

Notice of Public Meeting

City Council Meeting

AGENDA

CITY COUNCIL - CITY OF FALLS CITY, OREGON

Meeting Location: 320 N Main Street, Falls City, Oregon 97344

Thursday September 8, 2016 6:00 p.m.

Posted on September 2, 2016

- 1) **Call to Order**
A) Roll Call: Julee Bishop ____ Dennis Sickles ____ Lori Jean Sickles ____ Jennifer Drill ____
Tony Meier ____ Gerald Melin ____ Terry Ungricht, Mayor ____
- 2) **Pledge of Allegiance**
- 3) **Motion to Adopt the Entire Agenda**
- 4) **Consent Agenda: Motion Action Approving Consent Agenda Items**
A. Approval of the Bills pages 1-3
B. Approval of July 14, 2016 Council Meeting Minutes.....pages 4-61
C. Approval of August 4, 2016 Council Work Session Minutes.....pages 62-65
- 5) **Public Comments:** Citizens may address the Council or introduce items for Council consideration on any matters. Council may not be able to provide an immediate answer or response, but may direct staff to follow up on any questions raised. Out of respect to the Council and others in attendance, please limit your comment to five (5) minutes. Please state your name and city of residence for the record.
- 6) **New Business:**
A. Bridgeport Road.....pages 66
B. Resolution 17-2016, City Engineer Contract..... pages 67-126
C. Wastewater Income Survey..... pages 127-152
D. Oregon Health Authority, Water system survey..... pages 153-169
E. Committee Appointments..... pages 170-172
F. Boondocks Additional Privilege OLCC License..... Pages 173-175
G. Declaration of Emergency..... pages 176-219
H. Code Enforcement..... pages 220
- 7) **Correspondence, Comments, and Ex-Officio Reports**
A. Mayor Report.....pages 221-222
B. Council Reports
 Polk County Sheriff Garton's report.....page
 Fire Department Monthly Report, January through May.....pages
 Public Works Department Monthly Reportpages 223-224
 Library Monthly Reportpages
- 8) **Council Announcements**
A. Next regular City Council meeting October 13, 2016 at 6:00 p.m.
- 9) **Adjourn**

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City of Falls City
Paid Bills Report
 As of August 14, 2016

CenturyLink	Date	Memo	Account	Class	Amount
	08/14/2016	multiple phone bills August	Accounts Payable		-426.64
	08/14/2016	August	Telephone	01 GENERAL FUND:01.01 Administrat	189.55
	08/14/2016	August	Telephone	20 WATER OPERATING FUND	64.59
	08/14/2016	August	Telephone	01 GENERAL FUND:01.07 Fire Depart	172.50
					<u>0.00</u>
Total CenturyLink					
City of Salem	08/14/2016	inv#2303891	Accounts Payable		-1,748.04
	08/14/2016	70% inv#2303891, 911	911 Fee - Fire Department	01 GENERAL FUND:01.07 Fire Depart	1,223.63
	08/14/2016	30% inv#2303891	911 Fee - Law Enforcement	01 GENERAL FUND:01.01 Administrat	524.41
					<u>0.00</u>
Total City of Salem					
Delaman Trucking & Excavation	08/14/2016	2130	Accounts Payable		-1,210.92
	08/14/2016	INV#2130, South Main Street project	System Maintenance/Repair	11 STREET FUND	1,210.92
					<u>0.00</u>
Total Delaman Trucking & Excavation					
Edge Analytical	08/14/2016	16-18835	Accounts Payable		-20.00
	08/14/2016	16-18835	Lab Analysis Services	20 WATER OPERATING FUND	20.00
					<u>0.00</u>
Total Edge Analytical					
Falls City Fire Association	08/14/2016	July and August Donation	Accounts Payable		-1,833.32
	08/14/2016	July/August Donation to Falls City Fire /Point System		01 GENERAL FUND:01.07 Fire Depart	1,833.32
					<u>0.00</u>
Total Falls City Fire Association					
Falls City Screen Printing	08/14/2016	shirts	Accounts Payable		-265.00
	08/14/2016	shirts	Uniforms and Protective Gear	20 WATER OPERATING FUND	88.34
	08/14/2016	shirts	Uniforms and Protective Gear	13 SEWER FUND	88.33
	08/14/2016	shirts	Uniforms and Protective Gear	11 STREET FUND	88.33
					<u>0.00</u>
Total Falls City Screen Printing					
Pacific Power	08/14/2016	multiple accounts, 21091561-006 2	Accounts Payable		-1,479.18
	08/14/2016	August	Power/Heat	01 GENERAL FUND:01.07 Fire Depart	377.11
	08/14/2016	August	Power/Heat	01 GENERAL FUND:01.01 Administrat	119.14
	08/14/2016	August	Power/Heat	01 GENERAL FUND:01.03 Parks	67.05
	08/14/2016	August	Power/Heat	13 SEWER FUND	232.17
	08/14/2016	August	Street Lights	11 STREET FUND	626.60
	08/14/2016	August	Power/Heat	20 WATER OPERATING FUND	57.11
					<u>0.00</u>
Total Pacific Power					
Petro Card	08/14/2016	C087529	Accounts Payable		-127.75
	08/14/2016	20% C087529	Vehicle Operation	11 STREET FUND	25.55
	08/14/2016	20%	Vehicle Operation	13 SEWER FUND	25.55
	08/14/2016	60%	Vehicle Operation	20 WATER OPERATING FUND	76.65
					<u>0.00</u>
Total Petro Card					
Richard & Patricia Hill	08/14/2016	Withdrawal of Subdivision application	Accounts Payable		-1,263.00
	08/14/2016	Withdrawal of Subdivision application	Council of Governments Planning	01 GENERAL FUND:01.01 Administrat	1,263.00
					<u>0.00</u>
Total Richard & Patricia Hill					
Royal Flush Portables, Inc	08/14/2016	A-16432	Accounts Payable		-250.00
	08/14/2016	A-16432	Professional Services	01 GENERAL FUND:01.03 Parks	250.00
					<u>0.00</u>
Total Royal Flush Portables, Inc					

City of Falls City
Paid Bills Report
As of August 14, 2016

	Date	Memo	Account	Class	Amount
Spear Hoyt LLC	08/14/2016	36127	Accounts Payable		-190.00
	08/14/2016	INV: 36127	Attorney/Special Council	01 GENERAL FUND:01.01 Administrat	190.00
					0.00
Total Spear Hoyt LLC					
Thomas Forbes Plumbing	08/14/2016	8/2/2016	Accounts Payable		-38.76
	08/14/2016	8/02/2016	Maintenance Supplies	20 WATER OPERATING FUND	38.76
					0.00
Total Thomas Forbes Plumbing					
Consumers Power Inc	08/19/2016	Account # 1155301	Accounts Payable		-169.72
	08/19/2016	August Power	Power/Heat	20 WATER OPERATING FUND	169.72
					0.00
Total Consumers Power Inc					
Edge Analytical	08/19/2016	16-18840	Accounts Payable		-198.00
	08/19/2016	16-18840	Lab Analysis Services	13 SEWER FUND	198.00
					0.00
Total Edge Analytical					
TRTL Enterprises, LLC	08/19/2016	INV: 912	Accounts Payable		-765.00
	08/19/2016	Invoice #912 Brush cutting	Brush Cutting	11 STREET FUND	630.00
	08/19/2016	Invoice #912 Brush cutting	Brush Cutting	20 WATER OPERATING FUND	135.00
					0.00
Total TRTL Enterprises, LLC					
US Bank Visa	08/19/2016	Account Number: 4798 5312 1498 114	Accounts Payable		-125.00
	08/19/2016	August, web gov domain	Computer Software Maintenance	01 GENERAL FUND:01.01 Administrat	125.00
					0.00
Total US Bank Visa					
Ferguson Waterworks	08/25/2016	Account: 50936 Invoice:0536347	Accounts Payable		-144.07
	08/25/2016	Invoice: 0536347	Maintenance Supplies	20 WATER OPERATING FUND	144.07
					0.00
Total Ferguson Waterworks					
Forbes Plumbing	08/25/2016	Inv: 14836	Accounts Payable		-20.85
	08/25/2016	Inv: 0000014836	Maintenance Supplies	20 WATER OPERATING FUND	20.85
					0.00
Total Forbes Plumbing					
Lighting Equipment Service	08/25/2016	008954	Accounts Payable		-144.50
	08/25/2016	008954	Equipment Maintenance/Repair	01 GENERAL FUND:01.07 Fire Departu	144.50
					0.00
Total Lighting Equipment Service					
Liquivision Technology Inc.	08/25/2016	5425	Accounts Payable		-2,700.00
	08/25/2016	5425, dive res.	Equipment Maintenance/Repair	20 WATER OPERATING FUND	2,700.00
					0.00
Total Liquivision Technology Inc.					
Mary Sykes	08/25/2016	Maxiaids reimbursement	Accounts Payable		-186.75
	08/25/2016	Reimbursement for Maxiaids	Office Supplies	01 GENERAL FUND:01.07 Fire Departu	186.75
					0.00
Total Mary Sykes					
Petro Card	08/25/2016	C092815	Accounts Payable		-77.75
	08/25/2016	20% C092815	Vehicle Operation	11 STREET FUND	15.55
	08/25/2016	20%	Vehicle Operation	13 SEWER FUND	15.55
	08/25/2016	60%	Vehicle Operation	20 WATER OPERATING FUND	46.65
					0.00
Total Petro Card					
Plitney Bowes					

City of Falls City
Paid Bills Report
 As of August 14, 2016

Date	Memo	Account	Class	Amount
08/25/2016	8000-9000-0969-9830	Accounts Payable		-301.50
08/25/2016	20% postage	Office Supplies	01 GENERAL FUND:01.01 Administrat	60.30
08/25/2016	20% postage	Office Supplies	13 SEWER FUND	60.30
08/25/2016	60% postage	Office Supplies	20 WATER OPERATING FUND	180.90
				<u>0.00</u>
Total Pitney Bowes				
Pollard Water				
08/25/2016	0052019	Accounts Payable		-297.56
08/25/2016	0052019, water valve for hydrant	System Maintenance/Repair	20 WATER OPERATING FUND	297.56
				<u>0.00</u>
Total Pollard Water				
Valley Electric Company, LLC				
08/25/2016	August statement	Accounts Payable		-157.50
08/25/2016	WTP power outage	Equipment Maintenance/Repair	20 WATER OPERATING FUND	157.50
				<u>0.00</u>
Total Valley Electric Company, LLC				
CenturyLink Business Services				
09/01/2016	August 1385394917	Accounts Payable		-3.15
09/01/2016	August 1385394917-85%	Telephone	01 GENERAL FUND:01.01 Administrat	2.68
09/01/2016	August 1385394917-15%	Telephone	20 WATER OPERATING FUND	0.47
				<u>0.00</u>
Total CenturyLink Business Services				
City of Dallas				
09/01/2016	INV# 201E08251837 July	Accounts Payable		-300.00
09/01/2016	INV# 201E08251837 July	Streets Maintenance/Repair	11 STREET FUND	300.00
				<u>0.00</u>
Total City of Dallas				
Edge Analytical				
09/01/2016	16-20288	Accounts Payable		-198.00
09/01/2016	16-20288	Lab Analysis Services	20 WATER OPERATING FUND	198.00
				<u>0.00</u>
Total Edge Analytical				
King's Pumping Service				
09/01/2016	13009, 13010	Accounts Payable		-1,926.00
09/01/2016	inv. 13009, 13010	Professional Services	13 SEWER FUND	1,926.00
				<u>0.00</u>
Total King's Pumping Service				
Van Well Building Supply				
09/01/2016	inv. 11219321, 11310421	Accounts Payable		-73.85
09/01/2016	11310421 South Main	Professional Services	11 STREET FUND	43.08
09/01/2016	inv. 11219321	System Maintenance/Repair	20 WATER OPERATING FUND	30.77
				<u>0.00</u>
Total Van Well Building Supply				

City of Falls City
City Council Regular Meeting
Meeting Minutes
August 11, 2016

Meeting Location: 320 N Main Street, Falls City, Oregon 97344

Council Present: Mayor Terry Ungricht, Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop

Staff Present: Domenica Protheroe, City Clerk; Don Poe, Public Works Lead Worker

Mayor Ungricht called the meeting to order at 6:00 PM.

1) Roll Call

Clerk Protheroe took roll call. Councilor L. Sickles arrived at 6:08 PM

2) Pledge of Allegiance

Mayor Ungricht led the pledge.

3) Motion to adopt the entire Agenda

A motion was made by Councilor D. Sickles and seconded by Councilor Meier to adopt the entire agenda with the addition of Item F. Motion carried 5-0-0. Ayes: Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop

4) Consent Agenda

A motion was made by Councilor Meier and seconded by Councilor D. Sickles to adopt the Consent Agenda. Motion carried 5-0-0. Ayes: Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop.

5) Public Comments

Tracy Young of Falls City reported she heard a rumor that the City will bring in security guards. She recommended a retired police officer stationed in the RV Park. She asked for the status of the discussion with Polk County Sheriff Office about enforcing our Ordinances. Ms. Young reported that her neighbor across the street is very loud at night and disturbs her sleep. May Ungricht stated if the City hired a police officer they would need to be certified under State Law and insurance for would be costly, whereas security guards would not receive benefits and would provide the insurance.

6) New Business

A. Emergency Preparedness Group (EPG)

The EPG has focused on two major natural disasters: EMP-Electronic Magnetic Pulse and Earthquakes. Councilor Drill suggested that Council create a local point of contact from the top down, a local process of declaring a disaster, and a local process for declaring martial law. She welcomed Council's input. Mayor Ungricht encouraging another Polk County Citizen Emergency Response Team (CERT) class for citizens. Several citizens had attended a recent CERT classes, and several other citizens were active members of CERT. He recommended contacting Kimber Townsend of CERT for sample plans. Clerk Protheroe offered to provide the Emergency Declaration guidelines manual for cities. Councilor Drill wanted the focus to stay local and emphasizes the need for local decisions should both the County and State be unavailable. Council discussed local points of contacts. Councilor Drill asked Councilors to give her feedback and to encourage neighbors to prepare for a disaster.

B. Falls City Alliance Property

The City had not received the written grant notification and therefore the total amount of the grant and requirements of the grant were unknown. Polk County Community Development Corporation had provided a written report on the Falls City Alliance loan that included the loan payoff amount and the amount of payments made to date. The remaining balance on the loan was \$70,000. It was anticipated that after applying the acquisition grant to the loan balance, the loan payment would be \$235.11. Mayor Ungricht hoped to have grant documents available at the September or October Council meeting.

C. Polk County Natural Hazard Mitigation

Appendix C Falls City of the Polk County Multi-Jurisdictional Hazard Mitigation Plan was distributed to City Councilors (Exhibit A).

Mayor Ungricht reported that the mitigation plan update project resulted from a Federal Emergency Management Agency (FEMA) lawsuit regarding endangered species on rivers. Clerk Protheroe provided an overview of the update project and the timeline. A new tab called Hazard Mitigation Plan had been added to www.fallscityoregon.gov to provide the public information on the plan and the process. Mayor Ungricht invited input from the public and from Councilors.

D. Committee Appointments

Jim Partridges' application for the Park and Recreation Committee was distributed to City Councilors (Exhibit B).

Mayor Ungricht confirmed that Councilor Melin could vote on the motion.

A motion was made by Councilor D. Sickles and seconded by Councilor L. Sickles that Falls City Council grant its consent to appoint Linda Melin and Racheal Burks to the Economic Development Committee and to appoint Racheal Burks to the Historical Landmark Commission and to appoint Jim Partridge to the Parks and Cemetery [Recreation] Committee. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop.

E. August 4, 2016 Work Session

Mayor Ungricht reported that 72 people had attended the Work Session of which 17 signed up for the Neighborhood watch program. A neighborhood watch kickoff meeting will be scheduled with the Polk County Sheriff. Citizens have pledged a total of \$600.00 for cement barricades for the Michael Hardy (Lower) Park. One bid for the barricades was \$1,200 for fifteen barricades. Councilor Drill reported that Fire Chief Bob Young requested emergency vehicle access to the river from both the north and south side; the north side would provide the main access. He had suggested digging a ditch and installing large boulders or installing metal pipes that could be removed to allow access for emergency vehicles. Council considered whether to contact Weyerhaeuser and ask for a gate. Mayor Ungricht requested direction from Council. Councilor Melin, Councilor Drill, and Councilor Meier thought a barrier was needed. Councilor L. Sickles suggested that a survey asking for public opinion. Councilor Drill did not agree with a survey because there had been issues for years and it was time to take action. Parks and Recreation Committee Chair Janelle Anzalone did not support barriers. She reported the kids had cleaned up the blackberry vines in the park to allow clear access. Councilor D. Sickles stated emergency vehicles could have access issues if vehicles are parked in the park. He supported a survey because a significant number of people had voiced opposition at the Work Session. The results of the survey would help guide the Council vote, but Council would also need to consider public safety. Council discussed the existing designated area parking sign

but did not agree if the parking was clearly designated. Boulders were installed in the past only to be moved by park goers to allow vehicle access. Janet and Jeff Propp discussed the aggressive nature of people in the park towards park neighbors. Mayor Ungricht closed the audience discussion. Mayor Ungricht will bring costs and a plot plan map to Council before taking action. The plan will consider emergency vehicle access.

A motion was made by Councilor Drill and seconded by Councilor Meier to proceed with the barricades at the Michael Harding Park. Motion carried 4-3-0. Ayes: Jennifer Drill, Tony Meier, Julee Bishop. Mayor Ungricht voted in favor of the motion to break the tie vote. Nays: Lori Jean Sickles, Gerald Melin, Dennis Sickles.

Mayor Ungricht referred Council to the budget on page 51 of the meeting packet. He asked Council to identify the budget line item that will be used to pay for the purchase of unbudgeted items, such as the barricades, when making a motion approving purchases.

The camera bids came in higher than expected at \$9,200 for City Hall and the Fay Wilson Memoria Park, \$3,400 for the Upper Park and \$3,400 for the Fire Station. A camera could not be installed in the Falls Park due to the lack of power. Mayor Ungricht will look for less expensive cameras because the City could not afford the bid amounts.

F. City Engineer

The City Engineer Agenda report was distributed to City Councilors (Exhibit C).
The final signed contract would be put before Council.

A motion was made by Councilor Meier and seconded by Councilor L. Sickles that the Falls City Council grant its consent to allow Mayor Ungricht to execute the contract with minor changes to be agreed to by the City Attorney, Westech, and the Mayor. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop.

7) Correspondence, Comments and Ex-Officio Reports

A. Mayors Report

Two recirculation tank pumps were repaired after they went offline. All three pumps are back online. The City would ask the City Engineer, once hired, to find a solution for the flanges that are not sealing correctly on two of the three pumps. Mayor Ungricht hoped the resolution would not be too costly, because he hoped the city would move forward with the Wastewater Facility upgrade.

A large power surge had shut down the water plant. The electrician informed Public Works that the surge had also shut down the Luckiamute Plant. The surge was very strong and destroyed the battery backup and surge protector; a new unit had been purchased for \$99.00 from COSTCO. Mayor Ungricht thanked Don Poe and Karl (Corky) Wagner for working over the weekend to recover from the power surge, including draining the clear well.

Oregon Health Authority inspected the treatment plan. The inspection report had not yet been received, but Public Works felt the inspection went well. Assumed deficiencies included the lack of a Cross Connection Specialist. Additionally, we will be required to change how we collect lead and copper samples. Councilor D. Sickles requested additional details about collecting lead and copper samples. Mayor Ungricht stated the City collects samples from ten (10) homes built between the late 1960's to late 1980's every 3 years. If high levels were found, the City would be required to use soda ash for treatment of all water flowing through the treatment plant, even though the issue resides with residential pipes.

Almost ten household have requested that the South Main Street pavement company contact them for extra work. The engineer will inspect the new catch basin next week.

The annual audit was conducted on Monday. The annual workers compensation audit was in process.

Rose Bajorins, Shane Curry, Charlotte Ungricht, Councilor Dennis Sickles, and Mayor Ungricht received training from Portland State University (PSU) to collect income surveys door to door from the wastewater users who have not responded by mail or phone. The group was able to complete roughly half of the remaining surveys needed over the weekend. Mayor Ungricht thanked all responding to the survey and thanked the survey volunteers. He anticipated that the City would receive a decision from the Infrastructure Finance Authority (IFA) on the income survey in time to apply in the October grant cycle for Community Development Block Grant (CDBG) funding for wastewater plant. He would reach out for letters of support for the project.

Mayor Ungricht apologized for getting the City Council Agenda Packet out late.

Mayor Ungricht encouraged City Council to talk to citizens about the library levy and stated that Council and the School Board had agreed on a joint meeting in September.

Mayor Ungricht requested approval for reimbursement for lodging for upcoming Small Water System Training in Seaside. The training was free. City Council agreed by consensus.

The City was not awarded the Fire Grant for self-contained breathing apparatus. Notification on the grant for radios had not been received yet. The city needed to purchase four radios at \$460.00.

B. Council Reports

Councilor Drill asked if the bathrooms at the Upper Park had been locked as directed by Council. Mayor Ungricht reported that the restroom had not been locked and he was working with the Sheriff's office.

Councilor Drill asked where residents should park during the South Main Street paving project. Residents were concerned about the safety of parked vehicles. Don Poe reported the project was scheduled be completed in one day. One lane of traffic would be open during the project. Driveways would be usable at night. Residents could park in the Old Mill lot if needed. Councilor Meier offered parking at the Church. Mayor Ungricht asked residents to be respectful of new pavement.

Councilor Drill asked for a status of Green Haven RV Park agreement. Mayor Ungricht and Councilor Meier had inspected the RV Park earlier in the day. They were a few empty spots. Councilor D. Sickles had also driven though the RV Park several times and found the area similar to other areas. Councilor Meier wanted a deadline established for RV to move, as required by the Conditional Use Permit. Mayor Ungricht planned to meet with Mike Bowman to audit the Recreation Vehicles in order to establish a move date and to check on reporting of VIN numbers. Councilor Drill wanted to meet with Mike Bowman.

Mayor Ungricht informed Councilor Drill that the investigation of the house fire at 279 Mill Street was still open. He would meet with the homeowner to discuss the cleanup and the need

to cap the sewer connection in order to prevent Infiltration/Inflow (I/I). He would also ask if they wanted to donate the property to Falls City.

Councilor Drill complimented the Polk County Sheriff's Department for responding quickly to the report of a Falls City runaway teenager. The teenage was located quickly.

Councilor Meier noted several concerns with the Green Haven RV Park, including trailers visible from the street, which was not allowed by the Conditional Use Permit. He was told the area was an overflow area, which the Conditional Use Permit did not list as part of the approved use. Mayor Ungricht informed Council that he had asked Councilor Meier to keep notes on conditions found in the Green Haven RV Park.

Councilor Melin thanked Council for adding Rachael Burks and Linda Melin to the Economic Development Committee.

Westly Richardson asked City Council for a noise permit for his annual birthday party. Council gave their approval by consensus noting that the City had not received complaints for the 2015 party.

8) **Council Announcements**
September 8, 2016 at 6:00 PM is the next City Council meeting.

9) **Adjourn**
The meeting adjourned at 7:13 pm.

_____ Mayor Terry Ungricht

Attested: _____ City Clerk Domenica Protheroe

8

Exhibit A

(33 pages)

Appendix C
Falls City



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This appendix contains the specific information about Falls City, Oregon to support the Polk County Multi-Jurisdictional Hazard Mitigation Plan update.

This section further supports the Falls City's planning process by listing Steering Committee membership, documenting public outreach efforts, and summarizing the review and incorporation of existing plans, studies, and reports used to develop this MHMP.

DMA 2000 Requirements: Planning Process

Multi-Jurisdictional Planning Participation

Requirement §201.6(a)(3): Multi-jurisdictional plans (e.g., watershed plans) may be accepted, as appropriate, as long as each jurisdiction has participated in the process ... Statewide plans will not be accepted as multi-jurisdictional plans.

Element

- Does the new or updated plan describe how each jurisdiction participated in the plan's development?
- Does the updated plan identify all participating jurisdictions, including new, continuing, and the jurisdictions that no longer participate in the plan?

Planning Process

Requirement §201.6(b): An open public involvement process is essential to the development of an effective plan.

Documentation of the Planning Process

Requirement §201.6(b): In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:

Element

- An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
- An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia, and other private and nonprofit interests to be involved in the planning process; and
- Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

Requirement §201.6(c)(1): [The plan shall document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

Element

- Does the plan provide a narrative description of the process followed to prepare the new or updated plan?
- Does the new or updated plan indicate who was involved in the planning process? (For example, who led the development at the staff level and were there any external contributors such as contractors? Who participated on the plan committee, provided information, reviewed drafts, etc.?)
- Does the new or updated plan indicate how the public was involved? (Was the public provided an opportunity to comment on the plan during the drafting stage and prior to the plan approval?)
- Does the new or updated plan discuss the opportunity for neighboring communities, agencies, businesses, academia, nonprofits, and other interested parties to be involved in the planning process?
- Does the planning process describe the review and incorporation, if appropriate, of existing plans, studies, reports, and technical information?
- Does the updated plan document how the planning team reviewed and analyzed each section of the plan and whether each section was revised as part of the update process?

Source: FEMA, July 2008.

Falls City is dedicated to mitigating potential natural and technological hazard threats to its population and infrastructure. To fulfill that goal, the City organized a Hazard Mitigation Plan development Steering Committee dedicated to identifying hazard threats and developing actions that can be taken to mitigate damage and life losses from those threats.

Table C-1 contains the City’s Steering Committee participant list to augment the Polk County MHMP planning elements.

Table C-1. Falls City Steering Committee

Name	Agency/Department/Affiliation
Keith Moes (Steering Committee Leader)	Community Development Coordinator
Suzanne Dufner	WVCOG Planner
Donovan Watkins	Planning Committee Member
Jeff Smera	Planning Committee Member
Darrin Fleener	Falls City Mayor
City Council	
Don Poe	Public Works Supervisor
Robert Young	Fire Chief
Community Members	
Rick Zunk	Long-term resident-active/concerned community member, historical knowledge
Barbara Spencer	Produces community newsletter active/concerned community member

Table C-2 contains the summary of the City’s public involvement and planning meeting activities.

Table C-2. Public Involvement Mechanisms

Mechanism	Description
April Kickoff Newsletter	Explained plan development process and solicited input and comments.
Newsletter	Public Announcement and Invitation to Risk Assessment Review Public Meeting, August 14, 2008
August 14, 2008 Countywide Public Meeting, 10 a.m., 2 p.m., & 6 p.m., Polk County Council Chambers, Dallas, OR	Presented draft risk assessment results and provided opportunity to comment.
Newsletter	The Falls, Small community newsletter article

CAPABILITY ASSESSMENT

Table C-3, C-4, and C-5 contain the City's resources used to support planning activities, including the reports and studies reviewed as part of the update process.

Table C-3. Falls City's Legal and Regulatory Resources Available for Hazard Mitigation

Regulatory Tool	Name	Effect on Hazard Mitigation
Plans	Emergency Operations Plan (2006)	Identifies emergency planning, policies, procedures, and response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies.
	Falls City Comprehensive Plan (1980)	Defines governance, development, infrastructure, and responsibilities.
	Falls City Charter	Defines governance.
Programs	National Flood Insurance Program (NFIP)	Makes affordable flood insurance available to homeowners, business owners, and renters in participating communities. In exchange, those communities must adopt and enforce minimum floodplain management regulations to reduce the risk of damage from future floods.
Policies (Municipal Codes)	Building Regulations	Adopts and enforces the Oregon Building Code.
	Falls City Code	Defines building requirements for the city, guides city governance, and contains floodplain ordinances.
	Falls City Zone and Development Ordinance	Restricts building in hazard zones.

Table C-4. Falls City's Administrative and Technical Resources for Hazard Mitigation

Staff/Personnel Resources	Department/Division Position
Planner(s) or engineer(s) with knowledge of land development and land management practices	City Engineer: Contract John McGee Company City Planner Suzanne Dufner Mid Willamette Council of Governments (COG)
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	Infrastructure
Planner(s) or engineer(s) with an understanding of manmade or natural hazards	Yes- Planner Suzanne Dufner COG
Floodplain manager	Suzanne Dufner COG
Personnel skilled in GIS and/or HAZUS-MH	Yes, Keith Moes, no capability in Falls City GIS accomplished by COG
Director of Emergency Services	No
Finance (grant writers, purchasing)	City Recorder/City Finance Manager Keith Moes
Public Information Officers	Mayor and City Recorder

Table C-5. Falls City's Financial Resources for Hazard Mitigation

Financial Resources	Effect on Hazard Mitigation
General funds	yes
Authority to levy taxes for specific purposes	(Measure 5 or Measure 50) w/ a cap w/ voter approval (cannot exceed cap)
Incur debt through general obligation bonds	Yes can increase city funding capability
Incur debt through special tax and revenue bonds	yes
Incur debt through private activity bonds	no
Hazard Mitigation Grant Program (HMGP)	FEMA funding which is available to local communities after a Presidentially-declared disaster. It can be used to fund both pre- and post-disaster mitigation plans and projects.
Pre-Disaster Mitigation (PDM) grant program	FEMA funding which available on an annual basis. This grant can only be used to fund pre-disaster mitigation plans and projects only.
Flood Mitigation Assistance (FMA) grant program	FEMA funding which is available on an annual basis. This grant can be used to mitigate repetitively flooded structures and infrastructure to protect repetitive flood structures.
United State Fire Administration (USFA) Grants	The purpose of these grants is to assist state, regional, national or local organizations to address fire prevention and safety. The primary goal is to reach high-risk target groups including children, seniors and firefighters.
Fire Mitigation Fees	Finance future fire protection facilities and fire capital expenditures required because of new development within Special Districts.

Hazard Identification and Screening

The following section defines hazard identification as stipulated in DMA 2000 and its implementing regulations.

DMA 2000 Requirements: Risk Assessment: Identifying Hazards

Identifying Hazards
Requirement §201.6(c)(2)(i): [The risk assessment shall include a] description of the type of all natural hazards that can affect the jurisdiction.
Element
 ■ Does the new or updated plan include a description of the types of all natural hazards that affect the jurisdiction?
 Source: FEMA, July 2008.

Falls City’s Steering Committee determined that the following hazards (identified with an X) could potentially threaten the community. Those hazards identified with an (*) are newly identified by the county as part of the update process.

<i>Natural Hazards</i>	
Flood	X
Winter Storm (Drought & ENSO*)	X
Landslide	X
Wildland Fire	X
Earthquake	X
Volcano	X
Wind	X
Erosion*	X
Expansive Soils	
<i>Technological Hazards</i>	
Dam Failure	
Disruption of Utility and Transportation Systems	X
Hazardous Materials	
Terrorism	

OVERVIEW OF VULNERABILITY ANALYSIS

This section summarizes community specific vulnerability information for Falls City to augment the MHMP development process. It comprises:

- An identification of the types and numbers of existing vulnerable buildings, infrastructure, and critical facilities and, if possible, the types and numbers of vulnerable future development.
- Estimate of potential dollar losses to vulnerable structures and the methodology used to prepare the estimate.
- Assess each jurisdiction's risks where they vary from the risks facing the entire planning area.

The following section defines vulnerability analysis as stipulated in DMA 2000 and its implementing regulations.

DMA 2000 Requirements: Risk Assessment, Assessing Vulnerability, Overview

Assessing Vulnerability: Overview

Requirement §201.6(c)(2)(ii): [The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.

Element

- Does the new or updated plan include an overall summary description of the jurisdiction's vulnerability to each hazard?
- Does the new or updated plan address the impact of each hazard on the jurisdiction?

Source: FEMA, July 2008.

DMA 2000 Requirements: Risk Assessment, Assessing Vulnerability, Addressing Repetitive Loss Properties

Assessing Vulnerability: Addressing Repetitive Loss Properties

Requirement §201.6(c)(2)(ii): [The risk assessment] must also address National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged by floods.

Element

- Does the new or updated plan describe vulnerability in terms of the types and numbers of repetitive loss properties located in the identified hazard areas?

DMA 2000 Recommendations: Risk Assessment, Assessing Vulnerability, Identifying Structures

Assessing Vulnerability: Identifying Structures

Requirement §201.6(c)(2)(ii)(A): The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area.

Element

- Does the new or updated plan describe vulnerability in terms of the types and numbers of existing buildings, infrastructure, and critical facilities located in the identified hazard areas?
- Does the new or updated plan describe vulnerability in terms of the types and numbers of future buildings, infrastructure, and critical facilities located in the identified hazard areas?

Source: FEMA, July 2008.

Falls City actively participates in FEMA's NFIP and has implemented floodplain policies, regulations, and ordinances to protect their threatened population and infrastructure to assure NFIP compliance.

The City's Mitigation Strategy identified and analyzed potential flood mitigation actions that would fulfill NFIP initiatives, specifically addressing RL properties to assure an effective flood mitigation program.

DMA 2000 Recommendations: Risk Assessment, Assessing Vulnerability, Estimating Potential Losses

Assessing Vulnerability: Estimating Potential Losses

Requirement §201.6(c)(2)(ii)(B): [The plan should describe vulnerability in terms of an] estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(i)(A) of this section and a description of the methodology used to prepare the estimate.

Element

- Does the new or updated plan estimate potential dollar losses to vulnerable structures?
- Does the new or updated plan describe the methodology used to prepare the estimate?

Source: FEMA, July 2008.

DMA 2000 Recommendations: Multi-Jurisdictional Risk Assessment

Assessing Vulnerability: Multi-Jurisdictional Risk Assessment

Requirement §201.6(c)(2)(iii): For multi-jurisdictional plans, the risk assessment must assess each jurisdiction's risks where they vary from the risks facing the entire planning area

Element

- Does the new or updated plan include a risk assessment for each participating jurisdiction as needed to reflect unique or varied risks?

Source: FEMA, July 2008.

VULNERABILITY ANALYSIS

Asset Inventory

Asset inventory is the first step of a vulnerability analysis. Assets within each community that may be affected by hazard events include population, residential and nonresidential buildings, critical facilities, and infrastructure.

The asset inventory delineates the City's existing building and infrastructure assets and insured values and are identified in detail in Tables C-6A and C-7.

Table C-6B provides an inventory of NFIP policies and historical claims.

Tables C-8, C-9, and C-10 portray the City's critical infrastructure numbers and values, and their potential vulnerability by hazard type.

Falls City seeks to protect its population by supporting Polk County and Oregon State initiatives, ordinances, building codes, and development regulations. One of the most important initiatives is to prohibit or not allow future development of buildings, infrastructure and critical facilities in identified high hazard areas. Any essential infrastructure component will undergo stringent review to ensure potential hazard risk will be mitigated.

Population and Building Stock

Population data listed in Table C-6A were obtained from the 2000 U.S. Census and Portland State University. It comprises census block level data, and estimates from university conducted community research. The City's existing building and infrastructure and insured values are identified in Tables C-6A and C-7.

Table C-6A. Falls City's Estimated Population and Building Inventory

Population		Residential Buildings		
2000 Census	Estimated 2005 Census	Estimated 2007 Census ²	Total Building Count	Total Value of Buildings (\$) ¹
966	960	965	440	42,636,000

Source: FEMA HAZUS-MH, Version 2006 and U.S. Census 2000.

¹ Average insured structural value of all residential buildings (including single-family dwellings, mobile homes, etc., is \$96,900 per structure).

² Portland State University (PSU) 2007 Oregon Population Report.

Table C-6B. Falls City's NFIP Insurance Report

City of	Total Premiums (\$)	Policies A-Zone	Total Policies	Total Coverage (\$)	Average Premium (\$)	Total Claims Since 1978	Total Paid Since 1978 (\$)	Rep Loss Properties ²
Falls City	249	0	1	175,000	249.00	0	0	0

Source: FEMA NFIP Insurance Report June 23, 2008
FEMA SQANet.

² Content and building claims.

**Appendix C
Falls City**

Table C-7. Falls City's Critical Facilities and Infrastructure

Facility Type	Name / Number	Address	Value ¹
Government	US Post Office	123 Parry Street	\$667,090
	City Hall/	299 Mill Street	\$38,897
	Public Works Maintenance Shop	299 Mill Street	\$133,000
	City Maintenance Storage Bldg	120 Parry Rd	\$155,000
Emergency Response	Wagner Library	111 N Main Street	\$155,967
	Fire Station/Community Center	310 N Main Street	\$3,000,000
Educational	Falls City Elementary School K-8	177 Prospect Avenue	\$983,050
	Falls City High School	81 E North Main Street	\$950,000
Care Facility	Luckiamute Clinic	304 N Main Street	\$100,000
	George Kitchen Memorial Park		Unknown
Community	Michael Harding Memorial Park		Unknown
	Fran Wilson Memorial Park		Unknown
	Grace Family Fellowship	401 Lombard Street	Unknown
	United Methodist Church	242 N Main Street	Unknown
	Seventh-Day Adventist Church	205 N Main Street	Unknown
	Lower Cemetery		Unknown
	Upper Cemetery		Unknown
	First Christian Church	233 S Main St	\$280,550
	Free Methodist Church	257 N Main St	\$133,540
	Luckiamute Falls Park		Unknown
State and Federal Highways	Hwy 223 N/S route		Unknown
	Little Luckiamute River Bridge	500 Main Street	\$3,500,000
Bridges	Steel Foot Bridge	299 Mill St	\$151,000
	Wood Foot Bridge	Foot of Dayton St	\$180,000
Utilities	Teal Creek Water Treatment Plant & water storage tank	6666 Teal Creek Rd	\$3,769,000
	Wastewater Treatment Plant with sand trap	111 N Main St	\$1,650,000

Sources:
 FEMA HAZUS-MH, local jurisdictions.
¹Estimated and/or insured structural value for critical facilities and estimated values for critical infrastructure.
 NA = Not Available.

VULNERABILITY ANALYSIS

The vulnerability analysis development process is thoroughly discussed in the main body of the Polk County MHMP, Section 6, which generated the following Hazard Exposure Analysis Overviews. Tables C-8, C-9, and C-10 depict in tabular form results obtained from the GIS analysis depicted in hazard figures located in Appendix F.

Table C-8. City of Dallas Potential Hazard Exposure Analysis Overview-Population and Buildings

Hazard Type	Hazard Area	Methodology	Population Number	Buildings		
				Residential Number	Non-Residential Number	
				Value (\$) ¹	Value (\$) ¹	
Flood	Moderate	500-year floodplain	--	74	7,170,600	--
	High	100-year floodplain	--	74	7,170,600	--
Winter Storm		descriptive	965	440	42,636,000	--
Landslide	Moderate	>14-32 degrees	--	419	40,601,100	--
	High	>32-56 degrees	--	206	19,961,400	--
Wildland Fire	Moderate	Moderate fuel rank	--	439	42,539,100	--
	High	High fuel rank	--	415	40,213,500	--
	Very High	Very high fuel rank	--	250	24,225,000	--
	Extreme	Extreme fuel rank	--	23	2,228,700	--
Earthquake	Strong	9-20% (g)	--	440	42,636,000	--
	Very strong	20-40% (g)	--	--	--	--
	Severe	>40-60% (g)	--	--	--	--
Volcano		descriptive	965	440	42,636,000	--
Wind		descriptive	965	440	42,636,000	--
Erosion		within 300' of potential areas of erosion	--	101	9,786,900	--
Disruption of Utility and Transportation Systems		descriptive	965	--	--	--

¹Estimated and/or insured structural value.
Note-population by parcel was not available at the time this document was prepared. Once this data is available, a useful analysis of population and residential structures by hazard can easily be completed.

