

# Notice of Public Meeting

# Notice of Council Meeting

## AGENDA

### CITY COUNCIL - CITY OF FALLS CITY, OREGON

Meeting Location: 320 N Main Street, Falls City

Thursday March 12, 2015 7:00 p.m.

Posted on March 6, 2014

- 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 .....page 2 - 6  
B) Approval of Minutes February 12, 2015 ..... page 7 - 25  
C) Water Leak Adjustments – Brownell .....page 26 - 27
- 4) **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.
- 5) **New Business:**  
A) Safety Levy, .....page 28  
B) Goal Setting Session Update ..... page 29  
C) Heal Grant Update.....page 30 - 32  
D) Assistance to Firefighter Grant Update.....page 33  
E) City Attorney RFP Update.....page 34 - 46  
F) Waste Water Pump Repair.....page 47  
G) Additional Repairs to the Community Center’s Ventilation System .....page 48  
H) Water purchase agreement, Resolution 01-2015.....page 49 - 55  
I) Committee Appointment and resignation letter.....page 56 - 59
- 6) **Correspondence, Comments, and Ex-Officio Reports**  
A) Council Reports  
B) Mayor Reports  
C) City Manager Reports  
Fire Department Monthly Report .....page N/A  
Public Works Department Monthly Report .....page 60 - 61  
Library Monthly Report .....page 62
- 7) **Council Announcements**  
A)  
B)
- 8) **Adjourn**

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**City of Falls City**  
**Paid Bills Report**  
As of February 5, 2015

<u>Date</u>	<u>Memo</u>	<u>Account</u>	<u>Class</u>	<u>Amount</u>
<b>A Team Locksmiths, Inc</b>				
2/5/2015	Inv 4799	Accounts Payable		-22.50
2/5/2015	Duplicate Key	Bathroom Maint/Repair	01 GENERAL FUND:01.0...	22.50
<b>Total A Team Locksmiths, Inc</b>				<b>0.00</b>
<b>Buhler &amp; Meyer CPA's LLP</b>				
2/5/2015		Accounts Payable		-793.60
2/5/2015	35% Admin Inv 12/31/2...	Professional Services	01 GENERAL FUND:01.0...	277.76
2/5/2015	5% Court Inv 12/31/2014	Professional Services	01 GENERAL FUND:01.0...	39.68
2/5/2015	10% Street Inv 12/31/2...	Professional Services	11 STREET FUND	79.38
2/5/2015	15% Sewer Inv 12/31/2...	Professional Services	13 SEWER FUND	119.04
2/5/2015	35% Water Inv 12/31/2...	Professional Services	20 WATER OPERATING ...	277.76
<b>Total Buhler &amp; Meyer CPA's LLP</b>				<b>0.00</b>
<b>Complete Wireless Solutions</b>				
2/5/2015		Accounts Payable		-115.00
2/5/2015	Fire Radios	Equipment O&M	01 GENERAL FUND:01.0...	115.00
<b>Total Complete Wireless Solutions</b>				<b>0.00</b>
<b>Dallas Auto Parts</b>				
2/5/2015		Accounts Payable		-67.99
2/5/2015	inv #219184 & 220256	HEAL Cities Grant	01 GENERAL FUND	67.99
<b>Total Dallas Auto Parts</b>				<b>0.00</b>
<b>Home Comfort, Inc</b>				
2/5/2015		Accounts Payable		-105.50
2/5/2015	50% Fire Inv # 7011	Community Center Ma...	01 GENERAL FUND:01.0...	52.75
2/5/2015	12.5% Water #7011	Community Center Ma...	20 WATER OPERATING ...	13.18
2/5/2015	12.5% Sewer #7011	Community Center Ma...	13 SEWER FUND	13.19
2/5/2015	12.5% Street #7011	Community Center Ma...	11 STREET FUND	13.19
2/5/2015	12.5% Admin #7011	Community Center Ma...	01 GENERAL FUND:01.0...	13.19
<b>Total Home Comfort, Inc</b>				<b>0.00</b>
<b>Net Assets Corporation</b>				
2/5/2015		Accounts Payable		-11.00
2/5/2015	50% Lien service -66-2...	Professional Services	13 SEWER FUND	5.50
2/5/2015	50% Lien service - 66-2...	Professional Services	20 WATER OPERATING ...	5.50
<b>Total Net Assets Corporation</b>				<b>0.00</b>
<b>Verizon Wireless</b>				
2/5/2015	Acct 671562184	Accounts Payable		-66.70
2/5/2015	January	Telephone	01 GENERAL FUND:01.0...	59.98
2/5/2015	January	Telephone	01 GENERAL FUND:01.0...	6.72
<b>Total Verizon Wireless</b>				<b>0.00</b>
<b>Xerox Corporation</b>				
2/5/2015	076736562	Accounts Payable		-172.58
2/5/2015	65% Use	Copier Lease/Mainten...	01 GENERAL FUND:01.0...	112.18
2/5/2015	10% Use	Copier Lease/Mainten...	11 STREET FUND	17.26
2/5/2015	10% Use	Copier Lease/Mainten...	13 SEWER FUND	17.26
2/5/2015	15% Use	Copier Lease/Mainten...	20 WATER OPERATING ...	25.88
<b>Total Xerox Corporation</b>				<b>0.00</b>
<b>TOTAL</b>				<b>0.00</b>

