

**AGENDA**  
**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

**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 – February 12, 2013
- II. Planning Commission Meeting Minutes – February 05, 2013
- III. Historic Review Board Minutes –January 2013

**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.**

**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**

**6. Discussion with Traffic Safety Commission**

**7. Reports**

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

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

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

**C. Public Works Department's Report** – ( 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**
- **Discussion on possible Saturday Market**

**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 .

- Second reading and passage or fail

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

**C. Discussion and or Action on Ordinance Number 469 Adopting Franchise Agreement Extension with Portland General Electric.**

**9. New Business**

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

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

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

**10. Old Business**

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

## **11. Adjourn**

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

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

STAFF PRESENT: Kelly Richardson, City Recorder  
Jan Vlcek, Finance Officer  
Pete Marcellais, Marion County Deputy  
Otis Phillips, Waste Water Superintendent

STAFF ABSENT: Bob Southard, Water Superintendent

VISITORS PRESENT: Kris Sallee, Aurora  
Phil Hankins, Aurora  
Charles Donald, Aurora  
Steve Lewis, Aurora  
Rodger Eddy, Portland  
Lori Sahlin, 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, came in after roll call  
Councilor Vlcek - present

**3. Consent Agenda**

- I. City Council Meeting Minutes – January 08, 2013
- II. Planning Commission Meeting Minutes – January 03, 2013
- III. Historic Review Board Minutes –December 13, 2012

No comments on minutes

**Correspondence**

**I. Pudding River Watershed Council Report**

**II. LCDC Meeting Notice**

**III. League of Oregon Cities Overview of Services Provided.**

**IV. STIP information sheet**

**V. Urban Project List Aurora Informational**

Motion to approve consent agenda was made by Councilor Vlcek and 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.

**Guy Sperb, Aurora**, addresses Mayor and Council for discussion about the planting strips along 99E, virtually nothing has been done with them. I don't know the maintenance plan for the city but it's not working, we sponsored one of the benches after my father died and I have tried to keep it up. There should be some type of routine maintenance happening to keep these up.

I don't have an answer but we should talk about it. Mayor addresses this he agrees that it's out of control, from my own personal opinion it was a mistake to plant the strips in the first place, I will talk to triple T they currently maintain the City Park. Karen Townsend chimes in and informs everyone that the individual property owners are responsible for maintenance of the planter strips, this was a requirement when the work along 99E was done by ODOT. It is very clear who keeps up the strips and who does not.

**Councilor Vlcek** is this something that can go under the parks committee and Mayor Taylor states that it should be contracted out and you're not going to get owners to help maintain these strips as history shows.

**Finance Officer** Vlcek points out that the city doesn't have the funds to contract this out.. Karen Townsend asks, is there some reason they can't keep it up. They just need to be reminded that it's their responsibility. City Recorder Richardson speaks up and states that the city has informed the property owners many times with no avail.

We can notify everyone on the strip, but I still think that asking Triple T is our first step. Councilor Sahlin will talk to parks committee.

**Karen Townsend**, informs the council about the recent contact with the producer for community of distinction from fox news it's very much an economic development segment I have talked to them and provided many links it does cost 20,000 for this it is a bit premature on this since you don't have a set agenda yet for this. I just wanted to provide you with the information.

**Charles Donald, 14736 Albers Way**, moving the light on Albers Way, I did have a short chat about this situation With Bob Southard and he informed me there will be a cost of 2,000 dollars to move the light. Councilor Sahlin asks them to check in next month please we

have been very busy with the water line project up on Airport Rd. It will need to be hand dug because of where it is located. I indicated that where he is digging that it would be right on the sewer line. Mayor Taylor it is still on track. We are a few years into this however and we do apologize for that.

Councilor Sahlin I would add that it would be 3 to 4 weeks out and I think we need to stop giving deadlines and not make them.

**5. Discussion with Parks Committee**

**6. Discussion with Traffic Safety Commission**

**7. Reports**

**A. Police Chief's Report** – (not included in your packet) as you saw last month here is some of our pie charts to generate these statistics. Our IT dept is working on the logistics for this so we can report the information requested.

- 17 calls most of which were on Monday and Tuesday and 7 of them were not taken by me so other deputies are coming out to respond.
- I have made contact with Traffic Safety Committee former members we have a meeting scheduled, I have invited Marion County Traffic team along with ODOT.
- The first discussion will be about the 99E crosswalk by the post office I hope to get lights at that crosswalk.
- We brought out the speed trailer and placed it on Ottaway and 1600 vehicles drove down Ottaway the average speed was 23 miles per hour and 33 was the highest so the speed problem is just not there. We are getting speed signs put up again.
- Now that we have a Traffic Safety Committee we will address other areas around town to see what other needs are. First on the list will be Main Street it's like a drag strip.
- Working with Marion County school on safety and lock down drills
- We will start a national night out it's a community event Marion County does we answer questions for the community and just have a good time.
- There were no submissions for the Aurora patch and so I have a the County is working on a design I have about three to look at.

Councilor Graupp informed Councilors that at the school board meeting we were recognized for having our officer attend to the school safety needs.

Councilor Vlcek explains with court last week I spoke to Sergeant Cornforth about the fact that Pete has a history with court for Marion County and we will not be charged for the time away from Aurora and we will only be charged for the time he is here.

No more questions.

**B. Finance Officer's Report – Financials** (included in your packets)

1. **Revenue & Expense Report**, The report looks good and very straight forward.

- I have a proposed budget calendar the nights I am proposing are on Wednesday evenings except the public hearing. I have a list of our members and I have not contacted Byron yet I think we should declare these positions open and then contact him to see if he wants to attend or not.
- I want to point out all of the hard work that has been done at City Hall moving offices.
- Kelly and I will be attending the CIS conference this month to get Insurance rate information.

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)

- . The park situation is in progress and in the meantime we have fenced it off.
- The water line is hooked up from bridge to the road it's all ran except the 2 inch line up to the houses. This should fix the dirty water problem, 50% of our town is still on old pipes and so the filter cannot get all of it.
- Councilor Vlcek, why when you're putting the time to put in 2 inch and the whole ground is up why not put in a 4 inch line because the property owners and contractors would have to bring it up to code and bring in fire hydrants. Southard this is flex hose and we don't have to dig a ditch for this we are just stringing it through the existing line.

No more questions.

No more questions at this time.

A. Waste Water Treatment Plant Update (from Otis Phillips), he is sick and has been excused.

- Report is attached
- Everything is looking good
- Currently the plant is shut down, if we don't need to run I try to save on electricity.
- I would like to declare the surface aerators as surplus, with Council permission, Council states we already approved that it is a policy item under your preview to do so.
- Last thing I caught wind that City Salem is taking other cities sludge and we talked about it. They are offering to take our sludge at 5 cents a gallon and trucking costs at 7 cents a gallon so 12 cents a gallon and we get rid of sludge when you did this last time you paid over 2 dollars a gallon. . You will never see this again and you cannot beat this price and

I can't even do this as cheap with the bags and this would be a quick fix and it would get us up to date. Just a redistribution of money, and I think we need to jump on this now.

Councilor Graupp, can this truck make it down your road, Otis yes, can we get the numbers by next meeting and get a commitment written up and so we can review it so City Attorney Koho can look at it.

- It is the consensus of the Council to get a contract from Salem and the Trucking Company over to Koho for approval and move forward on this.
- This is a brief discussion about the grease interceptors and the issues resulting from grease being dumped down the drain and the issues that it can cause. Discussion about inserting something in the city newsletter to ask citizens to avoid dumping grease down their drains.

No questions from Council

**C. City Recorder's Report** (not included in your packet) Richardson I did not prepare a report at this time; I had ran out of time while gathering all of the Council items. Everything has been going fine and we are just continuing with routine items. Thank you to Councilor Vlcek, for the new City Hall Entrance sign and all of your hard work.

No Questions from Council.

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

- **Rodger Eddy update**, we sent the notice to him, I have not heard from him as of yet. City Recorder, Richardson states he has put in a records request on 2006 minutes and council packets. Councilor Sahlin asks if we are keeping a file on all of this Richardson says yes.
- We have made some collection efforts on the water filtration situation however we have not seen payment or a response as of yet.
- Ordinance dealing with animals has not been completed as of yet, Mayor Taylor states I am not sure that is really what we want to do at this point we may just see how it goes.
- **Ordinance discussion on Neon Signs and the process to follow.** This is not just an ordinance reading and simple passage. This would be an actual code change and require a public hearing and notice, City Recorder, Richardson states that it may not be an issue and may be addressed in the upcoming proposed code changes currently happening with Title 17

**10. 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 .

- First Reading. Is read by Title only. No questions.

**11. Old Business**

A.

**12. New Business**

- A. Discussion and or Action on Proposal/Agreement for Consulting Arborist Services for the Health and Hazard Assessment/Arborist Report for the Aurora City Park.** About a year ago we had a meeting with the Parks Committee and Public Works at which time Bob Southard had pointed out certain trees that need to come down and one of the trees that Bob said would come down did on the play structure. If we can't use SDC money we can move forward however if we can't then The City is not sure where to find the funding for this project. .
- The City Attorney states if it is an increase in use then you could. Councilor Graupp why are we going through this process and Councilor Sahlin states that Bob is not qualified and the parks committee is not happy about his performance. I would like to be the go between for the Committee and Public Works.
    - Councilor Sahlin we will put together the RFP and put it out for proposal. We will get it prepared Mayor Taylor would like permission from Council go ahead to go out for a qualified arborist Mayor Taylor doesn't want to wait on this so can I get Council approval to move forward on this when we complete the RFP

Councilor Vlcek makes a motion to put out and prepare a RFP by the parks committee for a qualified professional to determine the fate of the tree stand in the park and is seconded by Councilor Graupp motion passes.

Councilor Graupp proposes to bring core samples to the extension office to see if this is something they can do as well it may save us a few dollars and time.

Councilor Sahlin I want to take all of this information to the park committee first.

- B. Discussion and or Action on Different or Clarifying Code Enforcement in and around the City.** Code Enforcement will be turned over to Officer Marcellais. City Recorder, Richardson clarifies that the Council wants Deputy Marcellais to handle all code enforcement actions again the answer is yes.

**Discussion then turns to more about the Economic Development Committee that has been talked about in previous meetings, which was not on this agenda.**

We have 4 people on the committee and we are working towards who the players are and what they bring to the table. We need to get another meeting together and see how we are going to move forward. We do not need any more than 7 people. Would a chamber of commerce be beneficial in Aurora? We heard that the chamber got sued and they couldn't get insurance. Karen Townsend addresses this statement because she is the past president I don't know how it would have missed your notice in 2003 a women tripped over a hose or electrical cord we were sued and then the insurance went up and we couldn't afford it anymore so we reformed in the form of a visitors association so far the members have been working well. We do best on tourism and we put our focus on visitor association, most everyone in the downtown area businesses are members.

- o ACVA is really more of a marketing group 85 dollars a year we approach all members when they come to town we do not have a staff and we do have a website and we do not have overhead. We have a marketing director and we do the pamphlet and paper and contact cards at the beach these items have helped because we are able to keep our doors open and we are noted for tourism. Once this committee gets going we should contact the ACVA that has quite a name in and around the STATE.

- C. Discussion and or Action on City Email and City Web-Site.** Councilor Graupp, sent an email to Woodburn City Administrator and they have a 3 person staff in there IT Dept and they are starting to contract out there services to other cities it's a win for them and also for other smaller entities. I am speaking with them about the web-site Councilor Graupp states that our volunteer Johnathan Gibson can't keep up, Richardson states that it not a matter of keeping up it's more that I can't get people to give her the information. Let's look at getting a quote.

Chairman Schaefer being in attendance summarizes the discussion at the Planning Commission meeting, first 15 minutes free but at the same time her expertise is worth something we pay for any initial information as long as its quick and at no cost but there are times that it goes further and then it starts to cost us her time and our money. The Planning Commission had decided that this would be a good way to handle these situations.

- D. Discussion and or Action on Updated Fee Schedule for Planning Commission Fees.** Mayor Taylor, states he gave her clear direction about 6 months ago and if someone contacts her out of the blue she is to then tell them it has to come from staff or council or there is an additional charge.

My discussion with staff was who is going to make the determination, Renata and she will then tell the client that they must fill out an application to go further.

Write a resolution and get it in place so we have a clear history of the form and fee.

- E. Discussion and or Action on presentation of title 17 by Chairman of Planning Commission and or next steps.** Chairman Schaefer of The Aurora Planning Commission addresses the Council, this will be a brief presentation since last September we have been looking at the HRB guidelines and determined that these are very complex and found in 3 places in the code
- Title 16
  - Title 17
  - Design Guidelines 103 numbered sections in guidelines themselves and then you will likely find other information in the Aurora Municipal code that applies as well. Applicants that come in are confused and frustrated and they are unclear of what to do and or to fill out the correct paperwork needed. My proposal was to simplify this and my first effort to simplify is here before you tonight in the form of a revised Title 17 as a regulatory document and then the HRB guidelines are only an advisory document.
  - Now the 134 pg document is now 34 pages. The goal here was to make it a yes or no answer. So it would be easier to read. Currently the Guidelines apply to all of the properties with no variation at all.
  - My proposal has variations to pre 1920 and post colony and the dividing line is Dec 31, 1920 there are rules for the contributing structures which are tougher however 1921 Non Contributing or later the rules are much simpler and are more relaxed.

Mayor Taylor, Once you have an almost final copy then I think that we could look at either a workshop or a town hall meeting.

Councilor Vlcek asks about alterations being done on a structure on a contributing property and the front of the structure is in historic district and then the back of the structure is out of the historic district. (This question is geared towards a sky light situation).

Chairman of the HRB Karen Townsend states if you're standing on Main Street you may not be in the historic district however you are still viewing the district.

Townsend also states that sky lights are currently not allowed on either a primary or secondary structure.

Mayor Taylor states I think we are ready for a workshop; let's go before March 12, let's go for the HRB meeting on the 28<sup>th</sup>

During a brief discussion on availability it is decided to have the workshop at the regularly scheduled Planning Commission meeting March 5<sup>th</sup> at 7 pm.

Karen would like to speak to it and I have been on this board and I see this code written and rewritten and I see this as a skeleton. It is important to understand what a contributing primary

and secondary structure colony structure is. These are not to be touch and then secondary such as the Miller House, this is a structure that shouldn't be touch as well or heavily regulated. On the Historic register where it is named at the state level and these are recognized for it. I encourage you to go through the museum and see why City Councils before you thought that this was so very important to preserve.

When we get this done we are going to ask SHPPO to come and make our district a certified historic government. When this is completed we will be able to receive funding for all sorts of types of projects and updates.

Councilor Sahlin states most of us have lived here a long time and so I think we know how this works.

Townsend let's not look at this as a problem or a negative let's look at it as a positive. Because of our nationally recognized Historic District it has put us on the map, we are known for our historic district take that away and we will not be unique.

Councilor Graupp presents some of the original documents that were filed with the state for your reading pleasure and study I will send out some links that I have come across that could be quite helpful.

Councilor Vlcek asks does history show that all barns or accessory structures as being shorter than the house (primary structure) because currently secondary structures can't be taller than the primary structure and that is true of all the entire town not just the HRB district.

- F. Discussion and or Action on ODOT Speed Study and Recommendation letter from Planning Commission. Chairman Schaefer, states** Although we didn't get all of what we wanted at least they did recommend a reduction in the speed coming down the north end of town. The Planning Commission recommendation would be to accept the study as is. They start with various classifications of the speed and the property area surrounding it and this is a state highway and I just can't see our other wish list happening at this time. Maybe as more growth happens at the south end of town they will see it our way.

Councilor Graupp I say let Marion County help fight that battle at this point and if we fight this study we could lose.

A motion to accept the ODOT speed study and the Planning Commission recommendation is made by Councilor Graupp and seconded by Councilor Sahlin, Motion passes Councilor Vlcek opposed. Motion passed.

**13. Adjourn**

A motion to adjourn the February 12, 2013, meeting at 9:39 p.m. was made by Councilor Sahlin and seconded by Councilor Vlcek. Motion Passed Unanimously.

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Greg Taylor, Mayor

ATTEST:

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Kelly Richardson, City Recorder

**Minutes**  
**Aurora Planning Commission Meeting**  
Tuesday, February 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  
Renata Wakeley, City Planner

**STAFF ABSENT:**

**VISITORS PRESENT:** Bill Graupp, Aurora

**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
Commissioner, Willman	Present
Commissioner, Gibson	Present
Commissioner, Graham	Present
Commissioner, Fawcett	Present
Commissioner, Braun	Resigned
Commissioner, Sallee	Present

**3. Consent Agenda**

**Minutes**

- I. Aurora Planning Commission Meeting –December 04, 2012
- II. HRB Minutes
- III. City Council – November 13 , 2012

Chairman Schaefer, states a few clerical errors in the minutes and has given to City Recorder Richardson, the biggest item that I would like to talk about is my potential conflict of interest with the potential view corridor at Liberty Street since I do own property there. So I just want it to state it clearly, I have decided that because of that I will say my piece however I will not participate in any decisions on that issue. There were also a few routine edits with the discussion with title 17. Richardson has those so are there any other comments on the minutes hearing none. They move onto the other minutes as presented.