Table C-9. Falls City Potential Hazard Exposure Analysis Overview-Critical Facilities

Hazard Type	Hazard Area	Methodology	Government		Emergency Response		Educational		Care		Community	
			No.	Value (\$) ¹	No.	Value (\$) ¹	No.	Value (\$) ¹	No.	Value (\$) ¹	No.	Value (\$) ¹
Flood	Moderate	500-year floodplain	--	--	--	--	--	--	--	--	--	--
	High	100-year floodplain	3	800K	--	--	--	--	--	--	3	281K
Winter Storm (w/Drought & ENSO)	Moderate	descriptive	5	1.1M	1	3M	2	1.9M	1	100K	11	414K
			5	1.1M	1	3M	2	1.9M	1	100K	10	414K
Landslide	Moderate	>14-32 degrees	--	--	--	--	1	1M	--	--	3	unknown
	High	>32-56 degrees	5	1.1M	1	3M	2	1.9M	1	100K	10	414K
Wildland Fire	Moderate	Moderate fuel rank	5	1.1M	1	3M	2	1.9M	1	100K	10	414K
	High	High fuel rank	5	1.1M	1	3M	2	1.9M	1	100K	10	414K
	Very High	Very high fuel rank	--	--	--	--	1	983K	1	100K	4	unknown
	Extreme	Extreme fuel rank	--	--	--	--	--	--	--	--	--	--
Earthquake	Strong	9-20% (g)	5	1.1M	1	3M	2	1.9M	1	100K	10	414K
	Very strong	20-40% (g)	--	--	--	--	--	--	--	--	--	--
	Severe	>40-60% (g)	--	--	--	--	--	--	--	--	--	--
Volcano		descriptive	5	1.1M	1	3M	2	1.9M	1	100K	11	414K
			5	1.1M	1	3M	2	1.9M	1	100K	11	414K
Erosion	within 300' of potential areas of erosion	descriptive	3	800K	1	3M	--	--	1	100K	6	414K
			5	1.1M	1	3M	2	1.9M	1	100K	11	414K
Disruption of Utility and Transportation Systems		descriptive	5	1.1M	1	3M	2	1.9M	1	100K	11	414K

**Appendix C
Falls City**

Table C-10. Falls City Potential Hazard Exposure Analysis Overview-Critical Infrastructure

Hazard Type	Hazard Area	Methodology	Highways		Bridges		Utilities	
			Miles	Value (\$) ¹	No.	Value (\$) ¹	No.	Value (\$) ¹
Flood	Moderate	500-year floodplain	--	--	--	--	--	--
	High	100-year floodplain	--	--	3	3.8M	--	--
Winter Storm (w/Drought & ENSO)	Moderate	descriptive	unknown	unknown	3	3.8M	2	5.4M
	High	>14-32 degrees	--	--	3	3.8M	2	5.4M
Landslide	Moderate	>32-56 degrees	--	--	--	--	--	--
	High	Moderate fuel rank	--	--	3	3.8M	1	1.6M
Wildland Fire	High	High fuel rank	--	--	3	3.8M	1	1.6M
	Very High	Very high fuel rank	--	--	--	--	1	3.8M
	Extreme	Extreme fuel rank	--	--	--	--	1	3.8M
Earthquake	Strong	9-20% (g)	--	--	3	3.8M	1	1.6M
	Very strong	20-40% (g)	--	--	--	--	--	--
	Severe	>40-60% (g)	--	--	--	--	--	--
Volcano		descriptive	unknown	unknown	3	3.8M	2	5.4M
Wind		descriptive	unknown	unknown	3	3.8M	2	5.4M
Erosion		within 300' of potential areas of erosion	--	--	3	3.8M	--	--
		descriptive	unknown	unknown	3	3.8M	2	5.4M

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SUMMARY OF VULNERABILITIES AND IMPACTS TO IDENTIFIED HAZARDS

The following section provides a summary of community specific vulnerabilities and impacts from technological and manmade hazards in addition to the natural hazards identified in the 2009 Polk County MHMP.

The following is derived from the best available data for facility locations and values. In many cases, values were unavailable, and therefore the totals listed below should be considered incomplete and likely less than the actual costs associated with the respective hazards.

Flood

FEMA FIRMs were used to outline the 100-year and 500-year floodplains for Falls City. The 100-year floodplain delineates an area of high risk, while the 500-year floodplain delineates an area of moderate risk.

Falls City has 74 residential structures (value \$7.2M), three government facilities (value \$800K), three community facilities (value \$281K), and three bridges (value \$3.9M) within the 100-year floodplain.

There are 74 residential structures (value \$7.2M) and no critical facilities within the 500-year floodplain.

Winter Storm

Winter storms have widespread impacts that are most often the result of ice, cold, wind, landslides and floods they bring. Damage to facilities and infrastructure can be severe, depending on the intensity of the storm event.

Winter storms are regional events and a single event is capable of impacting all critical facilities and infrastructure within Falls City. This includes 440 residential structures (value \$43M), five government facilities (value \$1.5M), one emergency response facility (value \$3M), two educational facilities (value \$1.9M), one care facility (value \$100K), 11 community facilities (value \$414K), three bridges (value \$3.8M), and two utilities (value \$5.4M).

The following sections describe the impacts and summary of vulnerabilities for El Niño and La Niña and Drought.

El Niño and La Niña - ENSO (El Niño and La Niña) events cause large scale weather pattern changes throughout Polk County, and across the entire State of Oregon. Falls City's El Niño periods are generally drier, with an increased likelihood of drought, while La Niña periods tend to be wetter and colder, with an increased risk of winter storm and the associated hazards it brings, particularly flooding and landslides.

The changes wrought by ENSO are on a very large scale, so it is difficult to quantify their impacts locally. Instead, ENSO is manifested in the hazards it influences, such as winter storms, flooding, landslides and drought. Therefore, the facilities impacted have been summarized under those categories.

Drought - State-wide droughts have historically occurred in Oregon. Structural damage from drought is not expected; rather the risks are present to humans and resources. Falls

City does not have an agricultural industry and the community has not experienced substantive drought impacts.

Landslide

The potential impacts from landslides can be widespread. Potential debris flows and landslides can impact transportation and rail routes, utility systems, and water and waste treatment infrastructure, along with public, private, and business structures located adjacent to steep slopes, along riverine embankments, or within alluvial fans or natural drainages. Response and recovery efforts will likely vary from minor cleanup to more extensive utility system rebuilding. Utility disruptions are usually local and terrain dependent. Damages may require reestablishing electrical, communication, and gas pipeline connections occurring from specific breakage points. Initial debris clearing from emergency routes and high traffic areas may be required. Water and waste-water utilities may need treatment to quickly improve water quality by reducing excessive water turbidity and reestablishing waste disposal capability.

USGS elevation datasets were used to determine the risk of landslides in Falls City. Risk was assigned based on slope angle. A slope angle less than 14 degrees was assigned a low risk, a slope angle between 14 and 32 degrees was assigned a medium risk, and any slope angle greater than 32 degrees was assigned a high risk.

Using these guidelines, Falls City found that 419 residential structures (value \$40.6M), five government facilities (value \$1.1M), one emergency response facility (value \$3M), two educational facilities (value \$1.9M), one care facility (value \$100K), ten community facilities (value \$414K), three bridges (value \$3.8M), and two utility facilities (value \$5.4M) were located in moderate risk areas.

There are 206 residential structures (value \$20M), one educational facility (value \$1M), and three community facilities (values unknown) located within high landslide risk areas.

Wildland Fire

Wildland fire hazard areas were identified using a model incorporating slope, aspect, and fuel load. South-facing, steep, and heavily vegetated areas were assigned the highest fuel values while areas with little slope and natural vegetation were assigned the lowest fuel values. Risk levels of moderate, high, very high, and extreme were assigned to the entire region based on the results of this modeling.

Impacts associated with wildland fires include damage to residential structures, roads, power lines, and other critical facilities and infrastructure. These impacts depend on available fuels, topography and weather conditions in addition to the relation to Falls City assets.

Falls City has critical facilities and infrastructure located within areas of moderate, high, very high and extreme risk. Moderate risk areas contain 439 residential structures (value \$42.5M), five government facilities (value \$1.1M), one emergency response facility (value \$3M), two educational facilities (value \$1.9M), one care facility (value \$100K), ten community facilities (value \$414K), three bridges (value \$3.8M), and one utility facility (value \$1.6M).

High risk areas contain 415 residential structures (value \$40.2M), five government facilities (value \$1.1M), one emergency response facility (value \$3M), two educational facilities (value

\$1.9M), one care facility (value \$100K), ten community facilities (value \$414K), three bridges (value \$3.8M), and one utility facility (value \$1.6M).

Very high risk areas contain 250 residential structures (value \$24.2M), one educational facility (value \$983K), one care facility (value \$100K), four community facilities (values unknown), and one utility facility (value \$3.8M).

Extreme risk areas contain 23 residential structures (value \$2.2M) and one utility facility (value \$3.8M).

Earthquake

Based on PGA shake maps produced by the USGS, the western portion of Polk County is likely to experience higher levels of shaking than the eastern portion, as a result of its proximity to the Cascadia Subduction Zone. Ground movement in both areas, however, is likely to cause damage to weak, unreinforced masonry buildings, and to induce small landslides along unstable slopes. As well as landslides, earthquakes can trigger other hazards such as dam failure and disruption of transportation and utility systems.

The western portion of the Polk County is likely to experience very strong shaking. In contrast, Falls City is in the central portion of the County, in a region likely to experience “strong” shaking should a subduction zone earthquake occur. This rating represents the peak acceleration of the ground caused by the earthquake, and for a “strong” designation corresponds to 9-20 percent of the acceleration of gravity.

Falls City has 440 residential structures (value \$43M), five government facilities (value \$1.5M), one emergency response facility (value \$3M), two educational facilities (value \$1.9M), one care facility (value \$100K), 11 community facilities (value \$414K), three bridges (value \$3.8M), and two utilities (value \$5.4M) which would be impacted by a strong shaking event.

Volcano

Polk County will likely only experience damage from volcanic eruption columns and clouds which contain volcanic gases, minerals, and rock. The columns and clouds form rapidly and extend several miles above an eruption. Solid particles within the clouds present a serious aviation threat, can distribute acid rain (sulfur dioxide gas and water), can create risk of suffocation (carbon dioxide is heavier than air and collects in valleys and depressions threatening human and animals), and pose a toxic threat from fluorine which clings to ash particles potentially poisoning grazing livestock and contaminating domestic water supplies.

However, as discussed in Chapter 5, the impact of a volcano in Polk County and Falls City would most likely be experienced as ashfall or tephra. Due to the nature of the hazard, it is impossible to predict the location or extent of future events with any probability, although it can be assumed that all critical facilities, residential structures, and infrastructure within Falls City are at risk. This includes 440 residential structures (value \$43M), five government facilities (value \$1.5M), one emergency response facility (value \$3M), two educational facilities (value \$1.9M), one care facility (value \$100K), 11 community facilities (value \$414K), three bridges (value \$3.8M), and two utilities (value \$5.4M).

Wind

Many buildings, utilities and transportation systems in open areas, natural grasslands, or agricultural lands are especially vulnerable to wind damage. Impacts associated with wind can include damage to power lines, trees, and structures, and can also cause temporary disruptions of power. Additionally, high winds can cause significant damage to forestlands.

All areas within Falls City are equally at risk of a windstorm event. This includes 440 residential structures (value \$43M), five government facilities (value \$1.5M), one emergency response facility (value \$3M), two educational facilities (value \$1.9M), one care facility (value \$100K), 11 community facilities (value \$414K), three bridges (value \$3.8M), and two utilities (value \$5.4M).

Erosion

Riverine erosion rarely causes death or injury. However, erosion causes significant destruction of property, development, and infrastructure. Erosion hazard data is not readily available; however, descriptions of several localized areas were identified during the development of this document and are identified only by location on a map. Critical facilities that may be at risk of erosion were identified using a 300 foot-buffer in the areas identified as having historic erosion impacts to conservatively account for building footprints.

In Falls City, there are 101 residential structures (value \$9.8M), three government facilities (value \$800K), one emergency response facility (value \$3M), one care facility (value \$100K), six community facilities (value \$414K), and three bridges (value \$3.8M) considered at risk.

Disruption of Utility and Transportation Systems

Transportation system disruption impacts range from effects on life, health, and safety (emergency vehicle mobility, access to hospitals, access to evacuation routes, access to vital supplies if transport is seriously disrupted for a long time) to economic effects of delays, lost commerce, and lost time. Similarly, disruption of utility systems can affect the city at the level of commerce and recreation as well as at the level of fundamental health and safety. Region-wide as well as localized areas of disruption are likely to impact all residents equally. Structural damage from disruption to these systems is not expected; rather the risks are present to residents and those traveling in the area.

MITIGATION STRATEGY

IDENTIFYING MITIGATION GOALS AND ACTIONS

The following section defines mitigation action identification and analysis as stipulated in DMA 2000 and its implementing regulations.

DMA 2000 Requirements: Mitigation Strategy - Identification and Analysis of Mitigation Actions

Identification and Analysis of Mitigation Actions

Requirement §201.6(c)(3)(ii): [The mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

Element

- Does the new or updated plan identify and analyze a comprehensive range of specific mitigation actions and projects for each hazard?
- Do the identified actions and projects address reducing the effects of hazards on new buildings and infrastructure?
- Do the identified actions and projects address reducing the effects of hazards on existing buildings and infrastructure?

Source: FEMA, July 2008.

The Steering Committee assessed whether to adopt the County's mitigation goals listed in Table C-11, or to revise them to more fully meet the City's needs. The City then proceeded to evaluate potential mitigation actions after finalizing the mitigation goals. Mitigation actions are activities, measures, or projects that help achieve the goals of a mitigation plan. Table C-12 depicts the City's considered mitigation actions developed during this mitigation planning process. The prioritized list in Table C-14 delineates those actions the City will strive to implement within this five year planning cycle.

DMA 2000 Requirements: Mitigation Strategy - National Flood Insurance Program (NFIP) Compliance

National Flood Insurance Program (NFIP) Compliance

Requirement §201.6(c)(3)(ii): [The mitigation strategy] must also address the jurisdiction's participation in the National Flood Insurance Program (NFIP), and continued compliance with NFIP requirements, as appropriate.

Element

- Does the new or updated plan describe the jurisdiction(s) participation in the NFIP?
- Does the mitigation strategy identify, analyze and prioritize actions related to continued compliance with the NFIP?

Source: FEMA, July 2008.

Falls City actively participates in FEMA's NFIP and have implemented floodplain policies, regulations, and ordinances to protect their threatened population and infrastructure to assure NFIP compliance.

The City's Mitigation Strategy identified and analyzed potential flood mitigation actions that would fulfill NFIP initiatives, specifically addressing RL properties. They subsequently selected and prioritized appropriate actions to assure an effective flood mitigation program.

MITIGATION GOALS AND ACTION ITEMS CONSIDERED

Table C-11. 2006 Polk County Mitigation Goals-Considered

Goal Number	Goal Description
1	<i>Public Education And Awareness: Provide public information and education/awareness to all residents of the county concerning natural hazard areas and mitigation efforts.</i>
2	<i>Preventive And Implementation: Develop and implement activities to protect human life, commerce, property and natural systems.</i>
3	<i>Collaboration And Coordination: Strengthen hazard mitigation by increasing collaboration and coordination among citizens, public agencies, non-profit organizations, businesses, and industry.</i>
4	<i>Funding And Partnerships: Seek partnerships in funding and resources for future mitigation efforts.</i>
5	<i>Emergency Operations: Coordinate and integrate natural hazard mitigation activities, where appropriate, with emergency operations plans and procedures.</i>
6	<i>Natural Resources Utilization: Link land use planning, development criteria, codes, and natural resources and watershed planning with natural hazard mitigation.</i>

**Table C-12. Falls City Mitigation Actions Considered
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
Natural Hazards			
Multi-Hazard			
Multi-Hazard	Ongoing	High priority	Develop and incorporate building ordinances commensurate with building codes to reflect survivability from wind, seismic, fire, and other hazards to ensure occupant safety.
Multi-Hazard	Ongoing	County responsibility	Review ordinances and develop outreach programs to assure mobile homes and manufactured buildings are protected from severe wind and flood hazards. (Anchoring, elevation, and other methods as applicable)
Multi-Hazard	Ongoing		Cross reference and incorporate mitigation planning provisions into all community planning processes such as comprehensive, capital improvement, land use, transportation plans, etc to demonstrate multi-benefit considerations and facilitate using multiple funding source consideration.
Multi-Hazard	Ongoing		Develop and incorporate mitigation provisions and recommendations into zoning ordinances and community development processes to maintain the floodway and protect critical infrastructure and private residences from other hazard areas.
Multi-Hazard	Ongoing	Pacific Power & Light responsibility	Increase power line wire size and incorporate quick disconnects (break away devices) to reduce ice load and wind storm power line failure during severe wind or winter ice storm events.

**Appendix C
Falls City**

**Table C-12. Falls City Mitigation Actions Considered
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
Multi-Hazard	Ongoing		Purchase and install generators with main power distribution disconnect switches for identified and prioritized critical facilities susceptible to short term power disruption. (i.e. first responder and medical facilities, schools, correctional facilities, and water and sewage pump stations, etc.)
Multi-Hazard	Consider		Develop, produce, and distribute information materials concerning mitigation, preparedness, and safety procedures for all natural hazards.
Multi-Hazard	Ongoing		Explore the need for, develop, and implement hazard zoning ordinances for high-risk hazard area land-use.
Multi-Hazard	Ongoing		Identify and list repetitively flooded structures and infrastructures, analyze the threat to these facilities, and prioritize mitigation actions to acquire, relocate, elevate, and/or flood proof to protect the threatened population.
Multi-Hazard	Ongoing		Perform hydrologic and hydraulic engineering, and drainage studies and analyses. Use information obtained for feasibility determination and project design. This information should be a key component, directly related to a proposed project.
Multi-Hazard	Consider		Develop vegetation projects to restore clear cut and riverine erosion damage and to increase landslide susceptible slope stability.
Multi-Hazard	Consider		Retrofit structures to protect them from seismic, floods, high winds, earthquakes, or other natural hazards.
Multi-Hazard	Consider		Acquire, demolish, or relocate structures from hazard prone area. Property deeds shall be restricted for open space uses in perpetuity to keep people from rebuilding in hazard areas.
Multi-Hazard	Consider		Harden utility headers located along river embankments to mitigate potential flood, debris, and erosion damages.
Multi-Hazard	Consider		Establish a formal role for the jurisdictional Hazard Mitigation Planning Committees to develop a sustainable process to implement, monitor, and evaluate citywide mitigation actions.
Multi-Hazard	Consider		Identify and pursue funding opportunities to implement mitigation actions.
Multi-Hazard	Consider		Develop public and private sector partnerships to foster hazard mitigation activities.
Multi-Hazard	Consider		Integrate the Mitigation Plan findings into planning and regulatory documents and programs and into enhanced emergency planning.
Flood			
Flood	Consider		Develop and maintain GIS mapped critical facility inventory for all structures located within 100-year and 500-year floodplains.
Flood	Consider	No City GIS capability-maybe county	Develop and maintain GIS mapped inventory, and develop prioritized list of residential and commercial buildings within 100-year and 500-year floodplains.
Flood	Consider		Develop and maintain GIS mapped inventory of repetitive loss properties to include the types and numbers of properties.

**Table C-12. Falls City Mitigation Actions Considered
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
Flood	Consider		Develop and implement mitigation actions for repetitive loss properties.
Flood	Consider		Establish flood mitigation priorities for critical facilities and residential and commercial buildings located within the 100-year floodplain using survey elevation data.
Flood	Consider		Implement mitigation measures identified by critical facilities' owners, and other facility owners, to protect facilities located within the 100-year floodplain.
Flood	Consider		Develop and maintain an inventory of locations subject to frequent storm water flooding based on most current USACOE flood data.
Flood	Consider		Determine and implement most cost beneficial and feasible mitigation actions for locations with repetitive flooding and significant damages or road closures.
Flood	Consider		Develop an outreach program to educate public concerning NFIP participation benefits, floodplain development, land use regulation, and NFIP flood insurance availability to facilitate continued compliance with the NFIP.
Flood	Consider		Develop, implement, and enforce floodplain management ordinances.
Flood	Consider		Develop outreach program to educate residents concerning flood proofed well and sewer/septic installation.
Flood	Consider		Acquire, relocate, elevate, or otherwise flood-proof identified properties.
Flood	Consider		Acquire, relocate, elevate, or otherwise flood-proof critical facilities.
Flood	Consider		Dry flood proof non-residential structures.
Flood	Consider		Dry flood proof historic structures.
Flood	Consider		Construct earthen berms to divert flood flows into bridge or culvert openings. The earth fill should be erosion-resistant and the berms should be covered with erosion-resistant fabric, armorings materials, or vegetation.
Flood	Consider		Increase culvert size to increase its drainage efficiency.
Flood	Consider		Construct debris basins to retain debris in order to prevent downstream drainage structure clogging.
Flood	Consider		Install debris cribs over culvert inlets to prevent inflow of coarse bed-load and light floating debris.
Flood	Consider		Create detention storage basins, ponds, reservoirs etc. to allow water to temporarily accumulate to reduce pressure on culverts and low water crossings. Water ultimately returning to its watercourse at a reduced flow rate.
Flood	Consider		Install triangular or circular flow deflectors on or immediately upstream from bridge footings to deflect water flow and reduce flow velocities preventing footing scour.
Flood	Consider		Construct low water crossings in a road prism to carry flood flows from an intermittent drainage
Flood	Consider		Construct a high water overflow crossing to carry flood flows from over bank areas.
Flood	Consider		Realign bridge piers & abutments to be parallel with the stream's centerline. This prevents pier and abutment undermining and reduces debris catchment.

**Appendix C
Falls City**

**Table C-12. Falls City Mitigation Actions Considered
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
Flood	Consider		Create relief drainage ditch opening using a culvert, bridge, or multiple culverts; to relieve rapid water accumulation during high water flow events.
Flood	Consider		Modify existing culverts by developing a ring compression, by flattening, or beveling the end of a circular culvert to match the angle of the embankment. May need to install flanges to stiffen the beveled section of the culvert.
Flood	Consider		Provide flood protection to mitigate damage and contamination of wastewater treatment systems.
Flood	Consider		Develop and implement flood risk reduction program and outreach efforts considering upstream storage, channel improvements, and flood walls or levee construction.
Winter Storm			
Winter Storm	Consider		Develop and implement strategies and educational outreach programs for debris management from severe winter storms.
Winter Storm	Consider		Develop and implement programs to coordinate maintenance and mitigation activities to reduce risk to public infrastructure from severe winter storms.
Winter Storm	Consider		Update or develop, implement, and maintain jurisdictional debris management plans.
Winter Storm	Consider		Develop critical facility list needing emergency back-up power systems, prioritize, seek funding and implement mitigation actions.
Winter Storm	Ongoing		Develop and maintain severe winter storm public outreach program defining mitigation activity benefits through educational outreach aimed at households and businesses while targeting of special needs populations.
Winter Storm	Ongoing		Develop and implement tree clearing mitigation programs to keep trees from threatening lives, property, and public infrastructure from severe weather events.
Winter Storm	Consider		Develop, implement, and maintain partnership program with electrical utilities to use underground utility placement methods where possible to reduce or eliminate power outages from severe winter storms. Consider developing incentive programs.
Winter Storm	Consider		Develop personal use and educational outreach training for a "safe tree harvesting" program.
Winter Storm	Consider	County Building Dept responsibility	Implement along utility and road corridors, preventing potential winter storm damage.
Winter Storm	Consider	Pacific Power & Light responsibility	Implement and enforce the most current Uniform International, and State, Building Codes to ensure structures can withstand winter storm hazards such as high winds, rain, water and snow.
Winter Storm	Consider		Increase power line wire size and incorporate quick disconnects (break away devices) to reduce ice load power line severe wind or winter ice storm event failure.
Winter Storm	Consider		Develop educational programs and initiatives related to water conservation and irrigation during drought periods.

**Appendix C
Falls City**

**Table C-12. Falls City Mitigation Actions Considered
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
Landslide			
Landslide	Consider		Develop process to limit future development in high landslide potential areas (permitting, geotechnical review, soil stabilization techniques, etc).
Landslide	Consider		Update the storm water management plan to include regulations to control runoff, both for flood reduction and to minimize saturated soils on steep slopes that can cause landslides.
Landslide	Consider		Develop a vegetation management plan addressing slope-stabilizing root strength while facilitating precipitation containment.
Landslide	Ongoing		Develop, implement, and enforce property development landslide risk assessment procedures to identify potential facility vulnerability.
Wildland Fire			
Wildland Fire	Ongoing	Responsibility of PC SW Rural Fire District & City Admin	Identify critical facilities and vulnerable populations based on mapped high hazard areas.
Wildland Fire	Ongoing	Responsibility of PC SW Rural Fire District & City Admin	Develop Community Wildland Fire Protection Plans for all at-risk areas.
Wildland Fire	Consider	Responsibility of PC SW Rural Fire District & City Admin	Hold FireWise workshop to educate residents and contractors concerning fire resistant landscaping.
Wildland Fire	Consider	Responsibility of PC SW Rural Fire District & City Admin	Promote FireWise building siting, design, and construction materials.
Wildland Fire	Consider	Responsibility of PC SW Rural Fire District & City Admin	Develop FireWise Public Service Announcements (PSA).
Wildland Fire	Consider	Responsibility of PC SW Rural Fire District & City Admin	Provide wildland fire information in an easily distributed format for all residents.
Wildland Fire	Ongoing	Responsibility of PC SW Rural Fire District & City Admin	Develop, adopt, and enforce burn ordinances that require burn permits, restricts campfires, and controls outdoor burning.
Wildland Fire	Consider	Responsibility of PC SW Rural Fire District & City Admin	Develop outreach program to educate and encourage fire-safe construction practices for existing and new construction in high risk areas.

**Table C-12. Falls City Mitigation Actions Considered
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
Wildland Fire	Ongoing	Responsibility of PC SW Rural Fire District & City Admin	Develop outreach program to educate and encourage home landscape cleanup (defensible space) and define debris disposal programs.
Wildland Fire	Ongoing	Responsibility of PC SW Rural Fire District & City Admin	Identify, develop, and implement, and enforce mitigation actions such as fuel breaks and reduction zones for potential wildland fire hazard areas.
<i>Earthquake (EQ)</i>			
Earthquake	Consider		Identify high seismic hazard areas; develop a wood-frame residential building inventory and an outreach program to educate population concerning facilities particularly vulnerable to earthquake damage, such as pre-1940s homes and homes with cripple wall foundations.
Earthquake	Consider		Disseminate FEMA pamphlets to educate and encourage homeowners concerning seismic structural and non-structural retrofit benefits.
Earthquake	Consider		Retrofit important public facilities with significant seismic vulnerabilities, such as unreinforced masonry construction.
Earthquake	Consider	County Building Dept responsibility	Update existing (or adopt the most current) Uniform Building Code
Earthquake	Consider	County Building Dept responsibility	Implement and enforce the Uniform, International, and State Building Codes.
Earthquake	Consider	County Building Dept responsibility	Inspect and/or certify all new construction.
Earthquake	Consider		Evaluate critical public facility seismic performance for fire stations, public works buildings, potable water systems, wastewater systems, electric power systems, and bridges within the jurisdiction.
<i>Volcano</i>			
Volcano	Consider		Update public emergency notification procedures and develop an outreach program for ash fall events.
Volcano	Consider		Update emergency response planning and develop client focused outreach program for ash fall events affecting river, air, and highway transportation, and industrial facilities and operations.
Volcano	Consider		Evaluate capability of water treatment plants to deal with high turbidity from ash falls, update emergency response plans, and upgrade treatment facilities' physical plant to deal with ash falls. Prioritize and initiate actions to fill capability gaps.
Volcano	Consider	During Events	Evaluate ash impact on storm water drainage system and develop mitigation actions.

**Appendix C
Falls City**

**Table C-12. Falls City Mitigation Actions Considered
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
<i>Wind</i>			
Wind	Ongoing		Review ordinances and develop outreach programs to assure mobile homes and manufactured buildings are protected from severe wind and flood hazards. (Anchoring, elevation, siting, and other methods as applicable)
Wind	Ongoing	Pacific Power & Light along with City	Identify and prioritize critical facilities' overhead utilities that could be placed underground to reduce power disruption from wind storm / tree blow down damage.
Wind	Consider		Revise requirements to place utilities underground to reduce power disruption from wind storm / tree blow down damage when upgrading or during new development.
<i>Erosion</i>			
Erosion	Consider		Maintain and update erosion hazard locations, identify critical facilities potentially impacted and develop mitigation initiatives such as bank stabilization or facility relocation to prevent or reduce the threat.
Erosion	Consider		Relocate buildings that are at risk of being affected by erosion.
Erosion	Consider		Apply for grants/funds to implement riverbank protection methods.
Erosion	Consider		Hold series of community meetings and other outreach efforts to provide erosion hazard specific information to residents.
Erosion	Consider		Develop and provide information to all residents on riverbank erosion and methods to prevent it in an easily distributed format
Erosion	Consider		Install riprap, or pilings to harden or "armor" a stream bank where severe erosion occurs.
Erosion	Consider		Develop outreach program to educate the public concerning planting processes and materials used to stabilize hill slopes or stream banks. This is known as bio-engineering; which uses logs, root wads, or wood debris or other vegetation to reduce scour and erosion.
Erosion	Consider		Install embankment protection such as vegetation, riprap, gabion baskets, sheet piling, and walls to reduce or eliminate erosion.
Erosion	Consider		Install walls at the end of a drainage structure to prevent embankment erosion at its entrance or outlet. (end walls).
Erosion	Consider		Install flared outlets or end sections at culvert entrances and outlets to match the embankment slope to reduce erosion and scour at the entrance and exit points during high flow.
Erosion	Consider		Install flow diverters a short distance into a water body, tied into the bank, to protect from erosion at their end. Designed to redirect water flow away from embankments.
Erosion	Consider		Install bank revetment protection to prevent erosion.

Appendix C
Falls City

**Table C-12. Falls City Mitigation Actions Considered
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
<i>Disruption of Utility and Transportation Systems (DUTS)</i>			
DUTS	Consider		Develop outreach program to educate and encourage residents to maintain several days of emergency supplies for power outages or road closures.
DUTS	Ongoing		Review and update emergency response plans for utility disruptions.
DUTS	Ongoing		Review and update emergency response plans for transportation route disruptions.
DUTS	Ongoing		Identify and prioritize all "jurisdiction owned" & "non-jurisdiction owned" critical facilities that have backup power and emergency operations plans.
DUTS	Ongoing		Purchase backup power systems for all identified critical facilities.

EVALUATING AND PRIORITIZING MITIGATION ACTIONS

The following section defines mitigation action evaluation and implementation as stipulated in DMA 2000 and its implementing regulations.

DMA 2000 Requirements: Mitigation Strategy - Implementation of Mitigation Actions

Implementation of Mitigation Actions

Requirement: §201.6(c)(3)(III): [The mitigation strategy section shall include] an action plan describing how the actions identified in **section (c)(3)(II)** will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

Element

- Does the new or updated mitigation strategy include how the actions are prioritized? (For example, is there a discussion of the process and criteria used?)
- Does the new or updated mitigation strategy address how the actions will be implemented and administered, including the responsible department, existing and potential resources, and the timeframe to complete the action?
- Does the new or updated prioritization process include an emphasis on the use of a cost-benefit review to maximize benefits?
- Does the updated plan identify the completed, deleted, or deferred mitigation actions as a benchmark for progress, and if activities are unchanged (i.e., deferred), does the updated plan describe why no changes occurred?

Source: FEMA, July 2008.

The Steering Committee met on 10/08/08 to evaluate and prioritize each of the mitigation actions to determine which considered actions would be included in the Mitigation Action Plan. The Committee also determined the responsible agency and potential funding sources. The Mitigation Action Plan represents mitigation projects and programs to be implemented through the cooperation of multiple entities.

Falls City's Steering Committee evaluated the Benefit-Cost Analysis Fact Sheet (Appendix L) for prioritizing its "considered" mitigation actions listed in Table C-12. The Steering Committee determined that the committee consisted of sufficient expertise to select those mitigation actions that would most benefit the City without using the STAPLE-E evaluation tool. Upon review, the Steering Committee assigned a high priority ranking to actions that best fulfill the goals of the MHMP and are appropriate and feasible for the City and responsible entities to implement during the 5-year lifespan of this version of the MHMP. As such, the Steering Committee determined that only those mitigation actions that received a high priority ranking would be included. Table C-14 depicts the City's mitigation actions grouped by hazard and in descending priority order within each hazard.

MITIGATION GOALS AND ACTIONS PRIORITIZED & ASSIGNED

Falls City reviewed the Polk County goals and modified them to better suite the City’s needs and subsequently adopted the goals in Table C-13 for the current planning period.

Table C-13. Falls City Mitigation Goals

Goal Number	Goal Description
1	Public Education And Awareness: <i>Provide public information and education/awareness to all residents of the county concerning natural hazard areas and mitigation efforts.</i>
2	Preventive And Implementation: <i>Develop and implement activities to protect human life, commerce, property and natural systems.</i>
3	Collaboration And Coordination: <i>Strengthen hazard mitigation by increasing collaboration and coordination among citizens, public agencies, non-profit organizations, businesses, and industry.</i>
4	Funding And Partnerships: <i>Seek partnerships in funding and resources for future mitigation efforts.</i>
5	Emergency Operations: <i>Coordinate and integrate natural hazard mitigation activities, where appropriate, with emergency operations plans and procedures.</i>
6	Natural Resources Utilization: <i>Link land use planning, development criteria, codes, and natural resources and watershed planning with natural hazard mitigation.</i>

IMPLEMENTING A MITIGATION ACTION PLAN

The following section defines the mitigation action identification process for each participating jurisdiction as stipulated in DMA 2000 and its implementing regulations.

<p>DMA 2000 Requirements: Mitigation Strategy-Identification of Multi-Jurisdictional Mitigation Actions</p> <p>Identification of Multi-Jurisdictional Mitigation Actions</p> <p>Requirement §201.6(c)(3)(iv): For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.</p> <p>Element</p> <ul style="list-style-type: none"> ■ Does the new or updated plan include identifiable action items for each jurisdiction requesting FEMA approval of the plan? ■ Does the updated plan identify the completed, deleted or deferred mitigation actions as a benchmark for progress, and if activities are unchanged (i.e., deferred), does the updated plan describe why no changes occurred? <p>Source: FEMA, July 2008.</p>

**Appendix C
Falls City**

Table C-14 displays Falls City's Mitigation Action Plan matrix that lists mitigation actions by hazard and are only prioritized within each hazard, not in total. Each mitigation action will be implemented and administered by the applicable managing department, agency, or responsible entity.

***Whenever TBD is used, it means that a benefit/cost analysis will be completed as a project is developed to validate the most appropriate mitigation action.*

Table C-14. Falls City Mitigation Action Plan Matrix

Hazard	Description	Managing Department / Agency	Timeframe	Potential Funding Source(s)	Benefit-Costs / Technical Feasibility	Comments
Natural Hazards						
Multi-Hazard (MH)						
MH	Pursue funding opportunities to implement mitigation actions.	Administration	1-2 yrs	General Fund, HMGP, HMA, HSGP, NRCS, NOAA/NWS	BC: TBD TF: Yes	
MH	Complete critical facility data collection to allow a more thorough vulnerability analysis for the City's infrastructure.	Administration	1-5 years	General Fund	BC: TBD TF: Yes	
MH	Purchase and install generators with main power distribution disconnect switches for identified and prioritized critical facilities susceptible to short term power disruption. (i.e. first responder and medical facilities, schools, correctional facilities, and water and sewage pump stations, etc.)	Public Works	Ongoing	General Fund, HSGP	BC: TBD TF: Yes	Ongoing
MH	Cross reference and incorporate mitigation planning provisions into all community planning processes such as comprehensive, capital improvement, land use, transportation plans, etc to demonstrate multiple benefit considerations and facilitate using multiple funding source consideration.	WVCOG	Ongoing	General Fund	BC: TBD TF: Yes	Integrating all planning elements will help ensure consistency across all planning types and phases.

**Appendix C
Falls City**

Table C-14. Falls City Mitigation Action Plan Matrix

Hazard	Description	Managing Department / Agency	Timeframe	Potential Funding Source(s)	Benefit-Costs / Technical Feasibility	Comments
MH	Develop and incorporate mitigation provisions and recommendations into zoning ordinances and community development processes to maintain the floodway and protect critical infrastructure and private residences from other hazard areas.	WVCOG	Ongoing	General Fund	BC: TBD TF: Yes	Supports NFIP requirements
MH	Identify and list repetitively flooded structures and infrastructures, analyze the threat to these facilities, and prioritize mitigation actions to acquire, relocate, elevate, and/or flood proof to protect the threatened population.	WVCOG	Ongoing	General Fund	BC: TBD TF: Yes	Supports NFIP requirements
Flood						
Flood	Develop outreach program to educate residents concerning flood proofed well and sewer/septic installation.	WVCOG and City Admin	1-2 yrs	General Fund	BC: TBD TF: Yes	Funding dependent
Flood	Evaluate and implement preferred flood protection initiatives to prevent or reduce riverine flood damages to residential structures and road drainage systems.	WVCOG Planning & City Admin	1-2 yrs	General Fund, HMGP, HMA	BC: TBD TF: Yes	Funding dependent
Flood	Develop and implement mitigation actions for repetitive loss properties.	WVCOG Planning, Public Works	Ongoing	General Fund, HMGP, HMA	BC: TBD TF: Yes	Supports NFIP requirements
Flood	Determine and implement most cost beneficial and feasible mitigation actions for locations with repetitive flooding and significant damages or road closures.	Public Works	Ongoing	General Fund	BC: TBD TF: Yes	Supports NFIP requirements
Flood	Develop, implement, and enforce floodplain management ordinances.	WVCOG and City Admin	Ongoing	General Fund	BC: TBD TF: Yes	Supports NFIP requirements
Winter Storm						
Winter Storm	Develop critical facility list needing emergency back-up power systems, prioritize, seek funding, and implement mitigation actions.	Public Works	1-2 yrs	General Fund, HSGP	BC: TBD TF: Yes	

Table C-14. Falls City Mitigation Action Plan Matrix

Hazard	Description	Managing Department / Agency	Timeframe	Potential Funding Source(s)	Benefit-Costs / Technical Feasibility	Comments
Winter Storm	Develop and implement strategies and educational outreach programs for debris management from severe winter storms.	WVCOG Planning & City Admin & PW	2-5 yrs	General Fund, PA	BC: TBD TF: Yes	
Winter Storm	Develop and implement programs to coordinate maintenance and mitigation activities to reduce risk to public infrastructure from severe winter storms.	Public Works	Ongoing	General Fund	BC: TBD TF: Yes	
Landslide						
Landslide	Develop, implement, and enforce property development landslide risk assessment procedures to identify potential facility vulnerability.	WVCOG Planning & City Admin	Ongoing	General Fund	BC: TBD TF: Yes	
Landslide	Update the storm water management plan to include regulations to control runoff, both for flood reduction and to minimize saturated soils on steep slopes that can cause landslides.	WVCOG Planning & City Admin	5 yrs	General Fund	BC: TBD TF: Yes	
Wildland Fire						
Wildland Fire	Identify critical facilities and vulnerable populations based on mapped high hazard areas.	PC SW Rural Fire District & City Admin	1-2 yrs	General Fund, HMA	BC: TBD TF: Yes	Ongoing
Wildland Fire	Develop, adopt, and enforce burn ordinances that require burn permits, restricts campfires, and controls outdoor burning.	Polk County South West (PCSW) Rural Fire District	1-2 yrs	General Fund, FMAP	BC: TBD TF: Yes	
Wildland Fire	Develop outreach program to educate and encourage home landscape cleanup (defensible space) and define debris disposal programs.	City Admin	Ongoing	General Fund, FMAP, HMGP	BC: TBD TF: Yes	
Wildland Fire	Identify, develop, implement, and enforce mitigation actions such as fuel breaks and reduction zones for potential wildland fire hazard areas.	City Admin	Ongoing	General Fund	BC: TBD TF: Yes	

**Appendix C
Falls City**

Table C-14. Falls City Mitigation Action Plan Matrix

Hazard	Description	Managing Department / Agency	Timeframe	Potential Funding Source(s)	Benefit-Costs / Technical Feasibility	Comments
Earthquake						
	Identify high seismic hazard areas; develop a wood-frame residential building inventory and an outreach program to educate population concerning facilities particularly vulnerable to earthquake damage, such as pre-1940s homes and homes with cripple wall foundations.	WVCOG	1-2 yrs	General Fund	BC: TBD TF: Yes	
Earthquake	Disseminate FEMA pamphlets to educate and encourage homeowners concerning seismic structural and non-structural retrofit benefits.	City Admin	1-5 yrs	General Fund, NEHRP, HMGP	BC: TBD TF: Yes	As available
Earthquake	Retrofit important public facilities with significant seismic vulnerabilities, such as unreinforced masonry construction.	City Admin		General Fund, NEHRP, HMGP	BC: TBD TF: Yes	Funding dependent
Volcano						
	Update emergency response planning and develop client focused outreach program for ash fall events affecting river, air, and highway transportation, and industrial facilities and operations.	WVCOG, City Admin	1-2 yrs	General Fund, NOAA/NWS	BC: TBD TF: Yes	Funding dependent
Volcano	Evaluate capability of water treatment plant to deal with high turbidity from ash falls, update emergency response plans, and upgrade treatment facilities' physical plant to deal with ash falls.	WVCOG, City Admin & Public Works	1-3 yrs	General Fund, NOAA/NWS	BC: TBD TF: Yes	Funding dependent
Wind						
Wind	Identify and prioritize critical facilities' overhead utilities that could be placed underground to reduce power disruption from wind storm / tree blow down damage.	City Admin & Pacific Power & Light	1-5 yrs	General Fund, HMGP, HMA, Utility Co.	BC: TBD TF: Yes	Not under City's responsibility

**Appendix C
Falls City**

Table C-14. Falls City Mitigation Action Plan Matrix

Hazard	Description	Managing Department / Agency	Timeframe	Potential Funding Source(s)	Benefit-Costs / Technical Feasibility	Comments
Wind	Review ordinances and develop outreach programs to assure manufactured buildings are protected from severe wind and flood hazards. (Anchoring, elevation, siting, and other methods as applicable)	County Bldg Dept	Ongoing	General Fund, HMGP, HMA	BC: TBD TF: Yes	Not under City's responsibility
Erosion						
Erosion	Evaluate and implement preferred erosion protection initiatives to prevent or reduce riverine erosion damages to residential structures and road drainage systems.	WVCOG Planning, City Admin, & Public Works	1-2 yrs	General Fund, NRCS, HMGP, HMA	BC: TBD TF: Yes	
Erosion	Relocate buildings that are at risk of being affected by erosion.	WVCOG Planning, City Admin, & PW	2-5 yrs	General Fund, NRCS, HMGP, HMA	BC: TBD TF: Yes	
Erosion	Apply for grants/funds to implement riverbank protection methods.	WVCOG Planning, City Admin, & Public Works	1-5 yrs	General Fund	BC: TBD TF: Yes	
Disruption of Utility and Transportation Systems (DUTS)						
DUTS	Purchase backup power systems for all identified critical facilities.	City Admin & Public Works	1-2 yrs	General Fund, HSGP	BC: TBD TF: Yes	Ongoing
DUTS	Review and update emergency response plans for utility and transportation disruptions.	WVCOG Planning	1-2 yrs	General Fund, HSGP	BC: TBD TF: Yes	Ongoing

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RECEIVED
JUL 13 2010
BY: DT

FULL
BY: _____

Application for Committees

City of Falls City
299 Mill Street, Falls City, Oregon 97344

Exhibit B

Instructions: Fill out both sides of form and submit to City Hall.

