



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, November 19, 2013

**Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon**

7:00 pm City Council Regular Meeting

**URA Board of Directors Meeting
(following the regular City Council meeting)**



Home of the Tualatin River National Wildlife Refuge

REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CONSENT

- A. Resolution 2013-060 Authorizing the City Manager to sign a successor Intergovernmental Agreement between the City of Sherwood and the Sherwood School District for the purposes of the School Resource Officer**
- B. Resolution 2013-061 Appointing members to the Charter Review Committee**

5. PRESENTATIONS

- A. Recognition of Julian Thornton**
- B. Human Rights Proclamation**
- C. Metro Presentation, Metro Councilor Dirksen**

6. PUBLIC HEARING

- A. Resolution 2013-062 Adjusting Solid Waste Collection Rates (Joe Gall, City Manager)**
- B. Ordinance 2013-008 Amending the Municipal Code to add Chapter 9.54 Regulating Camping in Areas Open to the Public (Tom Pessemier, Assistant City Manager)**

7. CITIZEN COMMENTS

8. COUNCIL ANNOUNCEMENTS

9. CITY MANAGER AND DEPARTMENT REPORTS

10. ADJOURN TO URA BOARD OF DIRECTORS MEETING

How to Find Out What's on the Council Schedule:

City Council meeting materials and agenda are posted to the City web page at www.sherwoodoregon.gov, by the Friday prior to a Council meeting. Council agendas are also posted at the Sherwood Library/City Hall, the YMCA, the Senior Center, and the City's bulletin board at Albertson's. Council meeting materials are available to the public at the Library.

To Schedule a Presentation before Council:

If you would like to appear before Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder Sylvia Murphy by calling 503-625-4246 or by e-mail to: murphys@sherwoodoregon.gov

AGENDA

**SHERWOOD CITY COUNCIL
November 19, 2013**

7:00 pm City Council Regular Meeting

**URA Board of Directors Meeting
(following the City Council meeting)**

**Sherwood City Hall
22560 SW Pine Street
Sherwood, OR 97140**

TO: Sherwood City Council

FROM: Ty Hanlon, Police Captain

Through: Jeff Groth, Police Chief, Paul Elsner, City Attorney and Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2013–060 authorizing the City Manager to sign a successor Inter-Governmental Agreement (IGA) between the City of Sherwood and the Sherwood School District for the purposes of the School Resource Officer (SRO)

Issue:

Shall the City Council approve a successor Inter-Governmental Agreement (IGA) with the Sherwood School District for the School Resource Officer (SRO) program?

Background:

The City of Sherwood has an existing IGA with the Sherwood School District that provides for a mutually funded SRO position. Both parties desire to renew the agreement and sign a successor. The successor IGA has been approved by legal counsel and is ready to be signed. City Staff, including the City Manager, Police Chief and Finance Director are satisfied with the ongoing agreement, recognize the mutual benefits of an SRO and the fiscal benefits of costs sharing and desire to continue the partnership.

Financial Impacts:

The School Resource Officer position was contained in and approved as a part of the FY2013-14 City of Sherwood budget and there are no unanticipated financial impacts.

Recommendation:

Staff respectfully recommends the City Council approve Resolution 2013-060 authorizing the City Manager to sign the successor IGA with the Sherwood School District for the purposes of the School Resource Officer program.



RESOLUTION 2013-060

AUTHORIZING THE CITY MANAGER TO SIGN A SUCCESSOR INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD SCHOOL DISTRICT FOR THE PURPOSES OF THE SCHOOL RESOURCE OFFICER

WHEREAS, the duly elected governing body of the City of Sherwood, Oregon, having been presented with information about the successful ongoing partnership with the Sherwood School District, the public safety benefits and cost sharing benefits of the School Resource Officer; and

WHEREAS, the Sherwood City Council hereby resolves that it is in the good interest of the City to continue the ongoing partnership by signing a successor intergovernmental agreement with the Sherwood School District and thereby authorizes the City Manager to sign the agreement.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to sign the successor Intergovernmental Agreement, attached as Exhibit A, between the City of Sherwood and the Sherwood School District for the purposes of the School Resource Officer

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 19th day of November 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

**CITY OF SHERWOOD
SHERWOOD SCHOOL DISTRICT NO. 88J**

Intergovernmental Agreement for Provision of School Resource Officer Services

THIS AGREEMENT is entered into by and between the City of Sherwood, Oregon ("City"), and Sherwood School District No. 88J ("District"), pursuant to the authority of ORS Chapter 190 (Intergovernmental Cooperation).

- A. The District desires the services of a School Resource Officer to create an atmosphere of safety and security on all district campuses, to provide for community policing on campus and provide a positive law enforcement experience for the school community.
- B. The City currently operates a sworn police force that could provide such services.
- C. The parties desire to cooperate in the provision of this service in order to ensure good communication and the efficient deployment of resources.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. General Administration – City Responsibilities.
 - a. City shall provide one police officer who will be assigned to District and will serve as a School Resource Officer ("SRO"). The SRO's primary assignment will be at Sherwood High School.
 - b. The SRO shall be a sworn employee of the City Police Department and be supervised by the Police Department through the Support Services Division and a designated supervisor ("SRO Supervisor"). The SRO Supervisor will be responsible for hiring, firing, evaluation, and discipline of the SRO pursuant to the City's personnel policies and/or collective bargaining agreements. The SRO Supervisor will promptly review and respond to any performance concerns raised by the District.
 - c. Except as provided in Section 2(a) below, the City shall furnish all equipment and a vehicle for use by the SRO.
 - d. The SRO Supervisor shall consult with the high school principal with regard to the SRO's schedule, and shall consult with all school principals regarding SRO activities in their schools.
- 2. General Administration – District Responsibilities.
 - a. The District shall provide the SRO with a furnished (desk, chairs, telephone, computer, office supplies) office within Sherwood High School. The District will be responsible for all utilities supplied to the Office.
 - b. District principals shall work cooperatively with the SRO Supervisor regarding the SRO's schedule and deployment at their schools.