**Correspondence**

- I. **Information on LED light in Historic Districts**, I would like to discuss under title 17.
- II. **Agenda and Information on Mid-Willamette Valley Commission on Transportation MWACT**, I am planning to go to the meeting to give a 3 minute pitch there was a

meeting last month where the group went through some potential projects and they have decided that we are still in the running so Wakeley will put some paperwork together for me and I will speak about it. Wakeley informs PC what the information will be continuation of 99E curbs and sidewalks and Commissioner Graham worked on this application with me they have about 16 million but it is a situation where they are prioritizing those projects, and there is potential that some of the items on the list could be funded another way and you are competing with other entities and so it's from Bobs Ave going to Ottaway Rd is the proposal, it is not as much linear feet as the first proposal however they are basically identical.

- III. **Land Conservation and Development Commission Notice**, just a meeting notice for their January meeting I am not sure if there is any interest to anyone.

**A motion is made by Commissioner Gibson to accept the consent agenda as stated with changes proposed and is seconded by Commissioner Sallee. 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.

Councilor Graupp is in the audience as the Council Liaison

#### 5. New Business

**A. Discussion and or Action on Marion County TSP Project list for Aurora**, is asking where our issues may overlap, and we are providing to them our project list (pg 3 or 4). At this Point Karen Odenthal, Marion County Traffic Engineer is requesting input at this point; I don't think it would hurt to prioritize as well. So I think that we can take a look at our project list and see if there is any overlap at this point.

The view corridor did not make it on the agenda, City Recorder Richardson had forgotten to add it to the agenda and my fear is that in a few of these it may cause an interruption of our view corridor that we are working on. So I am wondering if we want to flag some of the issues associated with this project list as a potential view corridor interruption.

- There is a light proposed at Airport and Ehlen so I think a traffic signal might be ok but we are not in favor of anything erected high enough to impede the view.
- The second one is also on Ehlen Rd but a little further East; you have the view across the flood plain across the City skyline, From Ehlen Rd looking towards the right towards the southeast.
- The next location is on Liberty Street just south of Bobs Ave a location there where there is a flag lot and then a long drive way the other property driveway abuts it you have an area where you have two driveways with no development on them and so you have a straightforward view. Again Schaefer states that he owns a property on the west side of that liberty street view, so again I won't make any decision regarding this issue however I would like to point out that this is all private property. I think it is different that we regulate over private property verses property with that said I think we want to consider how to regulate because potentially the surrounding property owners could at anytime want to build on their property and disturb that though
- Although your code is very strict in the 100 year flood plain area as to what you can and cannot build in that area.

- Are there any comments on the view corridors hearing none from PC City Planner Wakeley states as follows;
- Wakeley states a concern of Chairman Townsend of the HRB Wakeley states she has made comment that the south Ehlen Rd, she has stated that nothing could go there and what does would be subject to HRB and although your code is very strict in the 100 year flood plain area as to what you can and cannot build in that area. It would be subject to HRB since it is in the district. However, since it is in the jurisdiction of the County It is not clear if they would have to obtain a certificate of appropriateness.
- Councilor Graupp states that SHPPO states that no city government can regulate outside of its boundaries however we could make a comment and they may listen or not. Wakeley is not sure of what Marion County requirements are on accessory structures and I do not think they have to even notify us often times they do. Wakeley I am not clear of what the County requires for building in the flood plain often times they allow and I do not think they have to notify us.
- Since we are reviewing or providing comment I (Wakeley) can certainly share our concerns with them at this time.
- Chairman Schaefer comments that he thinks that this is the best way to go.

**B. Discussion and or Action on Aurora Speed Study Provided by ODOT**, we are bumping up on a deadline so Council has asked us to provide comment. I am pleased that they have done such an extensive study.

The short version is that essentially that on the north side of town coming over the hill toward the river and approaching south of 4<sup>th</sup> street about 250 feet near The General Store ODOT is recommending a reduction in the speed zone. At or about the lone elder intersection to 40 and at bridge from 45 to 40 and after the bridge from 30 to 25 and leaving it at 25 to at about 250 feet south of 4<sup>th</sup> street. From there continuing south there is no recommendation of a speed reduction. However they do recommend an increase from 30 to 35 after the store and then from 35 to 50 once you get past Orchard Ave.

Chairman Schaefer is all in favor of this I am sorry to see that at the south of town they didn't see fit to reduce the speed limit on the south end of town which was what were really hoping for, but this north side drop is nice. No comments at this time from anyone.

I would point out that on the second page I noticed that their data doesn't mention storm drainage and I think this data should be forwarded to Bob Southard I think it will be a great resource.

Chairman Schaefer states my feelings are that half a lower age is better than nothing. I think that if we have more development in the south end of town then maybe we can revisit it.

Planning Commission consensus is to thank them for their research and study and accept it as is and we can revisit south end of town later when development occurs.

City Planner Wakeley there was one other matter concerning 99E either we can talk about it now or I can bring it up under my report. Let's talk about it now.

City Planner, Wakeley informs Planning Commission on the current corridor study and we talked about the items that they listed and we gave them to Dan Fricke and he stopped in and I received a letter and I provided them to Planning Commission and he states that he can remove recommendation 1 and 2 and we can keep option 3. We hear you on this and so do they want me to completely remove these options 1 & 2 he is willing to come out and speak to Planning Commission and Council and talk to them about these concerns. Do we leave the data in the report and just state that the city doesn't agree or completely remove the options? Fist response we don't like them let's remove them Councilor Graupp states I believe there was an option 4 was a low cost option. The consensus is to remove them altogether.

- ❖ I will let him know he doesn't need to come out but please thank him for his offer.
- ❖ Chairman Schaefer we are going to continue with title 17 and drop the guidelines review at this point.

## 6. Old Business

- A. **Discussion and or Action on Historic Review Board Guidelines**, as discussed briefly above.
- **Review of Title 17 revisions,**
  - I have changed some language on commercial windows it now reads that it needs to be wrapped in wood.
  - Roofing material on commercial district with sloping roof, 17;36;080 sub E is being tweaked..
  - Roofing material should be on comp roof (added slope roof is prohibited) it refers to all residential and commercial.
  - Chairman Schaefer comments sloping metal roofing currently our code reads 35 feet and in this it says 27 feet why would we want to lose 8 feet?
  - 16:20 and 16.22 Historic Overlay it would be my understanding that you were bringing in 16;20 and 16:22 into title 17 so I have been comparing as we go and I missed that and I am going to propose that we move 16;20 and 16;22 into the title 17 revision so everything regarding historic properties is in one place.
  - Through a short discussion it is decided to keep the 35 foot language.
  - Discussion ensues about a specific height of green house on the corner of liberty and it is tall currently its 5 to 6 feet below right of way. Wakeley states that currently the bldg goes with grade and some may remove it, there is always a way to go against the rules.
  - The whole point is to make it easy to use, you could use abutting right away, Wakeley concern is that we change the common and then the bldg dept has to remember to approve by our city standards which would be different from any other city standards. I think you convinced me that this won't work and I think that we should use the language currently in the code and not address these complications until they happen. I will check definition of story as well. Height to adjacent grade.
  - Wakeley asks questions, about the next steps Chairman Schaefer plans to make brief presentation to council at next meeting and show them a draft and inform them why we are moving items from the guidelines into title 17 to avoid confusion and overlapping documents.
  - Is Council going to want a work session yes , this is just a status report at this point I am proposing an open house so citizens can way in and ultimately Planning Commission and Council will need to have a public hearing. Short and sweet the 1920 concept and age of structure and contributing or non-contributing.
  - Appendix B will be a reference document and HRB will be able to amend this document when they want to but we need to reference it in the Comp Plan to see if they have their authority. Commissioner Sallee states a comment and it is clarified that appendix B is the guidelines and so we need to differentiate between the two.
  - Aside from that the key issue what year was the property built. There is also who has the authority to add a property to the list or inventory, contributing is 1920 or earlier. We have a document that states what is contributing or Non-Contributing because of the document that SHPPO prepared for us. .
  - We need to try to distinguish the differences from our list and SHPPO that is why pre 1920 works.

- Councilor Graupp has a copy of original document filed with SHPPO he points out the categories on file. Contributing, Non-Contributing.
- We are removing the regulatory effect of the guidelines and they are now a reference and advisory only so this is why we could give them the authority to change the document as needed because it's not the regulatory document.
- Chairman Schaefer is saying b is the inventory and A is the guidelines.
- No more discussion at this time.
- **LED Signs for Businesses**, the City Council and other parties have been looking at the sign code because of a recent business complaint about neon open signs, originally we had asked HRB to look at the sign code however we have not seen a draft and it is unclear if they are working on it or not. With that said I made changes in section 17.20.060 sub 5 to allow for a certain size LED open sign. The concern was that people could not identify whether or not the business was open or closed as follows;
  - ❖ I have stated that we allow one LED sign per business. Now in your packet you see information provided by Chairman Townsend against LED signage and I say that these areas mentioned are more of a walk through community and I say that Aurora is more of a drive through area so I say it's needed. Size limited to less than 3 square feet.
- Commissioner Fawcett states he is against lit signs I think we should just allow a larger white on black sign. The argument is that no one can see it. Commissioner Sallee states that on pg. 430 part of the introduction of the HRB guidelines reads that we want to be economically preserved, further reads a that a balance be maintained.
  - There is some discussion on other alternatives rather than LED and to the fact that they would need to be already made so that they are affordable and readily available.

It is the consensus of the Planning Commission that they like the language as proposed for LED signage in the Historic District.

- **Windmills for Power Generation**, a lot of people are looking at windmills again, so do we want to address this now since we are reviewing it. Chairman Schaefer I don't know personally how prevalent they were in the 19<sup>th</sup> century. Now satellite dishes are now limited in size. What are your thoughts at this point, question is are they permitted outside of the district. No one really answers to this.
  - ❖ 35 feet is the height restriction you are looking at as regulated by FFA
  - ❖ Commissioner Fawcett raises the question about solar panels and Wakeley states that because of senate bill 3516 you cannot restrict them. This would be on a case by case basis.
  - ❖ They decide to change the wording pre 1920 is not allowed and 1921 or later there is a review process done during the building permit process.

7. **Commission Action/Discussion**

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

A. City Planning Activity (in Your Packets) Status of Development Projects within the City.  
I received a call about the old Harrison property and he expressed interest in turning it back into a trout pond.

- HRB going through sign code review and two of these properties do not conform anymore because they have changed ownership
- Beal family pre-app meeting review this conversation was about annexation. Along with current SDC charges and that they would be very high. If they were to annex that they would have to bring up the water line to a 10 inch pipe.
- Manufactured home and building permit for Fermin Ramirez.
- Ross food cart property actually currently in violation because of junk everywhere. Discussion about whether or not we should issue permit.

Schaefer we are still short members please tell your friends.

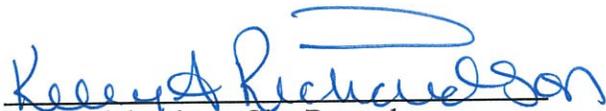
9. **Adjourn 9:05 P.M.**

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



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

**ATTEST:**



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

## recorder

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**From:** Angela Carey [acarey@orcities.org]  
**Sent:** Wednesday, February 20, 2013 5:08 PM  
**To:** Angela Carey  
**Cc:** Erin Doyle  
**Subject:** Land Use Legislative Action Team  
**Attachments:** LandUseBills2-20-13.pdf

Dear City Official:

The legislative session has begun and the League will be relying on you to aid in our advocacy efforts. The relationship that you have with your legislator is going to be extremely important this session, since the League has such an aggressive agenda. You are receiving this email because your legislator serves on a key Land Use Committee and/or you serve on one of the League's policy committees. The Land Use committees will be hearing bills related to policy issues around annexation, land use, parks, eminent domain, urban growth boundaries, and one of the League's top five priorities population forecasting.

The League is hoping that you will be willing to serve on our Land Use Legislative Action Team throughout session, which will allow you to keep up with the happenings on the committee(s) by email updates and if needed conference calls. Then the League will rely on you to be our "go to" when we need you to contact your legislator. If you are not interested in participating in this process or would like to include anyone else from your city in the email group please let me know.

I have attached a complete list of land use bills that have been introduced to date. Below is a list of bills that are cities should pay particularly close attention to.

**HB 2253:** This bill is one of the League's top priorities for this session and would require the state to contract with a third party, the Population Resource Center of Portland State University, to perform a population forecast for cities and counties every four years. In addition the population forecast would not be an appealable land use decision.

**HB 2028:** The League testified in opposition to this bill on Tuesday, February 19. HB 2028 would prohibit a city or district from requiring consent by a landowner to eventual annexation in exchange for providing "extraterritorial services" when a city or a district is providing service on behalf of another local government pursuant to an intergovernmental agreement. In addition, the bill would void all prior consents to annexation which were signed on the basis of receiving "extraterritorial services" from a city based on an intergovernmental agreement. The bill has not been scheduled for a work session and the League is in the process of drafting an amendment that would make it more favorable to cities.

**HB 2617:** A public hearing on this bill was also held on Tuesday, February 19 but the bill was carried over to Thursday, February 21. The League testified in opposition on Tuesday. HB 2617 requires a double majority vote in elections proposing annexation of islands of 100 acres or more, where a vote is required by law, charter, ordinance, or resolution. Votes of current residents and the landowners in the area proposed for annexation would be counted separately to determine if annexation was supported by these separate majorities. The bill would maintain the current single majority calculation that combines residents and landowners votes, when elections are required, if the acreage to be annexed is less than 100 acres.

**HB 2618:** The League testified in opposition to HB 2618 on Tuesday, February 19 as well. This bill as written allows a city to withdraw part of the territory of a special district that has been annexed or incorporated into the city only when the city will become the service provider.

**HB 2254, HB 2255 and HB 2256:** All these bills are a part of the Governor's Office UGB streamlining plan; they are currently undergoing a process of redrafting that the League has been heavily involved in. The League anticipates that these bills will be subjects of hearings in March.

**SB 220:** The League supports SB 220, which would require that a person seeking to appeal a land use decision or limited land use decision to the Land Use Board of Appeals must be adversely affected by the decision.

The League looks forward to working with you to make this a successful legislative session for cities!

Sincerely,

Angela



**Angela Carey, Intergovernmental Relations Research  
Associate**

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***Helping Cities Succeed***

League of Oregon Cities

<a href="#">HB 2028</a>	<b>Position</b>	<b>Priority</b>	<b>Assigned To</b>	<b>Category</b>
<a href="#">Bill Info</a>	Oppose	1	Erin Doyle	Land Use

**Summary:** Prohibits city or district from requiring consent by landowner to eventual annexation in exchange for providing extraterritorial service when city or district is providing service on behalf of another local government pursuant to intergovernmental agreement. Declares consent by landowner to annexation obtained by city or district prior to effective date of Act void if consent was demanded for service provided outside boundaries of city or district on behalf of another local government pursuant to intergovernmental agreement. Clarifies language authorizing city or district to require consent to eventual annexation in exchange for providing extraterritorial service to landowner. Takes effect on 91st day following adjournment sine die.

2/19/13 H - Public Hearing scheduled.  
 1/22/13 H - Referred to Land Use.  
 1/14/13 H - First reading. Referred to Speaker's desk.

<a href="#">HB 2200</a>	<b>Position</b>	<b>Priority</b>	<b>Assigned To</b>	<b>Category</b>
<a href="#">Bill Info</a>	Neutral	4	Erin Doyle	Land Use

**Summary:** Allows owner of land to receive liquidated damages in amount not to exceed \$1,000 in action in which owner establishes that owner closed land to specific activities and defendant entered upon land and engaged in prohibited activities without permission of owner.

1/22/13 H - Referred to Land Use.  
 1/14/13 H - First reading. Referred to Speaker's desk.

<a href="#">HB 2253</a>	<b>Position</b>	<b>Priority</b>	<b>Assigned To</b>	<b>Category</b>
<a href="#">Bill Info</a>	Support	1	Erin Doyle	Land Use

**Summary:** Requires Portland State University Population Research Center to issue population forecasts for land use planning that are currently produced by counties. Declares emergency, effective July 1, 2013.

1/22/13 H - Referred to Land Use.  
 1/14/13 H - First reading. Referred to Speaker's desk.

<a href="#">HB 2254</a>	<b>Position</b>	<b>Priority</b>	<b>Assigned To</b>	<b>Category</b>
<a href="#">Bill Info</a>	Monitor	1	Erin Doyle	Land Use

**Summary:** Creates option for cities with population of less than 10,000 to project need, based on population growth, for inclusion of land within urban growth boundary. Establishes priority for selection of land for inclusion. Declares emergency, effective on passage.

1/22/13 H - Referred to Land Use.  
 1/14/13 H - First reading. Referred to Speaker's desk.

<a href="#">HB 2255</a>	<b>Position</b>	<b>Priority</b>	<b>Assigned To</b>	<b>Category</b>
<a href="#">Bill Info</a>	Monitor	1	Erin Doyle	Land Use

League of Oregon Cities  
 2013 Regular Session  
 Bill Summary Report

**Summary:** Modifies planning period for inclusion of land within urban growth boundary from 20 years to 15 years. Creates option, for purpose of inclusion of land within urban growth boundary, for projecting number of new jobs and demand for land to meet employment needs. Establishes process for designating industrial reserves separate from processes to designate other urban reserves. Authorizes Economic Recovery Review Council to receive and process applications from local governments for expedited project review of specified traded sector development that has siting needs that cannot be met in urban areas of county in which siting is proposed. Modifies sunset provision for council.