Contact Information

Name:	JIM PARTRIDGE
Street Address:	[REDACTED]
Mailing Address:	[REDACTED]
City/State/Zip Code:	FALLS CITY ORE. 97344
Home Phone:	[REDACTED]
Work Phone:	[REDACTED]
E-Mail Address:	

Background

Years of Residence in Falls City:	8 YRS
Place of Employment:	NONE
Occupation:	CARPENTER
Educational Background:	THURSTON HIGH
Prior Civic Activities:	

Committees of Interest

Please check all of the following Committees that interest you:

- City Council
- Budget Review Committee
- Planning Commission
- Parks and Recreation (Cemeteries) Committee
- Public Works Committee
- Historic Landmark Commission
- Economic Development Committee

* Please see Reverse for completion of form.

(Handwritten scribble)

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Special Skills or Qualifications

Summarize any special training, skills or experience you may have pertinent to the Committees to which you are applying.

I THINK I COULD HELP THE PEOPLE OF FALLS CITY THEY NEED TO KNOW WE CARE.

Motivation

Discuss your motivation for serving on this Committee.

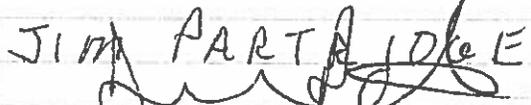
HELP THE PEOPLE OF FALLS CITY

Special Notice

Please be advised that members of the City Council and Planning Commission are required to file an annual **Statement of Economic Interest** with the State of Oregon.

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	JIM PARTAIDKE
Signature	
Date	7-11-16

Thank you for completing this application form and for your interest in volunteering with us.

44

AGENDA REPORT

TO: COUNCIL
FROM: MAYOR UNGRICHT
SUBJECT: CITY ENGINEER CONTRACT
DATE: 08/07/2016

Exhibit

SUMMARY

The Council motioned to take applications through the RFQ (Request For Qualifications) process mandated by the State. Council approved members of the review panel.

BACKGROUND

The City received applications for 6 applicants for the City Engineer and the review panel has chosen one of the firms to enter into negotiations on an agreement. I was hoping to have the agreement ready for Council approval by this meeting, unfortunately we are still in the process of negotiating a few minor changes to the contract, which is exhibit #1.

The main body of the agreement has been agreed too and the City Engineer is reviewing some minor changes. We should have an agreement in place within the week. Staff is asking for permission from Council to execute the contract with the minor changes, if there are major changes to the contract we will go to the next firm chosen by the review panel.

PREVIOUS COUNCIL ACTION

Council approved the RFQ for City Engineer services and Council set up a review panel.

ALTERNATIVES/FINANCIAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Allow staff to execute the contract.

EXHIBIT

Contract for City Engineer Services.

PROPOSED MOTION

I move the Falls City Council grant its consent to allow Mayor Ungricht to execute the contract with minor changes to be agreed to by the City Attorney, Westech, and the Mayor.

CITY OF FALLS CITY CITY ENGINEERING SERVICES CONTRACT

This Contract is by and between the City of Falls City ("City") and _____ ("Engineer") for the performance of general city engineering services for City, on an as needed basis.

A. RECITALS

City has conducted a formal solicitation for proposals from engineering firms pursuant to City Public Contracting Rules Division 48.

Engineer submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified engineer, best suited to meet City's needs pursuant to the RFP criteria.

City has awarded the contract to Engineer.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Oregon Personal Services Public Contracting Code Requirements
- Exhibit C – Request for Proposal
- Exhibit D – Engineer's Proposal and Schedule of Rates and Charges

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to _____, 20____, for an initial three (3) year term. Thereafter, it may be extended for additional two (2) year terms upon written consent of both parties. Such extension(s) will consider adjustments to Engineer's schedule of charges attached within Exhibit D to this Agreement.

2. Scope of Work

Engineer shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.

3. Compensation

- 3.1 Compensation. For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit D.
- 3.2 Invoices. Invoices for services of Engineer shall be billed to the City in summary form, itemized by projects and/or work tasks, on or about the _____ day of each month for all services performed through the last day of the previous month. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

- a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

4. **Contractor Is an Independent Contractor**

Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Engineer's completed work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work. Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under the Contract and will not have any amounts withheld by City to cover Engineer's tax obligations. Engineer is not eligible for any City fringe benefit plans.

5. **Notices**

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City: _____
City of Falls City
299 Mill Street
Falls City, OR 97344

Phone: (503)787-3631
Fax: (503)787-3023

Engineer: _____

Phone: () _____
Fax: () _____

6. Indemnification

Engineer shall indemnify, hold harmless, and defend City and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Engineer's negligent performance and/or fault of Engineer, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Engineer, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Engineer shall defend City from claims covered under this section at Engineer's sole cost and expense until such time (1) as an arbitration panel or a court of competent jurisdiction determines that City is liable in whole or in part for the loss or claim caused by City's negligence or (2) until City and Engineer mutually agree to allocate the liability.

7. Insurance Requirements

7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

- \$2,000,000 – each occurrence (bodily injury)
 - \$2,000,000 – general aggregate
 - \$1,000,000 – property damage, contractual, etc.
 - \$1,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- c. Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of five (5) years after final completion.
- d. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

7.3 Policies shall provide that City, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.

7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.

- 7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.
- 7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon.
- 7.7 Engineer shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Engineer shall furnish City with executed copies of such policies of insurance. Engineer shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 Engineer, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify City for any liability incurred by City as a result of Engineer's breach of the warranty under this paragraph.

9. Hours of Employment

Engineer shall comply with all applicable state and federal laws regarding employment.

10. Assignment

Engineer may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may be withheld in City's sole discretion. Engineer may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. Engineer's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Engineer shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

12. Ownership of Work and Documents

All work performed by Engineer and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any materials furnished to City by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

13. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Engineer. Upon termination under this paragraph, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Engineer. Pursuant to this paragraph, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Engineer. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Engineer can show good cause beyond its control for the delay.

14. Termination for Cause

City may terminate this Contract effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:

- 14.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

Either City or Engineer may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Engineer fails to perform in the manner called for in this Contract or if Engineer fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Engineer setting forth the manner in which Engineer is in default. Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 16.1 If terminated under paragraph 15 by City due to a breach by Engineer, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to City the amount of the reasonable excess.
- 16.2 In addition to the above remedies for a breach by Engineer, City also shall be entitled to any other equitable and legal remedies that are available.

- 16.3 If City breaches this Contract, Engineer's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Engineer is entitled.
- 16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by City, Engineer shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

17. Nondiscrimination

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Engineer that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Polk County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. ENGINEER BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Engineer expressly agrees to comply with: (i) ORS 659.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Engineer, its sub-consultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Contract, the Engineer agrees that:

Engineer is an experienced engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.

Engineer has the capabilities and resources necessary to perform the obligations of this Contract.

Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings,

specifications, and other documents prepared by Engineer shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

21. Drawings, Specifications and Other Documents

Engineer hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

22. Errors and Omissions

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its sub-consultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials.

23. Contract Performance

Engineer shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer that has not been cured. Engineer agrees that time is of the essence under this Contract.

24. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to City, and its duly authorized representatives in preparation for and during litigation.

25. Representations and Warranties

Engineer represents and warrants to City that (1) Engineer has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its terms, (3) Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

26. City Obligations

26.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks. With regard to subcontractor liens, City shall furnish to Engineer, within fifteen (15) days after receipt of a written request, information necessary and relevant for Engineer to evaluate, give notice of, or enforce lien.

- 26.2 City shall establish and update, if necessary, overall project budgets, including engineering and construction costs.
- 26.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Engineer, reasonably required by the scope of a project, and agreed to by City.
- 26.4 City shall furnish all testing as required by law or the contract documents.
- 26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Engineer has performed requisite project management and oversight duties.
- 26.6 City shall provide prompt written notice to Engineer if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Engineer's design or performance under the contract.
- 26.7 City shall pay Engineer in accordance with paragraph 3 and Exhibit C of this Contract, upon receipt of Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.
- 26.8 City shall report the total amount of all payments to Engineer, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 26.9 City shall guarantee access to, and make all provisions for Engineer to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.
- 26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of Engineer to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Agreement price or Agreement time.

27. Arbitration

All claims, disputes, and other matters in question between the City and Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Polk County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

A claim by Engineer arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Engineer may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written

decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Council's decision being binding upon the City and Engineer.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Engineer to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

28. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Engineer agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

29. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

30. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Engineer shall not be liable for any consequential damages under this Contract.

31. Foreign Contractor

If Engineer is not domiciled in or registered to do business in the state of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

32. Confidentiality

Engineer shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's sub-consultants to maintain the confidentiality of information of City.

33. Force Majeure

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

34. Waivers

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Engineer of the same or any other provision. City's consent to or approval of any act by Engineer requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Engineer, whether or not similar to the act so consented to or approved.

35. Severability

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

36. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

37. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

38. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

39. Certificate of Compliance with Oregon Tax Laws

By executing this Contract, Engineer certifies under penalty of perjury that Engineer is, to the best of Engineer's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

CITY OF FALLS CITY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Authorized Signature
Title: _____
Date: _____

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF ENGINEER

- A. Services shall be provided pursuant to City work task requests or as otherwise requested by City in writing. When authorized by City, the specific services which the Engineer shall furnish will generally consist of, but not be limited to, the following itemized services:
1. Engineering services for municipal systems including studies, designs and construction administration.
 2. Consultation with the City Manager and staff members on specific problems related to the City's facilities.
 3. Attend meetings, when requested by the City Manager, or when necessitated by project work underway.
 4. Project reviews, construction observation, and field surveying services.
 5. Miscellaneous technical services requested by the City Manager.
 6. Preparation of Federal and State Funding applications, as authorized by the City Manager.
 7. Plan review.
 8. Feasibility studies and facilities plans.
 9. Apprise City of applicable changes in state or federal law regarding engineering or design services where such changes in state and federal law directly affect the Engineer's work or the City's projects, and public works.
- B. Basic engineering services. When authorized by the City, Engineer will provide engineering services for improvement projects. These will generally consist of, but not be limited to, the following itemized services:
1. Preparation of plans and specifications ready for a call for bids.
 2. Tabulation of bids at bid opening, report same to the City, and assist in awarding Contracts for Construction.
 3. General observation of the work by observation trips to the job site on a periodic basis, as agreed with the City.
 4. Preparation and submittal of proposed contract change orders.
 5. Preparation of monthly progress payments to the Contractor.
 6. Final review of the project by the Engineer.
 7. Final acceptance of the project by the Engineer and recommendations accordingly to the City.
 8. Submission to the City of final quantities and costs.
 9. Furnish a set of "record" reproducible mylars, or other mutually agreed format suitable for long term preservation and storage.
- C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required upon City's written request. Included in these services, but not limited to, are:
1. Resident observation – Provide the services of an observer, acceptable to the City, as requested when contracts have been let by the City for construction. The Observer shall keep a daily diary of work progress. The Observer shall check and approve all construction work, prepare record drawings of the construction work, and prepare the monthly progress payments to the Contractor. As used in this document, the term "record drawings" means a set of documents consisting of record specifications and record drawings showing the reported location of the work.

Record drawings are based on information provided by persons other than the Engineer, and the Engineer does not warrant their accuracy.

2. Redesigns – As ordered by the City after final plans have been completed.
3. Appearances before courts or boards on matters of litigation related to a project.
4. Preparation of operation and maintenance manuals and cost of duplication.
5. Printing of plans and specifications.
6. Preparation of planning studies or reports, including costs of duplication.
7. Coordinating and obtaining permits and arranging agency reviews. Fees for permits or agency review are excluded from Engineer's services, and will be paid by others.
8. Miscellaneous other technical services as may be assigned and for which Engineer has qualifications and/or expertise.
9. Consultant Services – (Various technical services for which City requires Engineer to manage, monitor or direct):
 - a. Field engineering – Survey crew to stakeout construction work, provide preliminary design surveys and design land surveys. Survey crew shall furnish all necessary equipment, instruments, transportation, stakes and subsistence required for field engineering.
 - b. Soils investigations – including test borings, related analysis and recommendations by the Engineer.
 - c. Laboratory tests, well tests, borings, specialized geological, or other studies recommended by the Engineer.
 - d. Other consultant services requested by City, such as mechanical, electrical, architectural, wetland, permitting and cost estimation services.

Exhibit B

Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract.
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- (5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) Consultant shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*).
- (8) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.

- (12) Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Consultant certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

Exhibit C
Request for Proposal

Exhibit D
Engineer's Proposal

City of Falls City
City Council Work Session Meeting Minutes
Thursday August 4, 2016
Meeting Location: 320 N Main Street, Falls City, Oregon 97344

Council Present: Mayor Terry Ungricht, Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles and Julee Bishop

Staff Present: Domenica Protheroe, City Clerk and JoHanna Birr, City Clerk

Polk County Sheriff's Office Staff Present: Sergeants Tyrone Jenkins and Jason Ball, Sheriff Mark Garton via speakerphone.

Oregon State Legislature Representative Present: Dave Gomberg

Mayor Ungricht called the meeting to order at 6:00 pm.

1) Roll Call

Clerk Protheroe took roll call. Julee Bishop arrived at 6:03 pm.

2) Joint Meeting with Polk County Sheriff's Office to discuss vandalism in parks, break-ins, Neighborhood Watch, and other law related issues. Mayor Ungricht introduced Sergeant Jenkins, Sergeant Ball, and Representative Gomberg. The meeting was well attended with sixty-three (63) citizens, seven (7) Council members, and two (2) staff members present. Seventy-two (72) in total.

Council briefly discussed using a three-citizen panel in lieu of Municipal Court. The sheriff's office was considering enforcement of overlapping City and State codes. Representative Gomberg spoke on funding which was dependent on the results of the November 2016 vote on the corporate tax structure.

Arron Wenner of University Security and Alarm spoke on video surveillance options. Vandalism proof cameras are available and the system could be expanded in the future. Mr. Wenner agreed to send a proposal. Pros, cons, and legal issues related to video surveillance were mentioned.

Vandalism in the City's parks was discussed at great length. Other topics discussed included citizens taking photos or video of crimes in progress, intimidation by individuals, vacant homes, squatters, break-ins, speeding vehicles, drug issues, and vehicles parking in the Michael Harding Park. Sergeant Ball said the difficulty in pursuing crimes in our area, is that first-hand witnesses are reluctant to come forward. This lack of first-hand information makes it difficult on both victims and witnesses. Citizens and Polk County Sheriff's officials agreed two-way communication is necessary. Sheriff Garton spoke to attendees via speakerphone pledging his support in any way possible; stressing it must be a joint effort.

Citizens in attendance pledged a total of \$500.00 (five-hundred dollars) for vehicle barriers for Michael Harding (Falls) Park.

Sergeant Jenkins spoke in detail on the Neighborhood Watch program stating it can be a key element to deter crime. Seventeen (17) Individuals signed up to participate in Neighborhood Watch.

Clerk Protheroe distributed suggestion sheets (Exhibit A) and information sheet on how to report crimes and code complaints (Exhibit B)

The meeting ended in applause for Polk County Sheriff's Office attendees.

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3) **Adjourn**
The meeting adjourned at 7:00 pm.

Attested:

_____ Mayor Terry Ungricht

_____ City Clerk Protheroe

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Exhibit A

Please fill out this form with suggestions to improve Code Enforcement and Law Enforcement in Falls City. Thank YOU!

(*) Indicates required information

My Suggestion is (*):

My Suggestion Would Benefit (*):

Are you a City Resident or a Falls City Taxpayer? (*): YES I am/NO I am not

Optional Information

Name:

Telephone Number:

Email:

Would you like to help form or join a Neighborhood Watch Program?

Circle one: Yes No

Would you vote to support a Falls City Safety Levy?

Circle One: Yes No

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Report Crimes to → Polk County Sheriff's Office

850 Main Street, Dallas, Oregon 97338

For non-emergencies call 503.623.9251

For emergencies dial 911

Website complaint forms for drug activity: <http://www.co.polk.or.us/sheriff/drug-activity-complaint>

Website to report a crime: <http://www.co.polk.or.us/sheriff/report-crime>

Website to submit a tip: <http://www.co.polk.or.us/sheriff/submit-tip>

Animal Control → Polk County Sheriff's Office

850 Main Street, Dallas, Oregon 97338 Phone: 503.623.9251

Exhibit B

Report Falls City Code Violations to → Falls City

299 Mill Street, Falls City, Oregon 97344 Phone: 503.787.3631

Complaint forms are available at City Hall and on the website: www.fallscityoregon.gov

See other side for event information!

Are you interested in helping to form or volunteering for Neighborhood Watch?

Call Falls City City Hall 503.787.3.3631 or stop by 299 Mill Street, Falls City, Oregon

Upcoming and on-going events

August 16, 2016 at 7:00 pm Town Hall Meeting "How to keep the City Safe" Community Center Community 320 N. Main Street, Falls City, Oregon

August 25, 2016 at 6:30 PM Popsicles in the Park! Lower Park (Fay Wilson Memorial Park)
We live in a beautiful area and want it to be a healthy and fun place for parents, kids, families and all community members. Join together for a family friendly walk through the park ending with free popsicles for all!

Second Thursday of each month at 6:00 PM City Council Meeting Community Center 320 N. Main Street, Falls City, Oregon

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AGENDA REPORT

TO: COUNCIL
FROM: MAYOR UNGRICHT
SUBJECT: REQUEST FROM COUNTY RESIDENT
DATE: 08/30/2016

SUMMARY

I was approached by Mr. Lamb on his long battle with Polk County to have Bridgeport Road paved. He would like to have a letter of support from Falls City Council stating their support for paving of the road.

BACKGROUND

Within the City we have three designations of City roads;

- **Arterials** – Intra- and inter-community roadways connecting community centers with major facilities. In general, arterials serve both through traffic and local traffic. Access should be partially controlled with infrequent access to abutting properties.
- **Collectors** - Streets connecting residential neighborhoods with smaller community centers and facilities as well as access to the arterial system. Property access is generally a higher priority for collector arterials; through-traffic movements are served as a lower priority.
- **Local (Minor) Streets** - Streets within residential neighborhoods connecting housing (also can be commercial, industrial, etc.) with the arterial system. Property access is the main priority; through traffic movement is not encouraged.

Sheldon Street which becomes Bridgeport Road is classified as a collector. Most of Sheldon is paved within the City, there is about a blocks worth that is gravel. The City goes to the middle of Frost Road. So if we were to support this and Mr. Lamb is successful in getting the County to pave Bridgeport, we would want to take advantage of the equipment mobilization and pave the gravel portion of Sheldon.

PREVIOUS COUNCIL ACTION

N/A

ALTERNATIVES/FINANCIAL IMPLICATIONS

Cost of paving the gravel portion of Sheldon.

STAFF RECOMMENDATION

N/A

EXHIBIT

PROPOSED MOTION

I move the Falls City Council grant its consent to have staff draft a letter for the Councilors to sign in favor of the Bridgeport paving project.

AGENDA REPORT

TO: COUNCIL
FROM: MAYOR UNGRICHT
SUBJECT: RESOLUTION 17-2016 CITY ENGINEER CONTRACT
DATE: 08/29/2016

SUMMARY

The Council motioned to take applications through the RFQ (Request For Qualifications) process mandated by the State. Council approved members of the review panel.

BACKGROUND

The Falls City Council approved the recommendation of the City Engineer review panel and motioned Mayor Ungricht to negotiate a contract with Westech Engineering, Inc.

Resolution 17-2016 will formally adopt the contract between Falls City and Westech Engineering

PREVIOUS COUNCIL ACTION

Council approved the RFQ for City Engineer services, Council set up a review panel, and Council motioned for staff to work negotiate a contract.

ALTERNATIVES/FINANCIAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Allow staff to execute the contract.

EXHIBIT

Contract for City Engineer Services.

PROPOSED MOTION

I move the City Council of the City of Falls City adopt resolution 17-2016, A RESOLUTION TO ENTER INTO A CONTRACT BETWEEN THE CITY OF FALLS CITY AND WESTECH ENGINEERING, INC. FOR FALLS CITY ENGINEER OF RECORD.

Resolution 17-2016

A RESOLUTION OF THE CITY OF FALLS CITY, OREGON AUTHORIZING THE APPOINTMENT OF WESTECH ENGINEERING, INC TO SERVE AS CITY ENGINEER FOR THE CITY OF FALLS CITY.

Recitals

- A. The City of Falls City is currently operating without a City Engineer.
- B. The City of Falls City published a request for Qualifications and appointed a review panel to review applications and to make a recommendation to Council.
- C. The City Council accepted the recommendation and assigned the Mayor to pursue an agreement with Westech Engineering, Inc.

NOW THEREFORE, the City of Falls City resolves as follows:

- Section 1. The City Council of the City of Falls city authorizes an agreement between the City and Westech Engineering for the services of City Engineer
- Section 2. The agreement will go into effect on the date of the signing of this resolution.
- Section 3. This resolution shall take effect immediately upon adoption by the City Council and signature of the Mayor.

Adopted this 8th day of September, 2016.

Date

Terry Ungricht, Mayor

Attest:

Date

Domenica Protheroe, City Clerk

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CITY OF FALLS CITY CITY ENGINEERING SERVICES CONTRACT

This Contract is by and between the City of Falls City ("City") and Westech Engineering, Inc. ("Engineer") for the performance of general city engineering services for City, on an as needed basis.

A. RECITALS

City has conducted a formal solicitation for proposals from engineering firms pursuant to City Public Contracting Rules Division 48.

Engineer submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified engineer, best suited to meet City's needs pursuant to the RFP criteria.

City has awarded the contract to Engineer.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Oregon Personal Services Public Contracting Code Requirements
- Exhibit C – Request for Proposal
- Exhibit D – Engineer's Proposal and Schedule of Rates and Charges

C. AGREEMENT

1. Term and Authorization to Proceed

- 1.1 The term of this Contract shall be from its execution to September 1, 2019, for an initial three (3) year term. Thereafter, it may be extended for additional two (2) year terms upon written consent of both parties. Such extension(s) will consider adjustment to Engineer's schedule of charges attached within Exhibit D to this Contract.
- 1.2 Execution of this Contract by City will be authorization for Engineer to proceed with the work under the provisions of this Contract, as directed by City.

2. Scope of Work

- 2.1 Engineer shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.
- 2.2 Engineer will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered.

3. Compensation

- 3.1 Compensation. For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit D.
- 3.2 Invoices.
 - a. Invoices for services of Engineer shall be billed to the City in summary form, itemized by projects and/or work tasks, on or about the end of the first full

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business week of each month, for all services performed through the last day of the previous month.

- b. Engineer will provide in its invoices a detailed description of hours billed to assist City in correctly allocating costs to separate projects, or may modify the billing statement into a format that is agreeable to both parties. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

- a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

4. Engineer Is an Independent Contractor

- 4.1 Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Engineer's completed work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work.
- 4.2 Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under this Contract and will not have any amounts withheld by City to cover Engineer's tax obligations.
- 4.3 Engineer is not eligible for any City fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City:
City of Falls City 299 Mill Street
Falls City, OR 97344
Phone: (503)787-3631
Fax: (503)787-3023

Engineer:
Westech Engineering, Inc.
3841 Fairview Industrial Drive SE, Suite 100
Salem, OR 97302
Phone: (503) 585-2474

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Fax: (503) 585-3986

6. Indemnification

- 6.1 Liability of Engineer for Claims Other Than Professional Liability:
For claims other than professional liability, Engineer shall indemnify, hold harmless, and defend City and its officers, agents, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, to the extent resulting from or arising out of Engineer's negligent activities, performance and/or fault of Engineer, its employees, representatives, or subconsultants in connection with this Contract or the work to be performed hereunder. Nothing herewith shall be construed to require indemnification of City attributable to its own negligence, or for acts outside the control of Engineer or the control of anyone acting on Engineer's behalf in connection with, or incidental to, this Contract.
- 6.2 Liability of Engineer for Claims for Professional Liability:
For claims for professional liability, Engineer shall defend, save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions to the extent arising out of the professional negligent acts, errors or omissions of Engineer, its subconsultants, agents or employees in the performance of professional services in connection with this Contract or the work to be performed hereunder.
- 6.3 Liability of City:
City shall hold Engineer, its officers, agents and employees harmless from and indemnify them for any and all liability, settlements, loss, costs and expenses in connection with any actions suit, or claim caused by City's negligent acts, omissions, activities or services by City, its agents or employees.
- 6.4 Liability Shared by Engineer and City:
If negligence, errors or omissions of both Engineer and City (or person identified above for whom each is liable) is a cause of such claims, suits, or actions, the loss, cost, or expense shall be shared between Engineer and City in proportion to their relative degrees of negligence, errors, or omissions and the right of indemnity shall apply for such proportion.

7. Insurance Requirements

- 7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:
- a. Occurrence form commercial general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):
 - \$2,000,000 – each occurrence (bodily injury)
 - \$2,000,000 – general aggregate
 - \$1,000,000 – property damage, contractual, etc.
 - \$1,000,000 – umbrella liability coverage
- Coverage shall also include contractual liability coverage for the indemnity provided under this contract.
- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident.
 - c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.

- d. Professional Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence. Such policy will be on a claims made basis and will have an extended claims reporting period of five (5) years after final completion.
 - e. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.
- 7.2 Except as required in 7.1(e) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.
 - 7.3 Policies shall provide that City, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and Section 7.1(b) and a waiver of subrogation against them shall be obtained for all coverages.
 - 7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own. City shall procure and maintain general liability insurance during the full term of this contract which provides insurance coverage up to the limits of the Oregon Tort Claims Act, in connection with any actions suit, or claim from any third party caused by City's negligent acts, omissions, activities or services by City or its officers, employees or agents.
 - 7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.
 - 7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon.
 - 7.7 Engineer shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Engineer shall furnish City with executed copies of such policies of insurance. Engineer shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 Engineer, its subconsultants, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify City for any liability incurred by City as a result of Engineer's breach of the warranty under this paragraph.

9. Hours of Employment

Engineer shall comply with all applicable state and federal laws regarding employment.

10. Assignment

Neither City nor Engineer may assign any of its responsibilities under this Contract without prior written consent from the other party, which consent shall not be unreasonably withheld. Engineer may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent (which consent shall not be unreasonably withheld), other than work performed directly for Engineer by the subconsultants specified in Exhibit D.

Engineer's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Engineer shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

12. Ownership of Work and Documents

12.1 Ownership of Work, Unauthorized Use of Work. All work performed by Engineer and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any engineering documents furnished to City by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

12.2 Intellectual Property.

- a. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in City, except for work exempted by Paragraph 12.2.b below. Upon request, Engineer shall execute any assignment or other documents necessary to give effect to this paragraph. Engineer will retain a nonexclusive right to use intellectual property vested in City as part of this Contract.
- b. Engineer shall retain all intellectual property rights (including but not limited to copyrights and/or patents of any type) for work completed by Engineer prior to execution of this Contract, or completed for other clients or outside of the scope of this Contract. This includes but is not limited to design elements developed on previous projects, as well as standard contract documents, standard specifications, design standards manuals, standard details or other standard documents, details or drawings developed prior to execution of or outside the scope of this Contract.
- c. City will retain a nonexclusive right to utilize documents and materials provided to City by Engineer which are excluded under paragraph 12.2.b, but shall not profit from such use, and shall not provide these documents or materials for use by other jurisdictions without authorization from Engineer.

13. Termination for Convenience

13.1 This Contract may be terminated by mutual consent of the parties upon written notice.

13.2 City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Engineer.

- 13.3 Upon termination under this paragraph, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Engineer. Only upon prior written notice from City, City will agree to pay Engineer's reasonable costs actually incurred in the orderly closing out of specific work tasks or projects underway under this Contract. Pursuant to this paragraph, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Engineer. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Engineer can show good cause beyond its control for the delay.
- 13.4 City may unilaterally order Engineer to suspend all or part of the services under this Contract. If City suspends certain services under this Contract and later orders Engineer to resume those services, Engineer will be entitled to reimbursements for the costs actually and reasonably incurred, if any, in re-starting the suspended services.
- 13.5 Engineer may terminate this Contract for its own convenience upon 120 days prior written notice to City.

14. Termination for Cause

- 14.1 City may terminate this Contract, or specific work items authorized under this Contract, effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:
- a. If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - c. If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- 14.2 Engineer may terminate all or part of this contract for cause if City breaches the provisions of this contract or requests Engineer to perform work in violation of applicable laws, ordinances, or generally accepted engineering practices and standards in effect when the services are rendered, upon 14 days written notice to City.
- 14.3 Upon termination under Section 14.1, Engineer shall be entitled to payment in accordance with the terms under paragraph 13.3.

15. Termination for Default

- 15.1 Either City or Engineer may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- 15.2 If Engineer fails to perform in the manner called for in this Contract or if Engineer fails to comply with any other provisions of the Contract, City may terminate this Contract for

default. Termination shall be effected by serving a notice of termination on Engineer setting forth the manner in which Engineer is in default. Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 16.1 If terminated under paragraph 15 by City due to a breach by Engineer, City may complete the work either itself, by agreement with another party, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to City the amount of the reasonable excess.
- 16.2 In addition to the above remedies for a breach by Engineer, City also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If City breaches this Contract, Engineer's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Engineer is entitled.
- 16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under this Contract or any damages arising solely from terminating this Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by City, Engineer shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

17. Nondiscrimination

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Engineer that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Polk County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. ENGINEER BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Engineer expressly agrees to comply with: (i) ORS 659A.142; and (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Engineer, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation

law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources; Standard of Care

20.1 By execution of this Contract, the Engineer agrees that:

- a. Engineer is an experienced engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.
- b. Engineer has the capabilities and resources necessary to perform the obligations of this Contract.
- c. Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Engineer shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

20.2. The standard of care applicable to Engineer's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed.

20.3. While exercising the standard of care applicable to Engineer's services, if Engineer's performance of services hereunder reasonably requires Engineer to rely on information provided by other parties (excepting Engineer's subconsultants), Engineer shall not be required to independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by City.

21. Drawings, Specifications and Other Documents; Opinions of Cost

21.1 Engineer hereby agrees that it will, in a manner consistent with its standard of care defined above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

21.2 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for work under this Contract, Engineer has no control over unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; quality of performance by operating personnel or third parties; and other operational factors that may materially affect the ultimate project cost or schedule.

22. Errors and Omissions

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 20. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its subconsultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials.

23. Contract Performance

Engineer and City shall at all times carry on the services and obligations diligently, without delay and punctually fulfill all requirements herein. Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer or City that has not been cured. The parties agree that time is of the essence under this Contract.

24. Access to Records

24.1 For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract, at City's cost for retrieval and reproduction.

24.2 If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than three (3) years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to City and its duly authorized representatives in preparation for and during litigation, at City's cost for retrieval and reproduction.

25. Representations and Warranties

Engineer represents and warrants to City that (1) Engineer has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its terms, (3) Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

26. City Obligations

26.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks.

26.2 City shall establish and update, if necessary, overall project budgets, including engineering and construction costs.

26.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Engineer, reasonably required by the scope of a project, and agreed to by City.

26.4 City shall furnish all testing as required by law or the contract documents.

26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Engineer has performed requisite project management and oversight duties.

26.6 City shall provide prompt written notice to Engineer if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Engineer's design or performance under the contract, or if City becomes aware of any development that affected the scope or timing of Engineer's services.

26.7 City shall pay Engineer in accordance with paragraph 3 and Exhibit D of this Contract,

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upon receipt of Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.

- 26.8 City shall report the total amount of all payments to Engineer, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 26.9 City shall guarantee access to, and make all provisions for Engineer to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.
- 26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of Engineer to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time.
- 26.11 Timely review: City will examine Engineer's studies, reports, sketches, drawings, specifications, proposals, and other documents (and obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, or other consultants to the extent that the City deems appropriate), and render in writing decisions required by City in a timely manner.

27. Arbitration

All claims, disputes, and other matters in question between the City and Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof, except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Oregon's Uniform Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Polk County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

28. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Engineer agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

29. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

30. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Engineer shall not be liable for any consequential damages under this Contract.

31. Foreign Contractor

If Engineer is not domiciled in or registered to do business in the state of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

32. Confidentiality

Engineer shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's subconsultants to maintain the confidentiality of information of City.

33. Force Majeure

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war. In any such event, Engineer's schedule, and compensation for fixed-fee or for hourly-not-to-exceed projects, shall be equitably adjusted.

34. Waivers

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Engineer of the same or any other provision. City's consent to or approval of any act by Engineer requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Engineer, whether or not similar to the act so consented to or approved.

35. Severability

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

36. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

37. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

38. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

39. Certificate of Compliance with Oregon Tax Laws

By executing this Contract, Engineer certifies under penalty of perjury that Engineer is, to the best

of Engineer's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

CITY OF FALLS CITY

Westech Engineering, Inc.

By: _____
Name: Terry Ungricht
Title: Mayor
Date: _____

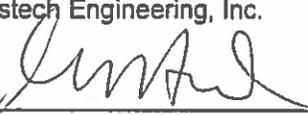
By:  _____
Name: Steven A. Ward
Title: President
Date: 8/25/16 _____

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF ENGINEER

- A. Services shall be provided pursuant to City work task requests or as otherwise requested by City in writing. When authorized by City, the specific services which the Engineer shall furnish will generally consist of, but not be limited to, the following itemized services:
1. Engineering services for municipal systems including studies, designs and construction administration.
 2. Consultation with the City Manager and staff members on specific problems related to the City's facilities.
 3. Attend meetings, when requested by the City Manager, or when necessitated by project work underway.
 4. Project reviews, construction observation, and field surveying services.
 5. Miscellaneous technical services requested by the City Manager.
 6. Preparation of Federal and State Funding applications, as authorized by the City Manager.
 7. Plan review.
 8. Feasibility studies and facilities plans.
 9. Apprise City of applicable changes in state or federal law regarding engineering or design services where such changes in state and federal law directly affect the Engineer's work or the City's projects, and public works.
- B. Basic engineering services. When authorized by the City, Engineer will provide engineering services for improvement projects. These will generally consist of, but not be limited to, the following itemized services:
1. Preparation of plans and specifications ready for a call for bids.
 2. Tabulation of bids at bid opening, report same to the City, and assist in awarding Contracts for Construction.
 3. General observation of the work by observation trips to the job site on a periodic basis, as agreed with the City.
 4. Preparation and submittal of proposed contract change orders.
 5. Preparation of monthly progress payments to the Contractor.
 6. Final review of the project by the Engineer.
 7. Final acceptance of the project by the Engineer and recommendations accordingly to the City.
 8. Submission to the City of final quantities and costs.
 9. Furnish a set of "record" reproducible mylars, or other mutually agreed format suitable for long term preservation and storage.
- C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required upon City's written request. Included in these services, but not limited to, are:
1. Resident observation – Provide the services of an observer, acceptable to the City, as requested when contracts have been let by the City for construction. The Observer shall keep a daily diary of work progress. The Observer shall check and approve all construction work, prepare record drawings of the construction work, and prepare the monthly progress payments to the Contractor. As used in this document, the term "record drawings" means a set of documents consisting of record specifications and record drawings showing the reported location of the work.

Record drawings are based on information provided by persons other than the Engineer, and the Engineer does not warrant their accuracy.

2. Redesigns – As ordered by the City after final plans have been completed.
3. Appearances before courts or boards on matters of litigation related to a project.
4. Preparation of operation and maintenance manuals and cost of duplication.
5. Printing of plans and specifications.
6. Preparation of planning studies or reports, including costs of duplication.
7. Coordinating and obtaining permits and arranging agency reviews. Fees for permits or agency review are excluded from Engineer's services, and will be paid by others.
8. Miscellaneous other technical services as may be assigned and for which Engineer has qualifications and/or expertise.
9. Consultant Services – (Various technical services for which City requires Engineer to manage, monitor or direct):
 - a. Field engineering – Survey crew to stakeout construction work, provide preliminary design surveys and design land surveys. Survey crew shall furnish all necessary equipment, instruments, transportation, stakes and subsistence required for field engineering.
 - b. Soils investigations – including test borings, related analysis and recommendations by the Engineer.
 - c. Laboratory tests, well tests, borings, specialized geological, or other studies recommended by the Engineer.
 - d. Other consultant services requested by City, such as mechanical, electrical, architectural, wetland, permitting and cost estimation services.

Exhibit B

Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract.
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- (5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) Consultant shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*).
- (8) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.

- (12) Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Consultant certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

Exhibit C
Request for Proposal

**City of Falls City
REQUEST FOR PROPOSAL
CITY ENGINEER OF RECORD**

I. GENERAL INFORMATION

A. INTRODUCTION

The City of Falls City (City) is soliciting proposals for an Engineer of Record (City Engineer) to provide engineering services as an independent contractor to the City. Services typically conducted by the City Engineer include, but are not necessarily limited to the items listed in Article I.D of this RFP. Services may include supervising work produced by City which is subject to ORS 672. Work shall be provided to City on an as-needed basis, as authorized by the City Manager or the City Manager's designee.

The City estimates 5 to 8 hours per month in service to the City of Falls City. Proposers shall be licensed to practice engineering in the State of Oregon and be members in good standing with the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS). The City will consider proposals from engineering firms as well as individual engineers.

B. BACKGROUND

Falls City was incorporated in 1893. The current population is approximately 950. The City is located in Polk County approximately 25 miles Southwest of Salem. The City Council consists of the Mayor and six council members elected from the City at large. The selected consultant will work under the direction of the City Manager.