3. General Administration – Responsibilities of both Parties:

- a. The parties anticipate the SRO will spend approximately half time on school police business and half time on non-school police business. The parties understand this can vary on a day-to-day basis depending on policing needs generally and on the schools and school year. The parties will evaluate time spent prior to the contract notice of termination deadline each year to determine if any adjustments are necessary.
- b. The parties agree all equipment supplied by the District remains the District's property and all equipment supplied by the City remains the City's property.
- c. The parties agree a well-trained SRO is necessary and the cost of specialized SRO training shall be shared by the City and the District on a case-by-case basis.
- d. The parties agree the SRO's specific duties and responsibilities under this Agreement will be set out in a separate Memorandum of Understanding (MOU) between the Police Chief on behalf of the City and the Superintendent on behalf of the District. In the event of any conflicts between this Agreement and the MOU, this Agreement controls.

4. Payments to the City.

- a. The District shall pay the City 50% of the annual costs for recruitment, salary, and benefits of the SRO position. The estimated cost for the 2013-14 school year is \$64,000.
- b. The City will invoice the District quarterly at the beginning of each fiscal quarter for the quarter's prorated costs plus 50% of any agreed-upon specialized training expenses incurred during the prior quarter. The District will make payment on such invoice within 30 days of receipt.
- c. At least 60 days prior to the end of the current fiscal year covered under this Agreement, the City will provide District with a statement of the costs described in Section 4(a) for the following fiscal year, along with an explanation for any cost increases. If the parties agree on the costs, the District's costs for the following fiscal year shall be set forth in an amendment to this Agreement. If the parties cannot agree on the costs, this Agreement shall terminate at the end of the current fiscal year.

5. Reports.

- a. The City agrees to provide a monthly activity report to the District.
- b. The City will provide other reports, or may discontinue or combine any of the above reports, as the City and the District may agree.

6. Limitations and Conditions.

- a. To the full extent permitted by Oregon law, the City agrees to indemnify, within the limits of the Oregon Tort Claims Act, the District, its officers, employees, Board members, agents and insurers(collectively referred to as District) from any

and all claims, demands, settlements or judgments, including all costs and attorney fees, arising from the City's activities under this Agreement, provided, that the City shall not be required to indemnify District for any such claims, demands, settlements, or judgments arising from the wrongful acts of the District's Board members, officers, agents or employees.

- b. To the full extent permitted by Oregon law, the District agrees to indemnify, within the limits of the Oregon Tort Claims Act, the City its officers, employees, Council members, agents and insurers (collectively referred to as City) from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from the District's activities under this Agreement, provided District shall not be required to indemnify City for any such claims, demands, settlements or judgments arising from the wrongful acts of the City's Councilors, officers, agents or employees.
 - c. City and District shall each maintain insurance policies during the term of this Agreement sufficient to cover the indemnity obligations set forth above.
7. Confidentiality.

As required by the Family Educational Rights and Privacy Act, 20 USC 1232(g) ("FERPA"), and ORS 326.565, City shall not disclose any personal information or records regarding students or their families that City may learn of or obtain in the course of its performance under this Agreement except as authorized by these laws. The parties recognize FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five (5) years (34 CFR 99.33(e)). Personally identifiable information obtained by City in the performance of this Contract may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Contract.

8. Term.

This Agreement shall be effective beginning July 1, 2013 through June 30, 2014. It shall renew automatically without further action of the parties each fiscal year unless the parties fail to execute an addendum establishing the District's cost for the succeeding fiscal year by June 30 of the then current fiscal year.

9. Integration.

This Agreement embodies the whole of the agreement between the parties. Any prior written or oral agreements shall be superseded hereby. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

10. Severability.

If any provision(s) of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

11. Notice.

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

If to City: Joseph Gall, City Manager
20495 SW Borchers Drive
Sherwood, Oregon 97140

If to District: Dr. Heather Cordie, Superintendent
23295 SW Main Street
Sherwood, Oregon 97140

12. Oregon Law and Forum.

- a. This Agreement shall be construed according to the laws of the State of Oregon.
- b. Any litigation between the City and the District arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

13. Independent Contractor Status.

- a. The City is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- b. The City and its employees are not employees of the District and are not eligible for any benefits through the District including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

14. Amendments.

City and District may amend this Agreement at any time only by written amendment executed by authorized representatives of the City and/or the District.

15. Non-Waiver.

The City and the District shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

16. No Benefit to Third Parties

This Agreement and the rights and duties described herein is personal to City and District and is neither for nor construed to be for the benefit of any third party (ies).

IN WITNESS WHEREOF, the authorized representatives of the City of Sherwood and the Sherwood School District No. 88J have HEREBY AGREED:

CITY OF SHERWOOD

SHERWOOD SCHOOL DISTRICT NO. 88J

By _____
Joe Gall,
City Manager

By _____
Dr. Heather Cordie,
Superintendent

Date signed: _____

Date signed: _____

TO: Sherwood City Council

FROM: Joseph Gall, ICMA-CM, City Manager
Through: N/A

SUBJECT: Resolution 2013-061 - A resolution appointing members to the Charter Review Committee

Issue:

In order to give the Charter Review Committee time to consider possible amendments to the City Charter for the May 2014 election, members should be selected as soon as possible so the committee can start their work. This resolution would appoint the committee members based on the previously adopted resolution establishing the Charter Review Committee.

Background:

At their annual Goal Setting session held on February 9, 2013, City Council identified their desire to create a City Charter Review Committee in FY2013-14 and on October 15, 2013 adopted Resolution 2013-055 creating such a committee. The primary goal of the committee is to evaluate the existing City Charter and to determine if the charter should be updated or changed.