1/22/13 H - Referred to Land Use.  
 1/14/13 H - First reading. Referred to Speaker's desk.

[HB 2256](#)  
[Bill Info](#)

Position	Priority	Assigned To	Category
Monitor	1	Erin Doyle	Land Use

**Summary:** Requires local government that expands urban growth boundary to cause renegotiation, as necessary, of urban service agreements. Requires urban service agreement to include preliminary estimate of capital cost of urban service infrastructure required for delivery of urban service anticipated by urban service agreement. Modifies criteria for electoral approval of annexation plan related to urban service agreements and expansion of urban growth boundaries. Authorizes Oregon Infrastructure Finance Authority, in coordination with Department of Land Conservation and Development and Department of Transportation, to administer program to provide loans and grants for planning or construction of certain urban service infrastructure. Allows local government that has developed and evaluated alternative land use and transportation scenarios to enact or amend provision taxing fuel for motor vehicles without submitting proposed tax to electors for approval.

1/22/13 H - Referred to Land Use with subsequent referral to Ways and Means.  
 1/14/13 H - First reading. Referred to Speaker's desk.

[HB 2284](#)  
[Bill Info](#)

Position	Priority	Assigned To	Category
Monitor	2	Erin Doyle	Economic Development

**Summary:** Requires Oregon Business Development Department to establish and administer Oregon Industrial Site Readiness Program to make loans to qualified project sponsors for development of certified state and regionally significant industrial sites. Allows department to forgive portions of loans where project sponsor contracts with eligible employer. Limits loan forgiveness to lesser of percentage of eligible site preparation costs or estimated incremental income tax revenues. Establishes Oregon Industrial Site Readiness Program Fund. Continuously appropriates moneys in fund to Oregon Business Development Department. Takes effect on 91st day following adjournment sine die.

2/12/13 H - Public Hearing held.  
 1/22/13 H - Referred to Land Use with subsequent referral to Transportation and Economic Development, then Ways and Means.  
 1/14/13 H - First reading. Referred to Speaker's desk.

[HB 2285](#)  
[Bill Info](#)

League of Oregon Cities  
2013 Regular Session  
Bill Summary Report

Position	Priority	Assigned To	Category
Monitor	2	Erin Doyle	Economic Development

**Summary:** Requires Oregon Business Development Department to establish and administer Oregon Industrial Site Readiness Program providing grants to perform due diligence assessments of large industrial sites, to create detailed development plans to make large industrial sites market-ready and to conduct regional industrial site inventories. Establishes Oregon Industrial Site Readiness Program Fund. Continuously appropriates moneys in fund to Oregon Business Development Department. Declares emergency, effective on passage.

2/12/13 H - Public Hearing held.  
1/22/13 H - Referred to Land Use with subsequent referral to Transportation and Economic Development, then Ways and Means.  
1/14/13 H - First reading. Referred to Speaker's desk.

<a href="#">HB 2293</a> <a href="#">Bill Info</a>	Position	Priority	Assigned To	Category
	Monitor	3	Erin Doyle	Land Use

**Summary:** Authorizes master plans and county service districts regarding comprehensive planning for land use and public facilities and, within Washington County, implementation of adopted comprehensive plans through development review and code enforcement services. Requires county to consult with all affected taxing districts before forming new county service district. Authorizes county planning commission to serve as advisory committee to district governing body. Changes minimum number of members of advisory committee.

1/22/13 H - Referred to Land Use.  
1/14/13 H - First reading. Referred to Speaker's desk.

<a href="#">HB 2347</a> <a href="#">Bill Info</a>	Position	Priority	Assigned To	Category
	Neutral	3	Erin Doyle	Land Use

**Summary:** Transfers Bonny Slope from Multnomah County to Washington County. Declares emergency, effective on passage.

2/21/13 H - Public Hearing and Possible Work Session scheduled.  
1/22/13 H - Referred to Land Use.  
1/14/13 H - First reading. Referred to Speaker's desk.

<a href="#">HB 2617</a> <a href="#">Bill Info</a>	Position	Priority	Assigned To	Category
	Oppose	1	Erin Doyle	Land Use

**Summary:** Requires that, in election proposing annexation, votes from city and territory to be annexed be counted separately to determine separate majorities if acreage to be annexed is 100 acres or more. Requires that votes from city and territory be combined to determine single majority if acreage to be annexed is less than 100 acres.

2/21/13 H - Public Hearing and Possible Work Session scheduled.  
2/19/13 H - Public Hearing scheduled.  
1/22/13 H - Referred to Land Use.  
1/14/13 H - First reading. Referred to Speaker's desk.

<a href="#">HB 2618</a> <a href="#">Bill Info</a>
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League of Oregon Cities  
 2013 Regular Session  
 Bill Summary Report

Position	Priority	Assigned To	Category
Oppose	1	Erin Doyle	Land Use

**Summary:** Allows city to withdraw part of district incorporated as or annexed to city from district only if city provides service formerly provided by district. Takes effect on 91st day following adjournment sine die.

2/19/13 H - Public Hearing scheduled.  
 1/22/13 H - Referred to Land Use.  
 1/14/13 H - First reading. Referred to Speaker's desk.

<a href="#">HB 2657</a> <a href="#">Bill Info</a>	Position	Priority	Assigned To	Category
	Monitor	2	Erin Doyle	Land Use

**Summary:** Establishes requirements to be met by applicant before local government can consider application to rezone for nonindustrial use land that is planned and zoned for industrial use.

1/22/13 H - Referred to Transportation and Economic Development with subsequent referral to Land Use.  
 1/14/13 H - First reading. Referred to Speaker's desk.

<a href="#">HB 2695</a> <a href="#">Bill Info</a>	Position	Priority	Assigned To	Category
	Monitor	4	Erin Doyle	Land Use

**Summary:** Modifies criteria for siting winery in exclusive farm use zone and in areas zoned for mixed farm and forest use. Allows winery sited in exclusive farm use zone to conduct activities authorized for winery licensee under Oregon Liquor Control Act, except for on-premises sales of distilled liquor. Establishes authority for Oregon Health Authority to license tasting room restaurants. Authorizes establishment of tasting room restaurant at winery or farm stand sited in resource zone. Defines 'tasting room restaurant.' Authorizes events on farm operation with direct on-site sales, including farm operation with winery or farm stand. Defines 'event.' Declares emergency, effective on passage.

2/11/13 H - Referred to Land Use.  
 2/4/13 H - First reading. Referred to Speaker's desk.

<a href="#">HB 2741</a> <a href="#">Bill Info</a>	Position	Priority	Assigned To	Category
	Monitor	4	Erin Doyle	Land Use

**Summary:** Authorizes development of resort-style amenities by owner of heritage guest ranch. Exempts development from specified provisions of land use planning statutes, statewide land use planning goals and acknowledged comprehensive plan and land use regulations. Declares emergency, effective on passage.

2/13/13 H - Referred to Land Use.  
 2/6/13 H - First reading. Referred to Speaker's desk.

<a href="#">HB 2746</a> <a href="#">Bill Info</a>	Position	Priority	Assigned To	Category
	Monitor	3	Erin Doyle	Land Use

**Summary:** Modifies provisions authorizing alteration, restoration or replacement of dwelling on tract of land zoned for exclusive farm use.

2/21/13 H - Public Hearing and Possible Work Session scheduled.  
 2/13/13 H - Referred to Land Use.  
 2/6/13 H - First reading. Referred to Speaker's desk.

League of Oregon Cities  
 2013 Regular Session  
 Bill Summary Report

[HB 2839](#)  
[Bill Info](#)

Position	Priority	Assigned To	Category
Monitor	3	Erin Doyle	Land Use

**Summary:** Exempts from entitlement to just compensation land rezoned to zoning classification that allows industrial uses.

2/18/13 H - Referred to Land Use.

2/11/13 H - First reading. Referred to Speaker's desk.

[HB 2917](#)  
[Bill Info](#)

Position	Priority	Assigned To	Category
Oppose	3	Erin Doyle	Land Use

**Summary:** Requires that offer of just compensation for condemned property may not be less than real market value of property as determined by county assessor or Department of Revenue. Declares emergency, effective on passage.

2/19/13 H - Referred to Consumer Protection and Government Efficiency.

2/13/13 H - First reading. Referred to Speaker's desk.

[SB 0077](#)  
[Bill Info](#)

Position	Priority	Assigned To	Category
Support	2	Erin Doyle	Land Use

**Summary:** Requires appellate review of quasi-judicial land use decisions and limited land use decisions directly related to and made in response to land use application to be conducted in single proceeding in which Land Use Board of Appeals has joined all appeals. Declares emergency, effective on passage.

1/16/13 S - Referred to Rural Communities and Economic Development.

1/14/13 S - Introduction and first reading. Referred to President's desk.

[SB 0220](#)  
[Bill Info](#)

Position	Priority	Assigned To	Category
Support	2	Erin Doyle	Land Use

**Summary:** Requires that person seeking to appeal land use decision or limited land use decision to Land Use Board of Appeals must be adversely affected by decision. Declares emergency, effective on passage.

1/16/13 S - Referred to Rural Communities and Economic Development.

1/14/13 S - Introduction and first reading. Referred to President's desk.

[SB 0246](#)  
[Bill Info](#)

Position	Priority	Assigned To	Category
Monitor	2	Erin Doyle	Economic Development

**Summary:** Requires Oregon Business Development Department to establish and administer Oregon Industrial Site Readiness Program to make loans to qualified project sponsors for development of certified state and regionally significant industrial sites. Allows department to forgive portions of loans where project sponsor contracts with eligible employer. Limits loan forgiveness to lesser of percentage of eligible site preparation costs or estimated incremental income tax revenues. Establishes Oregon Industrial Site Readiness Program Fund. Continuously appropriates moneys in fund to Oregon Business Development Department. Takes effect on 91st day following adjournment sine die.

1/22/13 S - Referred to Business and Transportation, then Ways and Means.

1/14/13 S - Introduction and first reading. Referred to President's desk.

League of Oregon Cities  
 2013 Regular Session  
 Bill Summary Report

[SB 0250](#)  
[Bill Info](#)

Position	Priority	Assigned To	Category
Monitor	2	Erin Doyle	Land Use

**Summary:** Authorizes local government required to have urban growth boundary to include land within boundary when inclusion of land is consistent with local economic development projections and public facilities plans.

1/22/13 S - Referred to Rural Communities and Economic Development.

1/14/13 S - Introduction and first reading. Referred to President's desk.

[SB 0251](#)  
[Bill Info](#)

Position	Priority	Assigned To	Category
Monitor	2	Erin Doyle	Land Use

**Summary:** Authorizes Governor to convene meeting of federal, state and local permitting authorities to streamline or expedite approval process for proposed land development that addresses significant regional priorities.

2/21/13 S - Public Hearing Scheduled.

1/22/13 S - Referred to Rural Communities and Economic Development.

1/14/13 S - Introduction and first reading. Referred to President's desk.

[SB 0253](#)  
[Bill Info](#)

Position	Priority	Assigned To	Category
Monitor	2	Erin Doyle	Land Use

**Summary:** Requires Oregon Business Development Department to establish and administer Oregon Industrial Site Readiness Program providing grants to perform due diligence assessments of large industrial sites, to create detailed development plans to make large industrial sites market-ready and to conduct regional industrial site inventories. Establishes Oregon Industrial Site Readiness Program Fund. Continuously appropriates moneys in fund to Oregon Business Development Department. Declares emergency, effective on passage.

1/22/13 S - Referred to Business and Transportation, then Ways and Means.

1/14/13 S - Introduction and first reading. Referred to President's desk.

[SB 0336](#)  
[Bill Info](#)

Position	Priority	Assigned To	Category
Oppose	2	Erin Doyle	Land Use

**Summary:** Eliminates requirement for special relationship to establish liability of local government for economic injuries incurred by person acting in good faith reliance on negligent misrepresentation by local government of effect of comprehensive plan and land use regulations.

2/5/13 S - Referred to Judiciary.

2/5/13 S - Recommendation: Without recommendation as to passage and be returned to President's desk for referral. Referred to Judiciary by order of the President.

2/4/13 S - Work Session held.

1/16/13 S - Referred to Health Care and Human Services.

1/14/13 S - Introduction and first reading. Referred to President's desk.

[SB 0393](#)  
[Bill Info](#)

Position	Priority	Assigned To	Category
Support	3	Erin Doyle	Land Use

League of Oregon Cities  
2013 Regular Session  
Bill Summary Report

**Summary:** Authorizes local government to adopt exception to statewide land use planning goal, without demonstrating that statutory standards for exception have been met, for use that is necessary for employer of 10 or more employees under specified circumstance. Requires employer in Willamette Valley seeking exception to provide green-collar jobs at family wage. Requires employer outside Willamette Valley seeking exception to provide family wage. Defines terms.

1/16/13 S - Referred to Rural Communities and Economic Development.

1/14/13 S - Introduction and first reading. Referred to President's desk.

**[SB 0419](#)**

**[Bill Info](#)**

Position	Priority	Assigned To	Category
Monitor	3	Erin Doyle	Land Use

**Summary:** Prohibits public bodies from imposing requirement to show consistency or compatibility with state and local land use plans for lands to which federal government holds title by consent of State of Oregon. Declares emergency, effective on passage.

2/21/13 S - Public Hearing Scheduled.

1/16/13 S - Referred to Rural Communities and Economic Development.

1/14/13 S - Introduction and first reading. Referred to President's desk.

**[SB 0443](#)**

**[Bill Info](#)**

Position	Priority	Assigned To	Category
Neutral	3	Erin Doyle	Land Use

**Summary:** Provides that all land within exclusive farm use zone qualifies for farm use special assessment. Takes effect on 91st day following adjournment sine die.

1/16/13 S - Referred to Rural Communities and Economic Development.

1/14/13 S - Introduction and first reading. Referred to President's desk.

**[SB 0449](#)**

**[Bill Info](#)**

Position	Priority	Assigned To	Category
Monitor	3	Erin Doyle	Land Use

**Summary:** Directs counties to establish minimum lot or parcel size for land zoned for exclusive farm use, for land zoned for forest use and for land zoned for mixed farm and forest use. Prohibits Land Conservation and Development Commission from establishing minimum lot or parcel size for land zoned for exclusive farm use, for forest use or for mixed farm and forest use.

1/16/13 S - Referred to Rural Communities and Economic Development.

1/14/13 S - Introduction and first reading. Referred to President's desk.

**[SB 0453](#)**

**[Bill Info](#)**

Position	Priority	Assigned To	Category
Monitor	3	Erin Doyle	Land Use

**Summary:** Establishes policy, criteria, procedures and other factors for identifying secondary land. Provides procedures that local governments must follow after identification of secondary land. Establishes uses allowed in area zoned as secondary land. Declares emergency, effective on passage.

1/16/13 S - Referred to Rural Communities and Economic Development.

1/14/13 S - Introduction and first reading. Referred to President's desk.

**[SB 0455](#)**

**[Bill Info](#)**

League of Oregon Cities  
2013 Regular Session  
Bill Summary Report

Position	Priority	Assigned To	Category
Neutral	3	Erin Doyle	Land Use

**Summary:** Prohibits use of income test to determine whether primary or accessory dwelling customarily provided in conjunction with farm use is outright permitted use in exclusive farm use zone.

1/16/13 S - Referred to Rural Communities and Economic Development.

1/14/13 S - Introduction and first reading. Referred to President's desk.

<a href="#">SB 0462</a>	Position	Priority	Assigned To	Category
<a href="#">Bill Info</a>	Monitor	3	Erin Doyle	Land Use

**Summary:** Provides that composting facility that composts certain type of feedstocks may not be located within specified distance of boundary of incorporated city. Provides exception for composting facility located on land in exclusive farm use zone. Declares emergency, effective on passage.

2/11/13 S - Referred to Rural Communities and Economic Development.

2/4/13 S - Introduction and first reading. Referred to President's desk.

<a href="#">SB 0475</a>	Position	Priority	Assigned To	Category
<a href="#">Bill Info</a>	Monitor	3	Erin Doyle	Land Use

**Summary:** Repeals provision that prevents local governments from imposing conditions on approved permits that effectively establish sales price for residential development or limit purchase to class or group of purchasers.

2/11/13 S - Referred to General Government, Consumer and Small Business Protection.

2/5/13 S - Introduction and first reading. Referred to President's desk.

<a href="#">SB 0502</a>	Position	Priority	Assigned To	Category
<a href="#">Bill Info</a>	Monitor	3	Erin Doyle	Land Use

**Summary:** Prohibits Land Conservation and Development Commission from adopting rules to regulate religious activities in state or local parks. Prohibits commission from adopting rules prohibiting or restricting recreational activities in county parks that are in operative, acknowledged county park master plan. Prohibits commission from adopting rules prohibiting or restricting development or maintenance of county parks outside urban growth boundaries.

2/14/13 S - Referred to Rural Communities and Economic Development.

2/7/13 S - Introduction and first reading. Referred to President's desk.

<a href="#">SB 0504</a>	Position	Priority	Assigned To	Category
<a href="#">Bill Info</a>	Neutral	3	Erin Doyle	Land Use

**Summary:** Modifies criteria for siting winery in exclusive farm use zone. Allows winery to be sited in exclusive farm use zone in conjunction with plantation of agricultural produce, including grapes, grown for winemaking.

2/11/13 S - Referred to Rural Communities and Economic Development.