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**City of Falls City**  
**Paid Bills Report**  
As of February 12, 2015

<u>Date</u>	<u>Memo</u>	<u>Account</u>	<u>Class</u>	<u>Amount</u>
<b>CenturyLink</b>				
2/12/2015	multiple phone bills	Accounts Payable		-419.83
2/12/2015	January	Telephone	01 GENERAL FUND:01.0...	182.33
2/12/2015	January	Telephone	20 WATER OPERATING ...	65.95
2/12/2015	January	Telephone	01 GENERAL FUND:01.0...	171.55
<b>Total CenturyLink</b>				<b>0.00</b>
<b>Dallas Auto Parts</b>				
2/12/2015		Accounts Payable		-4.06
2/12/2015	inv #224225	Equipment Maintenanc...	01 GENERAL FUND:01.0...	1.02
2/12/2015	inv # 224225	Equipment Maintenanc...	11 STREET FUND	1.02
2/12/2015	inv #224225	Equipment Maintenanc...	20 WATER OPERATING ...	1.01
2/12/2015	inv #224225	Equipment Maintenanc...	13 SEWER FUND	1.01
<b>Total Dallas Auto Parts</b>				<b>0.00</b>
<b>Edge Analytical</b>				
2/12/2015	inv#, 15-02314	Accounts Payable		-20.00
2/12/2015	Lab Service 15-02314	Lab Analysis Services	20 WATER OPERATING ...	20.00
<b>Total Edge Analytical</b>				<b>0.00</b>
<b>Falls City Fire Association</b>				
2/12/2015		Accounts Payable		-916.66
2/12/2015	Donation to Falls City F...	Point System	01 GENERAL FUND:01.0...	916.66
<b>Total Falls City Fire Association</b>				<b>0.00</b>
<b>Falls City School District #57</b>				
2/12/2015		Accounts Payable		-5,271.51
2/12/2015	Librarian 10/01/2014 - ...	Professional Services	01 GENERAL FUND:01.0...	5,271.51
<b>Total Falls City School District #57</b>				<b>0.00</b>
<b>Ferguson Waterworks</b>				
2/12/2015	Account: 50936   Invoic...	Accounts Payable		-76.98
2/12/2015	Inv #0444990	Maintenance Supplies	20 WATER OPERATING ...	76.98
<b>Total Ferguson Waterworks</b>				<b>0.00</b>
<b>Frink's General Store</b>				
2/12/2015		Accounts Payable		-109.93
2/12/2015	Water, Batteries, Tide	Operational Supplies	01 GENERAL FUND:01.0...	109.93
<b>Total Frink's General Store</b>				<b>0.00</b>
<b>Industrial Welding Supply, Inc</b>				
2/12/2015	order #395958-00	Accounts Payable		-92.88
2/12/2015	INV# 730184	HEAL Cities Grant	01 GENERAL FUND	92.88
<b>Total Industrial Welding Supply, Inc</b>				<b>0.00</b>
<b>MNOP</b>				
2/12/2015		Accounts Payable		-677.15
2/12/2015	16030	Power/Heat	01 GENERAL FUND:01.0...	445.72
2/12/2015	16029	Vehicle Operation	01 GENERAL FUND:01.0...	231.43
<b>Total MNOP</b>				<b>0.00</b>