Although the original resolution creating the committee cited a target date of a future 2014 election, the consensus of the City Council is to aim for the May 2014 ballot. The time frame for possible charter amendments to be considered for a May 2014 election is short. Council will need final recommendations from the Charter Review Committee by their first meeting in March 2014 in order to submit notice of local measure to the County by the deadline of March 20, 2014. Therefore, time is of the essence.

The Charter Review Committee will likely begin meeting on Thursday, December 5, 2013. The Staff representative assigned to support the committee is Joseph Gall, City Manager and other staff will be available as needed. City Council has assigned Council President Linda Henderson as a liaison to the committee.

It is important to note that the Charter Review Committee is considered a temporary, ad hoc committee and not a permanent board and commission as defined within the Sherwood Municipal Code. The Council Selection Committee selected a fourth person to serve as an alternate to the three City-at-large positions. If one of these three Citizen-at-large members cannot complete their service during the life of the committee, the alternate

has been identified in advance to maintain progress for the committee. In addition, each of the six boards and commissions that are represented on the Charter Review Committee will select a replacement from their respective boards and commissions if their representative cannot complete their service.

Financial Impacts:

Financial impacts of this resolution are anticipated to be minimal with the majority of the impacts in staff support time. The committee will be primarily supported by the City Manager which will not equate to additional costs. We do anticipate some limited City Attorney costs at the beginning and end of the committee's work, but our intent is limit this to a minimum amount of time.

Recommendation:

Staff respectfully requests City Council adoption of Resolution 2013-061 appointing members to the Charter Review Committee.



RESOLUTION 2013-061

**A RESOLUTION APPOINTING MEMBERS TO
THE CHARTER REVIEW COMMITTEE**

WHEREAS, the City Council adopted Resolution 2013-055 at their October 15, 2013 meeting to create a Charter Review Committee; and

WHEREAS, Resolution 2013-055 specified that the committee will be comprised of nine members appointed by the City Council, with one member from each of the City's boards and commissions and three Citizen-at-large members; and

WHEREAS, each of the six city boards and commissions selected a representative to serve on the Charter Review Committee; and

WHEREAS, the City Council solicited applications for the three Citizen-at-large members and received seven applications prior to the November 1, 2013 deadline; and

WHEREAS, the applications were reviewed by a selection committee consisting of Council President Linda Henderson, Councilor Bill Butterfield and Councilor Dave Grant; and

WHEREAS, the selection committee selected three Citizen-at-large members to serve on the Charter Review Committee; and

WHEREAS, the selection committee selected an alternate Citizen-at-large member in case one of the three regular members are unable to serve or to complete their service on the Charter Review Committee; and

WHEREAS, each of the City's boards and commissions will replace their respective representative on the Charter Review Committee if their representative is unable to serve or to complete their service on the Charter Review Committee.

NOW THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The following citizens are selected to serve on the Charter Review Committee:

Citizen-at-Large Members:

- Jennifer Kuiper
- Pat Allen
- Bob Silverforb
- Renee Brouse, Alternate

City Boards and Commissions Members:

Beth Cooke, Sherwood Planning Commission
Brian Stecher, Parks and Recreation Advisory Committee
Jack Hoffbuhr, Library Advisory Board
Alyse Vordermark, Cultural Arts Commission
Charles Harbick, SURPAC
Neil Shannon, Sherwood Budget Committee

Section 2: This Committee is considered a temporary, ad hoc committee.

Section 3: This Resolution shall be in effect upon its approval and adoption.

Duly passed by the City Council this 19th day of November 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Joseph Gall, ICMA-CM, City Manager
Through: Christopher Crean, City Attorney

SUBJECT: Resolution 2013-062 Adjusting Solid Waste Collection Rates

Issue:

Shall the City Council adjust the solid waste collection rates?

Background:

The City Council sets rates for all solid waste collection services as set forth in Sherwood Municipal Code 8.20.080. The current solid waste collection rates have been in effect since 2009. The Sherwood Municipal Code 8.20.040 grants exclusive solid waste management franchises within the City, and Sherwood Municipal Code 8.20.080.C outlines the related factors and process to be followed by City Council to adjust solid waste collection rates.

Pride Disposal, the sole franchisee for solid waste collection services in Sherwood has made a request for a rate adjustment per Sherwood Municipal Code 8.20.080.E.1. The City of Sherwood aims to set a reasonable aggregate target profit of 8 percent to 10 percent annually for their solid waste franchisees. The City has determined through an analysis of financial information from Pride Disposal that their aggregate profit rate for 2012 ranged from 1.4 percent to 5.6 percent depending upon type of collection service.

A work session reviewing the financial information was held with the Sherwood City Council on October 1, 2013. The City Manager has reviewed the Rate Review Report compiled by Bell & Associates and concurs with the recommendation to adjust solid waste collection rates for an aggregate profit rate of 9 percent. The proposed effective date for the new solid waste collection rates should take effect on January 1, 2014.

Financial Impacts:

There are no anticipated financial impacts to the city budget as a result of adoption of this proposed resolution.

Recommendation:

Staff respectfully requests adoption of Resolution 2013-062 whereby the City Council adjusts the solid waste collection rates.



RESOLUTION 2013-062

A RESOLUTION ADJUSTING SOLID WASTE COLLECTION RATES

WHEREAS, the current solid waste collection rates have been in effect since 2009; and

WHEREAS, the City Council sets rates for all solid waste collection services as set forth in Sherwood Municipal Code 8.20.080; and

WHEREAS, the Sherwood Municipal Code 8.20.060 provides for compensation to be paid by the City's Solid Waste franchise for the use of City streets in the form of solid waste franchise fees; and

WHEREAS, the Sherwood Municipal Code 8.20.040 grants exclusive solid waste management franchises within the City, and Sherwood Municipal Code 8.20.080.C outlines the related factors and process to be followed by City Council to adjust solid waste collection rates; and

WHEREAS, Pride Disposal, the sole franchisee for solid waste collection services in Sherwood has made a request for a rate adjustment per Sherwood Municipal Code 8.20.080.E.1; and

WHEREAS, the City of Sherwood aims to set a reasonable aggregate target profit of 8 percent to 10 percent annually for their solid waste franchisees; and

WHEREAS, the City has determined through an analysis of financial information from Pride Disposal that their aggregate profit rate for 2012 ranged from 1.4 percent to 5.6 percent depending upon type of collection service; and

WHEREAS, the City Manager has reviewed the Rate Review Report compiled by Bell & Associates and concurs with the recommendation to adjust solid waste collection rates for an aggregate profit rate of 9 percent; and

WHEREAS, the City has determined that the new solid waste collection rates should take effect on January 1, 2014; and

NOW THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The Sherwood City Council hereby approves the new schedule of solid waste collection rates as contained in the attached Exhibit A.

