORCOM and SCCC. The parties expressly represent that there are no other understandings, representations or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above.

**THE PARTIES AGREE** that they understand all of the provisions of this Agreement and execute it voluntarily with full knowledge of its significance and consequences.

**NORTH MARION COUNTY COMMUNICATIONS CENTER:**

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

**NORTH MARION COUNTY DISPATCH ASSOCIATION:**

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

**SANTIAM CANYON COMMUNICATIONS CENTER:**

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

**SANTIAM CANYON 911 DISPATCHERS' ASSOCIATION:**

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

**EXHIBIT G**

**Initial Election to Receive Emergency Service Communications from METCOM**

*All Participating Agencies shall complete and submit this document to METCOM upon execution of the Agreement.*

*The undersigned, as a Principal or Subscriber under the Marion Area Multi Agency Emergency Telecommunications Center INTERGOVERNMENTAL AGREEMENT DATED AS OF \_\_\_\_\_, 2013, (the "Agreement") hereby confirms that it elects to receive from emergency service communications from METCOM as defined in the Agreement, for its*

- \_\_\_\_\_ *Law Enforcement department/operation*
- \_\_\_\_\_ *Fire/Emergency Medical Services department/operation*
- \_\_\_\_\_ *Public Works department/operation*
- \_\_\_\_\_ *Bureau of Land Management Services department/operation*
- \_\_\_\_\_ *Other Contracted Service Organization \_\_\_\_\_*

*As and when such a service becomes available in accordance with the Agreement. Contact information for the elected department/operation(s) is set forth below.*

*Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.*

*Principal: \_\_\_\_\_  
(name of agency/organization)*

*By: \_\_\_\_\_  
(authorized agency representative)*

*Its: \_\_\_\_\_  
Title*

*Contact information for Served department/operation(s). Please provide the following:  
(Name, Title, Address, Phone and e-mail):*

*Executive Director  
1060 Mt. Hood Ave,  
Woodburn, OR 97071  
503.982.2344 office  
503.982.2375 fax*