Through the Public Works Department, the City owns and operates various utility systems and infrastructure that serve the residents including the water system, the wastewater system, the storm drainage system, and the local street system. The Public Works Department also provides operation and maintenance for City Parks and general City-owned building maintenance. The City provides land-use planning through a contract with Mid Valley Council of Governments.

The City owns and operates a number of public facilities including the following

- A. One sand filter treatment plant, One 600,000 gallon storage reservoir, and distribution system serving 443 users.
- B. A STEG/STEP Wastewater collection system serving 177 users, with 2 pump stations, and around 20,000 linear feet of sewer mains and 8,500 feet of service laterals.
- C. Transportation system, 7.17 miles of gravel and 7.12 miles of asphalt.
- D. Parks system with 3 parks and 2 cemeteries.

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C. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- | | |
|----------------------------------|----------------------|
| • RFP Advertised | Week of May 2, 2016 |
| • Proposal Due Date | May 25, 2016 |
| • Selection Committee Evaluation | Week of May 26, 2016 |
| • Interviews (if needed) | Week of May 30, 2016 |
| • Council Approval | June 9, 2016 |
| • Commencement of Contract | July 14, 2016 |

D. SCOPE OF SERVICES

The following statement of work describes the on-going services that the engineering firm shall provide to the City of Falls City. These services are contracted on an on-call basis. The City will compensate the Engineer of Record for general engineering services based on standard hourly rates and a fee schedule. It is expected that the Engineer of Record will be available on a daily basis for consultation.

The scope of services for the Engineer of Record may include, but is not limited, to the following.

- Assist with budgeting, planning, and rate studies.
- Suggest and comment on engineering related issues, ordinance modifications and public works design standards and construction specification modifications.
- Assist with GPS/GIS data gathering and information compilation relating to existing infrastructure.
- Work with City staff to review or complete federal, state or county permits, applications, or agency notification.
- Work with City staff, organizations and funding agencies to help develop competitive and complete grant applications or funding proposals.
- Act as the City's representative with other state, federal or local governmental agencies.
- Serve as the City's representative during the review, plan approval, construction management, and project closeout phases of any development or planning project prepared by other engineers and submitted to the City for approval. This includes land development projects such as subdivisions or site specific developments.
- Review preliminary engineering design drawings and design calculations for general conformance with state, county, and city requirements and sound engineering practices.

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- Review final submitted construction plans prepared by other professionals and, after acceptance, stamp and sign the drawings as "Approved for Construction" by the CITY ENGINEER.
- Attend pre-application, construction, Planning Commission, City Council or other meetings as requested by the City.
- Provide detailed design and construction specifications for successful bidding and construction coordination of city infrastructure improvement and maintenance projects.
- Provide project construction observations of public improvements installed as part of private development projects. Verify general conformance with city approved construction plans and specifications.
- Provide project management, engineering design, and construction observation for City public works construction projects.
- Perform final construction observations and punch lists for completion of private developments and for City of Falls City project sites, including review of as-built drawings, testing results, as-built certification, project closeout and initiation of the required construction warranty period.
- Perform engineering work pertaining to public records, property acquisitions, condemnations, forfeiture activities, public improvements and improvement districts, public rights of ways, easements, code enforcement, and matters relating to special assessments and public utilities.
- Review and formulate updates to City Master Plans and feasibility studies as requested.
- Perform additional basic engineering and special services which cannot be fully described at this time, as requested by the City.

For special projects, the Engineer of Records shall provide a work order upon written request from the City. The work order shall include a detailed proposal and scope of work, schedule and cost proposal. Special projects may include, but are not limited to, design of city owned public works facilities including streets, water, sewer, storm drainage facilities, and City owned parks and buildings.

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide six hard copies plus one electronic version (.pdf format on a CD) of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Falls City, City Engineer of Record Proposal".

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Proposals shall be submitted by 3:00p.m. on May 25, 2016 to:

City of Falls City
c/o Terry Ungricht
299 Mill Street
Falls City, Oregon 97344

503-787-3631

Email: mayorungricht@fallscityoregon.gov

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City of Falls City assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

B. INQUIRIES

Questions concerning this RFP should be submitted to:

Terry Ungricht
City of Falls City
299 Mill Street
Falls City, Oregon 97344
Phone: 503-787-3631

Email: mayorungricht@fallscityoregon.gov

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

D. PROTESTS

Proposers are directed to the protest procedures contained in City Public Contracting Rule 137-048-0240.

E. PROPOSAL CONTENTS

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Proposals shall be limited to no more than 15 single sided pages, not including covers, divider pages, or resumes. Proposals should be prepared in generally the following format and shall include, at a minimum, the following items:

- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Qualifications:
 - Name and qualifications of the individual who will serve as the City Engineer.
 - The names of professional persons who will assist the City Engineer in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable in size to Falls City.
 - Specifically address proposer's familiarity with laws and regulations governing public water, wastewater, stormwater, and transportation systems, including operations, construction and maintenance of the City's current systems.
- Description of proposer's expertise in the following areas:
 - Civil, Electrical, Mechanical and Transportation Engineering;
 - Sand filter treatment plants and water distribution systems;
 - Municipal ground/surface water rights acquisition and maintenance of;
 - Pump station and gravity wastewater collection systems;
 - Lagoon wastewater treatment with land applied effluent disposal;
 - WPCF and NPDES permit regulations and compliance;
 - Road maintenance techniques and applications;
 - Oregon land use law/planning and development related infrastructure issues;
 - Public improvement contracting and administration;
 - Contract law and intergovernmental agreements;
 - Public Utility billing operations and maintenance; and,
 - Public finance and infrastructure financing.
- Explanation of proposer's workload capacity and level of experience commensurate with the level of service required by the City.
- Explanation of proposer's facilities and availability of support staff.
- Proof of Insurance of \$2 million professional liability insurance and \$2 million comprehensive and automobile liability insurance. Proof of coverage by Workers' Compensation Insurance or exemption.
- A list of at least three references from government clients of similar size for whom similar services have recently been provided. (For all references, please include names, phone numbers, and description of work performed.)
- A list of the tasks, responsibilities, and qualifications of any sub-consultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any sub-consultants.
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, sexual orientation, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- Confirmation that the proposer is a civil engineer licensed to work in the State of Oregon.

- A discussion of proposer's use of local resources and community involvement.

F. PUBLIC RECORDS

All proposals submitted are the property of the City of Falls City, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Proprietary", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Oregon Public Records law.

G. COSTS

Proposers responding to this RFP do so solely at their own expense.

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- A Civil Engineer licensed to work in the State of Oregon.
- Ability to provide the engineering work needed by the City to the standards required by the City, County and State.
- Has the financial resources for the performance of the desired engineer services, or the ability to obtain such resources.
- An Equal Opportunity Employer and otherwise qualified by law to enter into the attached Engineering Service Contract.

B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	Maximum Points
1) Specialized experience in the type of work to be performed, specifically including work in a city of similar size.	(50)
2) Qualifications and experience of the staff assigned by proposer to perform these services.	(40) 91
3) Past experience of proposer and project team members	(20)

	with relevant county, state, and federal regulatory and funding agencies.	
4)	Quality of proposed scope of work, including the proposed management techniques and practices for City service needs.	(20)
5)	Familiarity with the City and City locale.	(10)
6)	Distance from City.	(30)
7)	Availability and capability to perform the engineering services described in this RFP on an ongoing basis.	(25)
8)	References.	(15)
9)	Interview (if conducted)	(40)
Maximum Total Points		250

C. SELECTION

The City is using a qualifications based selection (QBS) process as mandated for contracts anticipated to exceed \$100,000 by ORS 279C.110. As a result, selection of the most qualified candidate will be made without regard to the price of the services. Only after selection of the most qualified candidate will the City and selected candidate enter into contract negotiations for the price of the services.

The evaluation committee will consist of 5 members. Each member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates by telephone or in person. Upon completion of its evaluation process, the evaluation committee may either recommend a firm to be appointed as Engineer of Record or it may recommend up to three (3) firms to be interviewed by the City Council.

If the Council does not cancel the RFP after receipt of the evaluation committee's scoring results and recommendation, the City will begin negotiating a contract with the highest ranking candidate. The City shall direct negotiations toward obtaining written agreement on the Engineer's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in

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this manner through successive candidates until an agreement is reached or the City terminates this RFP.

It is the desire of the City to have a new engineering contract in place no later than June 30, 2016.

D. CONTRACT

The City desires to enter into a professional services agreement in the form attached, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected proposer will be expected to sign the attached written agreement, which will incorporate this RFP and awardee's proposal. Submittal of a proposal indicates a proposer's agreement with the terms of the attached contract. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms the City chooses to negotiate, in City's sole discretion.

The City anticipates payment for services on an hourly basis. However, the City will also consider alternative proposals. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City.

It is anticipated that the City of Falls City will enter into a three (3) year agreement, which thereafter may be extended upon written consent of both parties for additional two (2) year terms.

The agreement requires that awardee will comply with all applicable federal and state laws, rules and regulations.

**The City of Falls City is an Equal Opportunity/Affirmative
Action Employer
Women, Minorities and Disabled Persons are encouraged to apply**

**THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR
REVOKED WITHOUT NOTICE.**

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Exhibit D
Engineer's Proposal

May 25, 2016

Proposal for



Engineer of Record Services
City of Falls City

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Westech Engineering, Inc.

Consulting Engineers & Planners
3841 Fairview Industrial Dr. SE, Suite 100
Salem, OR 97302
(503) 585-2474

May 25, 2016

City of Falls City
c/o Terry Ungricht
299 Mill Street
Falls City, OR 97344

Subject: City of Falls City Engineering of Record Services – Proposal

Dear Selection Committee,

Westech Engineering is excited to offer our services as the Engineer of Record to the City of Falls City. Westech is a local firm with an office in Salem. Westech specializes in offering City Engineering services to small cities like Falls City. We currently serve as Engineer of Record for several cities and service districts in Oregon. We have served as City Engineer for some of these clients continuously for over 30 years. Westech has specialized in the discipline of small City Engineering since our founding in 1968. As such, we have extensive experience in dealing with the wide range of challenges faced by cities like Falls City. Therefore, you can be assured that our recommendations to the City are based real world experience and past success with similar issues in our other cities.

Small city engineering is not something that we do on the side between major projects. It is a major element of our overall workload. In addition to work on specific design-related projects, we also provide support to our city clients in other areas such as development review, land use issues, preparation of design and construction standards, user fees, SDC fees, and utility mapping services. For these types of services we have developed systems that allow us to deliver these products in an efficient and affordable manner to small cities like Falls City.

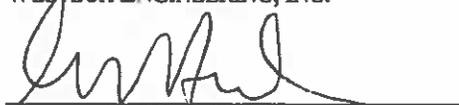
The remainder of this qualifications statement is divided into the following sections. Resumes are included as part of the supporting information.

- Authorized Representatives
- Qualifications
- Expertise
- Workload Capacity
- Facility & Staff Availability
- Insurance Coverage
- References
- Subconsultants
- Nondiscrimination Policy
- Oregon Civil Engineer Registrations
- Use of Local Resources & Community Involvement

On behalf of the Westech team, we thank you for your consideration. Should you have any questions or require any additional information, please do not hesitate to call us at (503) 585-2474.

Sincerely,

WESTECH ENGINEERING, INC.



Steven A Ward, P.E.
President

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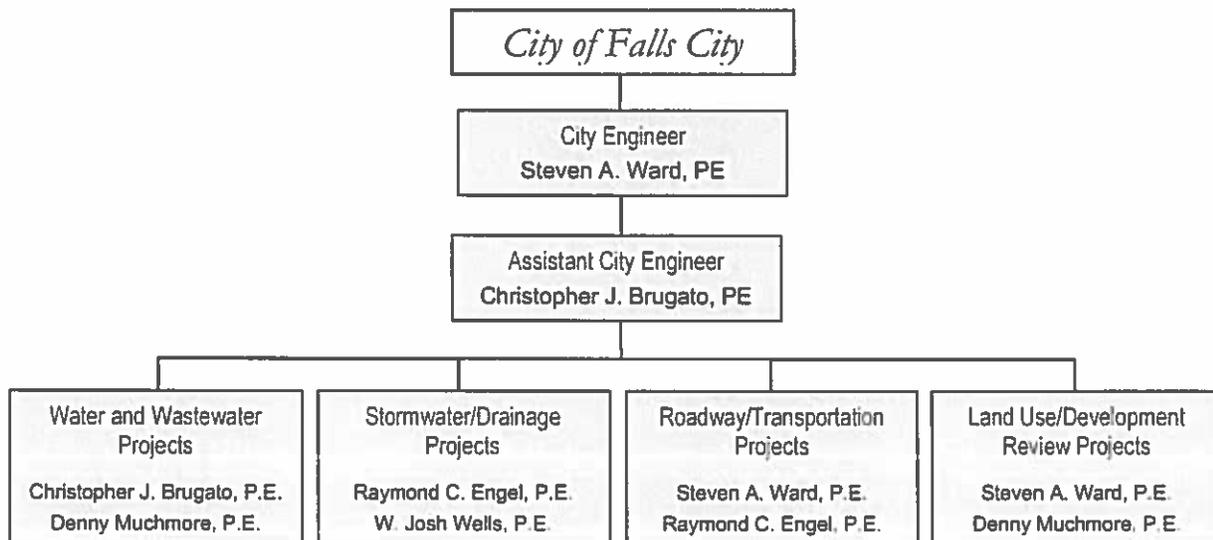
AUTHORIZED REPRESENTATIVES

Steven A. Ward, Denny Muchmore, and Christopher Brugato are authorized to represent Westech Engineering in contract negotiation for this project.

QUALIFICATIONS

PROJECT TEAM

To best serve the City of Falls City, Westech has assembled a team with specialized expertise in the delivery of a wide range of projects typically needed by cities like Falls City. The Westech team offers experience that spans several disciplines central to serve as the Engineer of Record including; project management of large municipal projects, planning, water utility systems, wastewater utility systems, transportation systems, storm drainage, land use and development review, regulatory agency requirements, funding agency requirements, environmental issues, and public utility rates and fees. The general project team organizational chart is presented below followed by a brief summary of the individuals that will serve Falls City in the coming years. Resumes of the proposed Westech team members are included in Appendix A.



STAFF SUMMARIES

▪ STEVEN A. WARD, P.E. – CITY ENGINEER

The Westech team will be headed by Steven A. Ward, P.E., who will serve as the City Engineer. Mr. Ward currently serves as the City Engineer for the City of Jefferson and Sublimity. Mr. Ward will be the primary contact for the City for day to day City Engineering matters. Mr. Ward will also provide overall direction to the Westech team members for specific city projects. Mr. Ward will be responsible for schedule, budget, team organization, technical input, and overall project quality. Mr. Ward will also review all work products produced by the various project engineers prior to delivery to the City. Mr. Ward will provide direct assistance related to development review projects and land use issues. Mr. Ward will also provide support for city projects related to drainage, site development and roadway design. Mr. Ward is a licensed professional engineer in Oregon, Washington, Idaho, California, Wyoming and Colorado. Mr. Ward's has more than 35 years of experience

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including planning, public facility value engineering, design, project coordination, contract administration and construction management. He works closely with his City clients on a wide range of projects and issues including IGA negotiations, street rehabilitation programs, and financial planning. He has proven expertise in planning regulations, development costs and land development economics. Mr. Ward has an excellent background in the design and construction management of private site development and can view projects from both the public and private perspectives.

▪ *CHRISTOPHER J. BRUGATO, P.E. - ASSISTANT ENGINEER OF RECORD*

Christopher J. Brugato, P.E. will serve as the Assistant City Engineer and will assist Mr. Ward on day to day City Engineering tasks as well as on specific City projects. Mr. Brugato will also be a second point of contact for the City if Mr. Ward is not available. Mr. Brugato will serve as project engineer for specific City projects related to the water and wastewater utility systems. Mr. Brugato has 16 years of experience and is licensed in Oregon, Washington, and Nevada. Mr. Brugato currently serves as the City Engineer for the City of Philomath. Mr. Brugato specializes in the planning, design and construction of municipal water and wastewater projects. Mr. Brugato has completed several large wastewater projects from facilities planning through construction. Examples include the City of Brownsville, the City of Jefferson and the City of Philomath. Mr. Brugato has prepared several water master plans and wastewater facilities plans. He has a broad-based knowledge of water and wastewater treatment, and has extensive experience in managing complex multi-disciplinary projects. His knowledge of regulatory requirements (OHD, DEQ & EPA) is exemplary.

PROJECT ENGINEERS

In addition to Mr. Ward and Mr. Brugato, Westech offers the resources of additional engineers with specialized talents and to meet the City's needs. We anticipate that team members will be assigned to City projects on a project specific basis. This way we can match a specific project to the specific skills of our individual team members. In all cases, Mr. Ward will oversee the work of the team members and will serve as the City's primary contact. All of the following team members are professional Civil Engineers licensed by the State of Oregon.

▪ *DENNY MUCHMORE, P.E.*

Mr. Muchmore has over 24 years of experience and is licensed in Oregon and Washington. Mr. Muchmore is experienced in all facets of municipal engineering and currently serves as the City Engineer for Dayton and Creswell. Mr. Muchmore will provide assistance with the development of Public Works Design Standards, utility system mapping, etc. Mr. Muchmore is responsible for creating the template for Westech's digital city utility mapping system and preparing Public Works Design Standards as well as digital as-built archiving systems for all of Westech's city and service district clients. As a result of Mr. Muchmore's extensive experience with standards development, we can produce customized public works standards and details for the City in a cost-effective manner. Mr. Muchmore's recent projects include a water master plan for the City of Dayton, improvements to the water supply systems serving Dayton, several water distribution system projects for the City of Carlton, and street improvements at the intersection of 3rd and Madison Streets in Lafayette.

▪ *RAYMOND C. ENGEL, P.E.*

Mr. Engel has 18 years of experience and will serve the City on transportation and drainage projects. Mr. Engel has experience in planning, design, project coordination, construction administration, and master plan preparation for a wide variety of site improvement, street, and utility projects for the public and private sector. His projects include both undeveloped sites as well as redevelopment and rehabilitation projects and he has coordinated with local and state level jurisdictions, including Oregon DOT, DEQ, DOC, DAS and DHS, to develop plans consistent with Owner needs and jurisdiction requirements.

▪ *W. JOSH WELLS, P.E.*

Mr. Wells has 10 years of experience and will provide support for city projects related to drainage, municipal site development and roadway design. As a specialist in civil sitework and drainage design, Mr. Wells' experience includes planning, design, project coordination, contract administration, and construction management. He works closely with public and private clients providing services for grading, drainage, sewer, and water improvements, as well as public facilities. He has proven expertise in planning regulations, development costs and land development economics.

EXPERIENCE WITH PUBLIC UTILITY LAWS & REGULATIONS

Over the years, the City and City Engineer will need to interact with several different regulatory agencies to address various issues. Examples of agencies we routinely work with are listed below. We have well developed contacts with local personnel at these agencies and have developed a strong rapport. Our experience with these agencies means that we are up to date on the regulatory requirements for typical municipal projects. This experience enables us to accurately evaluate alternatives with respect to permitting requirements and challenges. This experience also allows us to help our clients develop project implementation plans that avoid regulatory pitfalls.

- FEMA, Flood Plain and Floodway Management Issues.
- Lane County Public Works and Building Departments
- NMFS, Threatened and Endangered Species Issues.
- Oregon DEQ, Wastewater & Stormwater Permitting and Regulation.
- Oregon Health Authority, Drinking Water Program, Water System Permitting and regulation.
- ODOT, Highway Access Permitting, Utilities in State Right of Way Permitting.
- Oregon Division of State Lands, Wetland delineations and removal fill permits.
- Oregon State Historic Preservation Office, Cultural Resource Preservation.
- Oregon State Fire Marshall, Fire code requirements.
- Oregon Water Resources Department, Water rights regulations.
- USACE, Wetland delineations and removal fill permits.
- US Fish and Wildlife Service, Threatened and Endangered Species Issues.
- Various Tribes, Cultural Resource Preservation.

EXPERTISE

Since its founding in 1968 Westech has specialized in providing City Engineering services to small municipalities in Western Oregon. Our goal is to provide quality engineering services on time and within budget to meet our clients' needs. We have successfully upheld this goal through the completion of a diverse range of projects in nine states with a focus on projects in the Northwest. Our clientele range in size from large metropolitan cities, counties, state and federal agencies to small communities and utility service districts, as well as a wide variety of private development clients.

Westech currently serves as City or District Engineer for the following city and service district clients:

- | | |
|--|--|
| ▪ City of Carlton | ▪ City of Mt. Angel |
| ▪ City of Creswell | ▪ Neskowin Regional Sanitary Authority |
| ▪ City of Dayton | ▪ Netarts-Oceanside Sanitary District |
| ▪ Hebo Joint Water and Sewer Authority | ▪ City of Philomath |
| ▪ City of Jefferson | ▪ City of Sublimity |

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Although not always readily evident to the casual observer, it takes a special engineer with a variety of talents to properly serve a smaller municipal client. Not only is an excellent knowledge of utility, street, drainage and structural work required, but also many other abilities are needed. A good knowledge of municipal finance, local improvement districts, capital improvement planning, state and federal grant/loan programs and municipal ordinances are needed, as are leadership abilities. Especially important is the ability to relate well with people, and to look toward the long-term needs of the City (rather than simply short-term temporary solutions). At Westech we work hard to develop these capabilities.

Over the past four decades Westech has developed an excellent understanding of the challenges associated with small city infrastructure and the budgetary constraints under which small cities must operate. Westech's commitment to quality engineering for the most reasonable cost gives us a repeat client base and the financial stability to fulfill major project commitments.

While we specialize in City Engineering, an important part of our business model also includes providing consulting services to the private sector. Our experience working with private developers gives us a better understanding and ability to work with developers in municipalities where we act as City Engineer. Our understanding of both the public and private aspects of developments enable us to coordinate efficiently as we understand both perspectives having represented both public and private clients.

The following subsections include further descriptions of Westech's expertise in the various work areas listed in the Request for Proposals.

▪ *CIVIL, ELECTRICAL, MECHANICAL & TRANSPORTATION ENGINEERING*

Over the years Westech has completed numerous projects that span the disciplines of Civil, Electrical, Mechanical, and Transportation Engineering. We have completed designs for numerous treatment and pumping facilities that all incorporate a multidisciplinary team of Civil, Mechanical, and Electrical Engineers. Recent examples of such projects are listed in Table 1. For all of these projects, Westech was the lead



Netarts Oceanside Sanitary District
Wastewater Treatment Plant

consultant. Westech performed all Civil Engineering using in-house personnel. A team of subconsultants was used to provide the Electrical, Mechanical, Structural, and Geotechnical Engineering. Westech assembled, managed, and led the design team throughout the design and construction of each of these projects. Westech also prepared the bidding and contract documents for these projects, handled bidding process, reviewed the bids, and administered the contract on the Owner's behalf.

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Table 1: Westech's Recent Multidisciplinary Projects		
Project	Location	Construction Cost
<u>Netarts Oceanside Sanitary District Wastewater Treatment Plant.</u> A new sequencing batch reactor (SBR) activated sludge wastewater treatment plant with three SBR basins, a headworks with screening and grit removal, a equalization basin, UV disinfection system, facultative sludge lagoons, an office/lab building and a shop building	Oceanside, OR	\$12,400,000
<u>Jefferson Wastewater Treatment Plant.</u> A new sequencing batch reactor (SBR) activated sludge wastewater treatment plant with two SBR basins, an influent pump station, a headworks with screening and flow measurements, and equalization basin, UV disinfection, an aerobic digester and facultative sludge lagoon.	Jefferson, OR	\$5,900,000
<u>Jefferson City Hall</u> Westech led the design effort for a new City Hall building serving the City of Jefferson. The project was delivered as a design-build project.	Jefferson, OR	\$800,000

Westech has completed numerous transportation projects in recent years. Several of these are relatively large projects that required an interdisciplinary team of Civil, Traffic, and Structural Engineers as well as right of way specialists and environmental and wetland scientists. We have completed multiple projects that include road realignment or widening in existing urbanized areas. These projects present particular challenges regarding right of way negotiations, property owner relations, grade issues at transitions to existing structures, and environmental issues. Some of Westech's recent major transportation projects are listed in Table 2.

Table 2: Westech's Recent Transportation Projects		
Project	Location	Construction Cost
<u>Kuebler Boulevard Eastbound Widening</u> This project is currently under construction and includes a new eastbound lane on Kuebler Boulevard in Salem from South Commercial Street to the Interstate 5 interchange.	Salem, OR	\$3,200,000
<u>Hawthorn Avenue/Hyacinth Street Corridor Improvements.</u> Road widening including curb and sidewalk installation for approximately 5,000 feet of existing tumpike street. The project included several retaining walls, traffic signals, box culvert with a natural bottom and a three sided bridge	Salem, OR	\$4,800,000
<u>Madrona Avenue Improvements</u> This project is currently under construction and includes widening, curb, and sidewalk installation on approximately 3,500 feet of existing tumpike street and approximately 1,000 feet of a new connector street. The project included the realignment of the East Fork of Pringle Creek which required extensive environmental permitting work.	Salem, OR	\$5,700,000

The projects noted in Table 2 are relatively large projects. In addition to these projects we have also completed numerous smaller projects that are more commonly carried out by municipalities like Falls City. Some example projects include those listed below. In many cases, we provided continuous services from initial planning through construction project closeout.

- 5th Street Improvements, Creswell, OR
- Multiple Street Overlay and Reconstruction Projects, Jefferson, OR
- Multiple Street Overlay and Reconstruction Projects, Junction City, OR

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- Street Overlay and Reconstruction Projects, Streetscape Improvements, Lafayette, OR
- Alder Street Improvements, Mill City, OR
- Ash Creek Bridge and Street Improvements, Monmouth, OR
- Leo Street LID, Birch Street LID, Mt. Angel, OR
- Applegate Street Improvements, Philomath, OR
- Polk County Overlays (180 miles), Polk County, OR
- Sunnyview Ave, Fairview Industrial Dr, Mission Street, Salem, OR
- Aumsville Highway, 12th Street and Sunnyside Road Improvements, Salem, OR
- Downtown Curb Extensions and Streetscape Improvements, Salem, OR

▪ *SAND FILTER TREATMENT PLANTS & WATER DISTRIBUTION SYSTEMS*

Many of our clients utilize sand filter treatment plants to produce drinking water for their residents. Westech originally designed the 1.0 MGD sand filter plant currently serving the City of Philomath. We have also assisted the Cities of Philomath and Jefferson with upgrades to their sand filter treatment plants in recent years. As a result of this experience, we are familiar with sand filtration technology and have the expertise to assist the City with work related to the water treatment plant. In addition to these water treatment projects, we are routinely involved in water distribution system projects. Recent examples are listed in Table 3 below.



Junction City Ground Storage and North Elevated Tank During Construction

▪ *MUNICIPAL GROUND/SURFACE WATER RIGHTS ACQUISITION & MAINTENANCE*

In our role as City Engineer for many small communities in Oregon we are often involved in water rights acquisition and maintenance activities. We have assisted clients with acquisition of new rights water rights, transfers, permit extensions, and the certification process. Water rights permits issued by the Water Resources Department often have conditions that require the permit holder to complete certain tasks prior to various milestone dates. Often these milestone dates are several years after the permits are issued. Due to the long timeframes involved, we have observed that it is common for permit holders to overlook and miss the various deadlines. Missing these deadlines has the potential to jeopardize the water right. As such, we work with our City clients to review all water rights and assist these clients with the work needed to comply with the various conditions of each permit prior to the deadlines. If selected as the City Engineer for Falls City, it may make sense for the City to have us review all of the City's water rights to identify all upcoming work that must be performed in order to maintain each water right. We have performed similar work efforts for many of our clients including Junction City, Philomath, and Dayton.

As population in Oregon continues to grow, water resources continue to become more limited. As such we are often asked to seek creative water supply strategies. We recently assisted the City of Dayton with the water rights work needed for an aquifer storage and recovery (ASR) project. The project consisted of utilizing surplus wet season flows from a City spring source to recharge an existing City well and associated aquifer. The ASR system was designed and permitted through the WRD to store up to 460 million gallons per year of surplus spring water during the winter months for later withdrawal during the dry season.

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Table 3: Westech's Recent Water Distribution System Improvement Projects

Project	Water System Owner	Length (ft)	Size
Water Storage Reservoirs			
Champion Hill Reservoir – AWWA D110 Prestressed Concrete Tank	Salem, OR	NA	2.2 MG
Grice Hill Reservoir – AWWA D110 Prestressed Concrete Tank	Salem, OR	NA	2.2 MG
Mill Creek Reservoir – AWWA D110 Prestressed Concrete Tank	Salem, OR	NA	2.2 MG
Junction City Ground Storage – AWWA Prestressed Concrete Tank	Junction City, OR	NA	2.2 MG
Junction City North Elevated Tank – Elevated Welded Steel Tank	Junction City, OR	NA	0.3 MG
Junction City South Elevated Tank – Elevated Welded Steel Tank	Junction City, OR	NA	0.3 MG
Hebo Water Storage Reservoir – Bolted Steel Tank	Hebo, OR	NA	0.3 MG
Monroe Water Storage Reservoir – Bolted Steel Tank	Monroe, OR	NA	1 MG
Mill City North Water Storage Reservoir – Bolted Steel Tank	Mill City, OR	NA	1 MG
Maxwell Mt. Water Storage Tank – Bolted Steel Tank	Oceanside Water Dist.	NA	0.1 MG
Water Distribution Piping			
Dayton Water System Improvements	City of Dayton, OR	5,250	8, 10, 12
South Industrial Corridor Infrastructure Improvements BP 1	City of Junction City, OR	20,300	24 & 18
Dreas Way Water Mains	City of Junction City, OR	1,850	18
South Industrial Corridor Infrastructure Improvements BP 2	City of Junction City, OR	8,570	16
Junction City Raw Water Transmission Lines	City of Junction City, OR	2,800	24,12,10
18th Avenue Waterline	City of Junction City, OR	3,600	16
Monroe Reservoir and Water Distribution Improvements	City of Monroe, OR	12,250	8, 10
Reclaimed Water Distribution System	City of Philomath, OR	7,600	16, 10, 8
Main Street Waterline Project	City of Philomath, OR	4,000	10,12
Water Treatment Plant CT Improvements	City of Philomath, OR	3,200	12, 24
College Street Urban Renewal District	City of Philomath, OR	5,200	8, 12
Aumsville Highway Waterline	City of Salem, OR	1,100	24
DPSST/Mill Creek Corporate Center	City of Salem, OR	9,400	20 & 24
2011 Downtown Street Surfacing and Water System Imps.	City of Salem, OR	5,000	24 & 12
Fabry Road Waterline	City of Salem, OR	2,240	24
West Salem High School/Grice Hill Reservoir Waterlines	City of Salem, OR	4,250	18
Champion Hill Reservoir Offsite Waterline	City of Salem, OR	4,300	16
Deer Park Waterline	City of Salem, OR	4,300	18
Liberty Street Waterline Replacement Project	City of Salem, OR	3,600	24,12,8
Arney Road Waterline	City of Woodburn, OR	2,100	12
MacLaren Youth Correctional Facility Utilities Upgrade	Oregon Youth Authority	3,200	8, 10, 12

▪ **PUMP STATION & WASTEWATER COLLECTION SYSTEMS**

We have completed numerous wastewater pump station projects including both new stations and rehabilitations. In the last ten years, we have completed more than 20 wastewater pump station projects ranging in size from small duplex stations with capacities less than 0.15 MGD to large regional stations with capacities greater than 4 MGD. It is unlikely that any of our competitors can match our experience with wastewater pump station projects. We have completed several large scale infiltration and inflow reduction projects in the Cities of Brownsville (±20,000 ft), Philomath (±12,000 ft), and Junction City (±11,000 ft). These projects typically involve a combination of open cut reconstruction and trenchless methods such as pipe bursting and cured in place pipe. We have also completed numerous smaller sewer rehabilitation projects in many of our Cities. We are also familiar with STEG and STEP collection systems. Westech designed the STEP/STEG systems for the Cities of Tangent and Brooks. We also served as the Mill City Engineer of Record for many years and currently serve as the Engineer of Record for the

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Neskowin Regional Sanitary Authority. Both of these communities are served by STEP/STEG collection systems. Other examples of our recent wastewater collection system projects are included in Table 4.

Project	Location	Construction Cost
Junction City 14 th & Elm Pump Station (2.6 MGD)	Junction City, OR	\$2,200,000
Junction City 9 th & Ivy Pump Station (1.0 MGD)	Junction City, OR	\$1,065,000
NOSD Main Pump Station (2.5 MGD)	Oceanside, OR	\$2,000,000
NOSD Effluent Pump Station (2.6 MGD)	Oceanside, OR	\$780,000
Grant Street Influent Pump Station (4.1 MGD)	Carlton, OR	\$1,040,000
Jefferson WWTP Influent Pump Station (3.5 MGD)	Jefferson, OR	\$850,000
Aumsville WWTP Influent Pump Station (6.5 MGD)	Aumsville, OR	\$825,000
Brownsville North WWTP Influent Pump Station (1.6 MGD)	Brownsville, OR	\$350,000
Brownsville South WWTP Influent Pump Station (2.9 MGD)	Brownville, OR	\$425,000
Philomath Pump Station A and Trunk Sewer Improvements - A new 4.6 MGD pump station and 3,000 feet of gravity sewer piping.	Philomath, OR	\$1,740,000
Philomath 2008 Sanitary Sewer Rehabilitation Project (pipe bursting) - 7,000 feet of gravity collection system rehabilitation.	Philomath, OR	\$1,100,000
Philomath Applegate Street Improvements – 1,800 feet of gravity collection piping rehabilitation.	Philomath, OR	\$270,000
Dayton Backlot Sewer Replacement – 1,400 feet of gravity collection system rehabilitation and upsizing by pipe bursting.	Dayton, OR	\$300,000
Junction City South Industrial Corridor Improvements – 20,000 feet of new gravity collection system.	Junction City, OR	\$4,760,000

▪ **WASTEWATER TREATMENT AND DISPOSAL**

The City of Falls City owns and operates a recirculating gravel filter to provide treatment of the effluent from the STEP/STEG collection system. Treated effluent is disposed of by a combination of a subsurface drain field and surface water discharge to the Little Lukiamute River. Westech offers expertise for similar facilities. Westech designed the treatment facilities for the communities of Hebo and Westport Oregon. Both of these communities utilize STEP/STEG collection systems. Both of these projects included replacing existing recirculating gravel filter systems with new recirculating textile filter technology. Textile filters are simply a modern equivalent of the sand filter technology. From an operation and design standpoint, the two treatment technologies are very similar. As noted above, Westech also served as the City Engineer for Mill City for many years. Mill City operates a recirculating gravel filter. During our time serving Mill City, we were involved in several projects related to the treatment facilities. In addition to the treatment facilities, Westech also offers expertise in the design and operation soil adsorption fields similar to the system operated by Falls City. Over the years, we have designed several soil adsorption fields largely related to rural residential developments. We are currently assisting the Oregon State Parks Department with the design of a new soil adsorption field for the Beverly Beach State Park. While this system may initially seem much smaller than Fall City's, the park is relatively large and flows during peak usage times are comparable (i.e., more than 30,000 gallons per day).

▪ **WPCF & NPDES PERMIT REGULATIONS & COMPLIANCE**

Westech has worked extensively with multiple clients to obtain WPCF and NPDES original permits and permit modifications. We routinely assist our city clients with NPDES and WPCF permit renewals. Recent examples include the City of Mt. Angel, the City of Philomath, the City of Jefferson, the City of Brownsville, the City of

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Dayton, and the Netarts Oceanside Sanitary District. For many of these clients, we have prepared the design for major treatment plant upgrades (e.g., Philomath, Jefferson, Brownsville, Mt. Angel). In these cases, we have worked with DEQ to revise the permits to remove obsolete requirements that were no longer applicable once the upgrades were completed. As an example, several years ago, the City of Mt. Angel completed a dechlorination project that removed free chlorine in the effluent prior to discharge. The City's existing NPDES permit included discharge rate limitations that were calculated based on chlorine toxicity. Since the effluent no longer included free chlorine these discharge rate limitations were no longer applicable. As such, we are currently working with DEQ to have these discharge limitations removed from the permit.

In addition to NPDES and WPCP permit assistance, we also have assisted several clients with related matter such as mixing zone studies (e.g., Philomath, Brownsville, Mt. Angel) and Mutual Agreement and Order (MAO) negotiations (e.g., Jefferson, Netarts Oceanside Sanitary District, Philomath, Mt. Angel). As a result of this work, we have developed a good working relationship with the permitting staff at DEQ.

▪ *ROAD MAINTENANCE TECHNIQUES & APPLICATIONS*

We commonly assist our clients with the development of road maintenance programs. Our typical approach is to work with City staff to perform a condition survey of all the streets in the City. Each street is assigned a condition rating from good to poor. Improvement alternatives for each street are then developed. For streets in poor condition, complete reconstructions may be recommended. For streets in better condition improvement options include overlays, crack seals, chip seals, etc. Once the desired improvements for each street are identified, each project is prioritized based on need, funds available, and the desires of the community.

▪ *OREGON LAND USE LAW/PLANNING & DEVELOPMENT RELATED INFRASTRUCTURE ISSUES*

As long-time City Engineers for several communities in Oregon, we routinely provide technical assistance regarding private development projects. In general, our typical scope of service includes assisting the City Planner and Public Works in ensuring that the City's best long-term interests are represented with respect to private development projects within the City. Projects might range from a simple partitioning of an existing lot to a large and complex project involving an annexation, zone change(s), subdivisions, planned unit development (PUD), commercial/industrial developments, etc. The work might also include review of a specific high strength wastewater discharge coming from an industrial user.

In addition to private development review assistance, we also provide assistance when our cities have periodically modified and updated their land use and zoning regulations to ensure that the policies and procedures enacted by the City Council are consistently applied. We typically assist the City Staff in reviewing proposed development/zoning code updates to ensure that public utility issues affected by the proposed changes are defined and addressed. We also work to keep the City's Public Works Design Standards up to date. This addresses many of the specifics and details related to design and construction of public streets and utilities, reducing the need to make ongoing updates to the development ordinances. We also typically provide Cities with an analysis of public facility impacts to proposed zone changes, annexations or UGB amendments, whether initiated by the City or by a developer.

We urge the selection committee to discuss our expertise in development review and land use issues with our other city clients. Our long-term and broad experience allows us to provide support and guidance to City staff that is well above the normal level of service provided to small cities, at a reasonable cost. As regulations change over time, lessons learned in our other communities can be directly applied to Falls City without the need or expense of re-inventing the wheel each time.

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▪ **PUBLIC IMPROVEMENT CONTRACTING & ADMINISTRATION**

For all of our clients where we serve as City Engineer, we almost always produce the bidding documents, handle the bidding process, evaluate bids, provide recommendations to award contracts, prepare the contract documents, and administer the contract during construction. We have provided this scope of service for virtually all of the projects listed in this proposal.

Through our experience with our small city clients, we stay current on public procurement rules and update our standard bidding documents on a regular basis as needed to comply with changes to procurement rules. As such, the City of Falls City can be assured that we bring a significant amount of expertise to the table with respect to public contracting issues.



Westech Prepared and Administered a Design-Build Bid Package for a New City Hall Building in Jefferson

▪ **CONTRACT LAW & INTERGOVERNMENTAL AGREEMENTS**

As noted in the previous subsection, we offer significant expertise in public contracting regulations. In addition to this experience, we also offer experience in the negotiation of complex intergovernmental agreements (IGAs). The best example of this is our experience in Junction City. Serving as the City Engineer for Junction City, Westech represented the City in negotiations with the Oregon Department of Corrections regarding costs for infrastructure improvements needed to serve the proposed new state prison and mental hospital south of the City. Westech successfully negotiated eight separate IGA's between the City and the Oregon Department of Corrections totaling approximately \$20 million in compensation to the City.

▪ **PUBLIC UTILITY BILLING OPERATIONS & MAINTENANCE**

We are typically not asked to assist our City clients with matters related to billing software and procedures. If services such as these are desired by Falls City, we would propose to work with the City to select an appropriate subconsultant or vendor who would bring the needed expertise. We are often involved in evaluations of the adequacy of billing rates and SDC rates. We have performed several utility rate and SDC studies for our clients. Recent examples include Sublimity, Mt. Angel, Brownsville, and Jefferson.