2/7/13 S - Introduction and first reading. Referred to President's desk.

<a href="#">SB 5530</a>	Position	Priority	Assigned To	Category
<a href="#">Bill Info</a>	Monitor	1	Erin Doyle	Land Use

**Summary:** Appropriates moneys from General Fund to Department of Land Conservation and Development for certain biennial expenses. Limits certain biennial expenditures from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by department. Limits biennial expenditures by department from federal funds. Declares emergency, effective July 1, 2013.

1/23/13 S - Assigned to Subcommittee On Natural Resources.  
1/16/13 S - Referred to Ways and Means.  
1/14/13 S - Introduction and first reading. Referred to President's desk.

**SB 5531**

**Bill Info**

<b>Position</b>	<b>Priority</b>	<b>Assigned To</b>	<b>Category</b>
Monitor	2	Erin Doyle	Land Use

**Summary:** Appropriates moneys from General Fund to Land Use Board of Appeals for biennial expenses. Limits biennial expenditures from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by board. Declares emergency, effective July 1, 2013.

2/14/13 S - Public Hearing held.  
1/23/13 S - Assigned to Subcommittee On Natural Resources.  
1/16/13 S - Referred to Ways and Means.  
1/14/13 S - Introduction and first reading. Referred to President's desk.

## recorder

---

**From:** Don Russo [DRusso@co.marion.or.us]  
**Sent:** Monday, March 04, 2013 4:52 PM  
**To:** mayor; mayor@donaldoregon.gov; jim.yonally@yahoo.com  
**Cc:** recorder; vlnogle@cityofhubbard.org; Barbara Young; Don Russo; Janet Carlson; Jan Fritz; Jolene Kelley; John Lattimer; Patti Milne; Sam Brentano; Sara McDonald; Heidi Blaine; Renata Wakeley; Boyd Keyser  
**Subject:** Invitation to meet with Marion County Board of Commissioners - 9:00 am on Wednesday, March 20, 2013

Mayor Greg Taylor, City of Aurora  
Mayor Jim Yonally, City of Hubbard  
Mayor Daroll Nicholson, City of Donald

The Marion County Board of Commissioners invite you to attend their regular weekly business meeting on Wednesday, March 20 at 9:00 a.m. at North Marion School District. The meeting will be held in Room 201 in the middle school.

The Board of Commissioners meet on occasion at different sites around Marion County to bring county government closer to people. This is the first time the commissioners will meet at North Marion School District. As you are the mayors of the incorporated cities within the boundary of the school district, you are invited to attend. Members of your city councils and administrative staff are also welcome to attend. Please share this message with others.

If there are matters of interest that you wish to share with the commissioners, please respond. Your items can be set on the formal agenda. You may also speak during the public comment part of the meeting, or you are welcome to attend just to observe. Please call or email to discuss further.

Thank you for your service and your interest.

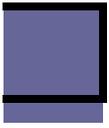
Don Russo  
Economic Development Manager  
Marion County Board of Commissioners Office  
PO Box 14500  
Salem, OR 97309-5036  
503-589-3264

# Marion County Sheriff's Office

## Cases Occurring in Zone AAP between 2/1/2013 and 3/1/2013

Report Generated: 3/1/2013 7:47:25 AM

<u>CASEID</u>	<u>CALL TYPE</u>	<u>CALL DATE</u>	<u>LOCATION</u>	<u>ALPHA</u>
SMS13002043	SUSVEH1	2/3/2013 04:48:15 PM	21099 HIGHWAY 99E NE (MapBook:1532), A502 AURORA, 97002 (BOBS AV NE/OTTAWAY RD NE)	
SMS13002381	CITCON	2/9/2013 05:05:16 PM	21093 FILBERT ST NE (MapBook:1532), AURORA, 97002 (/OTTAWAY RD NE)	A197
SMS13002468	NOISE	2/11/2013 12:35:48 AM	20843 FILBERT ST NE (MapBook:1532), AURORA, 97002 (WALNUT ST NE/HEMLOCK AV NE)	A197
SMS13002527	FRAUD3	2/12/2013 10:00:35 AM	20923 FILBERT ST NE (MapBook:1532), AURORA, 97002 (OTTAWAY RD NE/WALNUT ST NE)	A195
SMS13002658	THEFT3	2/14/2013 03:12:31 PM	20773 FILBERT ST NE (MapBook:1532), AURORA, 97002 (HEMLOCK AV NE/ORCHARD AV NE)	A104
SMS13002669	CRIMIS3	2/14/2013 05:08:10 PM	LIBERTY ST NE, AURORA/PARK AV NE, AURORA(MapBook:1532)	A148
SMS13002714	CRIMIS3	2/15/2013 01:58:01 PM	AURORA CITY PARK	A195
SMS13002964	MSG	2/19/2013 01:07:52 PM	20773 FILBERT ST NE (MapBook:1532), AURORA, 97002 (HEMLOCK AV NE/ORCHARD AV NE)	A195
SMS13003015	SEXOFF3	2/20/2013 03:25:46 PM	21093 FILBERT ST NE, AURORA, 97002 (/OTTAWAY RD NE)	A195
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SMS13003107	TRFASS	2/22/2013 07:57:38 AM	1ST ST NE, AURORA/EHLEN RD NE, AURORA(MapBook:1432)	A104
SMS13003114	THEFT3	2/22/2013 09:56:30 AM	21852 AIRPORT RD NE (MapBook:1432), AURORA, 97002 (KASEL CT NE/EHLEN RD NE)	A106
SMS13003345	THEFT3	2/26/2013 10:05:51 AM	21690 MAIN ST NE (MapBook:1432), AURORA, 97002 (1ST ST NE, EHLEN RD NE, EHLEN RD NE/2ND ST NE)	A195
SMS13003350	THEFT3	2/26/2013 11:02:14 AM	14783 EHLEN RD NE (MapBook:1432), AURORA, 97002 (MILL RACE LN NE, MILL RACE LN NE/AIRPORT RD NE; @AURORA CYCLE)	A195
SMS13003483	FNDPRO	2/28/2013 12:53:23 PM	21420 MAIN ST NE, AURORA, 97002 (3RD ST NE/4TH ST NE)	A195
SMS13003487	THEFTS3	2/28/2013 02:29:10 PM	21781 MAIN ST NE, AURORA, 97002	A195



*DISP*



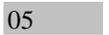
01



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EVENTID	CASEID	CREATE DATE	DISPATCH DATE	ARRIVAL DATE
SMS201302030 151	SMS13002043	#####	02/03/13 16:20:21	02/03/13 16:30:00
SMS201302090 093	SMS13002381	#####	02/09/13 16:42:09	02/09/13 23:32:47
SMS201302100 136	SMS13002468	#####	02/10/13 22:49:26	02/10/13 23:06:47
SMS201302120 045	SMS13002527	#####	02/12/13 10:00:28	02/12/13 10:00:28
SMS201302140 147	SMS13002658	#####	02/14/13 15:02:14	02/14/13 15:10:53
SMS201302140 161	SMS13002669	#####	02/14/13 15:46:03	
SMS201302150 149	SMS13002714	#####	02/15/13 13:21:25	02/15/13 13:21:25
SMS201302190 075	SMS13002964	#####	02/19/13 12:11:31	
SMS201302200 141	SMS13003015	#####	02/20/13 14:34:17	02/20/13 14:34:18
SMS201302210 185	SMS13003082	#####	02/21/13 18:01:57	
SMS201302220 024	SMS13003107	#####	02/22/13 07:49:14	
SMS201302220 050	SMS13003114	#####	02/22/13 09:55:30	
SMS201302260 047	SMS13003345	#####	02/26/13 09:58:28	02/26/13 10:12:24
SMS201302260 049	SMS13003350	#####	02/26/13 10:17:36	02/26/13 10:19:38
SMS201302280 085	SMS13003483	#####	02/28/13 11:58:29	02/28/13 11:58:29
SMS201302280 140	SMS13003487	#####	02/28/13 14:28:37	02/28/13 14:28:37

CLEARED DATE	EVENT TYPE	DISPOSITION	ZONE	PRIMARY UNIT
#####	SUSVEH1	05	AAP	A502
#####	CITCON	01	AAP	A197
#####	NOISE	05	AAP	A197
#####	FRAUD3	01	AAP	A195
#####	THEFT3	05	AAP	A104
#####	CRIMIS3	05	AAP	A148
#####	CRIMIS3	05		A195
#####	MSG	05	AAP	A195
#####	SEXOFF3	01	AAP	A195
#####	OPEN	05	AAP	A184
#####	TRFASS	05	AAP	A104
#####	THEFT3	05	AAP	A106
#####	THEFT3	05	AAP	A195
#####	THEFT3	01	AAP	A195
#####	FNDPRO	05	AAP	A195
#####	THEFTS3	05	AAP	A195

PRIORITY	AGENCY	SOURCE	LOCATION
3	SMS		21099 HIGHWAY 99E NE (MapBook:1532), AURORA, 97002 (BOBS AV NE/OTTAWAY RD NE)
4	SMS		21093 FILBERT ST NE (MapBook:1532), AURORA, 97002 (/OTTAWAY RD NE)
4	SMS		20843 FILBERT ST NE (MapBook:1532), AURORA, 97002 (WALNUT ST NE/HEMLOCK AV NE)
4	SMS		20923 FILBERT ST NE (MapBook:1532), AURORA, 97002 (OTTAWAY RD NE/WALNUT ST NE)
4	SMS		20773 FILBERT ST NE (MapBook:1532), AURORA, 97002 (HEMLOCK AV NE/ORCHARD AV NE)
4	SMS		LIBERTY ST NE, AURORA/PARK AV NE, AURORA(MapBook:1532)
4	SMS		AURORA CITY PARK
5	SMS		20773 FILBERT ST NE (MapBook:1532), AURORA, 97002 (HEMLOCK AV NE/ORCHARD AV NE)
4	SMS		21093 FILBERT ST NE, AURORA, 97002 (/OTTAWAY RD NE)
3	SMS		14933 BOBS AV NE (MapBook:1532), AURORA, 97002 (SAYRE DR NE/MAIN ST NE)
3	SMS		1ST ST NE, AURORA/EHLEN RD NE, AURORA(MapBook:1432)
4	SMS		21852 AIRPORT RD NE (MapBook:1432), AURORA, 97002 (KASEL CT NE/EHLEN RD NE)
4	SMS		21690 MAIN ST NE (MapBook:1432), AURORA, 97002 (1ST ST NE, EHLEN RD NE, EHLEN RD NE/2ND ST NE)
4	SMS		14783 EHLEN RD NE (MapBook:1432), AURORA, 97002 (MILL RACE LN NE, MILL RACE LN NE/AIRPORT RD NE; @AURORA CYCLE)
4	SMS		21420 MAIN ST NE, AURORA, 97002 (3RD ST NE/4TH ST NE)
4	SMS		21781 MAIN ST NE, AURORA, 97002

## National Walking Day is a Step in the Right Direction

One of the best things you can do for physical and mental well-being is as easy as putting one foot in front of the other. The American Heart Association's National Walking Day is coming up, April 3 - a great opportunity to jump start or augment your employee wellness efforts with something anyone can do. On this day, employees are encouraged to wear sneakers to work and take at least 30 minutes out of their day to get up and walk. It's a great way to raise awareness of the importance of physical activity and to give your employees a friendly push toward a healthier life.

- Begin by inviting coworkers to wear their sneakers to work
- Encourage employees to get in their 30 minutes of walking that day.
- Change one of your meetings to a walking meeting, and let your colleagues know why.
- Rally your family, friends and neighbors to walk that day - and every day.

Your company can participate in National Walking Day by going to [startwalking.org](http://startwalking.org) and downloading a free toolkit of posters, flyers, a PowerPoint presentation and signs, which you can use to set up walking paths around the office.

The best place to start is at the top. Company leaders and managers make wonderful role models. So let's all start taking steps to better health.



Marilyn Trinkle  
 Director, Business Development – Business Health Services  
 Silverton Health

## We're here for you.

Business Health Services is open six days a week. Drug testing and treatment for injured workers are provided on a walk-in basis.

Weekdays 8 am – 7 pm  
 Saturdays 10 am – 4 pm

**Woodburn Health Center**  
 1475 Mt. Hood Avenue  
 Woodburn, Oregon 97071  
[silvertonhealth.org](http://silvertonhealth.org)

For more information, call 971.983.5256

### Contacts

Marilyn Trinkle, Director, Business Development – Business Health Services  
[mtrinkle@silvertonhealth.org](mailto:mtrinkle@silvertonhealth.org)  
 971.983.5256

Michael Rodgers, MD, Medical Director, Medical Review Officer (MRO)

Liz Marik, FNP-C, Director, Clinical Services  
[emarik@silvertonhealth.org](mailto:emarik@silvertonhealth.org)  
 971.983.5340

Becky Walker, RN, BSN, COHN-S  
 Practice Manager  
[walker@silvertonhealth.org](mailto:walker@silvertonhealth.org)

## Healthcare Reform Employer Action Items For 2013

Now that the election is over, Health Care Reform seems to be here to stay. Businesses of all sizes should be aware of their responsibilities and get on track with compliance.

### 1. Distribute Summaries of Benefits & Coverage (SBCs).

All employers with group health plans must provide new enrollment disclosures, called SBCs, to their plan participants for the first open enrollment on or after September 23, 2012. The SBCs must conform to a specific template designed by the DOL and they must be provided for each "benefit package" offered by the employer. For example, if an employer offers health coverage for both a PPO and an HMO, both of these "benefit packages" need a separate SBC. The penalties for failing to provide an SBC are significant – up to \$1,000 per violation per participant – along with an additional excise tax of \$100 per day per participant. Ultimately, the employer is responsible for complying with the SBC requirement. However, in the case of fully-insured plans, the insurance carrier will likely provide the SBC to the employer. In the case of self-insured plans, most employers will rely on their third-party administrators (TPAs) to comply with the SBC requirement. Employers with employees residing in Marion, Morrow or Hood River counties must also provide a translation assistance statement in Spanish on their SBCs and have a fully translated version of each SBC available upon request.

**2. Report the Cost of Health Insurance on Employee W-2s.** Beginning in 2012, employers that filed 250 or more Form W-2s in the prior year will be required to report the aggregate cost of employer-sponsored health coverage on Form W-2s. Employers that utilize an outside payroll service should confirm that their service



Christine Moehl  
 Attorney  
 Saalfeld Griggs PC

Continued

## Healthcare Reform: Employer Action Items for 2013, continued

has access to the necessary information to comply with this requirement. If an employer does “in-house” payroll, the system will need to be modified to track and report the cost of employer-sponsored health coverage.

### 3. Consider the Small Business Tax Credit.

Certain small employers that offer health insurance coverage to their employees became eligible for a tax credit of up to 35% of the health insurance premiums that they pay on their employees’ behalf (50% in 2014 and beyond). To be eligible for the tax credit an employer must (1) have no more than 25 full-time equivalent (FTE) employees during the tax year; (2) have average annual wages of less than \$50,000; and (3) pay at least 50% of their employees’ premiums for group health insurance coverage. The maximum tax credit is available for employers with no more than 10 FTEs and average wages of \$25,000 or less. The credit is phased out for employers with between 11 to 25 FTEs and average wages between \$25,000 and \$50,000.

### 4. Deal with Medical Loss Ratio

**Rebates.** Insurance carriers must issue rebates to employers that sponsor fully-insured health plans if the medical loss ratio for the group health plan exceeds a certain threshold. To complicate matters, the Employee Retirement Income Security Act (ERISA) provides that if employees pay any portion of the premium, then a proportionate share of the rebate must be allocated for their benefit. The rebates are likely to be small, and the accounting involved with allocating them may be tedious but the rebates must be allocated

within 90 days. As a practical matter, the easiest and most cost-efficient way to apply the rebates may be to credit the entire rebate to future employee premium costs.

### 5. Cap Flexible Spending Arrangement (FSA) Deferrals.

Effective for plan years beginning on or after January 1, 2013, participants in health FSAs will no longer be able to make salary deferral contributions in excess of \$2,500 per year. This limit will be adjusted for inflation in future years, and is only applicable to salary deferral contributions in FSAs, not to employer contributions. Employers that sponsor health FSAs must: (1) ensure that communications to participants in the FSA reflect the \$2,500 limit for the plan year beginning after January 1, 2013; and (2) ensure that the FSA plan document is amended for the limit by the end of 2014.

### 6. Withhold Additional Medicare Taxes from the Wages of Higher-Income Individuals.

A revenue-generating provision of Health Care Reform increases the employee portion of the Medicare tax (currently equal to 1.45% of wages) by an additional 0.9% on higher-income individuals. Employers are required to withhold this amount from any wages paid to an individual in excess of \$200,000. Employers should coordinate with their payroll providers or in-house payroll staff to make sure that the new Medicare tax will be applied to wages earned after January 1, 2013 in excess of \$200,000.

**7. Get Ready for 2014.** In 2014 the “Play or Pay” penalty is scheduled to take

effect. Beginning that year, all employers with 50 or more full-time equivalent employees will be subject to the Play or Pay penalty if they do not offer a group health plan to their employees or if the group health plan that they do offer is considered to be “unaffordable” or does not meet “minimum essential coverage” standards. In order to avoid (or limit) penalties, employers that offer group health coverage to their employees will need to work closely with their advisors to make certain that their plans are affordable and meet the required standards. Employers that do not offer any group health insurance should estimate the penalty that they will pay under this provision and then compare this amount to the cost of offering acceptable coverage. An employer that does not offer any health insurance coverage will pay a monthly penalty equal to the number of full-time employees (i.e., employees who work over 30 hours per week), minus 30, multiplied by \$167. One important consideration in this regard is that the cost of sponsoring a group health plan is a deductible business expense, while penalty payments are not.