Section 2. The adjusted solid waste collection rates will take effect on January 1, 2014.

Section 3. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 19th day of November 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

City of Sherwood

New Residential Cart Collection Rates (effective January 1, 2014)

Service Level	Current Rate	New Rate
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Cart Service

One 20 gallon cart	\$ 20.55	\$ 21.52
One 35 gallon cart	\$ 22.59	\$ 23.65
One 60 gallon cart	\$ 30.04	\$ 31.45
One 90 gallon cart	\$ 37.55	\$ 39.31
On-Call service	\$ 12.18	\$ 12.75
Extra Can / 32 gallon Bag	\$ 5.47	\$ 5.75
Extra Bag (small)	\$ 2.75	\$ 2.90

Yard Debris Only	\$ 6.10	\$ 6.40
Second Yard Debris Cart	\$ 6.10	\$ 6.40
Yard Debris Extra	\$ 1.07	\$ 1.15
Recycling Only	\$ 4.47	\$ 4.70

Service Fees

Walk-in Fee	\$ 4.00	\$ 4.20
SNP	\$ 25.00	\$ 25.00
NSF	\$ 25.00	\$ 25.00
Go Back Fee	\$ 13.18	\$ 13.80

Bulky Item Pick Up

Special Services Fee (per Hour)	\$ 75.00	\$ 78.75
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City of Sherwood

New Commercial Collection Rates (effective January 1, 2014)

Current Commercial Collection Rates

Container	One	Two	Three	Four	Five	EOW
1 yard	\$ 96.01	\$ 179.51	\$ 259.76	\$ 340.04	\$ 420.51	
each additional	62.96	121.46	179.83	238.20	296.70	
1.5 yard	123.30	227.54	331.72	435.90	540.16	
each additional	87.21	169.50	251.78	334.04	416.35	
2 yard	147.57	275.64	403.71	531.77	659.83	90.25
each additional	111.50	217.60	323.76	429.92	536.02	59.19
3 yard	195.97	371.83	547.58	723.35	899.21	115.90
each additional	159.89	313.78	467.64	621.51	775.40	81.97
4 yard	244.39	468.05	691.51	914.97	1,138.62	138.72
each additional	208.83	410.00	611.56	813.13	1,014.81	104.81
5. yard	292.85	564.10	835.37	1,106.63	1,377.89	
each additional	256.77	506.07	755.41	1,004.77	1,254.08	
6 yard	341.02	660.08	979.04	1,297.99	1,617.05	184.21
each additional	304.94	602.03	899.07	1,196.14	1,493.24	150.29
8 yard	438.73	853.18	1,267.65	1,682.08	2,096.54	229.73
each additional	402.66	795.14	1,187.69	1,580.24	1,972.72	196.30

COMPACTED RATES

1 yard compacted	216.11	404.06	584.72	765.41
2 yard compacted	332.17	620.46	908.71	1,196.97
3 yard compacted	441.12	836.96	1,232.57	1,628.23
4 yard compacted	550.11	1,053.54	1,556.54	2,059.52

Current Commercial Collection Rates

Heavy Container	One	Two	Three	Four	Five
1 yard	\$ 106.04	\$ 201.01	\$ 293.21		
each additional	n/a	n/a	n/a	n/a	n/a
1.5 yard	146.61	268.50	416.94	539.10	660.25
each additional	138.65	264.00	390.11	503.04	614.99
2 yard	194.01	374.89	544.86	704.16	861.27
each additional	182.05	345.10	495.60	638.31	779.35
3 yard	264.62	509.05	736.88	949.27	1,171.98
each additional	251.21	486.62	710.01	931.35	1,149.55
4 yard	334.99	644.01	950.75	1,236.66	1,511.05
each additional	323.00	632.07	932.84	1,224.58	1,494.71
5. yard	401.12	785.22	1,160.01	1,523.48	1,862.23
each additional	393.38	762.81	1,126.38	1,481.89	1,824.96
6 yard	459.51	899.13	1,329.99	1,745.63	2,155.80
each additional	450.39	881.26	1,303.06	1,701.40	2,099.15
8 yard	581.00	1,135.70	1,675.10	2,202.92	2,713.72
each additional	568.67	1,111.80	1,639.64	2,155.37	2,654.02

New Commercial Collection Rates

One	Two	Three	Four	Five	EOW
\$ 100.92	\$ 188.69	\$ 273.04	\$ 357.43	\$ 442.01	
66.18	127.67	189.03	250.38	311.87	
129.60	239.17	348.68	458.19	567.78	
91.67	178.17	264.65	351.12	437.64	
155.12	289.73	424.35	558.96	693.57	94.86
117.20	228.73	340.32	451.90	563.43	62.22
205.99	390.84	575.58	760.34	945.19	121.83
168.07	329.82	491.55	653.29	815.05	86.16
256.89	491.98	726.87	961.76	1,196.84	145.81
219.51	430.96	642.83	854.71	1,066.70	110.17
307.82	592.94	878.09	1,163.22	1,448.35	
269.90	531.95	794.04	1,056.15	1,318.21	
358.46	693.83	1,029.10	1,364.36	1,699.74	193.63
320.53	632.81	945.04	1,257.30	1,569.60	157.97
461.16	896.81	1,332.47	1,768.09	2,203.74	241.48
423.25	835.80	1,248.42	1,661.04	2,073.59	206.34