▪ **PUBLIC FINANCE & INFRASTRUCTURE FINANCING**

Westech offers an outstanding understanding of the funding programs available to small municipalities. We keep up to date on the changing funding programs and know the key contact people at the agencies. On most major city projects, we assist in the preparation of funding applications, prepare preliminary cost estimates and help secure the project funding. We have completed many projects and have worked with nearly every public infrastructure-funding program in Oregon. Examples of Westech's past work on agency funded projects are listed as follows.

USDA-Rural Development Funded Projects

- Benton County, Corvallis South Third Area Wastewater Improvements.
- City of Brownsville, Wastewater System Improvements.
- City of Halsey, Water System Improvements.
- City of Monroe, Water System Improvement Project.
- Netarts Oceanside Sanitary District, Ocean Outfall Improvements.
- Netarts Oceanside Sanitary District, Wastewater Treatment Plant Improvements.

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OECCD Water/Wastewater Financing Program

- City of Carlton, Wastewater System Improvements.
- City of Jefferson, Wastewater Treatment Plant Improvements.
- City of Mill City, Water System Improvement Project.
- City of Mill City, Wastewater System Improvement Project.

OECCD HUD Community Development Block Grant Program

- City of Brownsville, Wastewater System Improvements
- City of Dayton, Wastewater Facilities Plan.
- City of Mt Angel, Wastewater Treatment Plant Improvements
- City of Tangent, Wastewater Treatment Plant Improvements
- Hebo Joint Water and Sewer Authority, Water System Improvement Project.
- Hebo Joint Water and Sewer Authority, Wastewater Treatment Plant Improvements.
- Brooks Community Sewer District, Wastewater Treatment Plant Improvements

DEQ Clean Water State Revolving Loan Fund

- Clatsop County, Westport Wastewater Treatment Plant Improvements
- Netarts Oceanside Sanitary District, Netarts and Happy Camp Pump Stations
- Netarts Oceanside Sanitary District Ocean Outfall Improvements

WORKLOAD CAPACITY

The fact that Westech is currently serving as City Engineer for several communities in Oregon is an excellent indicator that we would provide ongoing engineering services for the City in an efficient manner. While workloads obviously vary, our long experience as City Engineer has taught us that priority must be given to providing timely service to our City clients. With our experience and reputation, we can afford to be selective with the outside work that we take on in order to maintain adequate staff time to provide services to our core City clients. This approach has worked successfully on many projects over the years similar to those anticipated by the City, and has allowed us to complete projects on schedule and within budget.

FACILITY & STAFF AVAILABILITY

Westech is a 14 member civil engineering firm with seven licensed engineers and four technicians operating out of our office located in Salem. Our office is approximately 25 miles from Falls City. Therefore, we are located closer to the City than many of our competitors. As such, we can offer lower travel costs and generally more responsive service. Our proximity to Falls City will facilitate a convenient and efficient work flow with the City's staff and will allow us to be physically present as project needs arise.

We strive to meet our client's schedules for completing assignments. As noted previously, we typically have one person serve as the primary point of contact for our cities. As a result, that person tends to be in regular contact with city personnel. This regular communication leads to the Engineer of Record having a firm grasp of the needs of their particular city. As such, the Engineer of Record is able to arrange his schedule to accommodate upcoming project needs. We work additional hours and weekends as needed to meet the city's scheduling needs. We regularly attend Council and Planning Commission Meetings as requested and are flexible with scheduling.

At Westech we coordinate vacation schedules to ensure that there is never a time when both the designated City Engineer and the Assistant City Engineer are unavailable to the City. Therefore, with few exceptions, either the City Engineer or the Assistant City Engineer will be available to the City on a daily basis. Westech also requires that our designated City Engineers check with their respective City Clients before taking time off that exceeds one-week to ensure that any urgent City matters are addressed prior to the absence.

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INSURANCE COVERAGE

Westech Engineering Inc. is insured through Wells Fargo Insurance Services USA and Orion Insurance Group, Inc.. Our current insurance coverage meets the City's requirements as identified in the Request for Proposals. Westech maintains the following insurance policies and limits. The City may want to consider comparing these limits to our competitors. We tend to carry higher insurance limits than some of our competitors.

- Commercial General Liability \$1,000,000
- Automobile Liability..... \$1,000,000
- Umbrella Liability..... \$4,000,000
- Workers Compensation..... \$500,000
- Professional Liability (Errors and Omissions)..... \$2,000,000

If selected, we will provide an insurance certificate naming the City of Falls City, its officials, employees, and agents, as additional insured's. Generic insurance certificates are included in Appendix B.

REFERENCES

Listed below are several references for similar communities and service districts where Westech serves as the Engineer of Record. We encourage you to call any or all of them to ask about our capabilities and performance.

CLIENT REFERENCES

City of Jefferson
Jeff Buskirk
Public Works Director
(541) 327-1135

Westech has served as the City Engineer for the Jefferson since the late 1970's. Westech prepared the City's Wastewater Facilities Plan and has performed all engineering work for the implementation of several of the capital improvement projects. Recent projects include a new \$6.0 million sequencing batch reactor, wastewater treatment plant upgrade, and a wastewater lagoon biosolids removal project.

City of Independence
David Clyne,
City Administrator
(503) 838-1212

David Clyne formerly worked for the cities of Brownsville and Junction City where he was the City Administrator for several projects completed by Westech. In Junction City, Westech represented the City in negotiations with the Oregon State Department of Corrections for an IGA for approximately \$20 million in public improvements required for a new State Prison and Mental Hospital in the City. We are currently assisting Independence with an old mill site redevelopment project.

City of Philomath
Kevin Fear
Public Works Director
(541) 929-3579

Westech has served continuously as the City Engineer for Philomath since 1983. Westech prepared the City's Wastewater Facilities Plans in 1985 and again in 2004 and has performed all engineering work for the implementation of several of the capital improvement projects. Recent projects include sewer rehabilitation, a new 4.6 mgd pump station, and a 31 acre wastewater treatment lagoon expansion with the addition of a dry weather land application wastewater disposal system. Other major projects completed for Philomath include a vehicular bridge, water storage reservoir, and numerous water, sewer, and street projects.

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SUBCONSULTANTS

Although Westech Engineering has the in-house expertise to complete virtually all of the projects that will typically be performed by the City of Falls City, there are some projects that include components outside our field of immediate in-house expertise. Over the years, Westech has developed long-term working relationships with other consultants with specialized expertise in certain areas. Utilizing these subconsultants, Westech assembles a highly qualified team, with the individual skills and expertise merged into a coordinated team effort by the designated Westech project manager. For proof of professional liability insurance please refer to Appendix B. Brief introductions of some of the team members are outlined below.

- *SURVEYING SERVICES*

Land and boundary surveying, as well as design topographic surveying and construction surveying for projects designed for the City by Westech will be performed by Wilson Surveying (DBA, Barker Surveying). Barker Surveying has worked closely and efficiently with Westech on hundreds of projects over the past 30 years. Barker Surveying is recognized in the mid-Willamette valley as one of the leaders in quality surveying services.

- *GEOTECHNICAL ENGINEERING SERVICES*

For geotechnical engineering on major infrastructure projects such as reservoirs, pump stations or treatment plants, Westech typically utilizes the services of Foundation Engineering (FEI) under the direction of Jim Maitland P.E. and Bill Nickels, P.E. Foundation Engineering has worked closely with Westech Engineering since 1985 on various projects in Aumsville, Brownsville, Carlton, Dayton, Halsey, Hebo, Jefferson, Junction City, Lafayette, Mill City, Monroe, Mt. Angel, Netarts-Oceanside Sanitary District, Philomath, Salem, Tangent, West Linn and American Samoa.

- *STRUCTURAL ENGINEERING SERVICES*

Where specialized structural engineering is required for City projects, MSC Engineers, under the direction of Cameron Swearingin P.E., will typically provide structural engineering services. Westech has used MSC almost exclusively for more than 25 years MSC has assisted Westech with the design of reservoirs, pump stations and treatment plants in Aumsville, Brownsville, Dundee, Halsey, Hebo, Jefferson, Lafayette, Mill City, Monroe, Mt. Angel, Neskowin, Netarts-Oceanside Sanitary District, Philomath, Salem, Tangent, West Linn and American Samoa, as well as the structural rehabilitation of a number of City-owned buildings in cities where we serve as City Engineer.

- *ELECTRICAL ENGINEERING SERVICES*

Electrical and control engineering for City projects designed by Westech will typically be provided by Landis Consulting under the direction of George Landis. Landis Consulting has extensive experience with water and wastewater projects and is recognized around Oregon as an expert in the design of electrical and control systems. Westech and Landis have worked together on numerous projects, including most of the electrical, control and telemetry designs completed for our city engineering clients in recent years, including Hebo, Jefferson, Junction City, Netarts-Oceanside Sanitary District, Mill City, Philomath, etc. In addition, Landis Consulting has experience in the design of electrical distribution systems, telecommunications facilities and associated improvements.

- *WATER RIGHTS*

For support with water-right projects, Westech has a well established relationship with Steven R. Bruce, RG, CWRE of Skookum Water Associates Inc. Steve has over 35 years of experience as a professional

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hydrogeologist and has been a Certified Water Rights Examiner for 16 years. During that time, he has completed a variety of projects for Oregon municipalities. Steve is registered as a Professional Geologist in Oregon, Washington, Idaho and Wyoming, a Professional Hydrogeologist in Washington, and a Certified Water Right Examiner in Oregon and Idaho.

NONDISCRIMINATION POLICY

Westech Engineering has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy. These policies apply to all areas of employment including recruitment, hiring, training and development, promotion, termination, layoff, compensation and all other conditions and privileges of employment.

CIVIL ENGINEERS LICENSED TO WORK IN OREGON

Please note that all of our engineers work out of our Salem office and are all licensed in the State of Oregon. Registration numbers for each of our engineers are listed below in Table 5.

Table 5: Westech Engineering Professional Engineering Staff		
Engineer	Oregon PE Registration Number	Renewal Date
Steven A. Ward	11843PE	6/30/2016
Christopher J. Brugato	56473PE	12/31/2017
Denny Muchmore	17888PE	12/31/2016
Raymond C. Engel	19176PE	12/31/2017
W. Josh Wells	76415PE	6/30/2016

USE OF LOCAL RESOURCES & COMMUNITY INVOLVEMENT

Westech Engineering, Inc. is a locally owned firm with one office in Salem. Therefore, like Falls City, we are members of the mid-Willamette Valley community. As such the owners and employees of our firm live in the Willamette Valley. Our firm is not based out of the Portland Metropolitan area, or out of state. As such, the vast majority of fees collected by our firm stay local and contribute to the economic well being of the mid-valley. In addition to this indirect community involvement, Westech encourages our employees to support the local business where we are City Engineers. This is especially encouraged for matters that are related to business with the City. Examples of business that we typically support include hardware stores for project supplies, restaurants, and gas stations. We also make it a priority to contribute to local non-profit fundraising efforts in communities where we do business. We also encourage our employees to be actively involved in community service organizations in their home communities.

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APPENDIX A

Resumes of Key Staff

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Steven A. Ward, P.E. Civil/Environmental Engineer

Westech Engineering, Inc.

KEY AREAS OF EXPERIENCE

General Municipal Engineering
Street and Storm Drainage Improvements
Sanitary Sewer Systems and Water Supply
Site Work Planning and Design

EDUCATION

B.S., Civil Engineering, Oregon State University, 1978

REGISTRATIONS

Civil/Environmental Engineer Oregon
Civil Engineer, Washington
Civil Engineer, California
Civil Engineer, Idaho
Civil Engineer, Colorado
Civil Engineer, Wyoming

AFFILIATIONS

American Society of Civil Engineers
American Public Works Association
Homebuilders Association

Steve works on both public and private sector projects with a range of experience in private development projects, planning, city engineering, project development, design, agency coordination, contract administration and construction management. His experience includes municipal, land use, wastewater, water, drainage and street projects.

REPRESENTATIVE PROJECTS

Municipal Engineering Projects

- City Engineer, City of Jefferson
- City Engineer, City of Sublimity
- Madrona Avenue/22nd Street Improvement Project, Salem
- Broadway Street/Liberty Street Intersection Improvements, Salem
- Fisher Road Extension, Salem
- South Industrial Corridor Utility Improvements, Bid Packages 1 – 6 (total contract value \$25 million), Junction City
- Deer Park Pump Station Modification and Water Line, Salem
- Highway 22 Access Management Plan, Mill City
- DPSST/Mill Creek Corporate Center Offsite Water and Sewer Transmission Lines, Salem
- Liberty and Trade Street Waterlines, Salem
- Aumsville Highway Waterline, Salem
- Salem Conference Center Streetscape Improvements, Salem
- 2011 Downtown Resurfacing and Streetscape Project, Salem
- Fairview Industrial Drive, Salem
- Aumsville Highway Improvements, Salem
- Mission Street and Turner Road Improvements, Salem
- 3rd & Hazel Street Rehabilitation, Jefferson
- Brooklake Road and Highway 99E Intersection Improvements, Brooks
- Highway 51 Improvements, Monmouth
- Orchard Heights and Doaks Ferry Road Improvements, Salem, OR

Representative Planning and Site Development Projects

- State Police Headquarters, Salem
- ODOT Deer Park Maintenance Facility, Salem
- Fairview Training Center, Salem
- Corban University Legacy Center, Salem
- Corban University Athletic Fields, Salem
- City of Mt. Angel Infrastructure, Mt. Angel
- Capital Auto Center, Salem
- Riverbend Sand & Gravel, Turner
- Happy Valley Partners, Happy Valley
- May Trucking, Salem
- Fairview Industrial Park Master Planning, Salem
- Sequential Pacific Biodiesel, Salem
- Sustainable Fairview Associates, Salem
- Green Family Mission & 25th Streets, Salem
- ODOC, Irrigation, Salem
- Salem Alliance Church, Salem
- Norpac Expansion, Salem
- FedEx Distribution Facility, Salem
- Home Depot Distribution Facility, Salem
- Edgewater Crossing, Salem
- Mill Creek Corporate Center Master Planning, Salem
- Walling Sand & Gravel, Salem
- Barnes, DMV Devils Lake Redevelopment, Lincoln City

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Christopher J. Brugato, P.E. Civil Engineer

Westech Engineering, Inc.

KEY AREAS OF EXPERIENCE

Water Master Planning
Water Supply and Treatment
Water Storage and Distribution
Wastewater Facilities Planning
Wastewater Collection and Pumping Systems
Wastewater Treatment and Disposal

EDUCATION

M.S., Civil Engineering, University of California, Davis, 1999
B.S., Civil Engineering, Oregon State University, 1997

REGISTRATIONS

Civil Engineer Oregon
Civil Engineer, Washington
Civil Engineer, Nevada

AFFILIATIONS

American Society of Civil Engineers
Pacific Northwest Clean Water Association
National Association of Sewer Service Companies

Christopher Brugato is experienced in the planning, design, project coordination, and construction of a wide range of municipal infrastructure improvements. Mr. Brugato has specific experience with planning, design, and construction of water treatment, storage, and distribution systems as well as wastewater collection, treatment, and disposal facilities. Mr. Brugato also has experience with general facilities construction including office and shop buildings. From the development of planning documents to final commissioning of facilities, Mr. Brugato has experience with all stages of municipal improvement projects. Mr. Brugato also has experience working with several state and federal grant and loan programs such as those administered by Oregon DEQ's Clean Water State Revolving Loan Fund, USDA-Rural Development Loan and Grant Programs, and several programs administered by the Oregon Economic and Community Development Department.

REPRESENTATIVE PROJECTS

Municipal Engineering Projects

- City Engineer, Philomath
- Wastewater Treatment Plant, Westport
- Wastewater Treatment Plant, Hebo
- Trelstad Turner Waterline, Salem
- Grice Hill Reservoir, Salem
- Champion Hill Reservoir, Salem
- West Salem High School Offsite Infrastructure, Salem
- Jefferson Wastewater Treatment Plant, Jefferson
- Jefferson Public Works Building, Jefferson
- Jefferson Shop building, Jefferson
- Philomath Wastewater Treatment Plant, Philomath
- Philomath Pump Station A, Philomath
- Brownsville Wastewater Treatment System Improvements, Brownsville
- Wastewater Facilities Plan, Creswell
- 5th Street Improvements, Creswell
- Cordon Road Pump Station Improvement Planning, Salem
- Downtown Urban Renewal District Utility Improvements, Philomath

Other Projects

- Philomath-Corvallis Water System Intertie, Philomath
- Hebo Water System Improvements Tank, Hebo
- Water Storage Tank and Supply Wells, Mill City
- Maxwell Mountain Reservoir, Oceanside
- Jefferson Water Master Plan, Jefferson
- Laurel St. Water System Imps., Junction City
- Dayton Spring Improvements, Dayton
- Ivy Street (Oregon State Highway 99) Water System Improvements, Junction City
- Wastewater Treatment System Improvements, Brownsville
- Water Master Plan, Jefferson
- Mill Creek Corporate Center Irrigation System Planning, Salem
- Junction City Wastewater Facilities Plan
- Philomath Wastewater Facilities Plan
- Philomath Water Master Plan
- Neskowin Regional Sanitary Authority Wastewater System Master Plan
- Wastewater Treatment Plant and Pump Station Improvements, Neskowin
- Main Street (Oregon State Highway 34) Water System Imps. Philomath
- Wastewater Pump Station Improvements, Valley of the Rouge State Park
- Wastewater Pump Station Improvements, Honeyman State Park

Denny Muchmore, P.E. Civil Engineer

Westech Engineering, Inc.

KEY AREAS OF EXPERIENCE

Water System Planning & Design
Wastewater Collection and Pumping Facilities
Construction Observation/Contract Administration
Municipal Engineering

EDUCATION

B.S., Zoology, Brigham Young University, 1986
M.S., Civil Engineering, Brigham Young University, 1992

REGISTRATIONS

Civil Engineer Oregon
Civil Engineer, Washington

AFFILIATIONS

American Society of Civil Engineers
American Water Works Association

Denny Muchmore has 24 years of experience in many facets of City and municipal engineering projects, including planning, review, design and construction administration of street, sewer, water and storm drainage related infrastructure improvements for both public and privately funded municipal projects. His experience includes design and review of streets, storm drainage improvements, sanitary sewer collection, pumping, treatment and disposal, as well as potable water springs & wells, distribution, pumping and storage facilities. He is knowledgeable of current DEQ and Oregon Drinking Water Authority requirements and regulations.

REPRESENTATIVE PROJECTS

Recent Projects

- Cordon Road Sewer Pump Station & FM Evaluation, Salem (In progress)
- Turner Crawford Crossing Sewer Pump Station & FM, Salem (In design review)
- Main (Footbridge) Sewer Pump Station & Trunk Sewers, Dayton (In progress)
- Main PS Force Main HDD River Crossing (preliminary design in progress)
- Various Sewer Pump Stations & Force Mains, Netarts Oceanside Sanitary District (NOSD)
- WWTP Effluent Pump Station & Effluent Pipeline to Ocean Outfall, NOSD
- Various Sewer Pump Stations & Force Mains, Junction City
- Pump Station & Well Auxiliary Power Improvements, Junction City
- Sewer Pipe Bursting Projects, Junction City, Dayton, NOSD
- Watershed Springs Improvements, Dayton
- Watershed Transmission Waterline & PRV Station, Dayton
- Wellfield Wells Drilling & Development, Methane Strippers, Dayton
- Ferry Street (ODOT) Street, Sidewalk & Storm Improvements, Dayton
- Transmission & Distribution Waterlines, Carlton
- Primary Sewer Force Main & HDD River Crossing, Carlton
- Watershed Well 10 Aquifer Storage & Recovery (ASR) System, Lafayette
- Watershed Springs Improvements, Lafayette
- Various Sewer Pump Stations & Force Mains, Lafayette
- Water Master Plan, 1 MG Reservoir & Distribution System Improvements, WTP Pumping Upgrades; Monroe
- Wastewater Facilities Plan, South Third Area Sanitary Sewer & Pump Station Improvements; Benton County South Third Street Sewer Service District, Corvallis
- Ash Creek Sewer Pump Station & Force Main, Monmouth

Other Projects

- City Engineer review & design work for multiple jurisdictions (Carlton, Creswell, Dayton, Mt Angel, NOSD, Sublimity)
- Development of Public Works Design Standards & standard details for 17 jurisdictions to date.
- Development of utility mapping system (streets, water, sewer, storm, street lighting, easement indexing, etc.) utilized by 14+ jurisdictions to date.
- Development of a digital record drawing archive system currently utilized by all of Westech's municipal clients.

Raymond C. Engel, P.E. Civil Engineer

Westech Engineering, Inc.

KEY AREAS OF EXPERIENCE

Street and Utility Improvements
Sitework Planning and Design
Master Plan Preparation
Construction Management
Contract Administration

EDUCATION

B.S., Civil Engineering, Oregon State University, 1995
M.S. Physics, US Naval Postgraduate School, 1989
B.S., Marine Science, US Coast Guard Academy, 1982

REGISTRATIONS

Civil Engineer Oregon

Ray Engel graduated from Oregon State University and joined Westech Engineering in 1995. Ray has experience in planning, design, project coordination, construction administration, and master plan preparation for a wide variety of site improvement, street, and utility projects for the public and private sector, as well as the design of wastewater and water pump stations. His projects include both undeveloped sites as well as redevelopment and rehabilitation projects and he has coordinated with local and state level jurisdictions, including Oregon DOT, DEQ, DOC, DAS and DHS, to develop plans consistent with Owner needs and jurisdiction requirements.

REPRESENTATIVE PROJECTS

Current Projects

- Tandem Avenue Storm Drainage, Salem
- Oregon Youth Authority MacLaren Housing, Woodburn
- Oregon Youth Authority, Sanitary Sewer Pump Station, Woodburn
- Oregon Youth Authority Rogue Valley
- OSCI Front Entrance Improvements, Salem
- Marion County Jail Bus Stop Improvements, Salem
- Garmin AT, Turner Road Improvements, Salem
- Olsen Fairview Subdivision, Phase II, Salem,
- Mini Storage Lepman, Dallas
- SOLARC, Oregon Youth Authority, Tillamook

Other Projects

- Winco Distribution Center, Woodburn
- Woodburn Company Stores, Woodburn
- OSCI Auto Shop Drains, Salem
- OSP Parking Lot Pavement Rehabilitation, Salem
- OSP Vehicle Wash, Salem
- DPSST Storm Drainage Analysis and Modeling, Salem,
- Orchard Heights Water Booster Pump Station Design, Salem
- Rogue Valley Manor Fire and Domestic Pump Station Upgrade, Medford
- Riverfront Mass Grading, Independence
- 3rd Street Streetscape Improvements, Lafayette
- Arney Road Improvements, Woodburn
- 53rd Avenue LID Roadway Improvements, Albany
- Mill City Water System Upgrade, Mill City
- Mill City Sanitary Sewer Pump Stations, Mill City
- Philomath Public Works Building, Philomath
- Salem Schools AC Paving Repairs, Salem
- Goodwill Stores Site Redevelopment, Tigard
- Applegate Street Bridge, Philomath
- MacLaren Water System Analysis, Master Plan, and System Upgrade Design, Woodburn
- Hillcrest Sewer and Parking Repairs, Salem
- Garmin Expansion, Salem
- Siletz Medical Clinic, Siletz
- Applegate Street Improvements, Philomath
- Highway 221 Pedestrian Improvements, Dayton
- Orchard Heights Road, Salem
- Domestic Water Pump Station, Junction City
- 300,000 Gallon Elevated Water Storage Tank, Junction City
- MacLaren Youth Correctional Facility Water System Upgrade, Woodburn
- Oregon State Correctional Institution Fire System Upgrade

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W. Josh Wells, P.E. Civil Engineer

Westech Engineering, Inc.

KEY AREAS OF EXPERIENCE

Street and Utility Improvements
Site work Planning and Design
Stormwater Design
Master Plan Preparation

Josh graduated from Oregon State University and joined Westech Engineering in 2005. Josh has experience with the planning, design, and construction phases of a variety of municipal and private sector projects. In addition to stormwater, his experience includes the planning, design, coordination and construction management of residential and commercial subdivisions, industrial expansions and commercial and industrial site work projects. He excels at stormwater quality design associated with the aforementioned projects and has had experience with a number of different jurisdictional water quality standards.

EDUCATION

M.S., Civil Engineering, Oregon
State University, 2005
B.S., Hydrologic Science, UC
Santa Barbara 2002

REPRESENTATIVE PROJECTS

Recent Projects

- Kuebler Widening Eastbound, Salem
- Washman Car Wash Relocation, Salem
- Norpac, Henningson Freezer, Salem
- TLC Hair Design, Skyline Road Improvements, Salem
- Skyline Road Corridor Improvements Stormwater Management, Salem
- Hawthorne / Hyacinth Corridor Improvements, Salem
- PacTrust Development, Salem
- Tandem Avenue Storm, Salem
- Madrona Avenue Widening, Salem
- Home Depot Distribution Center, Salem

REGISTRATIONS

Civil Engineer Oregon

Paving, Streets, and Storm Drainage Projects

- North Salem High School AC Paving Repairs, Salem
- South Salem High School AC Paving Repairs, Salem
- Second Street & Patterson Street Widening, Salem
- SE Jefferson Street & Academy Street Rehab, Dallas
- Hopkins Ave Extension, Corvallis
- ODOT Tenant Parking Lot Improvements, Salem
- Home Depot Distribution Center Stormwater, Salem
- Kroc Center Stormwater, Salem
- Federal Express Distribution Center Stormwater, Salem
- Yamasa Phase III, Salem
- Phillips Subdivision Stormwater, Stayton
- Walmart Stores UIC Projects, Bend & Redmond
- Hawthorne & Hyacinth Street Stormwater, Salem
- Waterplace Storm Water Design, Salem

Representative Development or Redevelopment Projects

- Chemeketa Community College Yamhill Campus, McMinnville
- Chemeketa Community College Brooks Campus, Brooks
- Cascadia Industrial Park, Salem

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APPENDIX B

Insurance Certificates

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Commercial Lines - (503) 525-5050
Wells Fargo Insurance Services USA, Inc.
1300 SW 5th Avenue, Suite 500
Portland, OR 97201

INSURED
Westech Engineering, Inc.
3841 Fairview Industrial Drive SE Suite 100
Salem, OR 97302

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hartford Casualty Insurance Company	NAIC # 29424
INSURER B: Hartford Underwriters Insurance Company	30104
INSURER C: SAIF Corporation	36196
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 9701446** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

VSR TR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			52SBAPN4259	10/01/15	10/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			52UECUS7664	10/01/15	10/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBAPN4259	10/01/15	10/01/16	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	953030	05/01/15	05/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Operations of the named Insured in accordance with the policy terms, conditions and exclusions.

"FOR INFORMATION ONLY"

<p>CERTIFICATE HOLDER</p> <p>Westech Engineering, Inc. 3841 Fairview Industrial Drive SE Suite 100 Salem OR 97302</p>	<p style="text-align: center;">CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>James Brada</i> 118</p>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (425) 771-5197 Fax: (425) 673-4427
ORION INSURANCE GROUP, INC.
3405 188TH ST SW
SUITE #302
LYNNWOOD WA 98037

CONTACT NAME: Chris
PHONE (AC No. Exp): (425) 771-5197 FAX (AC No.): (425) 673-4427
E-MAIL ADDRESS: ChrisDay@OrionInsGroup.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Landmark American Ins Co	33138
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
WESTECH ENGINEERING, INC.
3841 FAIRVIEW INDUSTRIAL DRIVE SE, SUITE 100
SALEM OR 97302

COVERAGES

CERTIFICATE NUMBER: 15025

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/OCCUPATIONAL OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STAND-TORY LIMITS <input type="checkbox"/> OTH ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
A	Professional Liability Claims Made			LHR827705	10/01/15	10/01/16	\$2,000,000 Each Claim \$4,000,000 Aggregate \$25,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

FOR INFORMATION ONLY Operations of the named insured in accordance with the policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Westech Engineering, Inc.
3841 Fairview Industrial Drive SE Suite 100
Salem OR 97302

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher R. Day



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (336) 475-9762 Fax: (336) 472-9160
INSURANCE SERVICE CORP. OF AMERICA
P.O. BOX 2399
THOMASVILLE NC 27361

CONTACT NAME: **Insurance Service Corp. of America**
PHONE (A/C No. Ext): **(336) 475-9762** FAX (A/C No.): **(336) 472-9160**
E-MAIL ADDRESS: **Janet@iscofa.com**

INSURED
WILSON SURVEYING, INC.
DBA BARKER SURVEYING
3657 KASHMIR WAY SE
SALEM OR 97319

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Beazley Ins. Co. Inc.	37540
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 16571 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL RSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A <small>(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below</small>						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			V1AC6B160101	02/17/16	02/17/17	\$ 500,000 Each Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Westech Engineering
3841 Fairview Industrial Drive
Salem OR 97302-1192

Attention: Chris Brugato / cbrugato@westech-eng.com

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Candice Tickle 120
Candice H. Tickle



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barker-Uerlings Insurance, Inc. 340 NW 5th St P.O. Box 1378 Corvallis OR 97330		CONTACT NAME: Elizabeth Stevens, CIC PHONE (A/C, No, Ext): (541)757-1321 FAX (A/C, No): (541)757-1328 E-MAIL ADDRESS: liz@barkeruerlings.com															
INSURED FBI TESTING & INSPECTION, INC. 750 NW CORNELL AVENUE CORVALLIS OR 97330		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B: Hartford Underwriters Insurance</td> <td>30104</td> </tr> <tr> <td>INSURER C: SAIF Corporation</td> <td></td> </tr> <tr> <td>INSURER D: Landmark American Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Company	29424	INSURER B: Hartford Underwriters Insurance	30104	INSURER C: SAIF Corporation		INSURER D: Landmark American Insurance Company		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Hartford Casualty Insurance Company	29424																
INSURER B: Hartford Underwriters Insurance	30104																
INSURER C: SAIF Corporation																	
INSURER D: Landmark American Insurance Company																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: CL156300819 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		529BATL6121	6/12/2015	6/12/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		520ECTQ6619	6/12/2015	6/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		529BATL6121	6/12/2015	6/12/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	917119	6/1/2015	6/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made Basis		LHR824044	6/12/2015	6/12/2016	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Westech Engineering, Inc. 3841 Fairview Industrial Drive Suite 100 Salem, OR 97302-1192	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE E Stevens, CIC/LIST <i>Liz Stevens</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Phone: (425) 771-5197 Fax: (425) 673-4427
ORION INSURANCE GROUP, INC.
3405 188TH ST SW
SUITE #302
LYNNWOOD WA 98037

CONTACT NAME: Chris
PHONE (A/C No. Ext): (425) 771-5197 FAX (A/C No.): (425) 673-4427
E-MAIL ADDRESS: ChrisDay@OrionInsGroup.com

INSURED
MSC ENGINEERS, INC.
3470 PIPEBEND PL. NE #120
SALEM OR 97301

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Liberty Insurance	41939
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 17042

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTD	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in OR) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
A	Professional Liability Claims Made			AEE200464-0115	07/06/15	07/06/16	\$2,000,000 Each Claim \$2,000,000 Aggregate \$25,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Westech Engineering
3841 Fairview Industrial Drive SE, Suite 100
Salem, OR 97302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher R. Day



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Michael J Hall & Company Hall & Company 19660 10th Ave NE Poulsbo WA 98370		CONTACT NAME: Michael J. Hall and Company PHONE (A/C No, Ext): 360-598-3700 FAX (A/C No): E-MAIL ADDRESS: certificates@hallandcompany.com	
INSURED Landis Consulting 6446 Fairway Ave SE Suite 220 Salem OR 97306		INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company of 25666 INSURER B: The Travelers Indemnity Company 25658 INSURER C: Travelers Casualty and Surety Co of 31194 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 399339008

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Cross Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			6809328L17A	4/12/2018	4/12/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/PROP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA7B883560	4/30/2018	4/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP8B220565	4/12/2018	4/12/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB3904T88A	4/30/2018	4/30/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab: Claims Made			105423533	4/12/2018	4/12/2018	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Individual/Attn to: Chris Brugato

Project/Job Name: Various Projects

CERTIFICATE HOLDER**CANCELLATION**

Westech Engineering, Inc.
 3841 Fairview Industrial Dr. SE, Ste 100
 Salem OR 97302-1179

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jessica Shapiro

123



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Trustco, Inc. 2063 East 3900 South Salt Lake City UT 84124-1760		CONTACT NAME: Emilie Turpin PHONE (A/C, No, Ext): (801) 278-5341 E-MAIL ADDRESS: emiliet@trustcoinc.com FAX (A/C, No): (801) 278-9051	
INSURED Skookum Water Associates, Inc. PO Box 80174 Portland OR 97280		INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Ins Co NAIC # 44520 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2016-2017 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK-111415	2/1/2016	2/1/2017	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Contractors Pollution \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - CA EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability Errors & Omissions			EPK-111415	2/1/2016	2/1/2017	Ded \$5,000 Each Pollution \$1,000,000 Ded \$5,000 Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The above referenced General Liability policy includes the following endorsements:
EN0111-0211 - Additional Insured - Owners, Lessees or Contractors
EN0118-0211 - Primary and Non-Contributory Additional Insured w/ Waiver of Subrogation

CERTIFICATE HOLDER Westech Engineering, Inc. Consulting Engineers & Planners 3841 Fairview Industrial Drive SE, Suite 100 Salem, OR 97302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Josh Wittwer, CIC/EMT  124
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Westech Engineering, Inc.
Consulting Engineers & Planners

3841 Fairview Industrial Drive SE, Suite 100
Salem, OR 97302
(503) 585-2474

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WESTECH ENGINEERING, INC.
HOURLY BILLING RATES
EFFECTIVE 8/1/2016

Engineer X	\$148.00/hr.
Engineer IX	\$140.00/hr.
Engineer VIII	\$132.00/hr.
Engineer VII	\$124.00/hr.
Engineer VI	\$116.00/hr.
Engineer V	\$108.00/hr.
Engineer IV	\$100.00/hr.
Engineer III	\$94.00/hr.
Engineer II	\$88.00/hr.
Designer III	\$90.00/hr.
Designer II	\$82.00/hr.
Designer I	\$76.00/hr.
Inspector	\$82.00/hr.
Secretary	\$64.00/hr.

Reimbursable Expenses:

Outside Services Cost Plus 10%
Mileage \$0.60 per mile
Blueprints \$2.50/sheet
Mylars \$10.00/sheet
Photocopies \$0.15/page

AGENDA REPORT

TO: COUNCIL
FROM: MAYOR UNGRICHT
SUBJECT: WASTEWATER INCOME SURVEY
DATE: 08/24/2016

SUMMARY

In order to qualify for Community Development Block Grant (CDBG) funding we had to perform a survey of all of the customers on the wastewater system.

BACKGROUND

The City of Falls City Council approved an agreement with PSU to perform an income survey of our wastewater customers. The exhibit is the results of that survey.

In order to qualify for CDBG funding we needed to have over 51% of our customers qualify as low to moderate income. The census had Falls City at 48.1%; the survey shows us at 55.15%. IFA has officially accepted the results of the survey.

I was mistaken on when the funding round for this year closed, I reported that it opened on October 1st; it closes the last day of September. Staff is making every effort to complete the grant in time to submit for this years' funding.

PREVIOUS COUNCIL ACTION

Approved Wastewater Facility Plan and agreement for income survey.

ALTERNATIVES/FINANCIAL IMPLICATIONS

will have cost of contracting a cross connection specialist or for week training.

STAFF RECOMMENDATION

N/A

EXHIBIT

- 1) Copy of Survey.
- 2) Copy of IFA acceptance letter

PROPOSED MOTION

N/A

Falls City Oregon Income Survey

2016 Report



Survey Research Lab



Exhibit 1

Report prepared for
Falls City Oregon

Submitted
August 22nd, 2016

By

Cameron Mulder
Researcher
503-725-9525
mulder@pdx.edu (email)

Survey Research Lab
Portland State University
P.O. Box 751
Portland, OR 97207-0751

1600 SW 4th Avenue, Suite 400
Portland, OR 97201
503-725-9530 (voice)

Executive Summary

Falls City, Oregon worked with the Portland State University (PSU) Survey Research Lab (SRL) to conduct a community income survey of residents of the district to determine eligibility for Department of Housing and Urban Development (HUD) grants to fund community improvement projects. From June 24 to August 16, 2016, the SRL conducted surveys with 134 families living in the district, resulting in a response rate of 85.35%. Surveys were conducted via mail, phone, or door-to-door with volunteers trained by the SRL. Survey results indicated that 83 families, representing 241 residents of the district, are considered low or moderate income (LMI) according to the census criteria outlined by HUD. Survey results reveal that 55.15% of residents in the service area are considered LMI, a figure that exceeds the 51% threshold required to apply for Community Development Block Grants (CDBGs) to fund infrastructure improvements.

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Methodology

Approximately 437 residents live in the 157 occupied residential properties served by the Falls City wastewater system (Map available in Attachment A). Due to the relatively small population, a census was conducted to determine household income statistics; a random sample was not used. At least 126 completed surveys were needed to ensure the required 80% response rate, as determined by HUD guidelines.

Before data collection was started, the city mailed a letter to all of the wastewater system users (Attachment B). The letter was sent one week prior to the survey mailing. The same content was posted as a notice at the post office, grocery store, and the Boondocks Bar and Grill. The City provided a copy to the four churches in the area for either posting or announcing during services. Finally, a very brief announcement was posted on the high school reader board before the survey is mailed:

Watch for a survey in your mailbox that will help us apply for funding to improve the City's sewer system.

The data collection approach used for this income survey was conducted in three phases. The initial phase began on June 24 with a cover letter (Attachment C) and paper survey (Attachment D) being mailed to each household. The letter informs the household of the survey and gives them the opportunity to complete it and return it to PSU in a postage-paid envelope addressed to the SRL. The SRL imprinted the name and address of the recipient only on the outside envelope of the mailing and on the cover letter, which is entirely separate from the survey. Each survey was coded with a unique PIN that protected the confidentiality of the respondent's data. The SRL is the only one to possess a master list of unique identifiers matched to customer names and addresses, and this was used for tracking purposes only. As surveys were received, they were tracked based on the unique identifier to know which households responded to the survey. Individual responses were never directly linked to personal information to ensure that confidentiality was maintained throughout data analysis. Survey responses were also reviewed for completeness and, if any data was unclear or could not be used, the household was contacted by phone.

The second phase of data collection began on July 12 with telephone calls made to households that did not respond to the initial mail survey, providing them with the opportunity to complete the survey by phone. Up to four attempts were made with each non-responding household: once in the morning, once in the afternoon, once in the evening, and once during the weekend. The telephone surveys were conducted by interviewers from the SRL trained in standardized data collection techniques to ensure

the unbiased collection of income surveys. All SRL staff participating in the collection of data for this project signed the Survey Certification Form (Attachment E) and filled out a Conflict of Interest Form (Attachment F). Interviewers used a script (Attachment G) to inform prospective respondents of the survey purpose, answered any questions respondents might have, and will proceed through the three survey items with willing respondents. If the household was being contacted because their mailed survey had unclear or incomplete information, the interviewer reviewed the paper survey with the household member to complete or correct any unclear information.

For the third and final phase of data collection, Falls City recruited five community volunteers who were trained in standardized data collection techniques by SRL staff. Training included clear information about unbiased data collection techniques, objective interactions with prospective respondents, collecting methodologically valid data, and neutral providing of clarification. Data collectors were told there could be no direct or indirect encouragement that might influence respondents to indicate lower incomes. All volunteers collecting surveys signed the Survey Certification Form (Attachment E) and Conflict of Interest Form (Attachment F). Data collection began immediately following survey training, during which time contact attempts were made with all nonresponding households in the service area.

Each household was approached by an interviewer who provided the household member with a paper survey (Attachment D) on a clipboard. The prospective respondent was informed of the purpose of the survey using the Door-to-Door Survey Script (Attachment H). The interviewer answered any questions the respondent may have had and provided the respondent with a privacy envelope in which s/he could seal their completed survey. This envelope was used to ensure that the survey was protected from view until the SRL received it for data entry. In instances where more than one family lived in a household, interviewers used extra questionnaires for each additional family. The same ID number assigned to that address was used with the addition of “-2” appended to the end of the ID.