Businesses of all sizes should work with their plan advisors to construct a comprehensive health care reform action plan that ensures compliance with these complicated rules.

*If you would like assistance in developing a health care reform action plan that is tailored to the specifics of your business, please contact a member of the Saalfeld Griggs’ Employee Benefits & Executive Compensation group at 503-399-1070.*



### BUSINESS MEMBER PROFILE

## Matthew Cofer

Operations Manager  
Republic Services

We are a solid waste and recycling collection and transfer facility located in Woodburn. We proudly serve over 20,000 active residential, commercial and industrial accounts in ten cities and rural areas of Marion County.

How many employees do you employ? 47

What is the biggest employee health and safety challenge you face?

The physical demands of solid waste collection present the potential for strains and sprains. Driving a garbage truck is a very physically and mentally demanding job and we are compelled to do everything we can to protect the health and welfare of our employees and the people we serve.

What health and safety programs have been successful for you?

We use an in house safety program that consists of monthly reviews and training on the six most frequent accident types that occur within our industry. Each topic is reviewed in a safety meeting format with employees twice per year in an effort to maintain a high level of employee focus and prevention

How has Business Health Services helped your business?

BHS staff are always friendly and professional. They work well and closely with us in scheduling required employee medical exams.

What is your favorite business quote?

“Until you try, you don’t know what you can’t do” – Henry James





*Ken Hector  
Director, Governmental Affairs  
Silverton Health*

# 2013 Oregon Legislative Session Recap

The Legislature convenes annually in February at the State Capitol in Salem, but sessions may not exceed 160 days in odd-numbered years and 35 days in even-numbered years. Five-day extensions are allowed by a two-thirds vote in each house. In odd-numbered years, the Legislative Assembly convenes on the second Monday in January, to swear-in newly elected officials, elect legislative leaders, adopt rules, organize and appoint committees, and begin introducing bills.

The 2013 session officially began on January 14 with the swearing-in of newly elected officials. The Committee work on bills began on February 4. A number of bills have already been introduced that directly impact the workplace. As of February 13, 12 workers' compensation bills had been introduced, with 10 having been referred to Committees, 1 to the Speaker's desk and 1 to the Senate President's desk. The bills are as follows.

- HB 2068 extends the exclusive remedy provisions of workers' compensation statutes to partnership businesses.
- HB 2069 authorizes DCBS/WCD to order payment of temporary disability compensation for up to 21 months for certain workers in vocational assistance training.
- HB 2313 provides for rural nurse practitioners to earn the same reimbursement paid to primary care physicians.
- HB 2340 modifies provisions requiring public bodies to provide WC coverage for qualified emergency service volunteers.
- HB 2535 requires WC premium rates for clients of temporary service providers to be based on the client's experience rating.
- HB 2634 establishes a Self-Insurer Security Fund for certain employers subject to WC laws.
- HB 2681 establishes that injuries or conditions arising from a WC claim resolved by disputed claims settlements are not

- compensable injuries.
- HB 2844 limits retroactive release of injured workers to regular employment; and also limits retroactive declaration of medically stationary status for termination of temporary disability benefits and creation of overpayment of benefits.
- SB 96 authorizes certain groups of self-insured employers to qualify for exemption from security requirements for self-insured employers.
- SB 190 authorizes the Workers' Compensation Board to adopt rules providing for electronic transmission of filings, reports, and documents
- SB 240 requires the Director of DCBS to adopt standards for rating permanent impairment for WC claims that are based on certain national standards in effect on effective date of Act.
- SB 533 extends the period during which nurse practitioners may provide services to injured workers.

Not all of these bills are likely to receive a hearing, and most, if not all, will go through the Management-Labor Advisory committee for vetting. It is easy to track the progress of bills, if you know the bill number, and whether it is a House or Senate bill. Simply access via computer as follows:

<http://www.leg.state.or.us/index.html>, click on Bills/Laws at the top, click on 2013 Regular Session, click on the House or Senate Bill number range, then the bill number. You can then choose to view it in either html or pdf format.

It promises to be an interesting session. Enjoy the ride.



**Tracy Read, MD**  
**Woodburn Family Medicine**

## Good for Woodburn

The people of Woodburn have the same American Dream as everyone else - a big part of which is, the best care for their families.

Silverton Health has been a part of your community for nearly 20 years and in that time a lot has changed. We've kind of grown up together.

And while the face of Woodburn has evolved in the past two decades, it's been our commitment to meet the needs of this growing, diverse community.

Our commitment to Woodburn is nothing new, but the transformation of Woodburn Health Center into Woodburn's very own medical campus shows that we are here to stay.

And that's good for Woodburn.



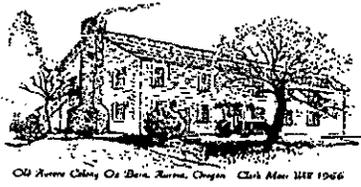
**Family and Internal Medicine  
at Woodburn Health Center**

# Under One Roof

- Family and Internal Medicine
- Immediate Care
- Orthopedics and Sports Medicine
- General and Vascular Surgery
- Cardiology and Cardiac Rehabilitation
- Physical Rehabilitation
- Occupational Health and Business Health Services
- Gastroenterology
- Otolaryngology
- Coffee Bar and Gift Shop
- Women's Health
- Health Management Classes
- Outpatient Nutritional Counseling
- Conference Center
- Fitness
- Neurology
- Podiatry
- Urology



**SH Silverton Health**  
Woodburn Health Center



# City of Aurora

FOUNDED 1856  
"National Historic Site"

Public Works department

## City Council Public Works Activity Report February 2013

### Waste Water

Routine operation maintenance. Plant has and will continue not to violate permit. Plant is discharging to the river. See attached report from Otis. Trees are being removed in first part of March.

### Water

Routine operation and maintenance. Water filtration system is working with out problems. Water filtration recycle tank overflow drain line installation will start in May, when weather is dry. Booster station fence to east will be repaired at same time. Ehlen Rd. & Airport Rd. water line is completed, have some clean up to finish when weather dries up. Water reads were done on 20<sup>th</sup>—22<sup>nd</sup>.

### Streets

Routine operation and maintenance. Street light on Albers Way is in process, waiting for PGE light standard to complete project.

### Parks

Routine maintenance and operation. Park has experienced VANDALS taking down signs and now windows in restroom have damaged.

### Administration

Public Works scheduling and planning for staff.  
Capitol improvement planning for entire city.  
Budget planning 2013-2014

Overtime has been suspended until emergency call out happens.

Respectfully: Bob Southard

March 5, 2013

Wastewater Treatment Plant Update:

In the month of February:

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 February was 1.6 million gallons.

Effluent flow for the month of February was 1.2 million gallons.

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

Installed phase loss protection on all lift stations.

Pulled and replaced pump #1 at lift station #4. A rag ball was caught in the impellar.

Working on completing agreement with the City of Salem, possibly receiving our waste sludge.

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)

**recorder**

---

**From:** Dennis Koho [dkoho@koholaw.com]  
**Sent:** Monday, March 04, 2013 11:37 AM  
**To:** Wakeley, Renata; recorder  
**Subject:** RE: March Council Meetings Dates and upcoming schedule.

I concur with Renata.

dennis

---

Dennis E. Koho            5305-B River Road North  
Koho & Beatty            PO Box 20790  
Attorneys at Law, PC    Keizer, Oregon 97307  
dkoho@koholaw.com      503-390-3501  
www.koholaw.com        503-390-3506 (fax)

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**From:** Wakeley, Renata [mailto:renatac@mwvcog.org]  
**Sent:** Friday, March 01, 2013 3:05 PM  
**To:** Kelly Richardson; Dennis Koho  
**Subject:** RE: March Council Meetings Dates and upcoming schedule.

Dennis,

You can review the attached section 16.52 for temporary uses that I think the request below pertains to. Although the code states, "The temporary use will last for no more than two, separate, contiguous seven-day periods in any one calendar year within the historic commercial overlay and the two periods shall not be permitted back-to-back", I think we can work around this.

I would suggest the following requirements:

- a) Certificate of Appropriateness from the HRB prior to review by the City
- b) The City Council would need to authorize the Mayor to sign a letter stating that this ROW can be used for the proposed use (as the owners)
- c) Business license application (or CC to waive this)
- d) Other requirements under 16.52.020 such as a site plan and how they will lease out spaces. I assume this won't be a free for all to just set up shop/booth wherever they want within this ROW.

If the Council wants to permit this, I don't know why I couldn't approve it under 16.52.030.

Hope this helps.  
Renata

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**From:** recorder [mailto:recorder@ci.aurora.or.us]  
**Sent:** Friday, March 01, 2013 10:25 AM  
**To:** Dennis Koho  
**Cc:** Wakeley, Renata  
**Subject:** FW: March Council Meetings Dates and upcoming schedule.

**ORDINANCE NUMBER 469**

**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**

**CITY OF AURORA**

**RESOLUTION NO. 664**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,  
OREGON, AMENDING RESOLUTION NO. 462 AND ADOPTING A NEW  
SCHEDULE OF FEES FOR PLANNING AND ZONING APPLICATIONS**

WHEREAS, the City of Aurora finds that the policy established and implemented by Resolution No. 253 in 1993, that applicants for planning and zoning matters shall pay the entire cost of processing their applications, should be continued and updated.

WHEREAS, the City finds that the Planning and Zoning Charges were last updated and amended June 17, 2004.

WHEREAS, the City finds that the Planning and Zoning Charges need to be updated and amended to reflect increased staff and office overhead and costs of City Consultants, as well as to adequately prepare the City for a certain level of expected growth named in the City of Aurora Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF AURORA THAT:**

Section 1:

The City of Aurora Schedule of Fees for Planning and Zoning Applications set forth in Resolution No. 462 be and hereby is amended to provide for the Schedule of Fees/Deposits set forth in Exhibit "A and by this reference incorporated herein.

**INTRODUCED AND ADOPTED** this 12th day of March 2013.

**CITY OF AURORA, OREGON**

**BY:** \_\_\_\_\_  
Gregory Taylor, Mayor

ATTEST:

BY: \_\_\_\_\_  
Mary Lambert, Administrative Assistant

**EXHIBIT A  
CITY OF AURORA SCHEDULE OF FEES/DEPOSITS  
FOR PLANNING & ZONING APPLICATIONS**

The following estimated user fees are hereby imposed as a fee/deposit against the actual cost for processing land development applications and related permits. The "user fee" philosophy underlying these charges is designed to eliminate the amount of general fund monies used to process land development applications and permits, by charging the entire cost of the City providing that service directly to the person utilizing or receiving the benefit of the service. In this way, existing property tax revenues are not used to subsidize the processing of new land development applications.

Where the term "actual costs" is used, these costs include, but are not limited to, services rendered by the city planning consultant, city engineer consultant and city attorney, as well as all City administrative costs for communicating and meeting with the applicant/property owner and others, public notices, agency referral notices, staff reports, notices of decision, development agreements, correspondence, postage, photocopying, supplies, financial accounting and city clerical work.

If the actual costs exceed the deposit, the City reserves the right to request an additional deposit from the applicant/owner and the City will send an invoice for the additional charges to the applicant. The City shall not issue final approvals for land development and/or issue building permits, until all land development and other fees, including any additional charges are paid. If the applicant chooses to withdraw the application before preliminary approval has been issued by the City, then any unused deposit fees shall be refunded to the applicant upon the City's receipt of the applicant's written withdrawal and request for refund.

**NO APPLICATION SHALL BE REVIEWED OR ACCEPTED FOR PROCESSING TO DETERMINE ITS COMPLETENESS UNTIL ALL FEES/DEPOSITS ARE PAID.** Please note that additional land development and building permit fees/deposits may be required by the City, Aurora Rural Fire District, Marion County or State of Oregon.

This schedule of fees/deposits is effective March 12, 2013 pursuant to City Resolution No. 664, and is applicable to the following land development applications and related permits. The costs for application processing shall be based on the actual costs to the City of such processing and shall be based on the following hourly rates:

City Planning Consultant	\$85.00/hr.	City Public Works	\$40.00/hr.
City Planner/Paralegal	\$65.00/hr.	City Recorder	\$30.00/hr.
City Engineering	\$80.00/hr.	City Clerk	\$30.00/hr.
Consultant Clerical	\$35.00/hr.	City Attorney	\$130.00/hr.

**PLEASE NOTE:** The following fees/deposits marked with an asterisk (\*) require that public hearing notices be published in the Canby Herald, which additional cost of publication shall be charged to the applicant.

**FEE DESCRIPTION**

1. **PRE-APPLICATION CONFERENCE**..... Actual Costs \$600.00 deposit
2. **QUASI-JUDICIAL MAP AND TEXT AMENDMENTS**
  - a. Comprehensive Plan Amendment..... Actual Costs-\$3,000.00 deposit\*
  - b. Zoning & Development Ordinance Amendment ..... Actual Costs-\$3,000.00 deposit\*
3. **CITY ANNEXATIONS**..... Actual Costs-\$2,000.00\*
4. **SITE DEVELOPMENT REVIEW**
  - a. Residential Zones (R-1, R-2)
    - 1) Manufactured Home Parks..... Actual Costs-\$3,000.00 deposit\*
    - 2) Other development other than single family
      - a) Project Value -0- to \$49,999..... Actual Costs-\$750.00 deposit
      - b) Project Value \$50,000 to \$99,999..... Actual Costs-\$1,000.00 deposit
      - c) Project Value \$100,000 to \$499,999..... Actual Costs-\$1,500.00 deposit
      - d) Project Value \$500,000 and over..... Actual Costs-\$2,000.00 deposit
  - b. Commercial Zone (C) and Industrial Zone (I)
    - 1) Project Value -0- to \$49,999 ..... Actual Costs-\$750.00 deposit
    - 2) Project Value \$50,000 to \$99,999 ..... Actual Costs-\$1,000.00 deposit
      - a) Project Value \$100,000 to \$499,999..... Actual Costs-\$1,500.00 deposit
      - b) Project Value \$500,000 and over..... Actual Costs-\$2,000.00 deposit
5. **LAND DIVISIONS**
  - a. Subdivisions - Tentative and Final Plats..... Actual Costs-\$3,000.00+\$50.00/lot deposit\*
  - b. Partitions-Tentative & Final Map Review ..... Actual Costs-\$1,000.00 deposit\*

- 6. CONDITIONAL USE PERMITS
  - a. All Zones Actual Costs..... -\$1,000.00 deposit\*
  - b. Minor Alterations of Conditional Use Permits ..... Actual Costs-\$400.00 deposit
  - c. Home Occupations..... Actual Costs-\$ 300.00 deposit  
(\$75.00 deposit for Type I home occupations that are **not** referred to consultants)
  
- 7. VARIANCES
  - a. Minor Variance from dimensional and setback standards, etc..... Actual Costs-\$500.00 deposit\*
  - b. Major Variance from public facilities standards ..... Actual Costs-\$1,000.00 deposit\*
  
- 8. HISTORIC OVERLAY DISTRICT PERMITS
  - a. Certificate of Appropriateness (New Construction/Major Renovations)... Actual Costs-\$600.00 deposit\*
  - b. Certificate of Appropriateness (all others)..... Actual Costs- See HRB fee schedule
  - c. Demolition Permit..... Actual Costs-\$350.00 deposit\*
  
- 9. NON-CONFORMING USE OR STRUCTURE (also may require Site Design Review Approval)
  - a. Reinstatement, Enlargement or Alteration of Use ..... Actual Costs-\$600.00 deposit\*
  - b. Alteration or Expansion of Structure
    - 1) Residential Zone (R-1 and R-2) ..... Actual Costs-\$750.00 deposit\*
    - 2) Commercial Zone (C)..... Actual Costs-\$1,000.00 deposit\*
    - 3) Industrial Zone (I) ..... Actual Costs-\$1500.00 deposit\*
  
- 10. TEMPORARY USES OR STRUCTURES
  - a. Temporary Uses/Structures (Planning Director approval)..... Actual Costs \$100.00 deposit
  - b. Temporary Uses/Structures (Planning Commission approval) ..... Actual Costs \$250.00 deposit
  
- 11. LOT LINE ADJUSTMENTS ..... Actual Costs-\$500.00 deposit
  
- 12. APPEALS
  - a. From Administrative Decision or HRB Decision
    - 1) Hearing Required ..... Actual Costs-\$800.00 deposit\*
    - 2) No Hearing Required..... Actual Costs-\$600.00 deposit
  - b. From Planning Commission Decision ..... Actual Costs-\$800.00 deposit\*
  
- 13. TRANSCRIPTS FROM APPEAL HEARINGS..... By Ordinance, actual costs
  
- 14. STREET VACATION AND/OR DEDICATION ..... Actual Costs-\$1,000.00 deposit
  
- 15. INFRASTRUCTURE AND RIGHT-OF-WAY PERMITS
  - a. Right-of-way Permit Review ..... Actual Costs\$200.00 deposit + bond and insurance
  - b. Infrastructure Permits (Sewer, Water, Street and Storm improvements, includes City Engineer and Public Works review ..... Actual Costs \$500.00 deposit + bond and insurance
  - c. Access Permit Application ..... Actual Costs \$250.00 deposit
  
- 16. ACCESSORY DWELLINGS
  - a. Administrative Decision ..... Actual Costs \$400.00 deposit
  - b. As Limited Land Use Decision ..... Actual Costs \$500.00 deposit
  - c. As Quasi-judicial Decisions with HRB approval ..... Actual Costs \$800.00 deposit
  
- 17. SIGN PERMITS
  - a. Permanent Signs in All Zones..... \$60.00
  - b. Certificate of Appropriateness for Signs in Historic District ..... \$25.00
  
- 18. FENCE PERMITS
  - a. Fence Permit (Over 6 feet tall)..... \$30.00
  - b. Replacement Fence Permit (Over 6 feet tall) ..... \$20.00
  - c. Fence Permit Variance (Over 6 feet tall) ..... \$50.00
  
- 19. ZONING & DEVELOPMENT ORDINANCE INTERPRETATION..... Actual Costs-\$500.00 deposit

20. ALL APPLICABLE CURRENT SYSTEM DEVELOPMENT CHARGES AS ADOPTED BY ORDINANCE OR RESOLUTION ARE HEREBY INCORPORATED HEREIN BY THIS REFERENCE. A SCHEDULE OF ALL BUILDING PERMIT AND OTHER APPLICABLE DEVELOPMENT FEES CAN BE OBTAINED BY CONTACTING THE CITY RECORDER AT CITY HALL AT 503-678-1283.