COMPACTED RATES

227.16	424.72	614.62	804.55
349.16	652.19	955.18	1,258.18
463.68	879.76	1,295.60	1,711.49
578.24	1,107.41	1,636.13	2,164.83

New Commercial Collection Rates

One	Two	Three	Four	Five
\$ 111.46	\$ 211.29	\$ 308.20		
n/a	n/a	n/a	n/a	n/a
154.11	282.23	438.26	566.67	694.01
145.74	277.50	410.06	528.76	646.44
203.93	394.06	572.72	740.17	905.31
191.36	362.75	520.94	670.95	819.20
278.15	535.08	774.56	997.81	1,231.91
264.06	511.50	746.32	978.97	1,208.33
352.12	676.94	999.37	1,299.90	1,588.32
339.52	664.39	980.54	1,287.20	1,571.14
421.63	825.37	1,219.33	1,601.38	1,957.45
413.50	801.82	1,183.98	1,557.66	1,918.28
483.01	945.11	1,398.00	1,834.89	2,266.03
473.42	926.32	1,369.69	1,788.40	2,206.49
610.71	1,193.77	1,760.75	2,315.56	2,852.48
597.75	1,168.65	1,723.48	2,265.58	2,789.73

City of Sherwood

Drop Box Rates (effective January 1, 2014)

	Current Rate	New Rate	
Service	Per Pull	Per Pull	
10 CuYds	\$ 111.29	\$ 120.00	Haul charge listed + actual disposal fee
20 CuYds	\$ 111.29	\$ 120.00	Haul charge listed + actual disposal fee
30 CuYds	\$ 111.29	\$ 120.00	Haul charge listed + actual disposal fee
40 CuYds	\$ 111.29	\$ 120.00	Haul charge listed + actual disposal fee
Compactor	\$ 138.86	\$ 145.00	Haul charge listed + actual disposal fee
Delivery / Relocation	\$ 64.33	\$ 67.00	
Rental Charge	\$ 5.40	\$ 6.00	10 / 20 CuYds Box after 48 hours
	\$ 7.13	\$ 8.00	30 CuYds Box after 48 hours
	\$ 7.13	\$ 8.00	40 CuYds Box after 48 hours
Drop Box with Lid	+ \$5.00	\$ 11.00	10 CuYds Box after 48 hours
		\$ 11.00	20 CuYds Box after 48 hours
		\$ 13.00	30 CuYds Box after 48 hours
		\$ 13.00	40 CuYds Box after 48 hours

City of Sherwood

Medical Waste Rates (effective January 1, 2014)

Collection Rates

On-site Pick-up Fee \$ 28.50

Plus Disposal Fee per Collected Unit Unit Cost

Disposal Cost per 17 or < Gal. Unit \$ 19.20
 Disposal Cost per 23 Gal. Unit \$ 20.21
 Disposal Cost per 31 Gal. Unit \$ 21.55
 Disposal Cost per 43 Gal. Unit \$ 24.62

The Medical Waste Collection Rate is the sum of the On-Site Pick-up Fee plus the disposal cost per unit of waste.

Collection Scenarios	Pick-Up Fee	Disposal Fee	Total Rate
One 9 gallon container	\$ 28.50	\$ 19.20	\$ 47.70
One 23 gallon container	\$ 28.50	\$ 20.21	\$ 48.71
One 43 gallon container	\$ 28.50	\$ 24.62	\$ 53.12
Three 9 gallon containers	\$ 28.50	\$ 57.60	\$ 86.10
Four 23 gallon containers	\$ 28.50	\$ 80.84	\$ 109.34
Two 43 gallon containers	\$ 28.50	\$ 49.24	\$ 77.74

Rate Comparison

Containers	Current Rate	Proposed Rate
One 9 gallon container	\$ 55.20	\$ 47.70
One 23 gallon container	\$ 56.95	\$ 48.71
One 43 gallon container	\$ 58.75	\$ 53.12
Two 9 gallon, three 31 gallon, and five 43 gallon containers	\$ 305.20	\$ 254.67
Eight 43 gallon containers	\$ 178.40	\$ 225.48
Ten 43 gallon containers	\$ 221.00	\$ 274.73
Twelve 43 gallon containers	\$ 247.80	\$ 323.97

TO: Sherwood City Council

FROM: Tom Pessemier, Assistant City Manager
Through: Chris Crean, City Attorney and Joseph Gall, ICMA-CM, City Manager

SUBJECT: Ordinance 2013-008, an ordinance amending the municipal code to add chapter 9.54 regulating camping in Areas Open to the Public

Issue:

The Special Committee formed by the City Council made a recommendation to adopt a camping ordinance on properties in the City of Sherwood. This recommendation was presented by the Chair of the Committee, Meerta Meyer, on August 6, 2013. At the meeting, the Council discussed the recommendation and reviewed the proposed text of the ordinance. Council indicated that it was favorable to considering such an ordinance but wanted Legal Counsel and Staff to address a couple of specific items and return with revised language and a recommendation from Staff. The specific items were: 1) to make sure the definition of Area Open to the Public was clear, and 2) to make sure that the ordinance was clear that this did not apply to residential yards where people may set up tents for family events. Council considered these text changes and Staff recommended changes at the October 1, 2013 Council meeting. Council gave additional comments to Staff and asked them to modify the text of the ordinance to be considered at a future Council meeting.

Background:

There has been a periodic problem of camping in areas open to the public that was identified as a public safety and welfare problem. The Police Chief indicated that a camping ordinance such as the one proposed would be an asset in dealing with this issue in the future.

Staff has modified the proposed ordinance language as requested by City Council at the October 1st meeting and mark-ups of those changes are shown in Exhibit A of this Staff Report. Considerable discussion occurred over the definition of Camping and the language is Staff's best effort to capture Council's comments. Alternative options for language in this section are included below.