If no one was available in a household, that household was contacted again later that week, in person, by the same door-to-door method. SRL staff was in Falls City to help with the first day of data collection. Falls City volunteers continued to oversee data collection from nonresponding households with consultation from SRL staff. Additional attempts were continued to ensure that each household received a maximum of three attempts. Any surveys gathered after SRL staff had left Falls City were mailed to the SRL via USPS certified mail.

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After all of the completed surveys had been gathered, the SRL entered the data into SPSS (Statistical Package for the Social Sciences) to prepare it for analysis. The percentage of low/moderate income persons was determined using the calculations outlined in the worksheet included in the HUD Notice CPD-14-013¹. The SRL provided the City of Fall City with a final report of the methodology and findings. The SRL also gave the City a cleaned, de-identified (i.e., stripped of all unique identifiers) raw data file in Excel for their records.

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¹ US Department of Housing and Urban Development Office Community Planning and Development (2014). Notice CPD-14-013, p. 23.

Results

Waste During data collection, SRL determined that 157 occupied residences are connected to the Falls City water system and 134 families in those residences completed surveys, an 85.35% response rate. Since *Waste* the water system service area is only a portion of the overall city, exact population estimates are unavailable; therefore, the population had to be estimated based on the survey findings. The total number of people in households that completed the survey was 373, with an average family size of 2.78. To estimate how many people lived in the additional 23 households that did not participate in the survey, the SRL used the standard procedure of mean substitution. Using this procedure, the average family size of the responding households is applied to those households that did not complete a survey. This method results in an estimated 64 people who did not participate in the survey, for a total population of 437.

Of the 134 that completed the survey, 83 families reported size and income characteristics that would place them in the low or moderate income (LMI) range according to the 2015 HUD guidelines. These families represent 241 of the 437 residents of the service area. An additional 51 families completed surveys and were found to exceed LMI. These families represented 132 of the 437 residents of the service area. The census was able to complete surveys that represented 373 people out of the 437 people estimated to live in the service area.

LMI Calculations Based on a Census Approach

Falls City performed a census to determine the LMI population of the proposed service area. HUD guidelines for calculating the percentage of the population that is LMI (as outlined in CPD-14-013, page 6, scenario number 3) involves taking the number of people who are found to be LMI from survey results and dividing that by the total population of the service area. 241 of the service area's estimated 437 residents were found to be LMI. Thus, 55.15% of the service area residencies are considered LMI, a figure that exceeds the 51% threshold necessary to apply for CDBGs.

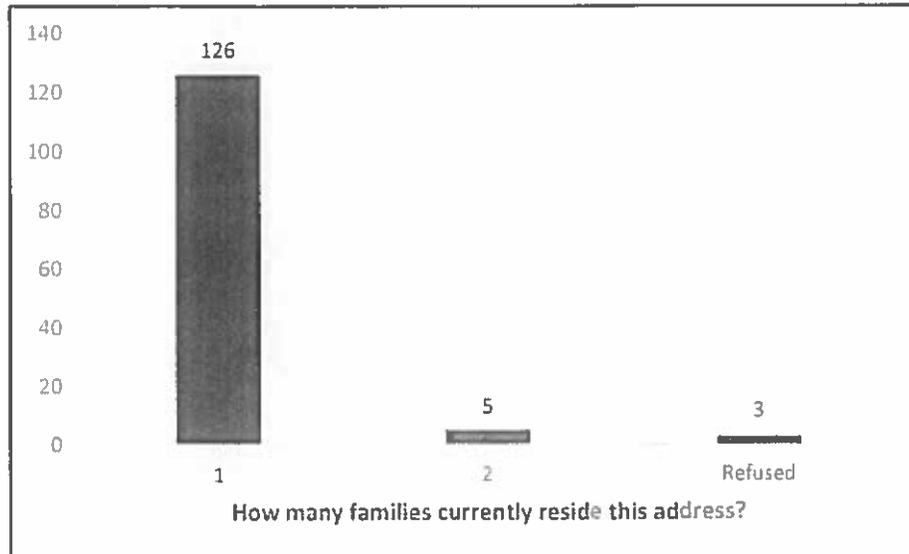
134

Table 1. Low-and-Moderate Income Based on a Census Approach

1. Estimated total number of families in the service area	157
2. Total number of families interviewed	134
3. Total number of persons in the families interviewed	373
3a. Total population of proposed service area	437
Total number of persons in the families interviewed who are low-and-moderate income persons	241
5. Divide Line 4 by Line 3a	.5515
<hr/>	
6. Multiply Line 5 by 100. Percentage of LMI persons in the service area	55.15%

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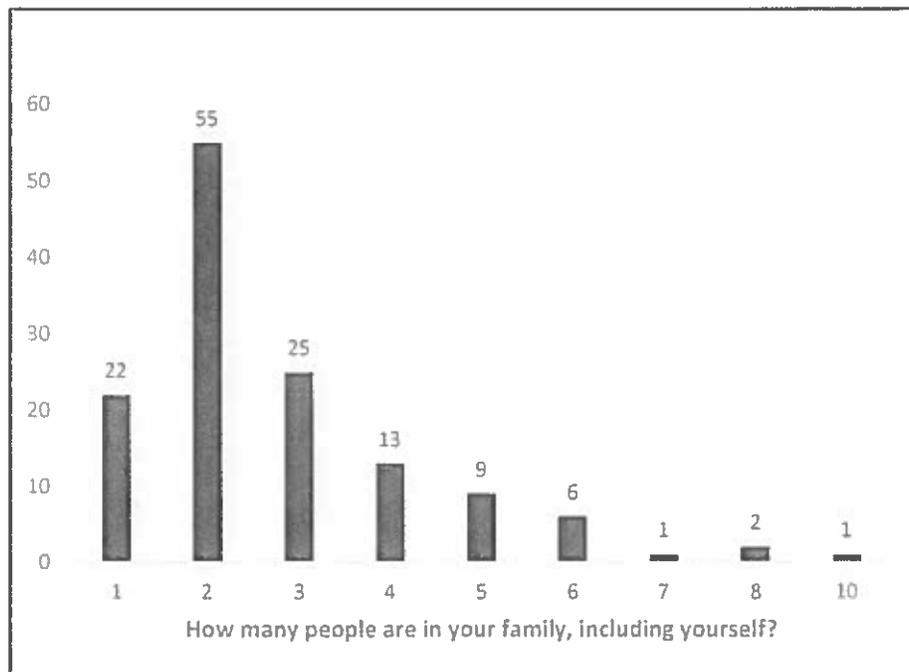
Question 1: How many families currently reside this address?



The vast majority of respondents, 94% (n=126), reported only a single family living in their household. Another 3.7% (n=5) reported two families or more living in the household. Three respondents left this question blank, which was coded as a refusal.

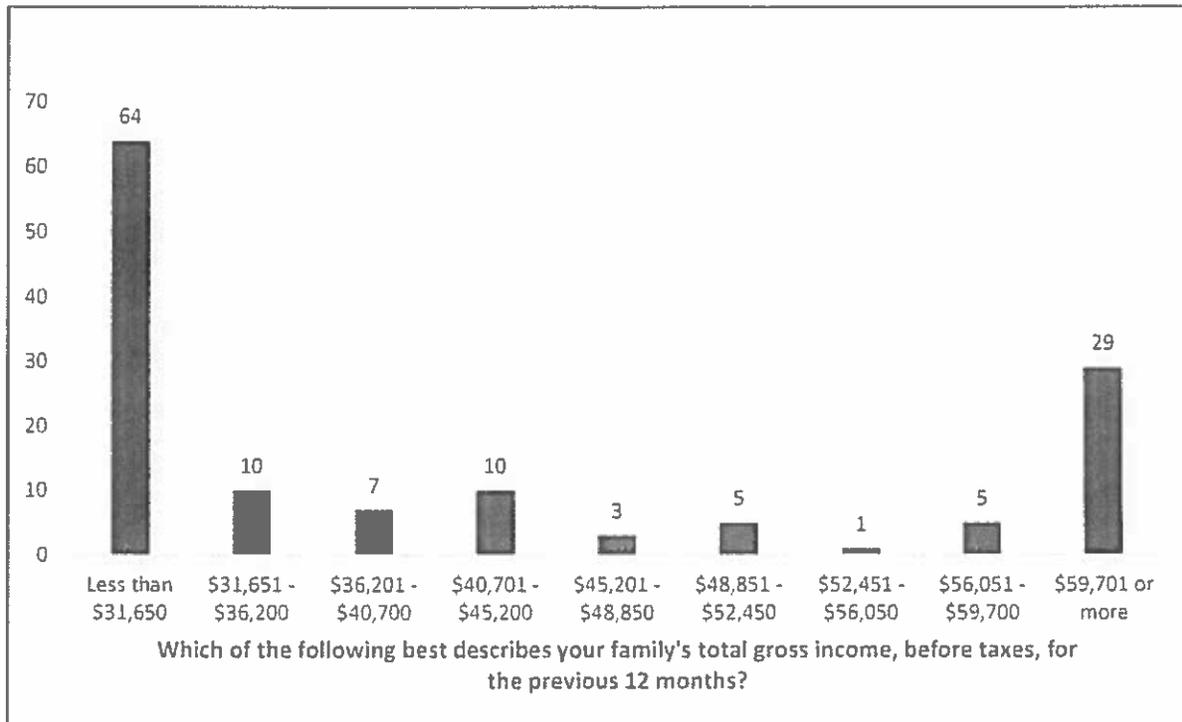
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Question 2: How many people are in your family, including yourself?



57.5% (n=77) of respondents reported a family size of two or less. Families with three or more members represented 42.5% (n=57) of survey respondents.

Question 3: Which of the following *best* describes your family's total gross income, before taxes, for the previous 12 months?



47.8% (n=64) of respondents reported earning less than \$31,640 in the previous 12 months, making this income category the single most commonly selected response for this question. 21.6% (n=29) of respondents indicated that they earned \$59,701 or more in the last 12 months, making it the second most commonly selected single income category. The seven income categories in between these two poles, which range from \$31,651 to \$59,700 annually, were selected by a total of 30.6% (n=41) of respondents combined.

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Attachments

Attachment A: Map of the Falls City Wastewater Service System

Attachment B: Introductory Letter to Sewer Customers

Attachment C: Survey Cover Letter

Attachment D: Falls City Demographic Survey Instrument

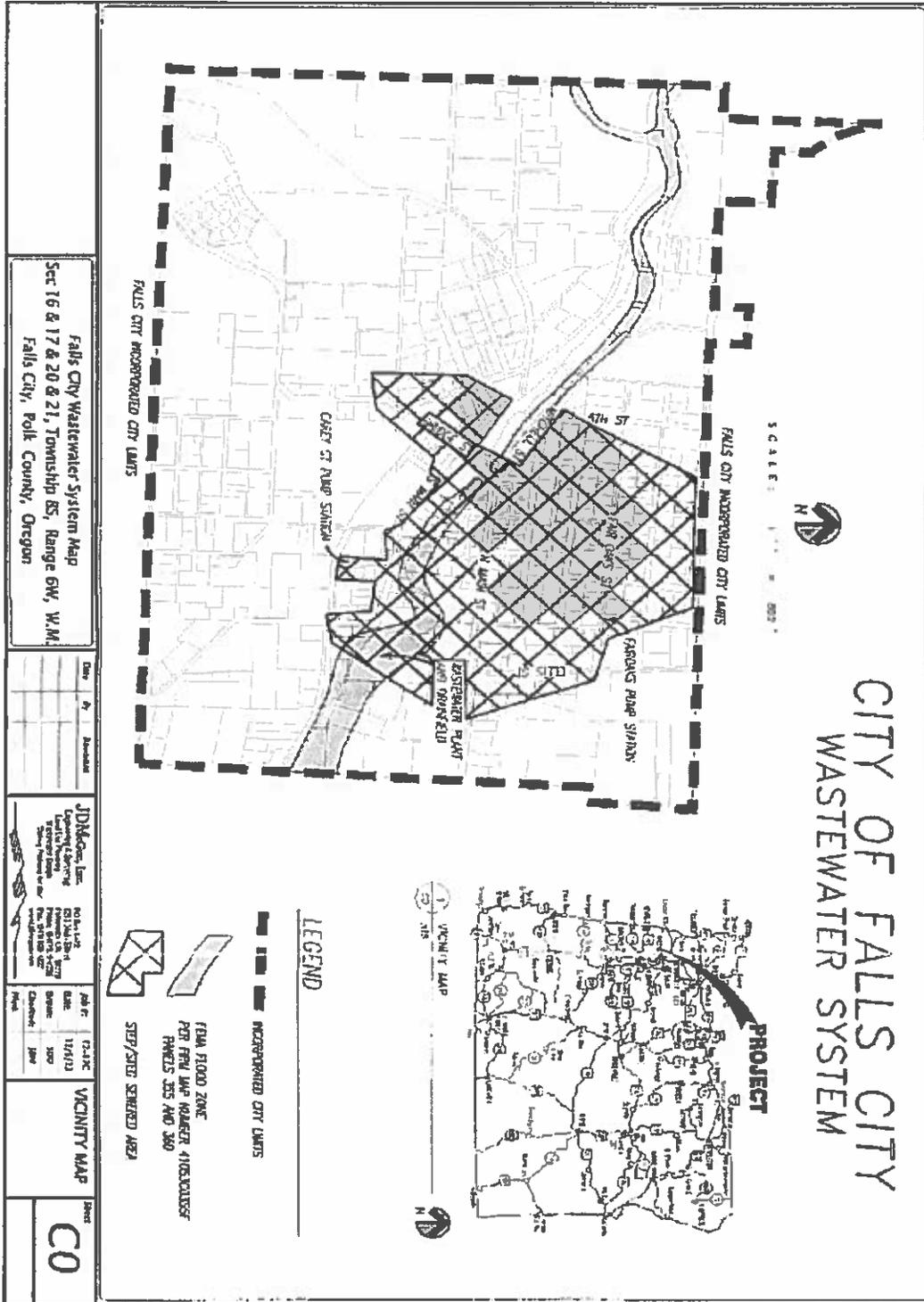
Attachment E: Survey Certification Form

Attachment F: Conflict of Interest Form

Attachment G: Phone Survey Script

Attachment H: Door-to-Door Survey Script

Attachment A: Map of the Falls City Wastewater System Boundaries



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**Attachment B:
Introductory Letter to Sewer Customers**

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City of Falls City
299 Mill Street
Falls City, OR 97344
Ph. 503.787.3631

**OFFICE OF THE MAYOR
AND CITY MANAGER
TERRY UNGRICHT**

June ?, 2016

Dear Falls City Wastewater/Sewer Customer,

Starting June ?, 2016 you will be receiving a survey in the mail from Portland State University (PSU) and we encourage you to fill out the survey and return in the stamped return envelope. The survey is necessary because the City hopes to apply for federal funding. Part of determining the City's eligibility to apply for that funding, we have to provide the State with a current estimate of the incomes of residents of the community. The survey will be conducted in a manner that is totally confidential, similar to a voter ballot. The accuracy of the survey is very important and the City is asking for your help in obtaining this information. The survey will be simple and will only ask a very small amount of questions and the answers will be confidential. Your cooperation is very important and the City is asking for your help. If you have any questions please contact City Hall at 503-787-3631.

The most cost effective way for the City is for everyone to fill out and return the survey. If we do not receive the required 80% of surveys in two weeks, PSU will contact non-responding households by phone. If we are still short of the 80% response rate, volunteers will be going to the houses that have not responded to help with filling out the surveys.

Please bear in mind that there are no tax dollars or a tax increase associated with financing of the sewer improvements. The entire cost of construction will be financed by grants and loans (paid by utility fees). If we have prompt responses on this survey we will be able to apply for a higher percentage of grant dollars, which will help keep rates as low as possible.

Thank you,

Terry Ungricht

THIS ORGANIZATION IS AN EQUAL OPPURTUNITY PROVIDER

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**Attachment C:
Survey Cover Letter**

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August 22, 2016

«Name»
«ServiceAddress»

Survey Research Lab
1600 SW 4th Ave
Suite 400
Portland, OR 97201

Debi Elliott, Ph.D.
Director
Survey Research Lab

Phone 503-725-5198
Toll-free 800-530-5875
Email srlweb@pdx.edu

City of Falls City
299 Mill St.
Falls City, OR 97344

Terry Ungricht
Mayor

Phone 503-787-3631
Email mayorungricht@fallscityoregon.gov

Dear «Name»,

The City of Falls City is hoping to apply for Community Development Block Grant funding to **finance improvements to the wastewater system** that serves your home. As part of the application, the City must provide certain demographic information about its customers to the State of Oregon in summary form. The City has asked us, Portland State University's Survey Research Lab, to collect that information on their behalf. I am writing you to ask you to **participate in the very brief survey**.

The survey should be completed by you or someone else who is familiar with the size of your family and your family's annual income for the last 12 months. **The survey will take just 2 minutes, and is completely voluntary and confidential.** Your responses will not be connected with your name or address. Please fill out the survey and return it to us in the postage-paid envelope provided.

The City is hopeful that applying for this grant will give your community the funds it needs to improve the wastewater system. **If the project is funded, there will be no tax dollars or tax increase associated with financing the improvements.** Your time and participation in this survey are greatly appreciated!

Sincerely,

Debi Elliott, Ph.D.
Director, PSU Survey Research Lab

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**Attachment D:
Falls City Demographic Survey Instrument**

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Falls City Community Demographic Survey

The City of Falls City may be applying for federal funds to assist with improving the wastewater system that serves your home. As part of the application for these funds, the City must provide certain demographic information to the State of Oregon. In order to satisfy this requirement, we would like you to take a moment of your time to answer a few simple questions about your household.

The information that you provide will be kept strictly confidential, and your responses will not be connected with your name or address. If the project is authorized, there will be no tax dollars or tax increase associated with the financing of the wastewater system improvements.

1. How many families currently reside at this address? _____ families
*(A family is defined as all persons living in the same household who are related by birth, marriage or adoption, including related dependent persons over 65 or working dependent children over 18.)
If there is more than one family at this address, each family should complete a separate survey.*

2. How many people are in your family, including yourself? _____ people
(If you are single with no dependents, please put 1.)

3. Which of the following best describes your family's total Gross Income, before taxes, for the previous 12 months?
(Gross Family Income is defined as income before taxes for all members of one family in the previous twelve months. Income can be derived from salaries, investments, self-employment, farming and other sources. This also includes unemployment and disability compensation, worker's compensation and severance pay, and welfare assistance payments.)

[Please Select ONLY One]

- Less than \$31,650
- \$31,651 - \$36,200
- \$36,201 - \$40,700
- \$40,701 - \$45,200
- \$45,201 - \$48,850
- \$48,851 - \$52,450
- \$52,451 - \$56,050
- \$56,051 - \$59,700
- \$59,701 or more

Thank You!

Please fold this survey and put it into the envelope provided by the survey volunteer

If you have any questions about the survey, please contact Cameron Mulder at Portland State University Survey Research Lab, at 503-725-9525 or mulder@pdx.edu.

If you would like to learn more about the wastewater system improvement project for the City of Falls City, please contact Terry Ungricht, Mayor at 503-787-3631.

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**Attachment E:
Survey Certification Form**

INCOME SURVEY CERTIFICATION

I hereby certify that, to the best of my knowledge, all information found in all income survey forms pertaining thereto, are correct and has been gathered in an appropriate and ethical manner. I also understand that the intentional falsification of any survey information may result in the disqualification of the applicant's immediate eligibility and possible future eligibility of Infrastructure Finance Authority financing programs as determined appropriate by the Infrastructure Finance Authority, a Division of Business Oregon.

I hereby acknowledge that I have read and understand the above paragraph:

Surveyor 1: _____ Signature: _____ (Please Print)
(Date)
Surveyor 2: _____ Signature: _____ (Please Print)
(Date)
Surveyor 3: _____ Signature: _____ (Please Print)
(Date)
Surveyor 4: _____ Signature: _____ (Please Print)
(Date)
Surveyor 5: _____ Signature: _____ (Please Print)
(Date)

Note: If there are more than five (5) surveyors, this form should be copied, and the remaining surveyors should sign accordingly.

Community Official: _____ Signature: _____
(Please Print) (Date)

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**Attachment F:
Conflict of Interest Form**

**Data Collection Conflict of Interest Discloser Form
City of Falls City**

_____ I have no conflict of interest to report

_____ I have the following conflict of interest to report (please specify):

By signing this form, I understand the implications of this policy.

Signature

Printed Name

Date

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**Attachment G:
Falls City Phone Survey Script**

Hello, my name is _____, and I am calling from Portland State University on behalf of the City of Falls City. We are conducting a very brief survey for the City that will assist with applying for government funds to help with wastewater system improvements. Part of the application process requires demographic information about the residents served by the wastewater system. Will you take a couple of minutes to answer three questions?

[If Yes]

Great! The information that you provide will be kept strictly confidential, and your responses will not be connected with your name or address. If the project is authorized, there will be no tax dollars or tax increase associated with the financing of the construction project. Do you have any questions?

[Proceed reading through the survey items.]

That is it! Thank you for your time and help with this survey.

[If No]

This survey is very important for the community and will help determine if the City qualifies for funding to help improve the wastewater system. Could you take just a moment to complete the survey? If you do not want to answer any of the three questions, you can skip them.

[If still No]

Thank you for your time.

**Attachment H:
Falls City Door-to-Door Survey Script**

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Falls City Door-to-Door Survey Script

Hello, my name is _____ and I am helping the City conduct a survey that will assist with applying for government funds to improve the wastewater system. Part of the application process requires demographic information about the residents of Falls City served by that system. Will you take a few minutes to fill out the survey?

[If Yes]

Great! Here are a survey and a privacy envelope to put the survey in when you are finished filling it out. Just to let you know, the survey defines a few things in very specific ways. Those definitions are included with the relevant items on the survey. If you have any questions, let me know, and I will do my best to answer them.

[If No]

This survey is very important for the city and will help determine if we qualify for funding to help improve the wastewater system. If the project is authorized, there will be no tax dollars or tax increase associated with the financing of the construction project. Could you take a moment to look at the questions and see if you feel comfortable answering them?

[If still No]

Thank you for your time.

Definitions

Family: All persons living in the same household who are related by birth, marriage or adoption, including related dependent persons over 65 or working dependent children over 18.

Household: All persons who occupy a housing unit, regardless of their relationship to each other.

Gross Family Income: Income before taxes for all members of one family in the previous twelve months. Income can be derived from salaries, investments, self-employment, farming and other sources. Gross income before taxes, when applied to farm income, means the figure that results when the farm expenses are subtracted from farm sales. Gross income also includes unemployment and disability compensation, worker's compensation and severance pay, and welfare assistance payments.

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August 29, 2016

Mr. Terry Ungricht
Mayor / Manager
Falls City
299 Mill Street
Falls City OR 97344-9800

Re: The Falls City Wastewater System, Income Survey Review

Dear Mayor Ungricht,

The Business Oregon Infrastructure Finance Authority (IFA) has reviewed the income survey report provided by the Survey Research Lab of Portland State University on behalf of Falls City for the service area of the Wastewater System. Based upon this information, we find the survey acceptable for documenting that 55.15% of the District's residents are of low to moderate incomes.

The approved income survey results, for the **wastewater system service area**, will be valid for five (5) years from the date of this approval i.e. August 29, 2021. Within this time frame, if another project is proposed, it may be possible to use some or all of the income survey data collected, depending on the service area of the new project. At that juncture, please contact IFA for assistance.

If you have any questions about this letter or the Oregon Community Development Block Grant (CDBG) program, please do not hesitate to contact your IFA regional coordinator, Michelle Bilberry, at 503-986-0142.

Sincerely,

Janna Graham
Finance Officer
Infrastructure Division

cc. Michelle Bilberry, IFA, RC
Becky Baxter, IFA, CDBG PPC

Exhibit 2

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AGENDA REPORT

TO: COUNCIL
FROM: MAYOR UNGRICHT
SUBJECT: OREGON HEALTH AUTHORITY (OHA) WATER SYSTEM SURVEY
DATE: 08/24/2016

SUMMARY

Every three to five years Oregon State regulations require OHA to perform a Water System Survey (Inspection).

BACKGROUND

The City of Falls City performed the Water system survey required by State regulation. There was no exception to the quality of water, but we did receive 3 significant deficiencies. Under the law a water operator without any significant deficiencies is required to have the survey done every five years, with the deficiencies we are required to perform the survey every three years.

We had the following deficiencies;

- 1) Not using the correct formula for the CT tables. We were rounding up the raw numbers instead of the EPA CT numbers. No hazard to our customers and we are now recording the actual numbers and only rounding up on the CT table. This is already been completed.
- 2) No Cross Connection Specialist, this was a violation last time. I will reach out for a specialist that would like to contract out to the City, if unable to secure a contractor will look at training a staff member for this.
- 3) Master Plan, we will have this completed and approved by OHA and Council by November.

PREVIOUS COUNCIL ACTION

N/A

ALTERNATIVES/FINANCIAL IMPLICATIONS

will have cost of contracting a cross connection specialist or for week training.

STAFF RECOMMENDATION

N/A

EXHIBIT

Copy of Survey.

PROPOSED MOTION

N/A



PUBLIC HEALTH DIVISION
Center for Health Protection, Drinking Water Services

Kate Brown, Governor

Oregon
Health
Authority

800 NE Oregon Street, Suite #640
Portland, OR 97232-2162
(971) 673-0405
(971) 673-0694 – FAX
<http://healthoregon.org/dwp>

August 10, 2016

Don Poe
City of Falls City
299 Mill St
Falls City, OR 97344

Dear Don:

Thank you for your time and assistance in conducting a **Water System Survey at City of Falls City PWS# 4100297 on August 3, 2016**. The main purpose of the survey is to evaluate the entire water system in terms of supplying safe drinking water to the public. I have enclosed a copy of the report for your records. Please let me know if any corrections need to be made.

The first page of the report lists significant deficiencies and rule violations in the system that will have to be corrected as soon as possible. **You must submit a written corrective action plan describing how and when the deficiencies/violations will be corrected by September 28, 2016**. Once the deficiencies and rule violations are corrected, you will need to send written verification that they have been corrected and the dates of correction.

The significant deficiencies and rule violations noted are as follows:

1. **Not using EPA CT tables correctly to determine required CT, specifically, using wrong log inactivation column on occasion and rounding numbers prior to recording on the form.** Need to record true numbers on the monthly form, then round when using the EPA CT tables (round down for temp, up for pH and chlorine residual). Need to always use the 1-log inactivation column. See attached for new CT tables.
2. **No Cross Connection Control Specialist.** Under OAR 333-061-0070(9)(d), because the City of Falls City has at least 300 connections, the City is required to have at least one person certified as a Cross Connection Control Specialist. This requirement could be met through a contract with a certified Cross Connection Control Specialist. Additional information on cross connection is available on our website at <http://public.health.oregon.gov/HealthyEnvironments/DrinkingWater/CrossConnection/Pages/index.aspx>
3. **Water system master plan is not current.** The City's 1993 master plan had a 20-year planning period which expired in 2013.

In addition, I have the following comments and recommendations:

1. System is currently reporting the flow leaving the clearwell on the monthly surface

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water reports. Since the 2008 tracer study was done on the contact chamber only (not the clearwell), system needs to instead report the highest daily peak hourly plant flow through the contact chamber on the monthly surface water reports. Note: Highest daily peak hourly plant flow must not exceed 10% of the flow during the 2008 tracer study (must not exceed 253 gpm) or else the tracer study will need to be redone.

2. I have the following general comments/recommendations about lead and copper monitoring:
 - Revisit the original materials evaluation used to identify your lead and copper monitoring locations and update it if needed. Ensure sample sites meet the tier criteria (see attached).
 - Revisit sampling instructions for homeowners and ensure that it meets EPA guidance.
 - Remember to always send the lead results and information of lead directly to the households that were tested. Send DWS an example copy of the letter you send to households when sending them their lead results, as well as certification that all households were sent their lead results and the date that occurred. Letter templates and the certification form can be found on our website.
3. IOC (inorganics) monitoring is on a 9-year schedule and it has been more than 9 years since the last tests for these contaminants so monitoring should be done as soon as possible. Note: last test received was from 2002.
4. Nitrate, Gross Alpha, and Radium 226/228 testing from the entry point is due before the end of 2016.
5. Uranium testing has been reduced to every 9 years based on the last results from 8/15/13. Next test due 2022.
6. As a reminder, LT2 round 2 source water monitoring begins for your system in 2017. You must begin monitoring your raw source water for E. coli every two weeks for a year starting in October 2017. The due date to submit your monitoring plan is 7/1/17 (Note: you will get a reminder letter about this around spring 2017).
7. A summary of your chemical monitoring requirements can be found on page 12 (also see attached) and also on our Data Online website here:
https://yourwater.oregon.gov/schedule_status.php?pwsno=00297 .
Coliform sampling schedules can be found here:
<https://yourwater.oregon.gov/schedulescoliform.php?pwsno=00297> .
8. The Drinking Water Program has established criteria for determining whether a system should be considered to have “outstanding performance”. Systems that are designated outstanding performers may have their water system survey frequency reduced from every 3 years to every 5 years. Although your water system did not meet the established criteria, please review the enclosed handout to see what steps

you can take in the future towards receiving this designation.

If you have any questions or concerns, please contact me at (971) 673-0410 or gregg.c.baird@state.or.us . Your cooperation is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregg Baird", with a long horizontal line extending to the right.

Gregg Baird, REHS
Oregon Health Authority
Drinking Water Services

encl: EPA CT tables
Lead and copper sample site selection (tier) criteria
Chemical monitoring schedule as of August 2016
Outstanding Performer criteria

Deficiency Summary

Surveyor: Gregg Baird

Date Corrective Action Plan is due: September 28, 2016

County: Polk

Yes	No	Significant Deficiencies and Rule Violations:	Date to be corrected	Date corrected
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Source: <i>Well construction:</i> N/A		
		<i>Spring/other source:</i> None observed		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Treatment: <i>Surface water treatment:</i> None observed		
		<i>Disinfection:</i> Not calculating CTs correctly		
		<i>Other treatment:</i> None observed		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Finished Water Storage: None observed		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Distribution: No Cross Connection Control Specialist		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Monitoring: None observed		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Management & Operations: Master Plan not current		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Operator Certification: None observed		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Rule Violations: None observed		

Comments:

See cover letter dated August 10, 2016 for details and comments/recommendations.

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Source Deficiencies:

Well Construction Deficiencies:

- ⊕ Sanitary seal and casing not watertight
- ⊕ Does not meet setbacks from hazards
- ⊕ Wellhead not protected from flooding
- ⊕ No raw water sample tap
- ⊕ No treated sample tap (if applicable)
- ⊕ No screen on existing well vent

Spring Source Deficiencies:

- ⊕ Springbox not impervious durable material
- ⊕ No watertight access hatch/entry
- ⊕ No screened overflow
- ⊕ Does not meet setbacks from hazards
- ⊕ No raw water sample tap
- ⊕ No treated sample tap (if applicable)

Treatment Deficiencies/Violations:

Surface Water Treatment Deficiencies:

- + Turbidity standards not met - 0030(3)
- + Turbidimeters not calibrated per manufacturer or at least quarterly - 0036(5)(b)(A)(ii)
- ⊕ Incorrect location for compliance turbidity monitoring
- ⊕ If serving > 3,300 people no alarm or auto plant shut off for low chlorine residual
- ⊕ For conventional or direct filtration: No alarm or plant shut off for high turbidity
- ⊕ For conventional filtration: Settled water not measured daily
- ⊕ For conventional or direct filtration: Turbidity profile not conducted on individual filters at least quarterly
- ⊕ For cartridge filtration: No pressure gauges before and after cartridge filter
- ⊕ For cartridge filtration: Filters not changed according to manufacturer's recommended pressure differential
- ⊕ For diatomaceous earth filtration: Body feed not added with influent flow
- + For membrane filtration: Turbidimeter not present on each unit - 0050(4)(c)(G)
- + For membrane filtration: Direct integrity testing not done at least daily - 0036(5)(b)(F)

Disinfection Deficiencies/Violations:

- + DPD or EPA approved method not used - 0036(9)(d)
- + Free chlorine residual not maintained - 0032(3/5)
- + Chlorine not measured & recorded as required - 0036(9)
- + Minimum CT requirement not met all times - 0032(3/5)
- ⊕ No means to adequately determine flow rate on

- + pH, Temperature, and chlorine residual not measured daily at first user - 0036(5)(a/b)
- ⊕ Failure to calculate CT values correctly
- ⊕ No means to adequately determine disinfection contact time under peak flow and minimum storage conditions

UV Disinfection Violations (OAR 333-0050(5)(k)):

- + Bypass around UV system
- + Lamp sleeve not cleaned
- + Lamp not replaced per manufacturer
- + No intensity sensor with alarm or shut-off

Other Treatment Violations:

- + Non-NSF approved chemicals - 0087(6)
- + Corrosion control parameters not met - 0034

Distribution System Violations:

- + System pressure < 20 psi - 0025(7)

Cross Connection (OAR 333-061-0070):

- + No ordinance or enabling authority (CWS)
- + Annual Summary Report not issued (CWS)
- + Testing records not current (CWS, NTNC, TNC)
- + No Cross Connection Control Specialist (CWS ≥ 300 connections)

Finished Water Storage Deficiencies:

- ⊕ Hatch not locked or adequately secured
- ⊕ Roof and access hatch not watertight
- ⊕ No flap valve, screen, or equivalent on drain
- ⊕ No screened vent

Monitoring Violations:

- + Monitoring not current - 0025(1)
- + Unaddressed MCL violations or LCR AL exceedances - 0030
- + No Coliform Sampling Plan - 0036(6)(a)(G)

Management & Operations Violations:

- + No operations and maintenance manual - 0065(4)
- + Emergency response plan not completed - 0064(1)
- + Major modifications not approved (plan review) - 0050
- + Master plan not current (≥ 300 con.) - 0060(5)
- + Annual CCR not submitted (CWS) - 0043(1)(a)
- + PNC or out of compliance with AO
- + Public notice not issued as required - 0042

Operator Certification Violations:

- + No certified operator at required level - 0065(2)
- + No protocol for under certified operator - 0225(2)

Other Rule Violations: _____

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Inventory and Narrative

<input type="checkbox"/> Outstanding Performer					
Type:	Community (C)	Status	Size	Season:	Year-round
License:	Not Licensed	Population:	1,000	Begins: (mm/dd)	/
Responsible Agency:	State	Connections:	435	Ends: (mm/dd)	/
Service Characteristics:	Residential: City or Town (MU)				
Ownership:	4 - Local Government				
Operator Certification Requirements:	WD: 1	WT: 1	FE <input type="checkbox"/> Small WS <input type="checkbox"/>		

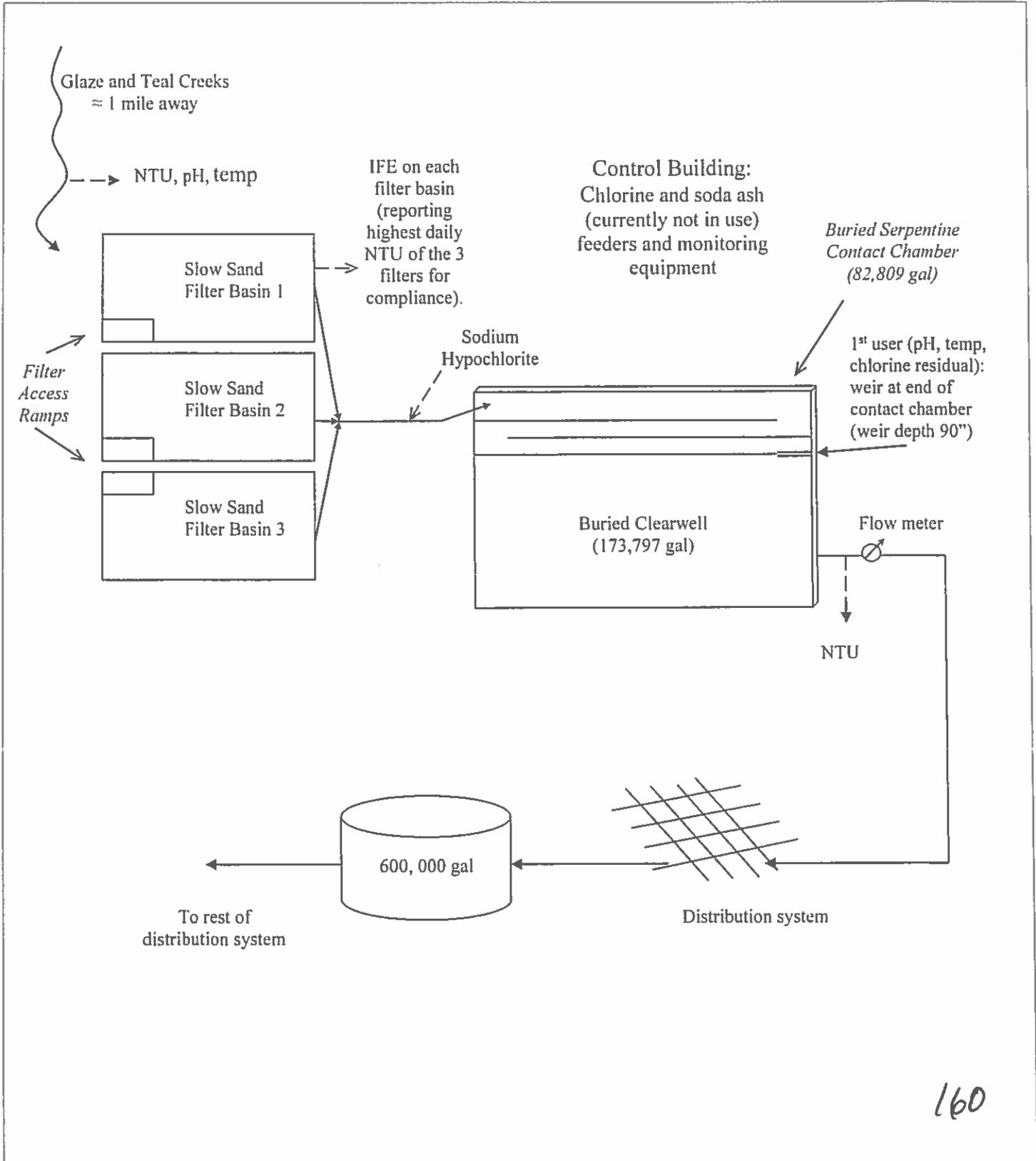
Primary Administrative Contact (Mailing Address):					
Contact Name:	Don Poe	Phone:	(503) 787-3631		
Title:		Cell:	(503) 991-2234		
Street Address:	299 Mill St	Emergency #:	()		
City/State/Zip:	Falls City, OR 97344	Email:			
Legal/Owner Address:					
Contact Name:		Phone:	()		
Title:		Cell:	()		
Street Address:		Emergency #:	()		
City/State/Zip:		Email:			
System Physical Address:					
Contact Name:		Phone:	()		
Title:		Cell:	()		
Street Address:		Emergency #:	()		
City/State/Zip:		Email:			
Emergency Systems Available:					
Name:	Luckiamute Domestic Water Coop	PWS ID#:	41	00538	

Narrative:

The City of Falls City owns and operates a slow sand filter plant that treats water from Glaze and Teal creeks. The slow sand filter plant has three basins. Water is treated with sodium hypochlorite after filtration. Contact time is provided in a 82,809 gallon contact chamber. There is also a 173,797 gallon clearwell at the treatment plant not used for contact time. Water flows by gravity to distribution, which includes one 600,000 gallon reservoir. The City sells water to Luckiamute Domestic Water Co-op and can receive water from that system in an emergency.