**City of Falls City**  
**Paid Bills Report**  
As of February 19, 2015

Date	Memo	Account	Class	Amount
<b>Consumers Power Inc</b>				
2/19/2015	Account # 1155301	Accounts Payable		-266.56
2/19/2015	Feb Power	Power/Heat	20 WATER OPERATING ...	266.56
Total Consumers Power Inc				0.00
<b>Falls City Fire Association</b>				
2/19/2015	Jan donation	Accounts Payable		-916.66
2/19/2015	Donation to Falls City F...	Point System	01 GENERAL FUND:01.0...	916.66
Total Falls City Fire Association				0.00
<b>Mid Willamette Valley COG</b>				
2/19/2015	Inv. #1415239	Accounts Payable		-231.00
2/19/2015	COG Land use plannin...	Council of Governmen...	01 GENERAL FUND:01.0...	231.00
Total Mid Willamette Valley COG				0.00
<b>Oregon Department of Revenue</b>				
2/19/2015	77460826, Haz-mat fee	Accounts Payable		-130.00
2/19/2015	Haz-mat Fee	Intergovernmental Ser...	20 WATER OPERATING ...	26.00
2/19/2015	Haz-mat Fee	Intergovernmental Ser...	01 GENERAL FUND:01.0...	26.00
2/19/2015	Haz-mat Fee	Intergovernmental Ser...	01 GENERAL FUND:01.0...	26.00
2/19/2015	Haz-mat Fee	Intergovernmental Ser...	11 STREET FUND	26.00
2/19/2015	Haz-mat Fee	Intergovernmental Ser...	13 SEWER FUND	26.00
Total Oregon Department of Revenue				0.00
<b>Overhead Door Company of Salem</b>				
2/19/2015	Inv# 106678	Accounts Payable		-450.00
2/19/2015	Invoice # 106678 repair...	Building Maintenance/...	01 GENERAL FUND:01.0...	450.00
Total Overhead Door Company of Salem				0.00
<b>Pacific Power</b>				
2/19/2015	multiple accounts	Accounts Payable		-2,218.64
2/19/2015	January	Power/Heat	01 GENERAL FUND:01.0...	797.95
2/19/2015	January	Power/Heat	01 GENERAL FUND:01.0...	118.80
2/19/2015	January	Power/Heat	01 GENERAL FUND:01.0...	18.45
2/19/2015	January	Power/Heat	13 SEWER FUND	598.87
2/19/2015	January	Street Lights	11 STREET FUND	620.00
2/19/2015	January	Power/Heat	20 WATER OPERATING ...	64.57
Total Pacific Power				0.00
<b>RAM STEELCO, INC.</b>				
2/19/2015	439403, HEAL	Accounts Payable		-43.22
2/19/2015	Invoice # 439403 stairs	HEAL Cities Grant	01 GENERAL FUND	43.22
Total RAM STEELCO, INC.				0.00
<b>Valley Electric Company, LLC</b>				
2/19/2015	I-150044	Accounts Payable		-80.00
2/19/2015	InV# I-150044	Equipment Maintenanc...	13 SEWER FUND	80.00
Total Valley Electric Company, LLC				0.00
<b>TOTAL</b>				<b>0.00</b>

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**City of Falls City  
Paid Bills Report  
As of February 28, 2015**

<u>Date</u>	<u>Memo</u>	<u>Account</u>	<u>Class</u>	<u>Amount</u>
<b>Bound Tree Medical</b>				
2/28/2015		Accounts Payable		-15.62
2/28/2015	CC-8954	Materials & Services	01 GENERAL FUND:01.0...	15.62
Total Bound Tree Medical				0.00
<b>CenturyLink Business Services</b>				
2/28/2015		Accounts Payable		-6.64
2/28/2015	February	Telephone	01 GENERAL FUND:01.0...	5.82
2/28/2015	February	Telephone	20 WATER OPERATING ...	0.82
Total CenturyLink Business Services				0.00
<b>City of Dallas</b>				
2/28/2015		Accounts Payable		-800.00
2/28/2015	Inv#201502181186	Professional Services	11 STREET FUND	300.00
2/28/2015	Inv# 201502181185	Professional Services	11 STREET FUND	300.00
Total City of Dallas				0.00
<b>City of Salem</b>				
2/28/2015		Accounts Payable		-1,543.97
2/28/2015	Inv #2303417	911 Fee - Fire Depart...	01 GENERAL FUND:01.0...	999.90
2/28/2015	Inv #2303417	911 Fee - Law Enforc...	01 GENERAL FUND:01.0...	544.07
Total City of Salem				0.00
<b>Edge Analytical</b>				
2/28/2015	Inv#, 15-02313 15-032...	Accounts Payable		-378.00
2/28/2015	Lab Service 15-02313	Lab Analysis Services	13 SEWER FUND	227.00
2/28/2015	Lab Service 15-03206	Lab Analysis Services	13 SEWER FUND	149.00
Total Edge Analytical				0.00
<b>MNOP</b>				
2/28/2015		Accounts Payable		-877.15
2/28/2015	A236312-IN	Power/Heat	01 GENERAL FUND:01.0...	231.43
2/28/2015	B008349-IN	Vehicle Operation	01 GENERAL FUND:01.0...	445.72
Total MNOP				0.00
<b>Oregon Mortuary and Cemetery Board</b>				
2/28/2015		Accounts Payable		-100.00
2/28/2015	Upper cemetery	Permits	03 CEMETERY PERPET...	50.00
2/28/2015	Lower cemetery	Permits	03 CEMETERY PERPET...	50.00
Total Oregon Mortuary and Cemetery Board				0.00
<b>Petro Card</b>				
2/28/2015		Accounts Payable		-147.73
2/28/2015	33%c906389	Vehicle Operation	11 STREET FUND	49.25
2/28/2015	33%c906389	Vehicle Operation	13 SEWER FUND	49.24
2/28/2015	33%c906389	Vehicle Operation	20 WATER OPERATING ...	49.24
Total Petro Card				0.00
<b>Pitney Bowes</b>				
2/28/2015	Acct# 19659466866	Accounts Payable		-301.50
2/28/2015	February 35%	Postage & Freight	13 SEWER FUND	105.52
2/28/2015	February 50%	Postage & Freight	20 WATER OPERATING ...	150.75
2/28/2015	February 15%	Postage & Freight	01 GENERAL FUND:01.0...	45.23
Total Pitney Bowes				0.00