Option 1: Language as noted in the attached Exhibit A.

Option 2: "Camp" or "Camping" means the use of an Area Open to the public as temporary quarters for the purposes of living, sleeping or residing.

Option 3: "Camp" or "Camping" means the use of an Area Open to the public as temporary quarters for the purposes of living, sleeping or residing, the parking of any motor vehicle, including a motor home, recreational vehicle or trailer, for the apparent purpose of occupancy.

Financial Impacts:

There are no financial impacts connected with Ordinance 2013-008 except for periodic enforcement efforts by the Sherwood Police Department to ensure compliance.

Recommendation:

Staff respectfully recommends Council further consider Ordinance 2013-008 to establish camping regulations on Areas Open to the Public.

Exhibit 1:

Chapter 9.54 – Regulation of Camping in Areas Open to the Public

9.54.010 - Purpose.

This chapter is enacted to promote and protect the health, safety and welfare of the City’s residents as well as property within the City through the regulation of Camping on or near Areas Open To The Public as well as on or near vacant lots in order to address the adverse impacts of such activities including crime victimization, littering, public urination, public defecation, public intoxication, theft of water and electricity, verbal and physical assaults, trespass onto adjacent public and private properties, vandalism, property damage, fire hazards, and harassment or intimidation of occupants, employees, and/or customers.

9.54.020 – Definitions

For the purposes of this chapter, the following definitions shall apply:

A. “Area Open To The Public” means an outdoor area on private property within the City and that is intended for public access including but not limited to private streets, alleyways and pedestrian ways, and common areas such as parking lots and picnic areas of schools, medical facilities, apartment houses, office and industrial buildings, service stations, churches and retail shopping centers. An “Area Open To The Public” also includes a vacant or unimproved lot or parcel that, while not intended for public access, is not fenced or otherwise restricts direct public access to the lot or parcel. “Area Open To The Public” does not include those areas of improved private real property that are not open to the public such as a residential property including the yard.

B. “Camp” or “Camping” means the use of an Area Open To The public as temporary quarters for the purposes of living, sleeping or residing. Such activities may include, but need not be limited to any of the following: (1) sleeping or making preparations to sleep, including the laying down of bedding for the purpose of sleeping; (2) the parking of any motor vehicle, including a motor home, recreational vehicle or trailer, for the apparent purpose of occupancy; ~~(3) storing personal belongings;~~ (3) making any fire; ~~and (5) conducting cooking activities.~~

9.54.030 – Regulation of Camping

Except as otherwise provided in this chapter, a person shall not Camp in any Area Open To The Public. Nothing in this chapter prohibits a person from Camping in an area lawfully designated for Camping including campgrounds or recreational vehicle parks.

9.54.040 - Enforcement Responsibility and Authority.

The Sherwood Police Department and the City Manager, or person designated by the City Manager, are jointly charged with the enforcement of this Chapter.

9.54.050 - Variances.

- A. Any person may apply for a:
1. Class A variance to Camp in an area open to the public for up to fourteen (14) days in duration; or
 2. Class B variance to Camp in an area open to the public for fifteen (15) or more days in duration.
- B. A person, entity or organization may apply for a variance under subsection (A) on behalf of multiple individuals or person(s).
- C. Notwithstanding any other provision of this chapter, the Chief of Police, the City Manager or the City Manager's designee may permit a person to Camp in Areas Open To The Public provided: (1) a situation exists that necessitates the need to camp in the Area Open To The Public; (2) the use of the Area Open To The Public for Camping purposes will not, on balance be unduly detrimental to the public health, safety or welfare; and (3) the owner or person or entity legally controlling occupancy of the Area Open To The Public has consented to the Camping.

9.54.060 - Variance Application.

- A. An applicant for a variance shall submit the following information on a form approved by the City:
1. A reference to the provision in this chapter from which the variance is sought;
 2. The reason(s) why the variance is necessary;
 3. A general description of the physical characteristics of the Area Open To The Public for which a variance is sought;
 4. The variance's time period;
 5. The signed consent from the owner or person or entity legally controlling occupancy of the Area Open To The Public for which the variance is sought;
 6. Any other supporting information the City Manager or City Council may reasonably require to allow consideration of the conditions set forth in Section 9.52.100.

B. The applicant for a Class A variance shall submit the application to the City Manager or the City Manager's designee. The applicant for a Class B variance shall submit the application to the City Recorder, who shall place the matter on the agenda for a forthcoming City Council meeting.

9.54.070 - Public Notification for Class B Variance.

The applicant for a Class B variance shall post notice along the nearest public road at the boundaries of the property containing the Area Open To The Public for which the variance is sought so that the notice is visible from the public road, ~~and~~ publish notice thereof in a newspaper of general circulation in the city and post on the City's website. Posted notice on the property and website shall be at least seven days prior to the public hearing with published notice completed at least four days prior to the hearing. Notice under this section shall state the date the council will consider the application, the nature and substance of the variance to be considered, and that written comments on the application may be filed with the City Recorder before the meeting at which the application is to be considered.

9.54.080 - Variance Review.

The City Manager, City Manager's designee may grant a Class A variance.

City Council may grant a Class B variance.

If requested by the applicant the City Manager may extend a Class A variance by up to 15 calendar days if Council cannot consider a Class B variance because of scheduling issues.

The City Manager, City Manager's designee or City Council may grant a variance, after considering the written application for variance and any written comments submitted when it appears the following conditions exist:

A. There are unnecessary or unreasonable hardships or practical difficulties which can be most effectively relieved by granting the variance, and;

B. The granting of the application will not be unduly detrimental to the public health or safety or welfare.

9.54.090 - Variance Decision.

A. The City Manager or the Manager's designee shall grant or deny a Class A variance within ~~five~~^{three} days of receipt of a complete variance application, excluding Saturdays, Sundays, and holidays.