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Water System Schematic



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Source Information

ID	Entry Points (Location where water enters distribution and is sampled)	Source Type	Availability (if seasonal, indicate begin/end dates)			
			Begin (M/D)	End (M/D)		
A	EP for WTP	Surface	Permanent			

ID	Sources (Contributing to Entry Point)	Land Use*	Capacity (GPM)	Source Type	Availability
AA	Glaze Creek	K		Surface	Permanent
AB	Teal Creek	K		Surface	Permanent

*Land Use Codes: (A) Pristine Forest (B) Irrigated Crops (C) Non-Irrigated Crops (D) Pasture (E) Light Industry (F) Heavy Industry (G) Urban-Sewered Area (H) Rural On-Site Sewage Disposal (I) Urban On-Site Sewage Disposal (J) Rangeland (K) Managed Forest (L) Commercial (M) Recreational Use

Yes No

- Has the water system implemented strategies (e.g., posting source area signs, notifying residents of Haz Waste collection events, provide residents information about maintaining their septic systems, abandoning unused wells, etc.) to protect their drinking water sources?
- Is the water system interested in protecting their drinking water sources from contamination? If yes, contact regional geologist at 541-726-2587.

Comments:
 Water system does not own all of the watershed.

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Alternative Technology Treatment Plant Inspection

- WTP inspection done with Water System Survey
- WTP inspection only

WTP ID: A WTP Name: TP for WTP
 Date of inspection: 8/3/16 Inspected by: Gregg Baird
 Plant operator: Don Poe
 Total points given: 10

Points	Visit Frequency	Check One
Low range (0-15)	With next survey	<input checked="" type="checkbox"/>
Mid range (16-25)	Annually	<input type="checkbox"/>
High range (26 or more)	Every 6 months	<input type="checkbox"/>

Comments:

Source:

Describe Intake: 35" x 35" grated box instream
 Describe pumping facilities: Gravity
 Watershed control information (protection plan, security measures, etc): Logging company still does logging. Gate/fence for water treatment plant.
 Factors affecting water quality (algal blooms, logging, etc.): Storms

Treatment:

Cartridge or bag filter make/model: _____
 Membrane filter make/model: _____
 Slow sand filter Diatomaceous earth Corrosion control
 Other treatment Describe: _____
 Peak plant production rate: (gpm): 230 Comments: Rated for 520 gpm
 Log removal credit given: Giardia: 2.0 Crypto: 3.0 Date: 6/5/00

Treatment Plant:

Yes	No		if no, check points
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is raw water turbidity data collected at least daily?	<input type="checkbox"/> 3 pts
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water system has enough storage to shut down plant for a few days during high turbidity events.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	• Are turbidity compliance standards met? (<1 NTU 95% of time; all < 5 NTU)	<input type="checkbox"/> 10 pts
<input checked="" type="checkbox"/>	<input type="checkbox"/>	• Is CFE monitoring location acceptable (prior to any storage)? See below	<input type="checkbox"/> 5 pts
<input type="checkbox"/>	<input type="checkbox"/>	Can chart recorder document turbidity > 5.5 NTU? No chart recorders	
Reporting highest of 3 IFEs (because CFE is located after storage)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	• Are turbidimeters calibrated according to factory specifications or at least quarterly?	<input type="checkbox"/> 5 pts
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are calibration standards valid (not expired)?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is flow through turbidimeter within manufacturer's range?	
Calibrated quarterly by Hach			

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Alternative Treatment Plant Continued:

WTP- A

If no, check points

Yes No

- | | | | | |
|-------------------------------------|-------------------------------------|---|-------------------------------------|--------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ● Are CT's calculated correctly? | <input checked="" type="checkbox"/> | 10 pts |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ● Is contact time based on tracer study or adequate alternative? | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ● pH, temperature and chlorine residual measured at or before 1 st user? | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ● Is there a flow meter on effluent side of clearwell or adequate alternative (describe)? | | |

See Disinfection page 8 for details

- | | | | | |
|--------------------------|-------------------------------------|--|--------------------------|-------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is corrosion control practiced? | | |
| <input type="checkbox"/> | <input type="checkbox"/> | ● Is it operated within parameters set by DWS? <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> | 5 pts |

Describe method of corrosion control used:

Soda ash feed equipment is in place but not utilized

- | | | | | |
|--------------------------|--------------------------|---|--------------------------|-------|
| <input type="checkbox"/> | <input type="checkbox"/> | ● Do all under-certified operators follow a written decision-making protocol as established by DRC? | <input type="checkbox"/> | 5 pts |
| | | Both operators are certified to appropriate level | | |

- | | | | | |
|-------------------------------------|--------------------------|---|--------------------------|-------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ● Are standard plant operating procedures written and followed? | <input type="checkbox"/> | 5 pts |
| | | SOPs are available at the treatment plant | | |

- | | | | | |
|-------------------------------------|-------------------------------------|---|--------------------------|-------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are operators on site during all hours of plant operation? | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | If no, is there an alarm for low chlorine residual? ● (>3300 Population only) <input type="checkbox"/> N/A | <input type="checkbox"/> | 5 pts |
| | | <input checked="" type="checkbox"/> Low chlorine <input checked="" type="checkbox"/> High turbidity <input type="checkbox"/> Plant shutdown <input checked="" type="checkbox"/> Auto-dial | | |

Slow Sand: N/A Scraping/cleaning/ripening protocol:

Filter basins are scraped every two years. Operators scoop sand out with shovels, preferably in the winter when the drained filter basin has a frozen top layer. FTW about a week. Filter is put back online when < 0.2 NTU. Takes about a month to get < 0.1 NTU.

Total Points 10

Comments:

Don believes the raw turbidimeter and turbidimeter reading at clearwell effluent are switched in SCADA (happened when new Hach 1720E turbidimeters were installed); plans to have that checked soon.

Disinfection

No #	Disinfection Method*	Location	Disinfection Source Water	Residual Maintenance	Other Purpose	Proportional to Flow	Dosage Recorded
1	Sodium Hypochlorite	WTP-A: post filtration	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Yes No Chlorine residuals N/A
 Is a DPD or other EPA approved method used?
 NSF 60/61 certified (or equivalent)?
 Are entry point residuals recorded at least once per day (SWTR, GWR 4-log)? N/A
 Is entry point residual monitoring continuous if population > 3,300? N/A
 Are distribution residuals recorded at least twice weekly?
 Are on-line chlorine analyzers verified weekly with DPD type or EPA approved test kit? N/A

Yes No Chlorine gas N/A

<input type="checkbox"/> Separate room for gas storage and feeder?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Gas cylinders properly secured?
<input type="checkbox"/> Fan with on/off switch outside?	<input type="checkbox"/>	<input type="checkbox"/> Door that opens out?
<input type="checkbox"/> Vent located next to the floor?	<input type="checkbox"/>	<input type="checkbox"/> Self-contained breathing apparatus?
<input type="checkbox"/> Door with a window?	<input type="checkbox"/>	<input type="checkbox"/> Air scrubber system?

Yes No UV N/A
 Does all water contact UV (no bypass)?
 Is lamp sleeve cleaned?
 Is lamp replaced per manufacturer?
 Intensity sensor with alarm or shut-off?

Yes No CT Evaluation for disinfection N/A
 Is contact time based on a tracer study or adequate alternative? N/A
 Describe adequate alternative method for contact time: _____
 Is there a flow meter on effluent side of clearwell /contact chamber or adequate alternative?
 Describe adequate alternative method for flow rate: see below
 Tracer study demand flow (gpm): _____
 Have tracer study parameters changed?
 (SW only) Are pH, temp, and chlorine residual measured daily before or at the first user? Contact chamber
 Are CT values being calculated correctly? weir
 Are CT values met at all times (SWTR, GWR 4-log)?

Comments:
 Tracer study conducted 4/18/08. Only contact chamber used for contact time (not the clearwell). Flow through contact chamber is plant flow (230 gpm at time of tracer study). Weir between contact chamber and clearwell keeps chamber at a constant level (lowest level 82,809 gallons with weir set at 90"). T = 127 minutes.
 Currently reporting flow leaving the clearwell on monthly reports. Since tracer study was of contact chamber (not clearwell), need to instead report the highest peak hourly plant flow through the contact chamber on the monthly reports. Plant flow must not exceed 10% of flow during tracer study (253 gpm) or else tracer study will need to be redone.
 Not using EPA CT tables correctly (using wrong log inactivation column on occasion; rounding numbers prior to recording on the form). Need to record true numbers on the form, then round when using the tables (down for temp, up for pH and chlorine residual). Need to always use the 1-log inactivation column.

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Treatment

Code / Purpose / Process Used*	Chemical Added**	Location in System
P346 Particulate Removal (SWTR) Filtration, Slow Sand	N/A	WTP-A
D421 Disinfection for Surface Water/GWUDI Hypochlorination, Post	Sodium hypochlorite	Post filtration

*See "Treatment Plant Inspection" page for details on filtration. **See "Disinfection" page for details on disinfection equipment.

Yes No

- Has treatment changed? _____
- Is lab equipment for on-site analysis appropriate? _____
- Is equipment maintained properly? _____
- Is redundant equipment available? Backup pump available
- Are chemicals NSF Standard 60 certified or equivalent? (N/A - no chemicals are used)
- Does system practice corrosion control?
- Is corrosion control operated within parameters set by DWS? N/A

Describe method of corrosion control (if applicable)

System has soda ash equipment, but does not currently utilize it. System is not required to practice corrosion control.

Records Kept:

Yes / No

- Dosages
- Raw pH
- Raw temperature
- Raw turbidity and/or particle counts

Yes / No

- Flowrate
- Treated pH
- Treated temperature
- Treated turbidity

Comments:

Equipment available: benchtop turbidimeter, handheld colorimeter, color wheel.

Sodium hypochlorite 12.5% is NSF.

Storage and Pressure Tanks

Number	Name	Tank Type*	Tank Material	Year Built	Volume (gal.)
1	Reservoir	(G) Ground	Steel	1999	600,000

Total Volume: 600,000

Reservoir Features	Reservoir Number: 1									
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Fence/gate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
● Hatch secured (e.g. locked, bolted, etc)?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
● All tank access points watertight?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
● Screened vent?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overflow?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
● Overflow protected (screen/flap/valve)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drain to daylight?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water level gauge?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bypass piping?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm for high or low levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
Separate inlet/outlet?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Approved interior coating?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior in good condition?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual interior/exterior inspection?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cleaning schedule?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Continuously disinfected? (● post '81 redwood)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pressure Tanks										
Accessible for maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bypass piping?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drain?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pressure relief device?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air bladder/diaphragm?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Valve for adding air?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

Tank scheduled to be cleaned and inspected (using divers) by Liquivision this week.

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Distribution System Information

Service Area and Facility Map

- Yes No
- Does the system have a service area and facility map (indicate features on map):
- Water lines (including size and material) Sources-wells & withdrawal points
 - Treatment facilities Pressure zones
 - Storage facilities (reservoirs) Pressure regulating valves
 - Sampling points Booster pumps

Distribution Data

Yes	No		Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	● System pressure ≥ 20 psi?	3 pressure zones
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water system leakage <10%?	26%
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hydrants or blowoffs on all dead ends? <input type="checkbox"/> N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Routine flushing? (How often)	Annual
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adequate valving?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Routine valve turning? (How often)	Every 1 to 2 years
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the distribution system have asbestos cement (AC) pipe? <i>If yes, verify asbestos sampling is completed on Water Quality Monitoring Page (CWS, NTNC).</i>	

Cross Connection Control (CWS, NTNC, and TNC)

Yes	No	N/A		Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	● Devices tested annually? (CWS, NTNC, TNC)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	● Ordinance or enabling authority? (CWS)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	● Annual Summary Report submitted? (CWS)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	● Certified Cross Connection Control Specialist? (CWS > 300 connections)	

Comments:

Need a certified connection control specialist.

Note: water system leakage is being addressed in new master plan.

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Water Quality Monitoring

Contaminant	N/A	Frequency	Next Tests Due
Entry Point Sampling:			
Nitrate	<input type="checkbox"/>	Annual	2016
Arsenic	<input type="checkbox"/>	Every 9 years	2017
Inorganic Chemicals (Including Nitrite)	<input type="checkbox"/>	Every 9 years	2011*
SOCs	<input type="checkbox"/>	Every 3 years	2018
VOCs	<input type="checkbox"/>	Annual	2017
Gross Alpha	<input type="checkbox"/>	Every 9 years	2016
Radium 226/228	<input type="checkbox"/>	Every 9 years	2016
Uranium	<input type="checkbox"/>	Every 9 years	2022
Distribution System Sampling:			
Coliform Bacteria	<input type="checkbox"/>	1 per Month	On-going
Asbestos (for AC pipe/asbestos geologic areas) ..	<input type="checkbox"/>	Every 9 years	2019
TTHMs only	<input type="checkbox"/>	Quarterly at SM-1 (Oct/Jan/Apr/July)	Oct 2016
HAA5s only	<input type="checkbox"/>	Quarterly at SM-2 (Oct/Jan/Apr/July)	Oct 2016
Lead and Copper, # sites: <u>10</u>	<input type="checkbox"/>	Every 3 years (6/1-9/30)	Summer 2018
Other Sampling:			
TOC (raw)	<input checked="" type="checkbox"/>	Not required unless seeking a DBP reduction	N/A
Turbidity	<input type="checkbox"/>	Daily	On-going
Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	● Is all required monitoring current?	
Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	● Are samples collected at the correct locations in the system?	
Discuss correct sampling locations for all sampling (SRC, EP, DIST)			
Discuss proper way to collect representative samples at all locations			
Discuss possible sample reductions			
Yes No	<input type="checkbox"/> <input type="checkbox"/>	● Have all MCL violations or LCR AL exceedances been addressed? <input checked="" type="checkbox"/> N/A	
Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	● DBP's collected at correct locations? <input type="checkbox"/> N/A SM-1: Upper City Park & SM-2: 987 Parry Rd.	
Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	● Does the system have a written coliform sampling plan?	
		Does the plan include: Yes No	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brief narrative
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Distribution map
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sample site locations
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Rotation schedule
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Repeat locations
	<input type="checkbox"/>	<input type="checkbox"/>	Source locations <input checked="" type="checkbox"/> N/A

Comments:

*IOCs monitoring should be done asap (more than 9 years since last test which was 2002).

Chem testing due before end of 2016 includes: Nitrate, Gross Alpha, Radium 226/228.

Uranium reduced to every 9 years based on 8/15/13 results.

See cover letter for recommendations regarding lead and copper.

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Reminder: LT2 round 2 source water monitoring for E. coli begins October 2017. Sampling is every 2 weeks for 12 months of the raw water. A monitoring plan must be submitted to OHA-DWS by 7/1/17.

Management & Operations

O&M Manual and Emergency Response Plan

Yes No

- Does system have an operation and maintenance manual?
- Does system have an emergency response plan?
- Do any system components have auxiliary power?
If yes, describe: Generator can run the entire WTP

Operator Certification

Yes No N/A

- Is the DRC identified and certified at the appropriate level?
If the DRC is a contract operator, how do they work with the system?
- Does system have written protocols for under-certified operators? Both operators certified

Plan Review/Master Plan

Yes No N/A

- Have all major modifications been approved by DWS?
- Does the system have a current (<20 yr. old) master plan? (Not required if < 300 connections)
What year was the plan completed? July 1993

Compliance Status

Yes No N/A

- Is water system in compliance (all orders resolved and not a priority non-complier)?
- Does the system issue public notice as required?
- Are consumer confidence reports sent to users each year?

Comments:

Need a new master plan (current 20-year master plan expired in 2013). Per Don, new master plan is in the works.

AGENDA REPORT

TO: COUNCIL
FROM: MAYOR UNGRICHT
SUBJECT: COMMITTEE APPOINTMENTS
DATE: 08/30/2016

SUMMARY

The City has received an application to fill vacancies on the Parks and Recreation Committee.

BACKGROUND

The City has received an application for a committee appointment from Janet Propp for the Parks and Recreation Committee. As per the City Charter, the Mayor appoints committee members with the consent of Council.

This appointment will fill all vacant seats on the Parks and Recreation Committee.

PREVIOUS COUNCIL ACTION

N/A

ALTERNATIVES/FINANCIAL IMPLICATIONS

There are no fiscal impacts.

STAFF RECOMMENDATION

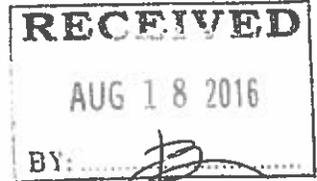
N/A

EXHIBIT

Committee application.

PROPOSED MOTION

I move the Falls City Council grant its consent to appoint Janet Propp to the Parks and Recreation Committee.



Application for Committees

City of Falls City

299 Mill Street, Falls City, Oregon 97344

Instructions: Fill out both sides of form and submit to City Hall.

Contact Information

Name:

Janet Propp

Street Address:

[REDACTED]

Mailing Address:

[REDACTED]

City/State/Zip Code:

Falls City, OR 97344

Home Phone:

[REDACTED]

Work Phone:

[REDACTED]

E-Mail Address:

[REDACTED]

Background

Years of Residence in Falls City:

22 years

Place of Employment:

retired

Occupation:

RN

Educational Background:

ADN -

Prior Civic Activities:

City Council x 2 yrs.

Committees of Interest

Please check all of the following Committees that interest you:

- Budget Review Committee
- Planning Commission
- Parks and Recreation Committee
- Public Works Committee
- Historic Landmark Commission
- Economic Development Committee

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*Please continue to reverse side of form for completion.

Special Skills or Qualifications

Summarize any special training, skills or experience you may have pertinent to the Committees to which you are applying.

Enjoy gardening & landscape design.
My experience is my home gardens.

Motivation

Discuss your motivation for serving on this Committee.

I want to see the parks of this community established to serve all residents. Needs to be family friendly & safe environments.

Special Notice

Please be advised that members of the City Council and Planning Commission are required to file an annual **Statement of Economic Interest** with the State of Oregon.

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)

Signature

Date

Janet Propp
Janet Propp
8/16/2016

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Thank you for completing this application form and for your interest in volunteering with us.

AGENDA REPORT

TO: CITY COUNCIL
FROM: MAYOR UNGRICHT
SUBJECT: BOONDOCKS ADDITIONAL OLCC LICENSE TYPE
DATE: 09/01/2016

SUMMARY

Oregon Liquor Control Commission (OLCC) gives municipalities an opportunity to recommend that a new or additional liquor license type be granted or denied.

BACKGROUND

Currently, The Boondocks OLCC Liquor license is for both off and on premises liquor sales.

The Boondocks has applied for an additional OLCC Liquor License type for Limited On-Premises Sales:

- May sell and serve malt beverages, wine, and cider for consumption on the licensed premises
- May sell malt beverages in a container holding seven or more gallons ("keg") for consumption off the licensed premises
- May sell malt beverages, wine, and cider to individuals in a securely covered container ("growler") for consumption off the licensed premises

Additional privileges:

- Eligible to apply to get pre-approved to cater some events off of the licensed premises (events that are small, usually closed to the general public, and where food service is the primary activity)
 - Eligible to apply for a "special event" license: TUAL
- Optional privileges
- To-Go Sales: Allows the sale of malt beverages in containers holding not more than 2¼ gallons, wine, and cider for off-site consumption. (Off-Premises Sales license required)
 - Special Events: Allows the use of your annual license at a special event at a location other than your business location. (Temporary Use of an Annual License required)
 - Catering: Allows the sale of distilled spirits, malt beverages, wine, and cider by the drink to individuals at off-site catered events. (Catering Pre-Approval Request form required)
 - Receive Direct Shipments of Wine/Cider: Allows receipt of wine or cider directly from Wine Self-Distribution Permittees (Application for Endorsement to Receive Wine/Cider Shipment)

PREVIOUS COUNCIL ACTION

None.

ALTERNATIVES/FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATION

Staff recommends that Council recommend that OLCC grant The Boondocks the additional limited On-Premises Sales license type.

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EXHIBIT

Exhibit A – OLCC Liquor License Application

PROPOSED MOTIONS

I move the City Council of the City of Falls City recommend that OLCC grant The Boondocks the additional license type of Limited On-Premises Sales and direct staff to sign the City Use Only Section of the OLCC Liquor License Application.

AGENDA REPORT

TO: COUNCIL
FROM: MAYOR UNGRICHT
SUBJECT: DECLARATION OF EMERGENCY
DATE: 09/01/2016

SUMMARY

The Falls City Council discussed procedures to declare an Emergency in case of a disaster in Falls City.

BACKGROUND

Falls City Council adopted resolution 18-2014, A Resolution adopting the Falls City Emergency Plan. Within the plan it specifies emergency assignments, depending on the nature of the emergency (exhibit 1). Chapter 1 of the City of Falls City EOP, page 9 through page 19 specifies the process for declaring an emergency (exhibit 2) following State Statutes.

The discussion led to who can declare Martial Law which is covered under ORS 399.065, which gives the authority to the Governor (exhibit 3). The steps to be taken are that the Falls City Manager or Mayor could declare an emergency, but would have to have Council approval within 7 days. This allows the City to expend funds outside of budget law, if we cannot handle the emergency with our resources we contact the County Emergency Office, if they do not have the resources they will contact the Governor's office. The Governor would have the authority to call up the State's resources to help through the Emergency or he can call on the resources of the Federal Government and if the Governor felt the need to declare Marshall Law, it would be done through this process.

The Oregon Military Department through the Office of Emergency Management issues Emergency Declaration Guidelines (exhibit 4) that need to be followed to make sure the process is organized efficiently to protect the loss of property and life.

PREVIOUS COUNCIL ACTION

Adopted Resolution 18-2014.

ALTERNATIVES/FINANCIAL IMPLICATIONS

There are no fiscal impacts following the procedures of the adopted resolution. If Council was to adopt procedures outside of State and Federal Law we would put our citizens at risk to receive the help that might be needed in the event of an emergency.

STAFF RECOMMENDATION

The process adopted in the EOP sets the steps and lays out the procedure of acting in the event of an emergency. It is good for Council to review the steps to be taken and offer comments for changing the procedures if needed. It is also advised that Council review the steps incase there is an emergency we can act in an efficient manner.

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EXHIBIT

- 1) Plan Administration
- 2) Pages 1-9 through 1-19 of the Falls Coty Emergency operating Plan.
- 3) ORS 399.065
- 4) OEM Emergency Declaration Guidelines
- 5) Resolution 18-2014

PROPOSED MOTION

N/A

Exhibit 1

Emergency Operations Plan Review Assignments

Unless otherwise stated, the following table identifies agencies responsible for regular review of specific plan sections and annexes to ensure accuracy. Changes will be forwarded to the City Emergency Manager for incorporation into the plan and dissemination of the revised version. This does not preclude other departments and agencies with a vital interest in the plan from providing input to the document; such input is encouraged. It is also encouraged that plan review be performed concurrently with review of other related City emergency plans and procedures to enhance consistency.

Section/Annex	Responsible Party
Basic Plan	Emergency Manager
Functional Annexes (FAs)	
FA 1 Emergency Services	Polk County Sheriff's Office Falls City Fire Department Emergency Manager
FA 2 Human Services	Emergency Manager
FA 3 Infrastructure Services	Emergency Manager and Public Works Lead Worker
FA 4 Recovery Strategy	Mayor
Incident Annexes (IAs)	
IA 1 Drought	Emergency Manager and Public Works Lead Worker
IA 2 Earthquake	Emergency Manager and Public Works Lead Worker
IA 3 Major Fire	Falls City Fire Department
IA 4 Flood	Emergency Manager and Public Works Lead Worker
IA 5 Severe Weather	Emergency Manager and Public Works Lead Worker
IA 6 Hazardous Materials Incident	Falls City Fire Department
IA 7 Public Health Incident	Emergency Manager
IA 8 Terrorism	Emergency Manager

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Plan Administration

Section/Annex	Responsible Party
IA 9 Transportation Accidents	Emergency Manager and Polk County Sheriff's Office
IA 10 Utility Failure	Emergency Manager and Public Works Lead Worker

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1. Introduction

communicable disease, pandemic scenarios, chemical incidents, radiological incidents, and bioterrorism. The department maintains guidelines for public health personnel responding to a public health incident in the County.

1.5.4 City Plans

Similar to the County's plan, the City EOP is part of a suite of plans that address various elements of the City's emergency management program. While the EOP is focused on short-term recovery, other plans address the City's approach to mitigation, continuity, and other aspects of emergency management. These plans, listed below, work in concert with the City EOP:

- Continuity of Operations (COOP) Plan – The City has not formalized a COOP plan to date.
- Hazard Mitigation Plan – the City is included within the County Hazard Mitigation Plan.

1.5.5 Support Agency Plans

The City is supported by a number of partner agencies. To the greatest extent possible, the City encourages support agencies to design their plans to complement the City EOP, and the City will seek to engage support agencies in the EOP update process to ensure appropriate linkages.

- None at this time

1.6 Authorities

1.6.1 Legal Authorities

In the context of this EOP, a disaster or major emergency is characterized as an incident requiring the coordinated response of all government levels to save the lives and protect the property of a large portion of the population. This plan is issued in accordance with, and under the provisions of, ORS Chapter 401, which establishes the authority for the highest elected official of the City Council to declare a State of Emergency.

The City does not have an office or division of emergency management services separate from its existing departments. However, for the purposes of this plan and consistency with the County and State plans, the City's emergency management structure will be referred to generally as the City Emergency Management Organization (EMO), though no formal organization exists. The City EMO will:

- Coordinate planning activities necessary to prepare and maintain the City EOP.

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1. Introduction

- Manage and maintain the City EOC, from which City officials can coordinate emergency and disaster response activities.
- Establish an Incident Command structure for management of incidents by all local emergency service agencies.
- Coordinate with County and State agencies, as well as other private, nonprofit, volunteer, and faith-based organizations, to integrate effective practices in emergency preparedness and response in a manner consistent with NIMS.

Through promulgation of this plan, the City Administration has been identified as the lead agency in the EMO. The City Administrator/Recorder, given the collateral title of Emergency Manager, has authority and responsibility for the organization, administration, and operation of the EMO. The Emergency Manager may delegate any of these activities to designees, as appropriate.

The City EMO is consistent with NIMS. Procedures supporting NIMS implementation and training for the City are currently under development and will be formalized by the City Emergency Manager.

Table 1-2 sets forth the federal, State, and local legal authorities upon which the organizational and operational concepts of this EOP are based.

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Table 1-2 Legal Authorities	
Federal	
–	Public Law 93-288 Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (last amended April 2013)
–	Public Law 107-296 The Homeland Security Act of 2002
–	Public Law 109-295 The Post-Katrina Emergency Management Reform Act (2007)
–	Homeland Security Presidential Directive 5: Management of Domestic Incidents (2003)
–	Presidential Policy Directive 8: National Preparedness (2008)
–	Federal Emergency Management Agency (FEMA) Policy
○	FEMA Publication: 1 The Federal Emergency Management Agency (November 2010)
○	FEMA Document 104-008-1: A Whole Community Approach to Emergency Management (December 2011)
○	FEMA Incident Management and Support Keystone (January 2011)
○	National Incident Management System (December 2008)
○	National Preparedness Goal (September 2011)
○	FEMA Administrator’s Intent (2015–2019)
○	FEMA Strategic Plan 2011–2014
○	Crisis Response and Disaster Resilience 2030 (January 2012)
○	National Response Framework (January 2008)
○	National Disaster Recovery Framework (September 2011)
○	National Disaster Housing Strategy (January 2009)
State of Oregon	
–	Oregon Revised Statutes (ORS) 401 Emergency Management and Services
–	ORS 402 Emergency Mutual Assistance Agreements
–	ORS 403 Public Safety Communications System
–	ORS 404 Search and Rescue
–	Oregon Administrative Rules Chapter 104 Oregon Military Department, Office of Emergency Management
Polk County	
–	Polk County Ordinance # 91-3
–	Emergency Operations Plan (2008)
City of Falls City	
–	Resolution 02-2014 (January 2014), National Incident Management System Adoption
–	Emergency Operations Plan (2014)

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1. Introduction**1.6.2 Mutual Aid and Intergovernmental Agreements**

State law (ORS 402.010 and 402.015) authorizes local governments to enter into Cooperative Assistance Agreements with public and private agencies in accordance with their needs (e.g., the Omnibus Mutual Aid Agreement). Personnel, supplies, and services may be used by a requesting agency if the granting agency cooperates and extends such services. However, without a mutual aid pact, both parties must be aware that State statutes do not provide umbrella protection, except in the case of fire suppression pursuant to ORS 476 (the Oregon State Emergency Conflagration Act).

See individual FAs for existing mutual aid agreements.

Copies of these documents can be accessed through the City Administrator/Recorder. During an emergency situation, a local declaration may be necessary to activate these agreements and allocate appropriate resources.

1.7 Emergency Powers**1.7.1 General**

Based on local ordinances and State statutes, a local declaration by the City Council allows for flexibility in managing resources under emergency conditions, such as:

- Diverting funds and resources to emergency operations to meet immediate needs.
- Authorizing implementation of local emergency plans and implementing extraordinary protective measures.
- Receiving resources from organizations and individuals initiated through mutual aid and cooperative assistance agreement channels.
- Providing specific legal protection for actions initiated under emergency conditions.
- Setting the stage for requesting State and/or federal assistance to augment local resources and capabilities.
- Raising public awareness and encouraging the community to become involved in protecting its resources.

The City Attorney should review and advise City officials on possible liabilities arising from disaster operations, including the exercising of any or all of the above powers.

1. Introduction**1.7.2 City of Falls City Disaster Declaration Process**

The City may declare an emergency for any of several reasons, such as authorizing additional budget authority, implementing emergency measures, or accessing County, State, or federal disaster assistance. To declare a State of Emergency, the Mayor or Emergency Manager will call either a regular or a special meeting of the City Council to request a declaration of emergency by the Council, or immediately declare an emergency in writing. If the manager declares an emergency, the City Council must ratify that declaration within seven days, or it will expire.

A declaration by the City Council will be effective for no longer than two weeks, but it may be extended in one-week increments, should an emergency continue to exist.

A declaration shall:

- Describe the nature of the emergency.
- Designate the geographic boundaries of the area where the emergency exists, as well as the portion of the affected area lying within City boundaries.
- Estimate the number of individuals at risk, injured, or killed.
- Describe the actual or likely damage caused by the emergency.
- State the type of assistance or resources required to respond to the emergency.
- Estimate the length of time during which the designated area will remain in an emergency status.
- State the specific regulations or emergency measures imposed as a result of the declaration of emergency.

The declaration of emergency will be written based on the best information available at the time. It may be amended, based on additional information or changes in the situation. The City Attorney may be consulted to review the declaration for legality or sufficiency of emergency measures and emergency powers invoked within the document. If County, State, or federal assistance is needed, the declaration must also state that all appropriate and available local resources have been expended, are nearing depletion, or projected to be inadequate and that mutual aid agreements have been initiated, as well as contain a specific request for the type(s) of assistance required.

EOC Command and General Staff have the following responsibilities in the declaration process:

- **EOC Manager:** Present the package to City Council.

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- **Operations:** Identify necessary resources and outline any special powers needed to respond to the emergency. Assist in the Initial Damage Assessment (IDA).
- **Planning:** Provide situation and resource summaries; conduct a windshield survey, IDA, and Preliminary Damage Assessment (PDA).
- **Logistics:** Compile resource requests.
- **Finance:** Track incident costs, assist in the PDA, and coordinate damage survey activities.

See Appendix A for sample Declaration of Emergency forms.

1.7.3 Polk County Declaration Process

When an incident occurs and a mayor or County department head determines that conditions have developed such that the staffing, equipment, or other resources or capabilities of the affected municipality or department are overwhelmed, the official may request that the County Sheriff or Emergency Management Director activate the County EOP and EOC.

Under the circumstances described above, the County's Presiding Official, in consultation with the County Board of Commissioners and with support from the County Counsel, may issue an Emergency Declaration. This declaration will state that an emergency exists and will specify a location or description of the affected area and the jurisdictions included in the declaration. The Oregon Office of Emergency Management (OEM) has set forth the following criteria for declaring a local emergency:

- Describe the circumstances impacting an identified area,
- Identify the problems for which assistance is needed, and
- Clearly state what has been done locally to respond to the impact and needs.

In accordance with Oregon Revised Statutes (ORS) Chapter 401, the County Emergency Management Director will submit emergency/disaster declarations to the OEM Director. If the Governor issues an emergency or disaster declaration, OEM will be contacted via the Oregon Emergency Response System (OERS) for possible allocation of State resources to support the response.

During a suspected or confirmed public health emergency, the County Emergency Management Organization (Sheriff's Office) may declare a State of Emergency under advisement from the Polk County Public Health Director. The latter may request that the County Court issue an order to implement and provide for enforcement of isolation and quarantine procedures.

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1. Introduction

In an agricultural emergency, the Polk County Environmental Health Division will manage animal quarantine measures (note that, unlike human quarantines, animal quarantine measures do not require a court order). The Area Veterinarian in Charge for the United States Department of Agriculture/Animal and Plant Health Inspection Service/Veterinary Services will assist the State Veterinarian in any animal health emergency, as appropriate. Most likely, support from the State Brand Inspector, State agricultural agencies, Cooperative Extension Services, and Oregon Department of Human Services would be included in these procedures. Formal quarantine measures will be implemented in accordance with procedures established in the Oregon Animal Disease Emergency Management Plan as set forth by the Oregon Department of Agriculture (ODA). Response activities may also be supported by the ODA's Veterinary Emergency Response Teams.

1.7.4 State Assistance

The OEM Operations Officer coordinates with the agencies represented in the State Emergency Coordination Center to determine the best way to support local government requests. Local government requests will be made by the County Emergency Management Director on behalf of the City. The State Operations Officer evaluates resource requests based on the goals and priorities established by the Director. Agency representatives keep the Operations Officer informed of resources assigned, resources available for commitment, and the status of assigned missions.

State resources are provided to the County or City EMO or to the on-scene Incident Commander as agreed by the entities concerned. The OEM Director makes final decisions in cases of conflicting interest such as competing resource requests or priority questions.

1.7.5 Federal Assistance

The Federal Emergency Management Agency (FEMA) provides resources, coordination, planning, training, and funding to support State and local jurisdictions when requested by the Governor.

In the event that the capabilities of the State are not sufficient to meet the requirements as determined by the Governor, federal assistance may be requested. OEM coordinates all requests for federal assistance through the State Emergency Coordination Center. FEMA coordinates the Governor's Presidential request for assistance in accordance with the NRF.

1.8 Continuity of Government

1.8.1 Lines of Succession

Table 1-3 presents the policy and operational lines of succession during an emergency for the City. Order of succession guidelines for emergency coordination and emergency policy and governance have not been developed; if

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1. Introduction

developed in the future, these guidelines should be kept within the vital records packet at the Emergency Operations Center.

Emergency Coordination	Emergency Policy and Governance
1. Emergency Manager	1. Mayor
2. Mayor	2. Council President
3. City Clerk	3. Council members (order of seniority)

Each City department is responsible for pre-identifying staff patterns showing a line of succession in management’s absence. Lines of succession for each department can be found in the City Administrator/Recorder’s Office. All employees shall be trained on the protocols and contingency plans required to maintain leadership within their departments. The City Administrator/Recorder will provide guidance and direction to department heads to maintain continuity of government and operations during an emergency. Individual department heads within the City are responsible for developing and implementing continuity of government and operations plans to ensure continued delivery of essential functions during an emergency.

1.8.2 Preservation of Vital Records

The City has not developed a vital records packet for use during emergency events. If developed in the future, this packet should contain records essential to executing emergency functions, including this EOP, emergency operating records essential to the continued function of the City EMO, a current call-down list, vital records inventory, necessary keys or access codes, a list of primary and alternate facilities, and the City’s COOP.

Each City department must provide for the protection, accessibility, and recovery of the agency’s vital records, systems, and equipment. These are rights and interests records, systems, and equipment that, if irretrievable, lost, or damaged, will materially impair the agency’s ability to conduct business or carry out essential functions. Each agency should have a maintenance program for the preservation and quality assurance of data and systems. The program should take into account the cost of protecting or reconstructing records weighed against the necessity of the information for achieving the agency mission.

1.9 Administration and Logistics

1.9.1 Request, Allocation, and Distribution of Resources

Resource requests and emergency/disaster declarations must be submitted by the City Emergency Manager to the County Emergency Management Director according to provisions outlined under ORS Chapter 401.

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1. Introduction

The Emergency Manager is responsible for the direction and control of the City's resources during an emergency and for requesting any additional resources required for emergency operations. All assistance requests are to be made through County Emergency Management via the County EOC. County Emergency Management processes subsequent assistance requests to the State.

In the case of emergencies involving fires threatening life and structures, the Emergency Conflagration Act (ORS 476.510) can be invoked by the Governor through the Office of State Fire Marshal. This act allows the State Fire Marshal to mobilize and fund fire resources throughout the State during emergency situations. The Falls City Fire Department Chief and County Fire Defense Board Chief assess the status of the incident(s) and, after determining that all criteria have been met for invoking the Conflagration Act, notify the State Fire Marshal via the OERS. The State Fire Marshal reviews the information and notifies the Governor, who authorizes the act.

1.9.2 Financial Management

During an emergency, the City is likely to find it necessary to redirect its funds to effectively respond to the incident. The authority to adjust department budgets and funding priorities rests with the City Council. If an incident in the City requires major redirection of City fiscal resources, the City Council will meet in emergency session to decide how to respond to the emergency funding needs, declare a State of Emergency, and request assistance through the County as necessary. The following general procedures will be carried out:

- The City Council will meet in emergency session to decide how to respond to the emergency funding needs.
- The City Council will declare a State of Emergency and request assistance through the County.
- If a quorum of councilors cannot be reached, and if a prompt decision will protect lives, City resources and facilities, or private property, the City Administrator/Recorder (or designee) may act on emergency funding requests. The Mayor and City Council will be advised of such actions as soon as practical.
- To facilitate tracking of financial resources committed to the incident, and to provide the necessary documentation, a discrete charge code for all incident-related personnel time, losses, and purchases will be established by the Finance Section.

Expenditure reports should be submitted to and managed by the City Administrator/Recorder's Office to identify budgetary shortfalls. The City Administrator/Recorder will support procurement issues related to personnel, both volunteer and paid. In addition, copies of expense records and all supporting documentation should be submitted for filing FEMA Public Assistance 198

1. Introduction

reimbursement requests. During activation of the City EOC, financial management will be handled by the City Administrator/Recorder.

1.9.3 Legal Support and Liability Issues

Liability issues and potential concerns among government agencies, private entities, and other response partners and across jurisdictions are addressed in existing mutual aid agreements and other formal memoranda established for the City and its surrounding areas.

1.9.4 Reporting and Documentation

Proper documentation and reporting during an emergency is critical for the City to receive proper reimbursement for emergency expenditures and to maintain a historical record of the incident. City staff will maintain thorough and accurate documentation throughout the course of an incident or event. Incident documentation should include:

- Incident and damage assessment reports
- Incident Command logs
- Cost recovery forms
- Incident critiques and After Action Reports (AARs)

1.10 Safety of Employees and Family

All department heads (or designees) are responsible for the safety of employees. Employees should attempt to contact their supervisors and managers within the first 24 hours following an incident. Emergency 9-1-1 should only be utilized if emergency assistance is needed. Agencies and departments with developed COOP plans will establish alternate facilities and staff locations, as applicable. Notification procedures for employee duty assignments will follow the required procedures established by each agency and department.

During biological incidents or public health emergencies such as influenza pandemics, maintaining a resilient workforce is essential to performing the overall response activities required to protect the City and surrounding community from significant impacts to human lives and the economy. Thus, personnel should be provided with tools to protect themselves and their families while they provide health and medical services during a pandemic or other type of public health emergency.

Currently, plans formally addressing the safety and protection of medical personnel and response staff during a biological incident and/or contagious outbreak have not been developed. Safety precautions and personal protective equipment decisions will be specific to the type of incident and will require just-in-time training among the first responder community and other support staff to implement appropriate procedures.

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1. Introduction

If necessary, the Oregon Occupational Safety and Health Administration, in coordination with the Oregon Health Authority, may provide assistance and guidance on worker safety and health issues. While all City agencies and employees are expected to contribute to the emergency response and recovery efforts of the community, employees' first responsibility is to their own and their families' safety. Each employee is expected to develop family emergency plans to facilitate family safety and self-sufficiency, which in turn will enable employees to assume their responsibilities to the County and its citizens as rapidly as possible.

Processes that support employees and their families during emergency situations or disasters should be further developed through ongoing COOP planning.