City of Falls City  
**Paid Bills Report**  
 As of February 28, 2015

Date	Memo	Account	Class	Amount
<b>Sea Western</b>				
2/28/2015		Accounts Payable		-52,965.66
2/28/2015	Firefighter Turnouts	Assistance to Firefight...	01 GENERAL FUND:01.0...	52,965.66
Total Sea Western				0.00
<b>Sharon Volk Grene</b>				
2/28/2015		Accounts Payable		-403.60
2/28/2015	Reimburse expense	Education & Training	01 GENERAL FUND:01.0...	403.60
Total Sharon Volk Grene				0.00
<b>Valley Electric Company, LLC</b>				
2/28/2015	Statement	Accounts Payable		-328.96
2/28/2015	February Statement	Equipment Maintenanc...	13 SEWER FUND	328.96
Total Valley Electric Company, LLC				0.00
<b>TOTAL</b>				<b>0.00</b>

City of Falls City  
**Paid Bills Report**  
 As of February 17, 2015

Date	Memo	Account	Class	Amount
<b>Salem Heating &amp; Sheet Metal</b>				
2/17/2015	Community Center Hea...	Accounts Payable		-1,748.50
2/17/2015	Community Center Hea...	Allocated Expense Ge...	01 GENERAL FUND	1,248.50
2/17/2015	Community Center Hea...	Allocated Expense W...	20 WATER OPERATING ...	100.00
2/17/2015	Community Center Hea...	Allocated Expense Se...	13 SEWER FUND	100.00
2/17/2015	Community Center Hea...	Allocated Expense Ge...	11 STREET FUND	100.00
2/17/2015	Community Center Hea...	Allocated Expense Ge...	01 GENERAL FUND:01.0...	100.00
2/17/2015	Community Center Hea...	Allocated Expense Ge...	01 GENERAL FUND:01.0...	100.00
Total Salem Heating & Sheet Metal				0.00
<b>TOTAL</b>				<b>0.00</b>

City of Falls City  
City Council Regular Meeting  
Thursday February 12, 2015  
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**

Jon Hanken, Interim City Manager; Domenica Protheroe, City Clerk; Don Poe, Public Works Lead Worker

Mayor Ungricht called the meeting to order at 7:00 pm.

**1) Roll Call**

Clerk Protheroe took roll call. Gerald Melin took his seat on Council at 7:18 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 Bishop to adopt the entire agenda with the addition of Motion to Adopt the Entire Agenda and Item J. Heat Pump Contract.

Motion carried 5-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Dennis Sickles, Julee Bishop

**4) Consent Agenda: Motion Action Approving Consent Agenda Items**

A) Approval of the Bills

B) Approval of the minutes January 8, 2015

C) Leak Adjustment Request – Home Town Grocery

A motion was made by Councilor D. Sickles and seconded by Councilor L. Sickles to approve the consent agenda. Motion carried 5-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Dennis Sickles, Julee Bishop

**5) Public Comments**

None

**6) New Business:**

A) City Council Candidate Selection

Candidates drew numbers representing the order of questions. Ryan Wright selected #1 and Gerald Melin selected #3. Jim Partridge did not attend the meeting. Candidates took a seat at the candidates table corresponding with the number they selected.

Ryan Wright drew question # 1: Why do you want to be a City of Falls City council member?

Ryan Wright: Mr. Wright wanted to be involved in the City.

Gerald Melin: Mr. Melin would like to be part of City Council.

Gerald Melin drew question # 6: What is your vision for Falls City and how do you plan to implement that vision as a council member.

Gerald Melin: Mr. Melin saw Falls City as a small community with caring and fine people. He would like to keep people involved. In his position at the post office, he heard questions from residents

about small business shipping and organized a small business-networking meeting. He thought the city should be as transparent as possible.

Ryan Wright: Mr. Wright saw a good little town. He would focus on improvements and increased maintenance. He felt this would help the town function better.

Mayor Ungricht opened the floor for City Councilors to ask questions.

Councilor Drill asked the candidates what they could offer the city.

Ryan Wright: Mr. Wright stated that he had been a member of Future Farmers of America (FAA) at time when the program and farming were not well thought of. During his time as a FAA member, he helped to turn the group around.

Gerald Melin: Mr. Melin prior work as a minister taught him to be a good listener.

Councilor D. Sickles asked the candidates if they had considered the time it would take to serve as a city councilor and wanted to know if they were willing to give the necessary time commitment.

Gerald Melin: Mr. Melin had the time and was willing to give his time.

Ryan Wright: Mr. Wright could accommodate the time needed.