B. The City Council shall grant or deny a Class B variance within thirty (30) days of receipt of the application, and may, on its own motion, hold a public hearing on the application before deciding to grant or deny the variance.

C. The City Manager, City manager's designee or City Council may impose such limitations, conditions and safeguards as deemed appropriate, so that the spirit of the chapter will be observed, and the public safety, health and welfare are secured. A violation of any such condition or limitation constitutes a violation of this chapter.

D. A decision to grant or deny the variance shall be in writing and state the reasons for the decision. The City Council or City Manager shall notify the applicant of the decision and shall make it available to any person who submitted written comments on the application.

9.54.100 - Review.

The decision of the City Manager, City Manager's designee or the City Council to grant or deny a variance is final. Such decisions may be reviewed pursuant to ORS 34.010 to 34.100 (writ of review).

9.54.110 – Civil Penalties.

A person who violates any provision of this Chapter is subject to a civil penalty (Class C violation) for each day a violation occurs.

~~*A person who violates any provision of this Chapter is subject to a civil penalty of no more than one hundred dollars (\$100.00) for each day a violation occurs.*~~



ORDINANCE 2013-008

AN ORDINANCE AMENDING THE MUNICIPAL CODE TO ADD CHAPTER 9.54 REGULATING CAMPING IN AREAS OPEN TO THE PUBLIC

WHEREAS, Sherwood City Council established a special committee for the purpose of developing potential new ordinances to regulate the conduct of individuals and businesses in the City; and

WHEREAS, among the ordinances recommended by the special committee, the committee proposed regulations to address unauthorized camping in areas open to the public; and

WHEREAS, on August 6, 2013, the City Council conducted a public hearing on the proposed ordinances, including the proposed camping regulations, and

WHEREAS, at the August 6, hearing the Sherwood Chief of Police testified that the camping regulations would be a useful tool for law enforcement to protect public health and safety; and

WHEREAS, on October 1, 2013, the City Council further considered language for the proposed Ordinance and proposed additional language changes,

WHEREAS, after reviewing the revisions to the proposed camping regulations, the City Council agrees that the camping regulations are in the best interest of the City of Sherwood and the health, safety and welfare of its residence.

NOW, THEREFORE, THE CITY OF SHERWOOD ORDAINS AS FOLLOWS:

Section 1. Findings. After full and due consideration of the evidence presented, the Council finds that the text of the Sherwood Municipal Code shall be amended to create regulation of camping in Areas Open to the Public; therefore, the Council adopts the amendments contained in Exhibit 1.

Section 2. Approval. The proposed amendment for the Municipal Code Amendment identified in the attached Exhibit 1, is hereby **APPROVED**.

Section 3 - Manager Authorized. The City Manager is hereby directed and authorized to take such action as may be necessary to document this amendment, including necessary updates to Chapter 9 of the Municipal Code in accordance with applicable City ordinances and regulations.

Section 4 - Effective Date. This Ordinance shall take effect 30 days after its approval and adoption.

Duly passed by the City Council this 19th day of November 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Clark	_____	_____
Langer	_____	_____
Butterfield	_____	_____
Folsom	_____	_____
Grant	_____	_____
Henderson	_____	_____
Middleton	_____	_____

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Sherwood Field House Monthly Report October 2013

<u>October-13</u>	<u>Oct-13</u>		<u>YTD</u>		<u>Oct-12</u>
					Est.
<u>Usage</u>		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served*</u>
Leagues	4	364	8	1231	294
Rentals	59	1180	133	2340	1035
Other (Classes)					
[1] Day Use	6	27	11	42	49
Total Usage		1571		3613	1378
<u>Income</u>	<u>Oct-13</u>	<u>YTD</u>			
Rentals	\$3,903	\$8,820			
League fees (indoor)	\$7,705	\$19,397			
Card fees (indoor)	\$180	\$430			
Day Use	\$157	\$216			
Advertising					
Snacks	\$200	\$498			
Classes					
Total	\$12,145	\$29,361			
FY 12 13					
<u>Income</u>	<u>Oct-12</u>	<u>YTD</u>			
Rentals	\$2,949	\$10,609			
League fees (indoor)	\$500	\$13,516			
Card fees (indoor)	\$80	\$280			
Day Use	\$211	\$438			
Advertising					
Snacks	\$121.75	\$433			
Classes					
Total	\$3,862	\$25,276			

*Estimated number of people served based on all rentals have a different # of people. Along with each team will carry a different # of people on their roster.



PRB Report for October 2013:

Sports field and Gyms:

In October there were 22 youth football games at the high school. They had 5 teams make the playoffs.

Youth soccer held 21 classic games at Snyder Park.

They had 66 games at Hopkins for K through 2nd grade

They also held 88 games for 3rd through high school at most school locations.

Volleyball has finished up for the season.

Sideline cheer is done practicing they do have a couple playoff games left.

Youth baseball and softball finished up their fall leagues with about 30 games each the first two weeks of October.

I am in the middle of the practice schedule for the basketball recreation teams.

I will be adding all of this to the districts school dude calendar.

I am also putting together the letters for basketball coaches on gym care and days that the schools will be closed or gyms not available.

I will be sending out Facility use invoice request for all fall sports the first couple weeks of November.

Field House:

We are trying a new method of advertising we have a digital ad on Oregonlive.com as well as a print ad.

Our night time rentals are picking up with the cold weather.

It looks like we will be starting our women league back up on Thursday nights.

After the interview process I have asked H.R to extend offers to two part time temporary seasonal employees for the winter season.

Youth league sign-ups are very slow for the first session.

Have finished painted new lacrosse lines in the Field House for the next couple of lacrosse sessions.