21. HOURLY RATE FOR LAND USE SERVICES: Zoning confirmations, interpretations of development code criteria, land use compatibility statements, or other services/assistance related to the development ordinances not listed above shall be the responsibility of the interested party/applicant. Services requiring in excess of fifteen minutes of staff time shall require a deposit with the City of \$125.00 to cover staff time. Time/fees in excess of \$125.00 deposit shall be the responsibility of the interested party and billed to them as such.

22. Legal Publications and Noticing costs related to any and all applications.....\$At Cost

ORDINANCE NUMBER 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

WHEREAS, the City of Aurora received an application for a Comprehensive Plan Map Amendment (File No. CPMA-12-01) to amend portions of the Comprehensive Plan Flood Hazard (FH) designation based upon updated Federal Emergency Management Agency (FEMA) information; and

WHEREAS, the applicant submitted data supporting revisions to the most current floodplain data based upon a Letter of Map Amendment (LOMA) from FEMA; and

WHEREAS, the LOMA provides a revised 100-year floodplain designation for the subject property;

WHEREAS, the Aurora Planning Commission held a public hearing on the proposed Comprehensive Plan Map Amendment on November 6, 2012, and the City Council held a public hearing on the proposed Comprehensive Plan Map Amendment on December 11, 2012 to consider the application;

WHEREAS, the respective Staff Reports, Final Findings and Order and the public hearing minutes from both meetings, which include the findings supporting these proposals are on file with the City and hereby incorporated by this reference; and

**NOW, THEREFORE, THE CITY OF AURORA ORDAINS AS FOLLOWS:**

Section 1. The City hereby adopts Exhibit A (LOMA, legal description, and map) attached hereto and incorporated by this reference, as the official boundary amendment for the Comprehensive Plan Map related to the subject property;

Section 2. Adoption of Plan Update. Based on the findings of the staff reports; and the testimony received at the public hearings on November 6, 2012 and December 11, 2012; and

Section 3. The City of Aurora Comprehensive Plan Map and all exhibits attached hereto are incorporated herein and shall be known as the "Aurora Comprehensive Plan Map 2013".

Section 4. Effective Plan. This Ordinance being the final decision on the referenced application and shall be in full force and effect upon the thirtieth day after its passage by the Council and approval by the Mayor.

Section 5. The "City of Aurora Comprehensive Update" as amended by copy of this Ordinance shall be filed with the Marion County Surveyor and Assessor.

INTRODUCED by the Aurora City Council for a first reading by title only and for posting on the regularly scheduled January 8, 2013 City Council meeting at Aurora City Council Chambers.

PASSED and adopted by the City Council of the City of Aurora after its second reading by title only on this 12th day of February 2013, by the following votes:

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

Approved by the Mayor on this 12th day of February, 2013.

\_\_\_\_\_  
Greg Taylor, Mayor  
Attest:

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

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**FRANCHISE AGREEMENT**

This Franchise Agreement grants Portland General Electric Company (“Grantee”) a non-exclusive franchise for ten years to erect, construct, maintain, repair, update and operate an electric light and power system within the City of Aurora (“City”), sets the terms and conditions of the franchise and provides an effective date.

**WHEREAS**, Grantee has been providing electric light and power service within the City; and

**WHEREAS**, Grantee is duly authorized by the Oregon Public Utility Commission (“OPUC”) to supply electric light and power within the City; and

**WHEREAS**, the City has the authority to regulate the use of the Public ROW (as defined below) within the City and to receive compensation for the use of the Public ROW; and

**WHEREAS**, the City and Grantee both desire Grantee to continue to be able to provide electrical service within the City and to establish the terms by which Grantee shall use and occupy the Public ROW;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1. NATURE OF FRANCHISE.**

**(A)** The City hereby grants to Grantee and its successors and assigns, subject to the terms and conditions in this Franchise, a nonexclusive franchise to erect, construct, repair, maintain, upgrade and operate an electric light and power system within the City as it now exists or may be extended in the future, including related communication equipment for Grantee’s internal use and Grantee Facilities (as defined below). This Franchise includes the privilege to install, repair, maintain, upgrade and operate Facilities necessary for the operation of Grantee’s Electric Light and Power

1 System (as defined below) upon, over, along, and across the  
2 surface of and the space above and below the streets, alleys,  
3 roads, highways, sidewalks, bridges, City park property and other  
4 public ways (collectively, "Public ROW") for the provision of public  
5 utility services within the City as Grantee's Electric Light and  
6 Power System now exists or is extended or upgraded in the future.  
7 The City and Grantee shall mutually agree on the location and  
8 design of any new Grantee Facilities constructed in City park  
9 property. Nothing in this Franchise limits the City from granting  
10 others the right to carry on activities similar to, or different from the  
11 ones described in this Franchise. The rights granted herein do not  
12 include the right to build or site electric generating facilities in the  
13 Public ROW.

14 **(B)** All Grantee Facilities in possession of Grantee currently or  
15 during the Term (as defined in Section 2(A)) that are located within  
16 the Public ROW are covered by this Franchise and are deemed  
17 lawfully placed in their current locations. The City may require  
18 relocation of Grantee Facilities as further specified in Section 8.

19 **(C)** Grantee may provide telecommunications services as defined  
20 in ORS 759.005 as it may be amended from time to time via  
21 Grantee's Electric Light and Power System if it obtains all  
22 necessary and applicable authorizations from the OPUC regarding  
23 the provision of telecommunications service to the public and  
24 obtains any necessary, lawful and applicable authorization from the  
25 City for use of the Public ROW for such provision, including  
26 entering into a separate franchise with the City.

27 **SECTION 2. TERM AND EFFECTIVE DATE.**

28 **(A) Effective Date.** The effective date of this Franchise shall be  
29 thirty (30) days after the City Council passes an ordinance adopting  
30 this Franchise and Grantee accepts this Franchise in writing in  
31 accordance with Section 25 herein; and if such written acceptance

1 is not so filed within said period, this Franchise shall be null and  
2 void.

3 **(B) Duration of Franchise.** The term of this Franchise, and all  
4 rights and obligations pertaining thereto, shall be ten years from the  
5 effective date of the Franchise (“Term”) unless renegotiated or  
6 terminated as provided herein. The Term shall automatically renew  
7 for two (2) five (5) year Terms, unless either party provides the  
8 other party one hundred eighty (180) days advanced written notice  
9 of its desire not to renew this Franchise prior to the expiration of the  
10 initial Term or renewal Term.

11 **(C) Charter and General Ordinances to Apply.** To the extent  
12 authorized by law, this Franchise is subject to the Charter of the  
13 City of Aurora and general ordinance provisions passed pursuant  
14 thereto, including the applicable provisions of the Aurora  
15 Development Code, the Public Works Design Standards, and the  
16 Public Works Standard Construction Specifications requiring  
17 underground utilities in subdivisions or partitions, and state statutes  
18 and regulations existing during the Term. Nothing in this Franchise  
19 shall be deemed to waive the requirements of the various codes  
20 and ordinances of the City regarding permits, fees to be paid that  
21 are generally applicable to other similar businesses operating within  
22 the City, including but not limited to fees for permits, inspections,  
23 and for administrative time spent in review of construction plans, or  
24 the manner of construction.

25 **SECTION 3. DEFINITIONS.**

26 **(A) Captions.** Throughout this Franchise, captions to sections are  
27 intended solely to facilitate reading and to reference the provisions  
28 of this Franchise. The captions shall not affect the meaning and  
29 interpretation of this Franchise.

1           **(B) Definitions.** For purposes of this Franchise, the following  
2 terms, phrases, and their derivations shall have the meanings given  
3 below unless the context indicates otherwise. When not  
4 inconsistent with the context, words used in the present tense  
5 include the future tense, words in the plural number include the  
6 singular number, and words in the singular number include the  
7 plural number. The word "shall" is always mandatory and not  
8 merely directory.

9           **(1)** "City" means the City of Aurora, an Oregon municipal  
10 corporation, and all of the territory within its corporate  
11 boundaries, as such may change from time to time.

12           **(2)** "City Council" means the Council of the City.

13           **(3)** "City Recorder" means the Recorder of the City.

14           **(4)** "Director of Finance" means the Director of Finance of  
15 the City.

16           **(5)** "Franchise" means this Franchise Agreement as fully  
17 executed by the City and Grantee and adopted by the City  
18 Council by Ordinance.

19           **(6)** "Grantee" means Portland General Electric Company, an  
20 Oregon corporation.

21           **(7)** "Grantee Facility" means any tangible component of  
22 Grantee's Electric Light and Power System, including but not  
23 limited to any poles, guy wires, anchors, wire, fixtures,  
24 equipment, conduit, circuits, vaults, switch cabinets,  
25 transformers, secondary junction cabinets, antennas,  
26 communication equipment and other property necessary or  
27 convenient to supply electric light and power by Grantee  
28 within the City.

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**(8)** "Grantee's Electric Light and Power System" means all real property and Grantee Facilities used by Grantee in the transmission and distribution of its services that are located inside the boundaries of the City.

**(9)** "Gross Revenues" shall be deemed to include any and all revenues derived by Grantee within the City from Grantee's Electric Light and Power System, and includes, but is not limited to, the sale of and use of electricity and electric service, and the use, rental, or lease of Grantee Facilities, after adjustment for the net write-off of uncollectible accounts. Gross Revenues do not include proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks, or sales at wholesale by one public utility to another of electrical energy when the utility purchasing such electrical energy is not the ultimate consumer. Gross Revenues also do not include revenue from joint pole use. For purposes of this Franchise, revenue from joint pole use includes any revenue collected by Grantee from other franchisees, permittees, or licensees of the City for the right to attach wires, cable or other facilities or equipment to Grantee's poles or place them in Grantee's conduits.

**(10)** "Mayor" means the Mayor of the City.

**(11)** "NESC" means the National Electrical Safety Code.

**(12)** "OPUC" means the Oregon Public Utility Commission.

**(13)** "Person" means any individual, sole proprietorship, partnership, association, corporation, cooperative, People's Utility District, or other form of organization authorized to do

1 business in the State of Oregon, and includes any natural  
2 person.

3 **(14)** "Public ROW" shall have the meaning described in  
4 Section 1.1(A).

5 **(15)** "PUE" shall mean a public utility easement not within  
6 the Public ROW that is granted to the City for use for public  
7 utilities.

8 **(16)** "Public Works Director" means the Public Works  
9 Director of the City.

10 **(17)** "Term" shall have the meaning described in Section  
11 2(A).

12 **(18)** "Year," "annual," or "annually" means the period  
13 consisting of a full calendar year, beginning January 1 and  
14 ending December 31, unless otherwise provided in this  
15 Franchise.

16 **SECTION 4. CONSTRUCTION**

17 **(A) Construction.** Subject to the NESC, Grantee's Electric Light  
18 and Power System shall be constructed and maintained in such  
19 manner as not to interfere with sewers, water pipes, or any other  
20 property of the City, or with any other pipes, wires, conduits or other  
21 facilities that may have been laid in the Public ROW by or under the  
22 City's authority. Grantee and the City shall work together during any  
23 design process affecting the Public ROW to establish suitable  
24 locations for Grantee's Facilities. Assuming there is sufficient space  
25 in the Public ROW, all poles shall be placed between the sidewalk  
26 and the edge of the Public ROW unless another location is  
27 approved by the Public Works Director. If there is not sufficient  
28 space in the Public ROW, the City agrees to provide a suitable

1 alternative location that meets Grantee's engineering standards,  
2 the NESC and generally applicable standards published by the City  
3 in order for Grantee to maintain sufficient service.

4 **(B) Acquisition.** Subsequent to the effective date of this  
5 Franchise, upon Grantee's acquisition of additional Grantee  
6 Facilities in the Public ROW, or upon any addition or annexation to  
7 the City of any area in which Grantee retains Grantee Facilities in  
8 the Public ROW of such addition or annexation, Grantee shall  
9 submit to the City a statement describing all Grantee Facilities  
10 involved, whether authorized by a franchise agreement or upon any  
11 other form of prior right, together with a map, as described in  
12 Section 5, specifying the location of all such Grantee Facilities.  
13 Such Grantee Facilities shall immediately be subject to the terms of  
14 this Franchise.

15 **(C) Emergency Repairs.** In the event emergency repairs to  
16 Grantee Facilities are necessary, Grantee shall as soon as  
17 reasonably possible notify the City of the need for such repairs.  
18 Grantee may immediately initiate such emergency repairs and  
19 apply for appropriate permits the next business day or as soon as  
20 reasonably possible following discovery of the emergency.

21 **(D) Reasonable Care.** All work completed by Grantee within the  
22 Public ROW shall be conducted with reasonable care and with the  
23 goal of minimizing the risk to those using the Public ROW and to  
24 minimize the risk of damage to public and third party property. All  
25 work shall be performed in accordance with all applicable laws and  
26 regulations, including but not limited to the NESC, the conditions  
27 contained in the City permit for the work, and generally applicable  
28 standards published by the City. Any work completed by Grantee

1 within the Public ROW may be inspected by the City to determine  
2 whether it complies with Grantee's permit issued by the City. If  
3 emergency work has been completed by Grantee in the Public  
4 ROW and the City determines such work was not completed in a  
5 City approved location in accordance with the applicable City  
6 permit, the City shall notify Grantee and provide Grantee with sixty  
7 (60) days after the emergency has passed to re-perform the work in  
8 a City approved location in accordance with the applicable City  
9 permit, subject to the NESC.

10 **SECTION 5. SUPPLYING MAPS.**

11 Grantee shall maintain maps and data pertaining to the location of  
12 Grantee Facilities on file at its corporate offices or at an office in  
13 Oregon. After providing Grantee with twenty-four (24) hours prior  
14 notice, the City may inspect the maps (excluding Grantee  
15 proprietary information) at any time during Grantee's business  
16 hours. Upon request of the City and without charge, Grantee shall  
17 furnish current maps to the City by electronic data in read-only  
18 format showing the general location of Grantee Facilities, excluding  
19 Grantee proprietary information. Unless required by law, the City  
20 will not sell or provide Grantee prepared maps or data to third  
21 parties without written permission from Grantee. Upon request of  
22 Grantee, the City will make available to Grantee any relevant City  
23 prepared maps or data at no charge to Grantee.

24 **SECTION 6. EXCAVATION.** Subject to Sections 4 and 7, and after obtaining

25 any permits required by the City, Grantee may make all necessary  
26 excavations within the Public ROW for the purpose of installing,  
27 repairing, upgrading or maintaining Grantee Facilities. The City  
28 shall inform the Grantee through the permitting process or earlier, if

1 possible, of any limitations enacted by the City on excavation in  
2 particular geographic areas within the City. Notwithstanding the  
3 foregoing two sentences, in the case of an emergency that cannot  
4 reasonably be addressed without excavation in the Public ROW, no  
5 permit shall be required prior to excavation and no limitations on  
6 excavation in particular geographic areas within the City shall apply  
7 for the Public ROW affected by such emergency; provided, Grantee  
8 complies with Sections 4 and 7. Should there be a direct conflict  
9 between any terms or conditions stated in a permit granted by the  
10 City and the terms of this Franchise, the terms of this Franchise  
11 shall control. All excavations made by Grantee in the Public ROW  
12 shall be properly safeguarded for the prevention of accidents. All of  
13 Grantee's work under this Section shall be completed in strict  
14 compliance with all applicable rules, regulations and ordinances of  
15 the City, the state and federal authorities. Should a customer of  
16 Grantee be required, pursuant to Grantee's tariff on file with the  
17 OPUC, to make excavations that are located in the Public ROW,  
18 the City agrees that Grantee shall not be responsible or liable for  
19 any failure by such customer to comply with any applicable rules,  
20 regulations, ordinances of the City and/or with City standards.