Closing Statements:

Ryan Wright: Mr. Wright stated that he had a lot to offer. He had worked all of his life and would work hard for the city.

Gerald Melin: Mr. Melin stated he was willing to listen. He was available and invited Council to call on him.

Clerk Protheroe distributed a ballot to each City Councilor. Clerk Protheroe collected the ballots and announced each vote. Councilor L. Sickles voted Gerald Melin. Councilor Drill voted for Ryan Wright. Councilor Meier voted for Gerald Melin. Councilor D. Sickles voted for Gerald Melin. Councilor Bishop voted for Gerald Melin. Clerk Protheroe announced voting totals: Ryan Wright – one vote, Gerald Melin – four votes. (Exhibit A)

**B) Oath of Office for new Council Member**

Mayor Ungricht swore in Gerald Melin as a new City Council member. Gerald Melin took his seat at 7:18 PM.

**C) Council Goal Setting Session – March 2<sup>nd</sup> and 4<sup>th</sup>**

Mayor Ungricht provided an overview of the goal setting process and highlighted a homework assignment in the packet. Interim City Manager Hanken advised councilors that they should consider both short-term and long-term goals. Goals often require funds to be set aside over time.

**D) Committee Appointments**

Mayor Ungricht distributed two staff reports: Polk County Public Safety Committee Appointment (Exhibit B) and Wagner Public Library Committee Appointment (Exhibit C). Mayor Ungricht appointed Tony Meier to the Library Board and Jennifer Drill to the Friends and Neighbors for a Safe and Prosperous Committee. The Friends and Neighbors for a Safe and Prosperous Committee was Political Action Committee for the Polk County Safety Levy. Councilor Drill's appointment to this committee was not to show support of the Levy, but to allow a member of Council to obtain education on the levy and share information with citizens. Councilor Drill would attend meetings and provide a report to City Council each month.

Mayor Ungricht planned to resign from the Parks and Recreation Committee.

A motion was made by Councilor D. Sickles and seconded by Councilor Meier that the Falls City Council grant its consent to appoint Amy Houghtaling to the Budget Committee and the Historic Landmark Committee, Terry Ungricht to the Public Works Committee, Jennifer Drill to the Parks and Recreation Committee, Tony Drill to the Parks and Recreation Committee, Jim Miner to the Parks and Recreation Committee, Johnathan Ungricht to the Public Works and Budget Committee, Jennifer Drill to the Friends and Neighbors for a Safe and Prosperous Committee, and Tony Meier to the Library Board. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Dennis Sickles, Julee Bishop, Gerald Melin

**E) Attorney Review Committee**

Interim City Manager Hanken reported that four law firms had inquired about the position. He recommended Council form an attorney review committee. The committee would review Request for Proposals responses, conduct interviews, consider a preliminary hourly rate, and make a recommendation to City Council. The committee would meet three or four times.

A motion was made by Councilor L. Sickles and seconded by Councilor Bishop that Council appoint Dennis Sickles and Tony Meier to the Attorney Review Committee. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Dennis Sickles, Julee Bishop, Gerald Melin

**F) Watershed Form Discussion**

Mayor Ungricht distributed a document titled Community Watershed Forum No. 4 (Exhibit D). The document was a summary of the January 14, 2015 Community Watershed Forum. Councilor Drill reported that Tracy Young and John Coe had attended several City Council meetings where they complained about flooding and requested help with Sheldon Ave ditches. The council packet included information titled Oregon Drainage Law submitted by Councilor Drill on behalf of Tracy Young. Ms. Young stated according to this document, owners have the right to send water to the landowner in the county. Ms. Young confirmed for Mayor Ungricht that the document submitted was not an Oregon Revised Statute (ORS).

Mayor Ungricht reported that he had asked the group on Sheldon Ave. to form a ditch association. Council would discuss Sheldon Ave. drainage issues at the goal session.

Councilor Drill thought the flooding issues were important. She hoped that Council would read the information contained in the packet in preparation for the goal session and for budget considerations.

Joe Kemper of Oregon State University announced that the next community watershed forum would be held in June or July where three to five concrete options would be discussed. City Council thanked Joe Kemper.

**G) Polk County Public Safety Levy**

Mayor Ungricht had attended the Polk County Public Hearing on the Safety Levy. The handouts from the Public Hearing were contained in the City Council Meeting Packet.

**H) Oregon Liquor Licenses Renewal**

A motion was made by Councilor D. Sickles and seconded by Councilor Meier that the City Council direct staff to write a liquor license renewals recommendation to the Oregon Liquor Control Commission (OLCC) for Falls City Home Town Grocery, Frink's General Store, The Boondocks, and the Bread Board. Motion carried 4-0-2. Ayes: Tony Meier, Dennis Sickles, Julee Bishop, Gerald Melin. Abstain: Lori Jean Sickles, Jennifer Drill

**I) Interim City manager Contract Discussion**

Mayor Ungricht asked City Council to consider a modification to the Interim City Manager contract at the suggestion of Jon Hanken. The modification would provide a daily housing allowance and a daily salary rate, instead of monthly rates. Interim City Manager Hanken informed Council that he had been out of state for three days at a job interview and he had scheduled two weeks off for another out of state job interview. In fairness to the city and the budget, he suggested a day rate instead of the contracted monthly rate.