Respectfully Submitted November 1, 2013

Lance Gilgan



Sherwood Public Library – October 2013 Monthly Management Report

	<u>Current Year</u>	<u>Past Year</u>	<u>% Change</u>
Check out	31,618	32,507	-2.7% (23% Self-check)

Check in	23,059	24,230	- 4.8%
-----------------	---------------	---------------	---------------

- New Library cards 112
- Volunteer hours 177.50 hours; equivalent to 1.02 FTE (24 volunteers)
- New Library2Go users 35
- Library2Go check outs 838

Monthly Activities

- Twenty-eight Baby, Preschool and Toddler Storytimes (680 attendees total) *No storytimes one week (Miss Teresa on vacation)
- Two Read-to-the-Dogs programs
- Magazine Monday (free magazine giveaway)
- 10/03 Teen Advisory Board Meeting (3 teens)
- 10/06 & 20 Adult Writing Workshops (8 & 9 in attendance)
- 10/09 “A Will Is Not Enough In Oregon” presentation by Richard Schneider (18 attendees)
- 10/09 Pajama Time Storytime (4 children & 3 adults = 7 total)
- 10/12 Local author June Reynolds signs her newest book, “Something in the Sky”
- 10/13-19 Teen Read Week
- 10/16 Wednesday Crafternoon with an apple theme (27 children & 15 adults = 42 total)
- 10/16 Library Advisory Board Meeting
- 10/23 DIY Craftshop – Shrunken Apple Pirates (3 teens & 2 adults = 5)
- 10/26 Saturday Family Storytime (17 children & 11 adults = 28 total)

- 10/31 Friends of the Library hand out books and candy to “trick or readers”
- Volunteer recruitment & training continues / New volunteers started shifts

CONTESTS/RAFFLES

- **33 teens** participated in the Teen Read Week Raffle. One teen won the main prize, a \$25 Amazon.com gift certificate. Eight teens won \$10 passes to the Sherwood Ice Arena.
- **14 teens** also participated in the Read & Release program on Wednesday, October 16. They picked up a paperback from the library to read and pass on to a friend or leave in an area where another teen will find it.
- Library staff attended various regional, City and WCCLS meetings: Youth Services, Policy Group, Safety Committee, Circulation, Unique Management, Children’s Services Division, Oregon Young Adult Network, Multnomah County Library and OLA Executive Board

Public Works Department

Monthly Update – November 2013

Below are the tasks performed for each section that is in addition to our regular maintenance programs.

Water

- Begin work on Water Master Plan updates
- Waiting for Contractor's schedule so that we can install water services for the following: Sentinel Storage, Walmart and various pads.
- Installation of Segment 3 Pipeline
- Install Water Services for 2nd Street (infill lot)
- Close out Reservoir Seismic improvement project

Storm

- Tree planting on Nov. 9th by R2R at Woodhaven Open Space/Storm Water Quality Facility
- Leaf program began in Area 1 on November 4th
 - Customers can drop excess leaves at Public Works on November 23rd with the donation of two or more cans of non-perishable food for Helping Hands
- Brush removal with R2R and CWS at Woodhaven Park will happen in November
- Fence repairs at King Richard Water Quality Facility
- Prepared for Fall storm events
- Work with Washington County to recap of West Nile Virus abatement program summer 2013 and addressing 2014 needs
- Responded to blocked culvert on Handley
- Install Storm Manhole on 2nd Street infill project
- Complete City's stormwater pollution control plan with implementation in January 2014
- Complete City's Illicit Discharge Response Plan Manual with implementation in December

Sanitary

- Scheduling for all Sanitary Programs that will begin in January.

Parks/Sports Fields

- Leaf clean up
- GPS irrigation system while winterizing system
- Field lights at Laurel Ridge and Middle school (waiting on SDC funding to begin land use process)
- Begin bid process for replacement of structure and borders at Murdock Park
- Trail inspections for maintenance work
- Pick out, install and decorate holiday tree.

Streets

- Perform quarterly street light inspections (end of the month)
- Continue Sidewalk Program full replacement repairs and inspections
- Continue to update of road-rating system (PCI)
- Prep for tree trimming program – work will be completed in December and January

- Begin preparation for Winter storm events at end of month
- Leaf cleanup of streetscapes
- Downtown Holiday street tree lights expected to be installed beginning November 15th
- Working on Murdock street light issues with PGE
- Coordination with Post Office regarding three mailbox relocations

School District

- Working with School District to clean storm inlets. This will be a billed item to the school district.

Fleet/Equipment

- Take remaining five (5) City vehicles through DEQ
- Purchasing new Leaf Vac
- Continue to work on Vehicle and Equipment Depreciation and Replacement Program

Facilities

- Poured concrete pad and installed Elections box
- Tree removal of plum trees in front of ADA parking at YMCA (replacement trees may not be replanted until spring) to address safety issues.
- Installation two door closers for Senior Center restrooms
- Complete Facility Asset Management plan in November

Administration/Utility Billing

- As of 11-04-13, we have generated \$47,176.00 in principle charges for the Sidewalk Program, with the program discount the actual bill amount totaled \$23,588.00. From this amount only \$4,104.43 needs to be collected.
- In October we rolled over \$2,175.52 in unpaid utility bills to Outside Collections.
- We refunded \$330.00 in Rebates and \$398.21 in Leak Adjustments to customers.
- Update delinquency process. Current process can be confusing to customers. This affects 1-2% of our customer base.
- Continue with surveys/analysis of residential accounts in commercial zones (confirm proper billing)
- Continue with survey/analysis of properties in City limits with no account.
- Total number of customer service calls for Month of September (both UB and Public Works) 2305 (average 100 calls per day; does not include email or walk in customers)
- As of 11-04-13 total registered accounts signed up on Online Bill Pay Site – 2,600 (up 54 accounts since October; total number of paperless accounts – 1,230 (up 32 accounts since October, total number of auto pay customers = 1065 (up 37 accounts since October).

Solid Waste

- Continue to work on commercial food scrap pilot program for solid waste with Washington County and Pride Disposal. We are currently in the process of reaching out to eligible restaurants/stores to be in the program

Maintenance Management Systems (GIS/Hansen)

- Work on AMI configuration.
- Completed successful Hansen Patch.