21 **SECTION 7. RESTORATION AFTER EXCAVATION.**

22 Except as otherwise provided for in this Section, Grantee shall  
23 restore the surface of the Public ROW disturbed by any excavation  
24 by Grantee to at least the same condition that it was in prior to  
25 excavation, but in any event to the generally applicable City  
26 standards published at the time. If Grantee excavates the surface  
27 of the Public ROW, Grantee shall be responsible for restoration of  
28 the Public ROW and the area affected by the excavation. If

1 Grantee fails to restore the Public ROW to at least the same  
2 condition that it was in prior to the excavation, the City shall give  
3 Grantee written notice and provide Grantee a reasonable period of  
4 time, not to exceed thirty (30) days, to restore the Public ROW. If  
5 the work of Grantee creates a public safety hazard as determined  
6 by the Public Works Director, Grantee may be required to repair or  
7 restore the Public ROW within twenty-four (24) hours notice from  
8 the City, or such time as agreed between the Public Works Director  
9 and Grantee, taking into consideration weather and other relevant  
10 factors. Should Grantee fail to make such repairs or restorations  
11 within the aforementioned time frames, the City may, after providing  
12 notice to Grantee and a reasonable opportunity to cure, refill or  
13 repave any opening made by Grantee in the Public ROW and the  
14 expense thereof shall be paid by Grantee. The City reserves the  
15 right, after providing notice to Grantee, to remove or repair any  
16 work completed by Grantee, which, in the determination of the  
17 Public Works Director is inadequate, using a qualified contractor in  
18 accordance with applicable state and federal safety laws and  
19 regulations. The cost thereof, including the cost of inspection and  
20 supervision, shall be paid by Grantee. In the event that Grantee's  
21 work is coordinated with other construction work in the Public  
22 ROW, the Public Works Director may excuse Grantee from  
23 restoring the surface of the Public ROW, providing that as part of  
24 the coordinated work, the Public ROW is restored to good order  
25 and condition.

26 **SECTION 8. RELOCATION.**

27 **(A) Permanent Relocation Required by City –** This subsection  
28 covers relocation of overhead Grantee Facilities that will remain

1 overhead, and underground Grantee Facilities that will remain  
2 underground. Subject to ORS Chapter 758, the City shall have the  
3 right to require Grantee to change the location of Grantee's Electric  
4 Light and Power System when necessary or convenient in the  
5 interest of the public, and, unless otherwise agreed, the expenses  
6 thereof shall be paid by Grantee. However, when the City  
7 requests a subsequent relocation of all or part of the same Grantee  
8 Facilities less than two years after the initial relocation that is  
9 necessary or convenient in the interest of the public, and not at the  
10 request of or to accommodate a third party, the subsequent  
11 relocation shall be at the expense of the City unless the relocation  
12 is necessitated by a natural disaster that is not precipitated by the  
13 actions of City or City's agent. The City agrees to provide a  
14 suitable location in the Public ROW for Grantee Facilities that  
15 meets Grantee's engineering standards, the NESC and generally  
16 applicable standards published by the City in order for Grantee to  
17 maintain sufficient service. If sufficient space is not available in the  
18 Public ROW for Grantee Facilities, Grantee and the City shall  
19 cooperate to enable the City to obtain sufficient easements from  
20 private property owners to accommodate Grantee Facilities in order  
21 to maintain service and permit upgrades of Grantee Facilities.  
22 Should Grantee fail to remove or relocate any such Grantee  
23 Facilities within sixty (60) days after the date established by the  
24 City, or a mutually agreed upon time period which, except in the  
25 event of public emergency, absent mutual agreement shall not  
26 occur sooner than sixty (60) days after the City provides written  
27 notice to remove/relocate to Grantee, the City may cause or effect  
28 such removal or relocation, performed by a qualified contractor in

1 accordance with applicable state and federal safety laws and  
2 regulations and Grantee's standards, and the expense thereof shall  
3 be paid by Grantee.

4 **(B) Notice.** The City will endeavor to provide as much notice prior  
5 to requiring Grantee to relocate Grantee Facilities as possible. The  
6 notice shall specify the date by which the existing Grantee Facilities  
7 must be removed or relocated. Nothing in this provision shall  
8 prevent the City and Grantee from agreeing, either before or after  
9 notice is provided, to a schedule for relocation.

10 **(C) Permanent Relocation - Undergrounding.** As permitted by,  
11 and in accordance with City ordinance and any applicable law,  
12 administrative rule, or regulation, the City may require Grantee to  
13 convert any overhead Grantee Facilities to underground Grantee  
14 Facilities at the same or different locations, subject to Grantee's  
15 engineering and safety standards. This subsection shall not apply  
16 to Grantee Facilities used for or in connection with the transmission  
17 of electric energy at nominal voltages in excess of 35,000 volts or  
18 to pedestals, cabinets or other related above-ground equipment,  
19 except that Grantee shall convert specific pedestals, cabinets or  
20 other related above-ground equipment to underground if the City  
21 agrees to pay a "premium charge" that equals the difference  
22 between the cost of the standard above-ground equipment and the  
23 cost of the version of such equipment that meets Grantee's  
24 engineering and safety standards for placement underground . Any  
25 such relocation shall be consistent with applicable long-term  
26 development plans or projects of the City, or as approved by the  
27 City. The expense of such a conversion shall be paid by Grantee,  
28 and Grantee may recover its costs from its customers in

1 accordance with state law, administrative rule, or regulation. The  
2 City may designate that Grantee collect such costs from only a  
3 portion of its customers within the boundaries of the City in  
4 accordance with OAR 860-022-0046(4) as it may be amended from  
5 time to time. The City agrees to provide a suitable location in the  
6 Public ROW that meets Grantee's engineering standards, the  
7 NESC and generally applicable standards published by the City in  
8 order for Grantee to maintain sufficient service. If sufficient space  
9 is not available in the Public ROW, then the City will obtain  
10 sufficient easements from private property owners to accommodate  
11 Grantee Facilities in order to maintain service and permit upgrades  
12 of Grantee Facilities. Nothing in this subsection prevents the City  
13 and Grantee from agreeing to a different form of cost recovery  
14 consistent with applicable statutes, administrative rules, City Code  
15 or City Charter and Grantee's tariff on file with the OPUC on a  
16 case-by-case basis.

17 **(D) Temporary Relocation at Request of Third Parties.**

18 Whenever it is necessary to temporarily relocate or rearrange any  
19 Grantee Facility in order to permit the passage of any building,  
20 machinery or other object, Grantee shall perform the work after  
21 receiving sixty (60) business days written notice from the persons  
22 desiring to move the building, machinery or other object. The  
23 notice shall: (1) demonstrate that the third party has acquired at its  
24 expense all necessary permits from the City; (2) detail the route of  
25 movement of the building, machinery, or other object; (3) provide  
26 that the person requesting the temporary relocation shall be  
27 responsible for Grantee's costs; (4) provide that the requestor shall  
28 indemnify and hold harmless the City and Grantee from any and all

1 damages or claims resulting either from the moving of the building,  
2 machinery or other object or from the temporary relocation of  
3 Grantee Facilities; and (5) be accompanied by a cash deposit or  
4 other security acceptable to Grantee for the costs of relocation.  
5 Grantee in its sole discretion may waive the security obligation.  
6 The cash deposit or other security shall be in an amount  
7 reasonably calculated by Grantee to cover Grantee's costs of  
8 temporary relocation and restoration. All temporary relocations  
9 under this subsection shall comply with ORS 757.805.

10 **(E) Temporary Relocation at Request of City.** Subject to  
11 ORS Chapter 758, the City may require Grantee to temporarily  
12 remove and relocate Grantee Facilities, subject to Grantee's  
13 engineering and safety standards, by giving sixty (60) days notice  
14 to Grantee. Prior to such relocation, the City agrees to provide a  
15 suitable location in the Public ROW, as mutually agreed, or a  
16 temporary construction easement that meets Grantee's engineering  
17 standards, the NESC and generally applicable standards published  
18 by the City, and that allows the Grantee to place its Facilities on the  
19 easement in order for Grantee to maintain sufficient service until  
20 such time as Grantee moves its Facilities to their permanent  
21 location. The City will assist Grantee in acquiring easements from  
22 private property owners if a sufficient location is not available in the  
23 Public ROW that meets Grantee's engineering standards and  
24 NESC requirements, or the City has not obtained construction  
25 easements for the public project necessitating the temporary  
26 relocation. The cost of temporary removal or relocation of Grantee  
27 Facilities that is necessary or convenient for public projects, as well  
28 as the cost of replacing Grantee Facilities in the permanent

1 location, shall be paid by Grantee. However, when the City  
2 requests a subsequent relocation of all or part of the same Grantee  
3 Facilities occurring less than two years after the initial relocation,  
4 that is necessary or convenient for a public project and not at the  
5 request of or to accommodate a third party request, the subsequent  
6 relocation shall be at the expense of the City.

7 **(F) Permanent Relocation at Request of Third Party.** In the  
8 event that any relocation is requested by or is to accommodate a  
9 third party, Grantee shall seek reimbursement from the third party  
10 and not from the City. Such relocation shall be consistent with any  
11 applicable long-term development plan or projection of the City or  
12 approved by the City; however, if relocation of Grantee Facilities is  
13 caused or required by the conditions placed by the City on approval  
14 for projects of third parties, such relocation shall in no event fall  
15 under the provisions of subsections (A), (C) or (E) of this Section 8.  
16 The City and Grantee agree to cooperate to minimize the economic  
17 impact of such relocation on each Party.

18 **SECTION 9. PUBLIC ROW VACATION.**

19 If all or a portion of the Public ROW used by Grantee is vacated by  
20 the City during the Term, upon request and if reasonably possible,  
21 the City shall either condition the approval of the vacation on the  
22 reservation of an easement for Grantee Facilities in their then-  
23 current location that prohibits any use of the vacated property that  
24 interferes with Grantee's full enjoyment and use of its easement, or  
25 permit Grantee Facilities to remain in a PUE. Upon request, the  
26 City will cooperate with Grantee to identify alternative locations  
27 within the Public ROW for Grantee Facilities if they are not  
28 permitted to remain in the vacated area.

1 **SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.**

2 Nothing in this Franchise shall be construed in any way to prevent  
3 the City from excavating, grading, paving, planking, repairing,  
4 widening, altering, or completing any work that may be needed or  
5 convenient in the Public ROW that is consistent with the NESC.  
6 The City shall coordinate any such work with Grantee to avoid, to  
7 the extent reasonably foreseeable, any obstruction, injury or  
8 restrictions on the use by Grantee of any Grantee Facilities, and the  
9 City shall be responsible for the costs to repair any damage to  
10 Grantee Facilities arising out of such work. Nothing in this Section  
11 relieves Grantee from its obligations stated in Section 8.

12 **SECTION 11. USE OF GRANTEE FACILITIES.**

13 City shall enter into attachment agreements with Grantee and  
14 obtain permits to string wires on Grantee's poles or run wires in  
15 Grantee's trenches and/or conduit for municipal purposes and to  
16 attach fire and police alarm and communication equipment to  
17 Grantee's poles, provided that such wires and equipment: a) do not  
18 unreasonably interfere with Grantee operations; b) conform to the  
19 NESC; and c) the City's excess capacity on such wires and  
20 equipment is not leased to, sold to or otherwise used by non-  
21 governmental third parties. Grantee shall not charge the City for  
22 such attachments to its poles or in its conduits; however, the City  
23 shall be responsible to pay for any make-ready and inspections  
24 Grantee must perform in order to provide access to Grantee  
25 Facilities for City wires and equipment in accordance with the  
26 NESC. Should any of the City's attachments to Grantee Facilities  
27 violate the NESC, the City shall work with Grantee to address and  
28 correct such violations in an agreed-upon period of time. The City

1 shall indemnify and hold Grantee harmless from loss or damage  
2 resulting from the presence of City's wires and equipment on or in  
3 Grantee Facilities. For purposes of this Franchise, "make-ready"  
4 shall mean engineering or construction activities necessary to make  
5 a pole, conduit, or other support equipment available for a new  
6 attachment, attachment modifications, or additional facilities.

7 **SECTION 12. PAYMENT FOR USE OF PUBLIC ROW.**

8 **(A) Use of Public ROW.** In consideration for its use of the Public  
9 ROW in accordance with the terms of this Franchise, Grantee  
10 agrees to pay the City an amount equal to 3 ½ percent of the  
11 Gross Revenue received by Grantee from its customers within  
12 the City. The payment for each year shall be based on the  
13 Gross Revenue collected by Grantee during the previous  
14 calendar year from Grantee's customers, and shall be paid on  
15 an annual basis [for Grantees' rights under this Agreement for  
16 the full calendar year in which the payment is made]. To the  
17 extent permissible under state law and regulation, the payment  
18 imposed by this subsection shall be considered an operating  
19 expense of Grantee and shall not be itemized or billed  
20 separately to customers within the City. However, should the  
21 percentage of Gross Revenue permitted to be considered an  
22 operating expense of Grantee be increased by regulation of  
23 the OPUC during the Term of this Franchise, the City retains  
24 the right to require the percentage amount paid by Grantee  
25 under this subsection (A) to be increased, not to exceed the  
26 maximum amount permitted by regulation to be considered an  
27 operating expense by Grantee at that time.

28

1           **(B) Property Tax Limitations Do Not Apply.** The payment  
2 described in this Section 12 is not subject to the property tax  
3 limitations of Article XI, Sections 11(b) and 11(19) of the Oregon  
4 Constitution and is not a fee imposed on property or property  
5 owners by fact of ownership.

6           **(C) Privilege Tax.** The City shall retain the right, as permitted by  
7 Oregon law, to charge a privilege tax based on a percentage of the  
8 Gross Revenue earned from Grantee's customers within the City in  
9 addition to the payment amounts set forth in subsection (A). The  
10 City shall provide Grantee at least ninety (90) days notice prior to  
11 such privilege tax becoming effective. Grantee shall follow state  
12 regulations regarding the inclusion of such privilege tax as an  
13 itemized charge on the electricity bills of its customers within the  
14 City. No later than forty-five (45) days following a calendar quarter,  
15 Grantee shall remit to the Director of Finance any privilege tax  
16 collected during the previous quarter and a statement showing the  
17 amount of Gross Revenues for such quarter.

18           **(D) Remittance of Annual Payment.** Grantee shall remit to the  
19 Director of Finance on or before the first (1<sup>st</sup>) day of April of each  
20 year, the annual franchise fee payment. Payment must be made in  
21 immediately available federal funds. With its annual payment,  
22 Grantee shall provide the City a statement under oath showing the  
23 Gross Revenue for the preceding year.

24           **(E) Acceptance of Payment.** Acceptance by the City of any  
25 payment due under this Section shall not be a waiver by the City of  
26 any breach of this Franchise occurring prior to the acceptance, nor  
27 shall the acceptance by the City preclude the City from later  
28 establishing that a larger amount was actually due, or from  
29 collecting the balance due to the City.

1           **(F) Late Payments.** Interest on late payments shall accrue from  
2 the due date based on Grantee's cost of debt as approved by the  
3 OPUC as of the due date, and shall be computed based on the  
4 actual number of days elapsed from the due date until payment.  
5 Interest shall accrue without regard to whether the City has  
6 provided notice of delinquency. If the late payment is discovered as  
7 a result of an audit, Section 13 shall apply.

8           **(G) No Exemption From Other Fees or Taxes.** Payment of the  
9 amounts described in this Section 12 shall not exempt Grantee  
10 from the payment of any other license fee, tax or charge on the  
11 business, occupation, property or income of Grantee that may be  
12 lawfully imposed by the City or any other taxing authority, including  
13 but not limited to charges for plan review and fees for inspection,  
14 except as may otherwise be provided in the ordinance or laws  
15 imposing such other license fee, tax or charge.

16           **(H) Direct Access and Volumetric Methodologies.** The City  
17 may, consistent with state law, direct that the payments made under  
18 this Section 12 be based on volume-based methodologies as  
19 specifically described in ORS 221.655 instead of the formula set out  
20 in subsections 12 (A) and (C). Notice must be given to Grantee in  
21 writing for the subsequent payments to be made using volume-  
22 based methodology. The volumetric calculation shall apply to  
23 payments made in one calendar year (based on January 1 to  
24 December 31 billings from the previous calendar year). The choice  
25 to use volumetric methodology must be renewed annually by the  
26 City. No notice is necessary if the City chooses to remain on the  
27 revenue-based calculation.

28           **(I) Payment Obligation Survives Franchise.** If prior to the  
29 expiration of this Franchise the parties do not finish negotiation of a  
30 new franchise agreement, the obligation to make the payments  
31 imposed by this Section 12 shall survive expiration of this Franchise

1           until a new franchise agreement becomes effective and supersedes  
2           this Franchise. In the event this Franchise is terminated before  
3           expiration, Grantee shall make the remaining payments owed, if  
4           any, within ninety (90) days of the termination date.

5           **SECTION 13. AUDIT.**

6           **(A) Audit Notice and Record Access.** The City may request a  
7           third party audit of Grantee's calculation of Gross Revenues for any  
8           time period more recent than the time period covered by the most  
9           recent audit. Within ten (10) business days after receiving a written  
10          request from the City, or such other time frame as agreed by both  
11          parties, Grantee shall furnish the City and any auditor retained by  
12          the City: (1) information sufficient to demonstrate that Grantee is in  
13          compliance with this Franchise; and (2) access to all books,  
14          records, maps and other documents maintained by Grantee with  
15          respect to Grantee Facilities that are necessary for the City to  
16          perform such audit. Grantee shall provide access to such  
17          information to City within the City during regular Grantee business  
18          hours.