A motion was made by Councilor Meier and seconded by Councilor L. Sickles that Council agree to modify Section 3 and 4 of the Interim City Manager's Employment Agreement to reflect a salary of \$193.95 per day and housing allowance of \$60 per day. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Dennis Sickles, Julee Bishop, Gerald Melin

J) Heat Pump Contract

Interim City Manager Hanken distributed a staff report titled Awarding Heat Pump Replacement Contract (Exhibit E). The heat pump at the community center had caught fire and the damage was beyond repair. Due to the emergency, the insurance company approved limiting the number of required bids to one. The bid came in lower than the estimate. The replacement unit had a five-year warrantee. The City would be required to pay a \$1,000 insurance deductible.

A motion was made by Councilor D. Sickles and seconded by Councilor Meier that Falls City Council award the Community Center heat pump replacement contract to Salem Heating and Sheet Metal in the amount of \$3,497.00. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Dennis Sickles, Julee Bishop, Gerald Melin

7) Correspondence, Comments and Ex-Officio Reports

A) Council Reports

Councilor Drill asked Councilors to consider a worksession before each City Council meeting. She wanted time for discussion. Mayor Ungricht asked Councilor Drill to make her request at the upcoming goal session. Councilor D. Sickles stated he did not understand what a worksession would offer council stating that the packets provided detailed information on agenda items.

Councilor Melin reported that a street sign was missing at 2<sup>nd</sup> Street and Pine Street. Mayor Ungricht would look into the matter.

Councilor D. Sickles announced that the girls' basketball team would play at the districts playoffs on February 18, 2015 at 5:30 PM. He congratulated the team.

B) Mayors Reports

Mayor Ungricht distributed a document titled draft #6 Water Purchase Agreement with Luckiamute Domestic Water Cooperative (Exhibit F). Once an agreement is finalized, Mayor Ungricht would plan a Special Session to sign the contract that would include the City Council, the Luckiamute Domestic Water Cooperative Board of Directors, and the press. He asked Council to review the agreement and provide feedback before the joint meeting between City of Falls City and the Luckiamute Domestic Water Cooperative Board of Directors. The negotiation team would meet one more time.

Mayor Ungricht informed Council that he had added Falls City to a Federal Department of Transportation grant. The grant would be submitted by Polk County Superintendent of Public Works Todd Whittaker. The grant, if awarded, would repave N. Main and Mitchell Street, replace Dutch Creek Bridge, and pave Bridge Street to the city limits boundary. The Oregon Department of Transportation Small City Allotment grant might be able to serve as the grant match.

Mayor Ungricht planned to add a new volunteer section to the newsletter.

The Heal Cities Grant for the stairs project was extended to June 15, 2015.

**C) City Manager Reports**

Interim City Manager Hanken, Councilor L. Sickles, and Janell Anzalone attended an Oregon Parks and Recreation grant webinar in preparation for a grant application for a park at the falls that would offer an open pavilion, bathroom, and trails.

**8) Council Announcements**

A) City Hall would close on Monday February 16, 2015 for the President's Day Holiday.

**9) Adjourn**

The meeting was adjourned at 8:02 pm.

\_\_\_\_\_ Mayor Terry Ungricht

Attested: \_\_\_\_\_ City Clerk Domenica Protheroe

Exhibit A

City of Falls City  
City Councilor  
February 12, 2015 Ballot *Round 1*  
Write Councilors Name:  
Iori Sickles

	Jim Partridge
X	Gerald Melin
	Ryan Wright
	-----
	-----

City of Falls City  
City Councilor  
February 12, 2015 Ballot *Round 1*  
Write Councilors Name:  
Jennifer Dall

	Jim Partridge
	Gerald Melin
X	Ryan Wright
	-----
	-----

City of Falls City  
City Councilor  
February 12, 2015 Ballot *Round 1*  
Write Councilors Name:  
TONY MEIER

	Jim Partridge
X	Gerald Melin
	Ryan Wright
	-----
	-----

Dennis Sickles  
City of Falls City  
City Councilor  
February 12, 2015 Ballot *Round 1*  
Write Councilors Name:

	Jim Partridge
X	Gerald Melin
	Ryan Wright
	-----
	-----

City of Falls City  
City Councilor  
February 12, 2015 Ballot

*Round 1*

Write Councilors Name:

*Jake*

	Jim Partridge
<i>α</i>	Gerald Melin
	Ryan Wright
	-----
	-----

City of Falls City  
City Councilor  
February 12, 2015 Ballot  
Clerk tabulation

*Clerk  
Score sheet*

Circle Round # *1* 2

	Jim Partridge
<i>111</i>	Gerald Melin
<i>1</i>	Ryan Wright
	-----
	-----

*Exhibit B*

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**AGENDA REPORT**

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**TO:** COUNCIL  
**FROM:** MAYOR UNGRICHT  
**SUBJECT:** POLK COUNTY PUBLIC SAFETY COMMITTEE APPOINTMENT  
**DATE:** 2/12/2015

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**SUMMARY**

Councilor Drill has asked to be appointed to the Polk County Public Safety Political Action Committee as Falls City's municipal government representative.