Exhibit 3

2015 ORS § 399.065¹

Ordering organized militia into active state service

• martial law

- (1) The Governor shall have the power, in case of invasion, disaster, insurrection, riot, breach of the peace, or imminent danger thereof, to order into active service of the state for such period, to such extent and in such manner as the Governor may deem necessary all or any part of the organized militia. Such power shall include the power to order the organized militia or any part thereof to function under the operational control of the United States Army, Navy or Air Force commander in charge of the defense of any area within the state which is invaded or attacked or is or may be threatened with invasion or attack.
- (2) The Governor may order into active service of the state for such period, to such extent and such manner as the Governor may deem necessary units or individuals of the organized militia when in the judgment of the Governor the services of such units or individuals are required for the furtherance of the organization, maintenance, discipline or training of the organized militia or for ceremonial functions of the state government.
- (3) Whenever any portion of the organized militia is employed pursuant to this section, the Governor, if in the judgment of the Governor the maintenance of law and order will thereby be promoted, may by proclamation declare the county or city in which the troops are serving, or any specified portion thereof, to be under martial law. [1961 c.454 §45]

...

(No annotations for this section.)

Related Statutes³

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- 90.472
Termination by tenant called into active state service by Governor
- 105.111
Stay of eviction for state service member
- 399.240
Limitation on rate of interest incurred by state service members during period of active service
- 399.242
Suspension or termination of certain services by service members
- 659A.086
Employment rights of members of organized militia when called into active state service

¹ Legislative Counsel Committee, *CHAPTER 399—Organized Militia*, https://www.oregonlegislature.gov/bills_laws/ors/ors399.html (2015) (last accessed Jul. 16, 2016).

² OregonLaws.org contains the contents of Volume 21 of the ORS, inserted alongside the pertinent statutes. See the preface to the ORS Annotations for more information.

³ OregonLaws.org assembles these lists by analyzing references between Sections. Each listed item refers back to the current Section in its own text. The result reveals relationships in the code that may not have otherwise been apparent.

by Robb Shecter, robb@oregonlaws.org
www.oregonlaws.org

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Exhibit 4

EMERGENCY DECLARATION GUIDELINES

for

LOCAL ELECTED

and

APPOINTED OFFICIALS

September 2015

24 hour service provided by:

Oregon Emergency Response System (OERS)

Telephone: 1-800-452-0311

or 503-378-6377

tty: 503-373-7857

fax: 503-588-1378



Guidelines developed by:

Oregon Military Department
Office of Emergency Management

Telephone: 503-378-2911

fax: 503-373-7833

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MEMORANDUM

Oregon Military Department Office of Emergency Management

DATE: September 2015
TO: Local Elected and Appointed Officials
FROM: Andrew J. Phelps, Director
RE: Guidance on Emergency Declarations

The Office of Emergency Management (OEM) is providing the guidance in this booklet in order to assist and expedite the emergency and disaster declaration process. We have included descriptions of the types of information necessary for the Governor when considering a request for a state of emergency declaration or a request for federal assistance. You will also find legal references that authorize response to requests for disaster assistance.

County and city governing bodies should clearly identify who is authorized to declare a local emergency. It is recommended that each jurisdiction prepare a local draft declaration of emergency that need only be supplemented with essential information on actual impacts should a disaster occur. Appropriate documentation of the initial and projected impacts of an event is required in order to support a request to the Governor for state or federal assistance.

Local Emergency Program Managers and Coordinators are provided extensive training and are generally familiar with the appropriate processes to be followed. They also have access to OEM policy-level staff for questions you may have about the process.

A basic *County Request for State Assistance* document is included as Appendix A of this booklet to serve as a model for the format and information to include in a declaration request to the Governor.

Additional information is available on the OEM website:

<http://www.oregon.gov/OMD/OEM/>

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INTRODUCTION

During times of emergency or disaster the question "*Should we declare an emergency in our City-County?*" is sometimes heard, and the value and importance of doing so is sometimes overlooked. This guide helps to answer these very important questions to assist local elected and appointed public officials in successfully and knowledgably executing their duties during an emergency or disaster.

- What does a declaration do?
- What is the benefit to community leaders in declaring a local emergency?
- What kind of a declaration should be made?
- What should be requested of the Governor?
- What kind of state and/or federal declarations could assist our community?

The answers to these questions depend on a number of factors, such as:

- Scope and magnitude of the event;
- Impact of damage and losses;
- Ability of local jurisdictions to respond;
- Economic health of the area affected;
- Current status of the local government budget;
- Timeframe before the next budget cycle;
- Outlook for known threats to the community until the new budget cycle begins; and
- Number and magnitude of emergencies the jurisdiction has already experienced since the beginning of the last budget period.

TYPES OF DECLARATIONS

This document will address three levels of declarations and the most common ones associated with disasters or emergencies:

- Local
- State
- Federal

Due to the sovereign nation status of Oregon's nine federally recognized Tribal Nations, not all declarations or processes identified herein may be applicable.

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LOCAL DECLARATIONS

Based on local ordinances and state statutes, a local declaration can allow a city or county governing body flexibility in managing resources under emergency conditions such as:

- Diverting funds and resources appropriated for other purposes in order to meet immediate needs.
- Authorizing activation of local emergency operations plans and implementation of extraordinary protective measures.
- Initiating mutual aid and cooperative assistance agreements, and receiving resources from other organizations or individuals.
- Providing specific legal protection for actions initiated under emergency conditions.
- Setting the stage for requesting state and/or federal assistance to augment local resources and capabilities.
- Raising public awareness and encouraging the community to become involved in protecting their resources.

The declaration of a local emergency can be the first step in requesting state resources from the Governor. Local requests for state assistance must include:

- The type of emergency or disaster;
- The location(s) affected;
- Deaths, injuries, population still at risk;
- The current emergency conditions or threat;
- An initial estimate of the damage and impacts;
- Specific information about the assistance being requested; and
- Actions taken and resources committed by local governments (city and county).

OEM will assist local officials in developing and reviewing declarations and requests that would provide appropriate essential assistance in a timely manner.

STATE DECLARATIONS

There are several different types of State level declarations of emergency. Depending on the emergency or circumstances, the Governor and different State agencies have authorities or responsibilities under the below listed Oregon Revised Statutes (ORS).

- ORS 401.165: Declaration of State of Emergency
- ORS 476.510: Emergency Conflagration Act
- ORS 433.441: Proclamation of Public Health Emergency
- ORS 536.740: Drought Declaration
- ORS 823.012: ODOT Emergency Waivers
- ORS 176.775: Energy Resource Emergency
- ORS 561.510: Emergency Quarantine Order

ORS 401.165: Declaration of State of Emergency

The Governor can declare a state of emergency under authority granted in ORS Chapter 401. Under a declaration, the Governor has complete authority over all state agencies and has the right to exercise, within the area designated in the proclamation, all police powers vested in the state by the *Oregon Constitution*.

Under extreme circumstances, a Governor's declaration provides authority for the Governor to suspend provisions of any order or rule of any state agency if the Governor determines and declares that strict compliance with the provisions of the order or rule would in any way prevent, hinder, or delay mitigation of the effects of the emergency.

It also provides for the authority to direct state agencies to utilize and employ state personnel, equipment, and facilities for activities designated to prevent or alleviate actual or threatened damage due to the emergency. This includes the National Guard. It specifies that the Governor may direct the agencies to provide supplemental services and equipment to local governments to restore any services in order to provide for the health and safety of citizens of the affected area.

A state of emergency is usually enacted by a Governor's Executive Order, which establishes directions to, and expectations of state agencies to use available resources to assist local communities and alleviate disaster conditions.

ORS 476.510: Emergency Conflagration Act

The Office of State Fire Marshal assists and supports Oregon fire services during major emergency operations through the Conflagration Act, which can be invoked only by the Governor. The Act authorizes the movement and utilization of "firefighting assets in response to a fire, a heightened danger of fire, or a significant reduction in available firefighting resources."

It is used only for fires that involve or threaten life and structures.

To determine if the Conflagration Act should be invoked, the local fire chief and county fire defense chief assess incident status with the following questions in mind:

- Are there structure fires not controlled due to sheer size and/or speed of the fire?
- Is a wildland fire threatening structures?
- Have all local and mutual aid resources been depleted?
- Would mobile support resources be effective?

If the answers are yes, then the county fire defense chief notifies the State Fire Marshal through the Oregon Emergency Response System. The State Fire Marshal discusses the situation with the county fire defense chief, and then decides if the situation warrants implementation of the Conflagration Act. Once decided, the State Fire Marshal notifies the Governor, who authorizes the act to be invoked.

For more information, see:

http://www.oregon.gov/osp/SFM/Pages/Oregon_Mob_Plan.aspx

ORS 433.441: Proclamation of Public Health Emergency

A Proclamation of Public Health Emergency may be issued by the Governor at request of the State Public Health Director (Oregon Health Authority). This Proclamation was issued during the H1N1 influenza outbreak. It provides for:

- (2)(a) "Close, order the evacuation of, or the decontamination of any facility..."
- (2)(b) "Regulate by any means necessary the use, sale or distribution of food, fuel, medical supplies, medicines or other goods and services."
- (2)(d) "Control or limit ingress/egress... any public area..." (social distancing)

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ORS 536.740: Drought Declaration

A Drought Declaration is issued by the Governor at the recommendation and request of the Drought Council. The oversight of the Drought Council is provided jointly by the Water Resources Division and Oregon Office of Emergency Management. A County local declaration of emergency for drought, requesting state assistance, must be in place prior to the consideration of a state Drought Declaration.

- Issued when a severe, continuing drought exists resulting in a lack of water resources
- Governor may order water conservation or the implementation of curtailments, adjustments, allocations and regulations on water consumers
 - Applies to domestic, municipal and industrial use

ORS 823.012: ODOT Emergency Waivers

A temporary Emergency Waiver may be issued by the Motor Carrier Division Director or the Director of the Oregon Department of Transportation (ODOT). The suspension of certain highway regulations, based on an emergency, may remain in effect for up to 72 hours without a formal Governor's declaration. Specific regulations to which this applies are:

- Vehicle Registration
- Tax
- Size and Weight
- Drivers Hours

Emergency Waivers were issued during the 2014 and 2015 wildfires specifically to allow for additional drivers hours for the delivery of aviation fuel to various airports being used as fueling points by state and federal wildland firefighting assets.

ORS 176.775: Energy Resource Emergency

This type of emergency may apply to gasoline, diesel, oil, natural gas, electricity, etc. An Energy Resource Emergency for a petroleum event may be declared by the Governor at the request of the Director of the Oregon Department of Energy.

1. In the event of a severe and long-term fuel disruption regardless of the cause, ODOE's Director may recommend the Governor declare an Energy Resource Emergency if the following criteria are met:

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- Emergency and essential service providers unable to obtain fuel at any price.
 - Market forces, voluntary fuel conservation, and/or mandatory fuel conservation measures fail to provide for adequate and equitable distribution of fuel.
2. An Energy Emergency Declaration allows the ODOE Director to:
 - Issue Mandatory Fuel Conservation measures to reduce petroleum consumption by all governmental agencies and political subdivisions in the state and
 - Implement the Fuel Allocation Program.
 3. If fuel allocation becomes necessary, ODOE would administer the state's Fuel Allocation Program. The first step is to designate the Set-Aside Volume. The Set-Aside Volume is the amount of fuel ODOE will request from the state's petroleum industry partners (oil companies) to designate solely to support Oregon's response and recovery efforts.
 4. ODOE allocates fuel to the state's priority users performing mission critical functions to preserve life and restore critical infrastructure. This includes:
 - ESF Primary State Agencies
 - 36 County Emergency Management Agencies
 - 11 Tribal Nations
 5. Odd/Even Fuel Allocation - During a fuel supply shortage situation, the need for a method to alleviate potentially long lines at retail service stations may arise. ODOE could implement the Odd/Even Fuel Allocation Measure for the public. This measure is designed to help space purchases of gasoline and aids in its equitable distribution.

ORS 561.510: Emergency Quarantine Order

ORS 561.510 provides the Director of the Oregon Department of Agriculture (ODA) with broad quarantine authorities. There are two additional statutes which also apply:

ORS 596.392(3) and (4) - Authority of department relating to disease control, and
 ORS 596.402 - Authority to summarily quarantine areas

An emergency quarantine order may be issued by the ODA Director when an animal is found to be diseased, and/or suspected to be infected with a disease. The order may prohibit movement of specific animals, all animals on a specific property, or all animals or animal products within a designated quarantine area.

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Emergency quarantine areas were most recently established in the 2014/2015 winter for diagnosed cases of Avian Influenza in two Oregon counties.

FEDERAL DECLARATIONS

As with state declarations, there are various forms of federal emergency declarations available. They generally fall into one of three main categories:

- Presidential
- Secretarial
- Agency

Presidential Declarations

Probably the most familiar, but not the most common, disaster assistance programs are those provided under a Presidential declaration of Emergency or Major Disaster via the *Robert T. Stafford Emergency Relief and Disaster Assistance Act, P.L. 93-288*, as amended. These Presidential declarations can provide funding and/or technical assistance from numerous federal agencies under the coordination of the Federal Emergency Management Agency (FEMA).

The Stafford Act provides resources to assist states in expediting aid, assistance, and emergency services, and reconstructing and rehabilitating devastated areas.

There are two types of Presidential Declarations:

- **"Emergency"** means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States."
- **"Major disaster"** means any natural catastrophe... or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby. "

The process for implementing federal emergency response under the Stafford Act is outlined in the *National Response Framework*. Legal details for implementing the provisions of the Stafford Act are contained in the *Code of Federal Regulations, Title 44*.

Some Stafford Act disaster assistance programs have a cost-share, often 75% federal and 25% non-federal. The non-federal match may be either hard (cash) or soft (in-kind, such as volunteer hours) or a combination of the two.

Only the Governor of a state may request a Presidential emergency or major disaster declaration, and this must be done within 30 days of the "end date" of an emergency or disaster. The process to do so is outlined below:

- County declaration(s) of emergency in place
- State declaration of emergency in place
- County Initial Damage Assessments (IDAs) completed and submitted to OEM
- OEM complies all damage/impact information and determines if:
 - Each county has met their minimum federal threshold (for Public Assistance (PA)) in damages
 - The State of Oregon has met its minimum federal threshold in damages and impacts
 - The damage figures are sufficient to meet the federal PA threshold figures to request a joint local-state-federal Preliminary Damage Assessment (PDA) be conducted
- If yes, a joint PDA is conducted and based on the findings, a recommendation is made to the Governor to request a Presidential Declaration and the types of federal assistance needed. (See page 20 for detailed steps)

FEMA: Fire Management Assistance Grant Declaration

The Fire Management Assistance Grant (FMAG) is a FEMA program authorized under the Stafford Act specifically for wildland fires which meet certain criteria:

- State must meet/exceed fire cost thresholds
- Requested by Oregon State Forester via the Governor
 - Fire must be burning and out of control
 - Threatens to become major disaster
 - Lives and improved property threatened

An FMAG Declaration is authorized by the FEMA Regional Administrator and at his/her discretion may be pre-dated to the actual fire start date, rather than the date of request from the State of Oregon.

The grant is similar to the Public Assistance (PA) program under a Presidential declaration in that it provides 75% federal cost share reimbursement. Eligible firefighting costs may include:

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<http://www.fsa.usda.gov/FSAN>

More information on Farm Service Agency programs may be found via:

The FSA has local offices throughout the state, usually co-located with the Oregon State University (OSU) Extension Service, and often with the Natural Resources Conservation Service (NRCS) and/or the local soil and water conservation district office. Encourage your Local Emergency Program Manager to develop a relationship with the local office of the FSA, NRCS, and OSU Extension.

- Noninsured Assistance Program
- Emergency Conservation Program
- Emergency Haying and Grazing Assistance

The following programs can also be activated by the FSA *without* a disaster declaration:

Some FSA programs can be made available *without* a determination by the U.S. Secretary of Agriculture. For example, the FSA Administrator may make emergency loans available to farmers with qualifying physical (not production) losses without an action by county or state government.

The Farm Service Agency (FSA) may request the Secretary to declare a *disaster for a natural hazard event for an Agricultural Sector* and does not require a Presidential declaration.

Federal Drought Declarations can be issued without a local or state request.

The *Food Distribution Disaster Assistance Program* supplies USDA Foods to disaster relief organizations such as the American Red Cross, Oregon Food Bank and the Salvation Army for mass feeding or household distribution.

U.S. Secretary Department of Agriculture

Secretarial Declarations

- Expenses for field camps
- Equipment use
- Repair and replacement
- Tools
- Materials and supplies
- Mobilization and demobilization activities

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Federal Highway Administration (FHWA)

The FHWA Program called Emergency Relief (ER) helps pay for the repair of roads and bridges on federal aid highways and on non-federal aid roads on federal lands, which have been damaged by a natural disaster or catastrophic failure. Assistance through the ER Program can be rendered with or without a Presidential major disaster declaration. Authority for providing ER to states can be found at Title 23, USC, Section 125.

Highways are eligible for ER funds if:

- The highway is classed a major collector or above;
- The Governor declares a state of emergency in the affected county or counties. In some cases the Governor will make a state of emergency declaration strictly in order to request FHWA Emergency Relief;
- Estimated cost of repairs to FHWA eligible highways statewide due to the disaster total at least \$750,000; and
- There is a favorable finding of eligibility by FHWA.

Local government application for Emergency Relief is made through the Highway Division of the Oregon Department of Transportation (ODOT); it assists local road departments and public works agencies with application, preparation of necessary documentation, and in establishing funding and reimbursement mechanisms.

More information on Federal Highway Administration ER may be found via:

<http://www.fhwa.dot.gov/programadmin/errelief.cfm>

Agency Declarations

U.S. Small Business Administration

Small Business Administration (SBA) disaster loans can be made available to homeowners, renters, and businesses by means of a declaration by the SBA Administrator or the President. These low-interest loans are made to help disaster-affected persons and businesses recover. The interest rate varies depending on the availability of loans and other economic factors. Types of loans available are:

- Physical Disaster Loans - homeowners, renters, and businesses

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- Flood fighting in urban and other non-agricultural areas under certain conditions
- Technical assistance
- Emergency water support and drought assistance
- "Advance measures" assistance to prevent or reduce flood damage conditions of imminent threat of unusual flooding
- Rehabilitation of eligible flood protection systems if damaged by a flood event

• Issued by the Chief of Engineers, acting for the Secretary of the Army

Flood Control and Coastal Emergency Act (PL 84-99)

Assistance to individual homeowners and businesses, including agricultural businesses, is not authorized. Also, USACE has no authority to reimburse local governments for the costs of local emergency response and recovery actions.

All requests from local officials for USACE assistance must be made through OEM. OEM works with appropriate USACE officials and advises the Governor on how to proceed with the request. Most assistance requires a written request from the Governor.

USACE can assist state and local governments without a Presidential declaration to accomplish mitigation, response, and recovery, especially for the flood hazard. They are supplemental resource support to local and state government.

U.S. Army Corps of Engineers (USACE)

http://www.sba.gov/disaster_recov/index.html

SBA loans may also involve restructuring debt load at a lower interest rate. To be approved for an SBA loan, applicants must show the ability to repay the loan. More information on Small Business Administration disaster programs may be found via:

- Criteria for an economic injury declaration are that at least five small businesses in the state have suffered substantial economic injury due to a sudden physical event, and there is not reasonable financial assistance available in the area.
- Criteria for a physical disaster declaration are that in any county, a combination of at least 25 homes and businesses have each sustained uninsured losses of 40% or more of their pre-disaster fair market value;

• Economic Injury Disaster Loans - small businesses only
 These loans require data gathering by the local jurisdiction to support the request:

1 Sandbags are only available to communities which have made a good faith effort to stock a supply prior to a flood, and only after mutual aid and/or state resources have been engaged.

2 If USACE is not actively participating in a flood fight, federal supplies may be furnished only if local resources are exhausted or will be exhausted; under such circumstances, supplies must be replaced in-kind or paid by local interests. All unused stock should be returned or reimbursed to the federal government at replacement cost.

This program is an exception in that local governments, such as diking and drainage districts, have a direct relationship with USACE. *This program does not require local governments to go through OEM.* It assists local governments to repair flood control structures damaged or destroyed by wind, wave, or water action to their pre-disaster condition if:

Rehabilitation Program

"Ten Day Authority" requires a Governor's request to both USACE and to FEMA. The ten days begin with the Governor's request to FEMA for a joint Preliminary Damage Assessment (PDA) and ends after ten days or with receipt of a Presidential major disaster or emergency declaration, whichever comes first. Once the declaration has been made, USACE resources can continue to assist, but a non-federal cost-share begins, usually at a rate of 25%.

- Removing logs, debris, and ice jams from drainage channels, bridge openings, water supply intakes, and sewer outfalls;
- Removing debris as necessary to reopen vital transportation routes;
- Assisting in the temporary restoration of critical public services or facilities;
- Providing emergency water - this is limited to 30 days or up to the date of the Presidential declaration, whichever comes first;
- Providing technical assistance; and
- Assisting in identifying hazard mitigation opportunities.

• Under post-flood response, also known as "Ten Day Authority," USACE can assist in:

- Temporarily raising the elevation of existing levees with sandbags or by other means;
- Strengthening and providing emergency repairs to levees and other flood control projects;
- Evacuating people and assisting in search and rescue operations;
- Providing materials and equipment, such as sandbags¹, plastic sheeting, lumber, rock, and pumps, if USACE is actively participating in a flood fight²;
- Providing twenty-four hour technical assistance during the event; and
- Loaning equipment or emergency contracting of equipment.

• These resources are directed at flood and coastal storm response such as:

- Provide without cost to the United States all lands, easements, and rights-of-way necessary;
- In many circumstances USACE assistance requires that the public sponsor agree to conditions similar to the following:

Conditions of USACE Assistance

Costs associated with removing a measure, or upgrading it to a permanent facility, are generally borne by the local or state government sponsor.

- Relieving the threat of flooding from possible dam failures by de-watering the impoundment, controlled breaching, or strengthening the structure.
- Channel clearance and/or dredging of federal projects to restore original design capacity; and
- Construction of temporary levees to protect life and improved property;
- Strengthening of federal and non-federal flood control structures;

Types of assistance can include:

Under this program USACE can conduct preventative work due to the prediction of unusual flooding. This may have applications for ice jam removal, snowmelt flooding, unusual flooding on the lower reaches of larger watersheds, etc. There must be an imminent threat to life or improved property. There must also be a reasonable assurance that the work can be completed in time to prevent or reduce damages, and the proposed work must be both technically feasible and cost-effective.

Advanced Measures

USACE can provide 100% federal funding if the water control structure, usually a levee, was built by USACE, and has since been properly maintained. It is an 80% federal and 20% non-federal cost-share if the levee or other structure meets USACE standards, but was locally built. The sponsor has 30 days to request rehabilitation assistance following a flood or coastal storm.

- The structure has a public sponsor;
- Has been properly maintained by the sponsor; and
- The proposed rehabilitation is cost-effective.

- Hold and save the United States free from damages due to the authorized work, exclusive of damages due to the fault or negligence of the United States or its contractor; and

If feasible, operate and maintain the emergency work or remove temporary work constructed by USACE or its contractor.

More information on USACE disaster programs may be found via:

<http://www.usace.army.mil/Emergency/Pages/home.aspx>

PROCESS FOR REQUESTING ASSISTANCE

These guidelines are provided in accordance with provisions in ORS Chapter 401. They are intended as guidance related to situations that occur in local jurisdictions which require state or federal assistance.

Governor's state of emergency declarations are made at the request of a county governing body after determining that an emergency has occurred or is imminent. Cities must submit requests for assistance through the governing body of the county in which the majority of the city's property is located with the expectation that the county will first try to assist the city before asking the state for assistance.

Each event that is likely to result in a request for state or federal assistance must be evaluated to determine the nature and magnitude of the losses that have occurred or are imminent and to identify what local and state resources have been expended or applied to alleviate disaster conditions.

If it appears that state or federal assistance may be needed to augment local resources, it is essential that the jurisdiction conduct a quick but accurate initial Damage Assessment.

The Local Emergency Program Manager or their designee coordinates this effort with OEM. It is recognized that circumstances may preclude the inclusion of all of the information listed below. However, an effort should be made to include as much as possible prior to requesting a Governor's declaration.

- Specify the area(s) of impact and describe the emergency situation as it exists within the impacted area(s).
- Describe the severity of the situation and the effect on lives, public health and safety,

Once the local jurisdiction has conducted an IDA and a request for federal assistance is anticipated, the Director of the Office of Emergency Management may request the FEMA regional office to conduct a joint PDA. This involves a team of local, state, and federal

- What situations exist that require assistance from state or federal resources?
- What local government resources or assets have been expended, resulting in shortfalls?
- Describe in as much specificity as possible disaster related unmet needs:
 - Has the local jurisdiction committed all available local resources to alleviate the emergency, such as mutual aid/cooperative assistance agreements?
 - Has the local jurisdiction's emergency operations center been activated?
 - Has the local jurisdiction's governing body declared an emergency and implemented their emergency operations plan?
- Identify the efforts local jurisdictions have taken to resolve the situation:
 - To the extent possible, provide supporting documentation of damage, losses, costs, and impacts.
 - Agriculture
 - Housing
 - Vital community businesses and private nonprofit organizations which provide essential services to the general public
 - Public infrastructure, including debris clearance, emergency response costs, transportation systems, dams and levees, public buildings and equipment, and public utilities such as water, sewer, electricity, etc.
 - Health and mental health services
 - Communication resources
 - Public safety and emergency services, such as firefighting, law enforcement, hazardous materials response, emergency medical services and hospitals
- Identify and evaluate the severity and magnitude of impacts that have or are expected to occur in the following areas:
 - and property. Particular attention should be paid to special populations such as elderly or handicapped, who may be less able to manage on their own.

Large Scale Disruptions of Normal Community Functions and Services

If critical facilities, such as hospitals, fire and police stations, water or sewage treatment facilities, etc. are seriously affected, and state and local government cannot adequately correct the problem or address the impacts, federal assistance may be warranted.

Critical Facilities

Attention will be paid to special populations, such as the elderly or disabled, who might be more likely to face threats to life, health, and safety.

Special Populations and Considerations

If there are significant threats to the lives, health, or safety of individuals that cannot be met with state, local, and/or voluntary organization resources, federal assistance may be warranted. For example, if critical facilities are affected such as water treatment or distribution, federal assistance might be necessary if state and local government cannot meet the emergency needs.

Threat to Life, Health, or Safety

Federal evaluation will focus on the following factors:

Some agencies may provide specific resources without the need for a Presidential declaration through existing emergency authorities. Considering all factors, FEMA will make a recommendation to the President.

For all requests under the Stafford Act, FEMA will evaluate the severity, magnitude, and impact of the event, and will evaluate whether the impact appears to exceed state and local capabilities, and whether there are federal resources which may be appropriate to address severe, disaster related needs.

PRESIDENTIAL DECLARATION EVALUATION FACTORS

personnel jointly validating the local IDA. Such an assessment will assist the Governor in determining whether federal assistance is necessary, and it could serve to support a request for a Presidential emergency or major disaster declaration. The request and supporting information from local officials must be submitted to the Governor through the Office of Emergency Management as prescribed under ORS 401.165. If it is determined that local and state resources are insufficient to meet the needs of the area impacted, the Governor may submit a request to the President through the FEMA Regional Director or directly to a federal agency for assistance.

If disruptions of normal community functions and services occur that threaten the well being of an economic base of the community, and cannot be corrected with state or local assistance, federal assistance may be warranted.

Technical Assistance

There may be situations where there are not significant impacts, but states may need technical assistance, such as that provided by the U.S. Army Corps of Engineers.

For more information on the assistance outlined in this guidebook, the following web links may prove helpful:

<http://www.oregon.gov/OMD/OEM/>

Office of Emergency Management

<http://www.oregon.gov/OSP/SFM/>

Office of State Fire Marshal

<http://www.fema.gov/>

Federal Emergency Management Agency

<http://www.fsa.usda.gov/FSAI/>

Farm Service Agency

http://www.sba.gov/disaster_recov/index.html

U.S. Small Business Administration

<http://www.usace.army.mil/Emergency/Pages/home.aspx>

U.S. Army Corps of Engineers

<http://www.fhwa.dot.gov/programadmin/erelief.cfm>

Federal Highway Administration

<http://www.atcouncil.org>

Applied Technology Council

APPENDIX A: Sample County Request for State Assistance

APR-07-2011 17:16 From: Tol 915033737823256 Page: 1

DECLARATION OF EMERGENCY

BEFORE THE COUNTY COURT
FOR HARNEY COUNTY, OREGON

In the Matter of Declaring
A State of Emergency within
Harney County
)
)
RESOLUTION # 2011-04

This matter comes before the Harney County Court at an emergency meeting on April 7, 2011 involving a disaster situation created by flooding of the Silves River throughout the county; and

WHEREAS, the County of Harney, having exhausted all their resources; and

WHEREAS, the emergency situation appears to be of such a magnitude and severity, with the likelihood of continuing flooding for the next several days, that it is beyond the County's response capability; now, therefore

BE IT RESOLVED that the County Court, under the emergency powers granted by ORS 401.305, 401.309, and 401.065 declare that a "State of Emergency" exists within Harney County due to the fact that local resources are depleted and request the Governor declare Harney County a disaster area. Further, the Harney County Office of Emergency Management and Sheriff's Department are hereby directed to take all necessary steps authorized by law to secure the persons and property of the citizens of Harney County. State assistance is requested immediately and includes the following:

- Manpower
- Sand bagging machine
- High capacity water pumps

DATED this 7th day of April, 2011.
HARNEY COUNTY COURT

Judge
[Signature]
Commissioner
[Signature]
Commissioner
[Signature]

Forward to Oregon Emergency Management Office at 6:00 p.m. on April 2011.

PRR-07-2011 18:47

56X

P. 01

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APPENDIX B - Wildfire Declarations*

PRESIDENTIAL MAJOR DISASTER DECLARATION	FEDERAL DECLARATION OF EMERGENCY	FIRE MANAGEMENT ASSISTANCE GRANT DECLARATION	DECLARATION OF STATE OF EMERGENCY	CONFLAGRATION DECLARATION
<p>President declares when disaster has caused damage of such severity that it is beyond combined capabilities of state and local governments to respond; must meet cost threshold</p>	<p>President declares when disaster has caused damage of such severity that it is beyond combined capabilities of state and local governments to respond</p>	<p>FEMA Regional Administrator approves FMAG upon request by State Forester when fire or fire complex threatens such destruction as would constitute a major disaster; must meet cost threshold</p>	<p>Governor declares at the request of a county or upon determining emergency has occurred or is imminent</p>	<p>Governor declares at the request of the Oregon State Fire Marshal (upon receiving the request from local authorities)</p>
<p>Depending upon request and rules, assistance can be applied to debris removal, emergency protective measures, and infrastructure (government or certain private non-profit), hazard mitigation assistance, and very rarely individual assistance to homeowners and renters for non or under insured loss of primary residence and essential personal property</p>	<p>Depending upon request and rules, assistance can be applied to debris removal and emergency protective measures, may provide direct federal assistance</p>	<p>Criteria used to evaluate threat:</p> <ol style="list-style-type: none"> 1. Threat to lives and improved property, infrastructure, critical facilities / request and rules, assistance can be applied to debris watershed 2. Availability of state / local firefighting resources 3. High fire danger conditions 4. Potential major economic impact 	<p>Provides Governor with broad authority; authority can be limited within the declaration (see, for example, "Open Plan Smokey" declaration which limits applicability to Oregon National Guard)</p>	<p>Provides structural protection through task forces mobilized from fire-fighting forces around the state when the ability to fight a fire exceeds local capabilities and threat to life and structure exists</p>
<p>Federal cost share is 75% of eligible costs not covered by FMAG</p>	<p>Federal cost share is not covered by FMAG</p>	<p>Federal cost share is 75% of eligible costs incurred (costs of equipment and supplies, labor, travel and per diem, temporary repairs, etc)</p>	<p>Financial responsibility for actions depends upon terms of declaration</p>	<p>State of Oregon reimburses local fire-fighting forces for expenses when mobilized under a Conflagration Declaration</p>
<p>Act Emergency Assistance Disaster Relief and Robert T Stafford</p>	<p>Act Emergency Assistance Disaster Relief and Robert T Stafford</p>	<p>Act Emergency Assistance Disaster Relief and Robert T Stafford</p>	<p>ORS 401.165 et seq</p>	<p>ORS 476.510 et seq</p>

*** CAVEATS and ADDITIONAL INFORMATION**

* Many of these rules apply only when a fire has occurred on PROTECTED LANDS
 * The information contained in this document is simplified—exceptions and nuances often apply
 * For more information on federal disaster rules and regulations, please see DisasterAssistance.gov

Exhibit 5

RESOLUTION 18-2014

A RESOLUTION ADOPTING THE FALLS CITY EMERGENCY OPERATIONS PLAN.

FINDINGS:

1. The City of Falls City is the identified disaster agency for the City and is responsible for the planning and coordination of the local disaster services.
2. Falls City is vitally interested in effectively administering to the needs of the public in the event of a serious emergency.
3. It may be necessary to seek assistance of agencies outside the City organization and the Emergency Operations Plan provides such information or resources.

NOW THEREFORE,

THE COMMON COUNCIL OF THE CITY OF FALLS CITY RESOLVES AS FOLLOWS:

Section 1. The Falls City Emergency Operations Plan, which is attached hereto and incorporated herein by this reference is hereby approved and adopted by this Resolution.

Section 2. This Resolution was duly PASSED and ADOPTED by the Falls City Council this fourteenth (14) day of August 2014, and takes effect upon signing by the Mayor.

Approved:

8/14/14

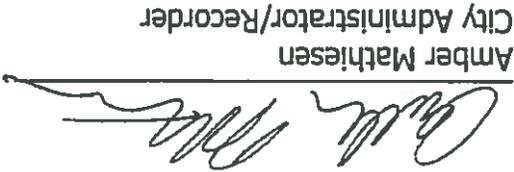
Date


Amy Houghtaling, Mayor

Attest:

8/14/14

Date


Amber Mathiesen
City Administrator/Recorder

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AGENDA REPORT

TO: COUNCIL
FROM: MAYOR UNGRICHT
SUBJECT: CODE ENFORCEMENT
DATE: 08/30/2016

SUMMARY
At the Council Work Session held on August 4, 2016 code enforcement issues were a major complaint.

BACKGROUND

The City of Falls City has been without a code enforcer for a couple of years and our court has not been active. This has been a concern of our resident, Councilor's, and staff. Staff has explored different funding possibilities, ways to contract out our court services, and other solutions to our problem that we can afford.

Staff would like to have Council input on developing a volunteer citizen board to rule on the enforcement cases. The City of Detroit set up a program that their court was a volunteer citizen. I have talked with the City Attorney and he thought with the proper Ordinance changes we could make it work; he gave a rough estimate of \$1500.00 to help set up the necessary code modifications.

Under this method we would hire a contract code enforcer to investigate the violations, negotiate with the property owner to abate the problem, issue citations for the properties that do not comply, and build case to present to the panel for a ruling.

PREVIOUS COUNCIL ACTION

N/A

ALTERNATIVES/FINANCIAL IMPLICATIONS

\$1500.00 to \$2000.00 to set up and unknown amount for contracting a code officer.

STAFF RECOMMENDATION

N/A

EXHIBIT

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PROPOSED MOTION

I move the Falls City Council instruct staff to work with the City Attorney to develop Ordinances that sets up a process for a volunteer panel to hear code enforcement cases.

**Mayor's Report,
September 8, 2016 Council Meeting**

We are moving forward on closing out a lot of the projects we were awarded grants. The South Main project is semi-scheduled to mobilize at the end of September, once the paving is done and inspected by DOT we will submit for the \$50,000.00 small cities allocation. We finished up the low to moderate income survey and as soon as I receive the bill we will bill out for the \$2360.00 for the IFA grant we were awarded. The Water Master Plan should be finalized for Council, IFA, and OHA approval, as soon as it is accepted we will bill out for the \$20,000 grant we were awarded from IFA. So we have been spending out a lot of funds on these projects, which makes me nervous to see the balances going in the wrong direction, but I will feel better when we start getting some of the reimbursement in and these projects are closed out.

With the successful results on the low to moderate income study, I have been meeting with the City Engineer on steps to move forward on the wastewater facility plan. After meeting with Westech I am confident that we have made the right decision on awarding the contract to them. I will be meeting with Michelle Bilberry from IFA and Renate from COG to submit the intake form, which is due by 9/06, to qualify for the last quarter of CDBG funding. If our intake is accepted we will have until the end of September to submit the full grant. Thanks go to all of our staff in helping gather the required information, keep your fingers crossed that we get it done in time.

Neighborhood Watch seems to be off to a good start, we have around 16 volunteers already and will be holding our 2nd meeting on September 22nd at 6:30 pm. We are still weak in area participants from the North side of town, but hopefully with the team making contacts it will draw more participants. I will be developing a Facebook page for the group and we will start to receive training from the Sheriff's office. Next meeting the group is tasked to bring a couple of concerns to discuss and we will narrow it down to one or two to set as a goal.

It is already time for our quarterly meeting with the School on any joint issues and the status of the library levy. Meeting will be on the 22nd of September at 5:30 pm at the High School. I have not heard much movement on the levy; I think we still need to look at if we are going to get it on the ballot by the 2017 November election. If we are not going to get citizen participation we will need to review our options before the 2017/18 budget. In other words there needs to be movement on organizing the citizen committee to educate and push for the levy or we might want to revisit how long we want to keep expending the Wagner funds.

I am waiting on the project engineering numbers on the Dutch Creek FEMA project, once they are accepted by FEMA we will forward to IFA for their approval. Polk County has really helped us out by managing this project; it would not have been done without their help.

MONTHLY EXPENSE REPORT

MAYOR UNGRICHT

08/05/2016:	25 Miles, Monmouth Bank.
08/09/2016:	25 Miles, Monmouth Bank.
08/10/2016:	25 Miles, Monmouth, Bank.
08/12/2016:	52 Miles, Salem, Small Cities Meeting LOC.
08/15/2016:	25 Miles, Monmouth, Bank.
08/17/2016:	25 Miles, Monmouth, Bank.
08/19/2016:	25 Miles, Monmouth, Bank.
08/21-08/23/2016:	246 Miles, Seaside water class.
08/24/2016:	25 Miles, Monmouth Bank.
08/26/2016:	54 Miles, Salem, Engineers on wastewater.
08/29/2016:	54 Miles, Monmouth, Bank, Salem Engineers on wastewater.
08/30/2016:	20 Miles, Dallas DMV and Dallas City for lien release.

601 miles x .54 = \$324.54 mileage.

Total reimbursement = \$ 324.54

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Public Works Staff Report for August, 2016

- Monday, 1 Work up at the WTP grounds.
- Tuesday, 2 Building maintenance WTP.
- Wednesday, 3 State inspection, Oregon health department.
- Thursday, 4 Water and Sewer samples, upper park maintenance.
- Friday, 5 Dove and inspected in side of city reservoir, upper park rest room maintenance.
- Saturday, 6 Routine water and sewer, Valsets reunion
- Sunday, 7 Routine water and sewer.
- Monday, 8 Start working on water service at Frinks Store,
- Tuesday, 9 HBH Engineering, WTP and intakes.
- Wednesday, 10 Went into Salem parts, mowing upper and lower cemetery.
- Thursday, 11 Restrooms maintenance, trimming hedges at community center, bulk water sales.
- Friday, 12 Community Center Grounds maintenance, upper park maintenance, Old Timers Picnic.
- Saturday, 13 Routine water and sewer, Old Timers Picnic.
- Sunday, 14 Routine water and sewer.
- Monday, 15 Park maintenance.
- Tuesday, 16 Delivery of delinquent account notices.
- Wednesday, 17 Paper work WTP.
- Thursday, 18 Park maintenance, had to pull picnic table out the river.
- Friday, 19 Filled pot holes up around town, work at WWTP, filled bellows with air.
- Saturday, 20 Sunday, 21 Routine water and sewer.
- Monday, 22 Did physical shut offs on delinquent accounts.
- Tuesday, 23 Hach company, came out and calibrate all of city instruments at the WTP.
- Wednesday, 24 Finish up on concrete South Main, meeting with HBH Engineering.
- Thursday, 25 Meter reading.
- Friday, 26 Finish meters.
- Saturday, 27 Sunday, 28 Routine water and sewer.
- Monday, 29 Did rereads, high consumption, work at WTP.
- Tuesday, 30 Working on water service on Mitchell.

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Wednesday, Meet with Luckaimunt water, Salem for parts.