19          **(B) Audit Payment.** If the City's audit shows that the amounts due  
20          to the City are higher than those based on the Grantee's calculation  
21          of Gross Revenue, then Grantee shall make a payment for the  
22          difference within sixty (60) days after the delivery to Grantee of the  
23          audit results. In addition to paying any underpayment, Grantee  
24          shall pay interest at the statutory rate designated in ORS 82.010 as  
25          it may be amended from time to time, but not penalties, as specified  
26          in this Franchise, from the original due date. If the City's audit  
27          shows that the amounts due to the City are less than those based  
28          on Grantee's calculation of Gross Revenue, then the Grantee shall  
29          deduct its overpayment from the next franchise fee payment the  
30          Grantee makes to the City, including interest at the statutory rate  
31          designated in ORS 82.010, as it may be amended from time to

1 time, from the original due date. The City and the Grantee agree  
2 that they will split the cost of any third party audit conducted  
3 pursuant to this Section 13, and shall cooperate in good faith to  
4 select an acceptable third party auditor.

5 **SECTION 14. TERMINATION AND REMEDIES.**

6 **(A) By City for Cause.** If Grantee ceases to maintain Grantee  
7 Facilities in accordance with the maintenance commitments  
8 outlined in the Service Quality Measures Review filed with the  
9 OPUC, and this causes an increase in the risk to the public of  
10 personal injury or property damage, the City shall notify Grantee  
11 and Grantee shall have thirty (30) days after the date of the notice  
12 to eliminate such risk or, if such risk cannot be eliminated within  
13 thirty (30) days, such reasonable time period as is required to  
14 eliminate such risk and Grantee shall bear all costs related to  
15 remedying the risk. If Grantee does not eliminate the risk in  
16 accordance with the preceding sentence, the City may then  
17 terminate this Franchise by providing Grantee written notice of  
18 termination.

19 **(B) By City if City Will Provide Service.** The City may terminate  
20 this Franchise upon one year's written notice to Grantee in the  
21 event that the City decides to engage in public ownership of the  
22 electric facilities located in the Public ROW and the public  
23 distribution of electric energy to customers throughout the City in  
24 accordance with ORS 758.470.

25 **(C) City Reserves Right to Terminate.** In addition to any other  
26 rights provided for in this Franchise, the City reserves the right,  
27 subject to subsections 14 (E) and (F), to terminate this Franchise in  
28 the event that:

- 29 **(1)** The Grantee materially violates any material provision of  
30 this Franchise;

1                   **(2)** The Grantee is found by a court of competent jurisdiction  
2 to have practiced any material fraud or deceit upon the City;

3                   **(3)** There is a final determination that Grantee has failed,  
4 refused, neglected or is otherwise unable to obtain or  
5 maintain Grantee's service territory designation required by  
6 any federal or state regulatory body regarding Grantee's  
7 operation of Grantee's Electric Light and Power System or

8                   **(4)** Grantee becomes unable or unwilling to pay its debts, or  
9 is adjudged bankrupt.

10                   **(D) Material Provisions.** For purposes of this Section 14, the  
11 following are material provisions of this Franchise, allowing the City  
12 to exercise its rights under this Section 14 or as set forth elsewhere  
13 in this Franchise:

14                   **(1)** The invalidation, failure to pay or any suspension of  
15 Grantee's payments of franchise fees or privilege taxes to  
16 the City for use of the Public ROW under this Franchise;

17                   **(2)** Any failure by Grantee to submit timely reports as may be  
18 requested by the City, regarding the calculation of its  
19 franchise fees or privilege taxes paid or to be paid to the  
20 City;

21                   **(3)** Any failure by Grantee to maintain the liability insurance  
22 or self insurance required under this Franchise;

23                   **(4)** Any failure by Grantee to provide copies of requested  
24 information as provided under Sections 4, 5, and 13 above;  
25 and

26                   **(5)** Any failure by Grantee to otherwise substantially comply  
27 with the requirements of Section 4 through Section 20 of this  
28 Franchise, unless otherwise agreed.

1           **(E) Notice and Opportunity to Cure.** The City shall provide  
2           Grantee thirty (30) days prior written notice of its intent to exercise  
3           its rights under this Section 14, stating the reasons for such action.  
4           If Grantee cures the basis for termination or if the Grantee initiates  
5           efforts satisfactory to the City to remedy the basis for termination  
6           and the efforts continue in good faith within the thirty (30) day  
7           notice period, the City shall not exercise its remedy rights. If  
8           Grantee fails to cure the basis for termination or if the Grantee does  
9           not undertake and/or maintain efforts satisfactory to the City to  
10          remedy the basis for termination within the thirty (30) day notice  
11          period, then the City Council may impose any or all of the remedies  
12          available under this Section 14.

13          **(F) Remedies.** In determining which remedy or remedies are  
14          appropriate, the City shall consider the nature of the violation, the  
15          person or persons burdened by the violation, the nature of the  
16          remedy required in order to prevent further such violations, and any  
17          other matters the City deems appropriate.

18          **(G) Financial Penalty.** In addition to any rights set out elsewhere  
19          in this Franchise, as well as its rights under the City Code or other  
20          law, the City reserves the right at its sole option to impose a  
21          financial penalty of up to \$500.00 per day per material violation of a  
22          material provision of this Franchise when the opportunity to cure  
23          has passed.

24          **SECTION 15. ASSIGNMENT OF FRANCHISE.**

25          Grantee shall not sell, assign, transfer, or convey this Franchise to  
26          a third party without the City Council giving its consent in a duly  
27          passed ordinance. Upon obtaining such consent, this Franchise  
28          shall inure to and bind such third party. Grantee shall not sell or

1 assign this Franchise to an entity that is not authorized by the  
2 OPUC to provide electric service to retail consumers in the City or  
3 is not otherwise authorized to provide electric service to retail  
4 consumers under Oregon law. Prior to any proposed transfer,  
5 Grantee shall be in full compliance with this Franchise and the  
6 proposed transferee shall agree in writing to be bound by this  
7 Franchise. In the event Grantee is purchased by or merged into  
8 another entity and Grantee survives such purchase or merger as a  
9 public utility, Grantee shall provide notice to the City of such  
10 purchase or merger, but shall have no obligation under this  
11 Franchise to obtain the consent of the City Council for such  
12 purchase or merger.

13 **SECTION 16. REMOVAL OF FACILITIES.**

14 If this Franchise is terminated or expires on its own terms and is not  
15 replaced by a new franchise agreement or similar authorization, the  
16 City may determine whether Grantee Facilities are to be removed  
17 from the Public ROW or remain in place. The City shall provide  
18 written notice of any requirement to remove Grantee Facilities and  
19 shall provide Grantee sixty (60) days to comment on such  
20 requirement to move Grantee Facilities. Following consideration of  
21 any such comments, the City Council may issue an order requiring  
22 removal of Grantee Facilities within nine (9) months after such  
23 order is declared.

24 **SECTION 17. NONDISCRIMINATION.**

25 Grantee shall provide service to electric light and power consumers  
26 in the City without undue discrimination or undue preference or  
27 disadvantage, in accordance with Oregon law.

28 **SECTION 18. INDEMNIFICATION.**

1 To the fullest extent permitted by law, Grantee shall indemnify and  
2 hold harmless the City against any and all claims, damages, costs  
3 and expenses, including attorney's fees and costs, to which the City  
4 may be subjected as a result of any negligent or willful misconduct  
5 of Grantee, or its affiliates, officers, employees, agents, contractors  
6 or subcontractors, arising out of the rights and privileges granted by  
7 this Franchise. The obligations imposed by this Section are  
8 intended to survive termination of this Franchise.

9 **SECTION 19. INSURANCE.**

10 Grantee shall obtain and maintain in full force and effect, for the  
11 entire Term, the following insurance covering risks associated with  
12 Grantee's ownership and use of Grantee Facilities in the Public  
13 ROW:

14 **(A)** Commercial General Liability insurance covering all operations  
15 by or on behalf of Grantee for Bodily Injury and Property Damage,  
16 including Completed Operations and Contractors Liability coverage,  
17 in an amount not less than Two Million Dollars (\$2,000,000.00) per  
18 occurrence and in the aggregate.

19 **(B)** Business Automobile Liability insurance to cover any vehicles  
20 used in connection with its activities under this Franchise, with a  
21 combined single limit not less than One Million Dollars  
22 (\$1,000,000.00) per accident.

23 **(C)** Workers' Compensation coverage as required by law and  
24 Employer's Liability Insurance with limits of \$1,000,000.

25 With the exception of Workers' Compensation and Employers  
26 Liability coverage, Grantee shall name the City as an additional  
27 insured on all applicable policies. All insurance policies shall  
28 provide that they shall not be canceled or modified unless thirty (30)

1 days prior written notice is provided to the City. Grantee shall  
2 provide the City with a certificate of insurance evidencing such  
3 coverage as a condition of this Franchise and shall provide updated  
4 certificates upon request.

5 **(D) In Lieu of Insurance.** In lieu of the insurance policies required  
6 by this Section 19, Grantee shall have the right to self-insure any  
7 and all of the coverage outlined hereunder. If Grantee elects to  
8 self-insure, it shall do so in an amount at least equal to the  
9 coverage requirements of this Section 19 in a form acceptable to  
10 the City. Grantee shall provide proof of self-insurance to the City  
11 before this Franchise takes effect and thereafter upon request by  
12 the City.

13 **SECTION 20. DAMAGE TO FACILITIES.**

14 The City shall not be liable for any consequential damages or  
15 losses resulting from any damage to or loss of any facility as a  
16 result of or in connection with any work by or for the City unless the  
17 damage or loss is the direct and proximate result of willful,  
18 intentionally tortious, negligent or malicious acts or omissions by  
19 the City, its employees, or agents. In such case, the City shall  
20 indemnify and hold harmless Grantee against any and all claims,  
21 damages, costs and expenses, including attorney's fees and costs,  
22 arising therefrom, subject to any applicable limitations in the  
23 Oregon Constitution and the Oregon Tort Claims Act. The  
24 obligations imposed by this Section are intended to survive  
25 termination of this Franchise.

26 **SECTION 21. LIMITATION ON PRIVILEGES.**

27 All rights and authority granted to Grantee by the City under this  
28 Franchise are conditioned on the understanding and agreement

1 that the privileges in the Public ROW shall not be an enhancement  
2 of Grantee's properties or an asset or item of ownership or property  
3 right of Grantee.

4 **SECTION 22. FRANCHISE NOT EXCLUSIVE.**

5 This Franchise is not exclusive and shall not be construed to limit  
6 the City from granting rights, privileges and authority to other  
7 persons similar to or different from those set forth in this Franchise.  
8

9 **SECTION 23. REMEDIES AND PENALTIES NOT EXCLUSIVE.**

10 All remedies and penalties under this Franchise, including  
11 termination, are cumulative and not exclusive, and the recovery or  
12 enforcement by one available remedy or imposition of a penalty is  
13 not a bar to recovery or enforcement by any other remedy or  
14 imposition of any other penalty. The City reserves the right to  
15 enforce the penal provisions of any City ordinance or resolution and  
16 to avail itself to any and all remedies available at law or in equity.  
17 Failure to enforce any term, condition or obligation of this Franchise  
18 shall not be construed as a waiver of a breach of any term,  
19 condition or obligation of this Franchise. A specific waiver of a  
20 particular breach of any term, condition or obligation of this  
21 Franchise shall not be a waiver of any other, subsequent or future  
22 breach of the same or any other term, condition or obligation of this  
23 Franchise.

24 **SECTION 24. SEVERABILITY CLAUSE.**

25 If any section, subsection, sentence, clause, phrase, or other  
26 portion of this Franchise is, for any reason, held to be invalid or  
27 unconstitutional by a court of competent jurisdiction, all portions of  
28 this Franchise that are not held to be invalid or unconstitutional

1 shall remain in effect until this Franchise is terminated or expired.  
2 After any declaration of invalidity or unconstitutionality of a portion  
3 of this Franchise, either party may demand that the other party  
4 meet to discuss amending the terms of this Franchise to conform to  
5 the original intent of the parties. If the parties are unable to agree  
6 on a revised franchise agreement within ninety (90) days after a  
7 portion of this Franchise is found to be invalid or unconstitutional,  
8 either party may terminate this Franchise by delivering one hundred  
9 and eighty (180) days notice to the other party.

10 **SECTION 25. ACCEPTANCE.**

11 Within thirty (30) days after the ordinance adopting this Franchise is  
12 passed by the City Council, Grantee shall file with the City  
13 Recorder its written unconditional acceptance or rejection of this  
14 Franchise. If Grantee files a rejection, or fails to file a written  
15 unconditional acceptance, this Franchise shall be null and void.

16 **SECTION 26. NOTICE.**

17 Any notice provided for under this Franchise shall be sufficient if in  
18 writing and (1) delivered personally to the following addressee,  
19 (2) deposited in the United States mail, postage prepaid, certified  
20 mail, return receipt requested, (3) sent by overnight or commercial  
21 air courier (such as Federal Express or UPS), or (4) sent by  
22 facsimile transmission with verification of receipt and a copy  
23 deposited in the United States mail, addressed as follows, or to  
24 such other address as the receiving party hereafter shall specify in  
25 writing:

26 **If to the City: Gregory Taylor Mayor, City of Aurora**

27 **21420 Main St NE**

1           **Aurora, OR 97002**  
2           **FAX # 503-678-2758**

3  
4

5   **With a copy to: City Attorney, Dennis Koho**  
6           **P.O. Box 20790**  
7           **Keizer, OR 97307**  
8           **FAX # 503-390-3506**

9   **If to the Grantee: Government Affairs**  
10           **Portland General Electric Company**  
11           **121 SW Salmon St, 1WTC0301**  
12           **Portland, OR 97204**  
13           **FAX: (503) 464-2354**

14   **With a copy to: Portland General Electric Company**  
15           **Attn: General Counsel**  
16           **One World Trade Center, 17<sup>th</sup> Floor**  
17           **121 SW Salmon Street**  
18           **Portland, Oregon 97204**  
19           **FAX: (503) 464-2200**

20 Any such notice, communication or delivery shall be deemed effective and  
21 delivered upon the earliest to occur of actual delivery, three (3) business days  
22 after depositing in the United States mail, one (1) business day after shipment by  
23 commercial air courier or the same day as confirmed facsimile transmission (or  
24 the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

25   **SECTION 27. PUBLIC RECORDS.**

1 Documents and records submitted by Grantee to the City may be  
2 subject to public inspection under the Oregon Public Records Law,  
3 ORS 192.410 through 192.505.

4  
5

6 **SECTION 28. AMENDMENT.**

7 This Agreement may not be amended or modified except in writing  
8 executed by all the parties to this Agreement.

9 IN WITNESS WHEREOF, the parties, through their duly authorized  
10 representatives, have executed this Franchise as of the dates indicated below.

PORTLAND GENERAL ELECTRIC  
COMPANY

CITY OF Aurora

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

11



## MAINTENANCE PROPOSAL FOR CITY OF AURORA

Submitted to Greg Taylor  
21420 Main St NE  
Aurora Oregon , 97002

February 22, 2013

Phone: 503-678-1283  
E-Mail: taylor@ciaurora.or.us  
Job Location city park

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Triple T Inc. hereby proposes to maintain the above -referenced property as per the attached Residential / Commercial service plan, beginning:

April 31, 2013 and ending May 31, 2014

All work will be accomplished in a professional and workmanlike manner for the sum of \$ 660.00 per month, payable on the 1<sup>st</sup> of each month.

Any additional work requested, but not identified on the service plan attached, will be bid on separately and invoiced accordingly. The hourly rate for maintenance services is \$ 45.00 per man hr.

If for any reason either party desires to terminate this contract, a thirty (30) day notice must be provided.

This is a every other week mowing, or as needed due to water and fertilizing applications. with weekly service thru the park with debris removal and leaf / needle control in the wooded area. Includes weed control in beds. Blowing side walks. Picking up garbage debris that will fit into onsite garbage cans. See attached service sheet.

This contract is only valid with the addendum of page 2

Proposal by Joe Fidanzo  
Acceptance date \_\_\_\_\_

Accepted by \_\_\_\_\_

Attachment: service plan

License # 7903

**15233 Ottaway Rd NE Aurora, OR 97002**  
**(503) 678-5474 ■ Fax (503) 678-5475**



## Monthly Residential/Commercial Service Plan

Service	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Mowing	1	1	4	5	4	4	5	4	5	5	2	1	41
Edging	2	2	2	3	2	2	3	2	3	3	2	2	24
Fertilize Turf	1		1		1		1		1		1		6
Post Emer Turf					1				1				2
Sweep/Blow Walks	4	4	4	5	4	4	5	4	5	5	4	4	53
Hand Weed Beds			4	4	4	4	4	4	4	4			34
Leaf Control		1						2	2	4	4	2	15
Fertilize Shrubs					1				1				2
Irrigation Check				1							1		2

**Notes:**

1. All hedge or tree work is limited to within 10 feet of soil level.
2. Care of annuals, perennials and vegetable gardens are not included in this proposal.
3. Winter Mowing is dependent upon favorable weather.
4. Pruning will be done as needed.

*The schedule shown above is approximate, depending on weather conditions.*