**BACKGROUND**

A committee has been organized to promote the passage of the Polk County Public Safety Levy. The Committee is seeking a representative from each of the municipalities in the County. Councilor Drill has expressed interest in serving on this committee.

As per the City Charter, the Mayor appoints committee members with the concurrence of Council.

**PREVIOUS COUNCIL ACTION**

None

**ALTERNATIVES/FINANCIAL IMPLICATIONS**

There are no fiscal impacts.

**STAFF RECOMMENDATION**

N/A

**EXHIBIT**

None

**PROPOSED MOTION**

I move the Falls City Council appoint Councilor Drill as Falls City's municipal government representative to the Polk County Public Safety Levy campaign.

Exhibit C

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## AGENDA REPORT

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**TO:** COUNCIL  
**FROM:** MAYOR UNGRICHT  
**SUBJECT:** WAGNER PUBLIC LIBRARY COMMITTEE APPOINTMENT  
**DATE:** 2/12/2015

---

### **SUMMARY**

Appointing Councilor Meier as the City Council's representative to the Wagner Library Board.

### **BACKGROUND**

The City Council needs a representative to sit on the Wagner Library Board. Councilor Meier has agreed to serve in this capacity.

As per the City Charter, the Mayor appoints committee members with the concurrence of Council.

### **PREVIOUS COUNCIL ACTION**

None

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

There are no fiscal impacts.

### **STAFF RECOMMENDATION**

N/A

### **EXHIBIT**

None

### **PROPOSED MOTION**

I move the Falls City Council appoint Councilor Meier as Falls City's municipal government representative to the Wagner Library Board.

Exhibit D

**Community Watershed Forum No. 4 – Falls City, Oregon  
14 January 2015, 6-8 PM  
Stormwater and Ditches in South Falls City:  
Issues, Concerns, Interests, and Improvements**

**SUMMARY OF THE FORUM**

This meeting was a follow up to the June 26, 2014 meeting. Flyers were mailed to residents of South Falls City on behalf of OSU's Institute for Water and Watersheds (IWW). Area residents also canvassed the neighborhood to invite and encourage all to attend. The Falls City Mayor, one council member, and eight residents in the South Falls City area attended the forum.

The meeting started with a brief summary of the stormwater issue to date for those who had not attended previous meetings. Mayor Terry Ungricht proposed the formation of a drainage ditch association in South Falls City to allow limited easements on private property to first maintain and then enhance ditch capacity. Mayor Ungricht also identified a gap in ditch continuity in the southwest corner of the flooding zone that increases ponding on one landowner's property in particular (Fig. 4).

Attendees reviewed potential solutions proposed in previous meetings. Solutions were prioritized based on feasibility. Residents also discussed possible causes for increased intensity of stormwater drainage. Reasons included removal of vegetation and wetland areas, housing development, ditch deterioration, and additional ditch development.

Using funds generously donated by the city of Falls City and IWW, West Coast Well Drillers constructed a groundwater monitoring well in the center of South Falls City in October 2014. Joe Kemper presented the findings of the groundwater monitoring well. The excavation reached bedrock at a depth of 13 feet. Monitoring equipment was donated to the project by IWW and Bill Mann of In-Situ, Inc. The monitoring well showed the rapid response of groundwater to rain storms. The water table rose from 13 feet below ground level in October to approximately two feet below ground during winter (Fig. 1 and 2). Kemper also presented drainage techniques that would lower the water table and decrease stormwater runoff:

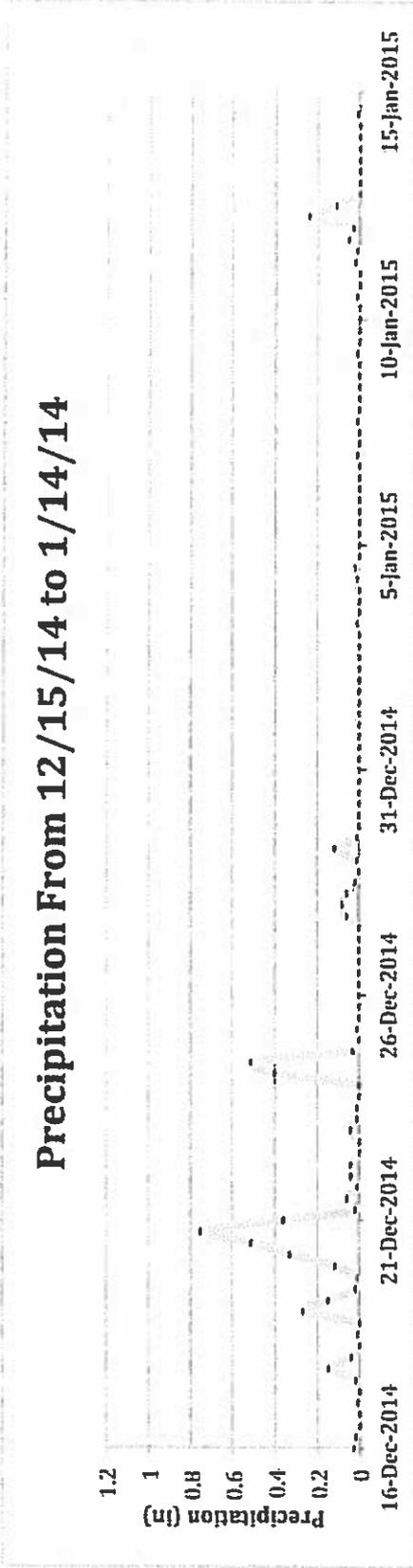
1. Agricultural drainage tiles
2. Groundwater pumps
3. De-watering ditches

The meeting discussion then addressed a larger region of South Falls City for potential causes and solutions of the issue. Residents identified the extent of the basin that is contributing runoff to the stormwater problem (Fig. 3). With a greater area of interest, there are additional locations where stormwater might be diverted from the main Sheldon ditch to the Little Luckiamute River (Fig. 4). Kemper proposed using LiDAR data to investigate possible diversion sites.

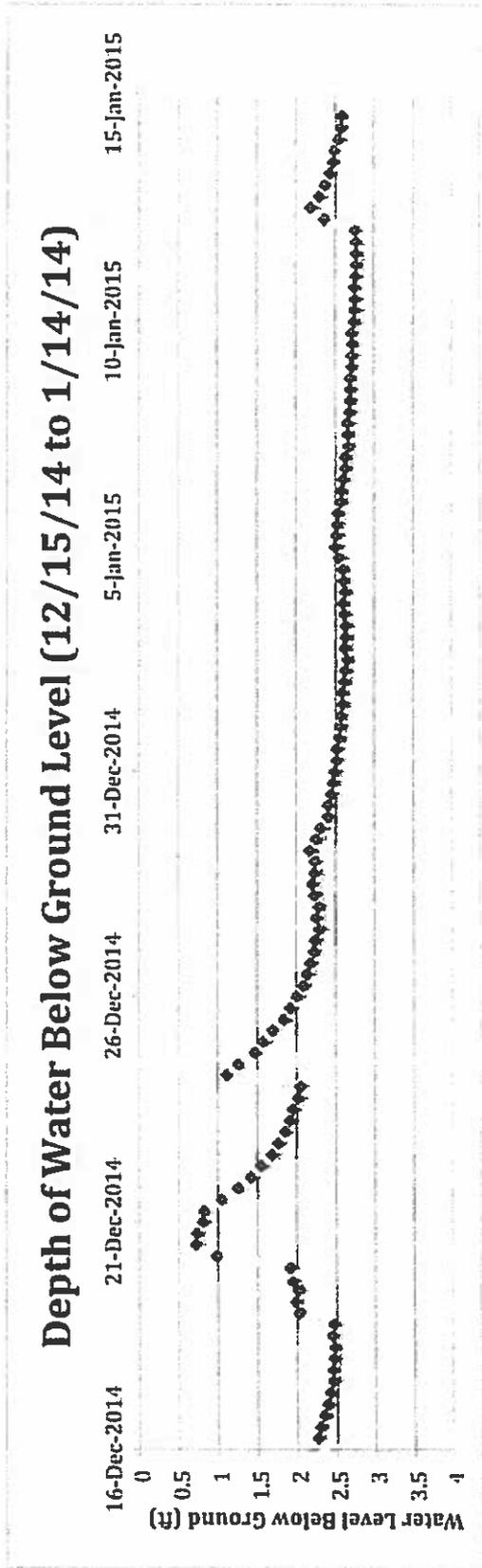
The meeting concluded with Joe Kemper indicating interest in continuing to investigate solution feasibility and meeting facilitation. Residents also expressed interest in another meeting. The next meeting will be held in approximately six months and will aim to identify specific solutions and analyze feasibility of each solution.

**Groundwater monitoring well findings:** Figure 2 below shows rise in groundwater level as a response to rainfall in figure 1. Groundwater rose to a maximum of roughly 9" below ground level on Dec. 20th

*Figure 1 - Precipitation in 6 hr increments in nearby Corvallis, OR. Source: <http://www.usbr.gov/pn/agrimet/hourlydata.html>*



*Figure 2 - Static water level measured in groundwater monitoring well constructed in South Falls City*



17



Figure 4. Identified watershed that contributes to stormwater flooding issue.

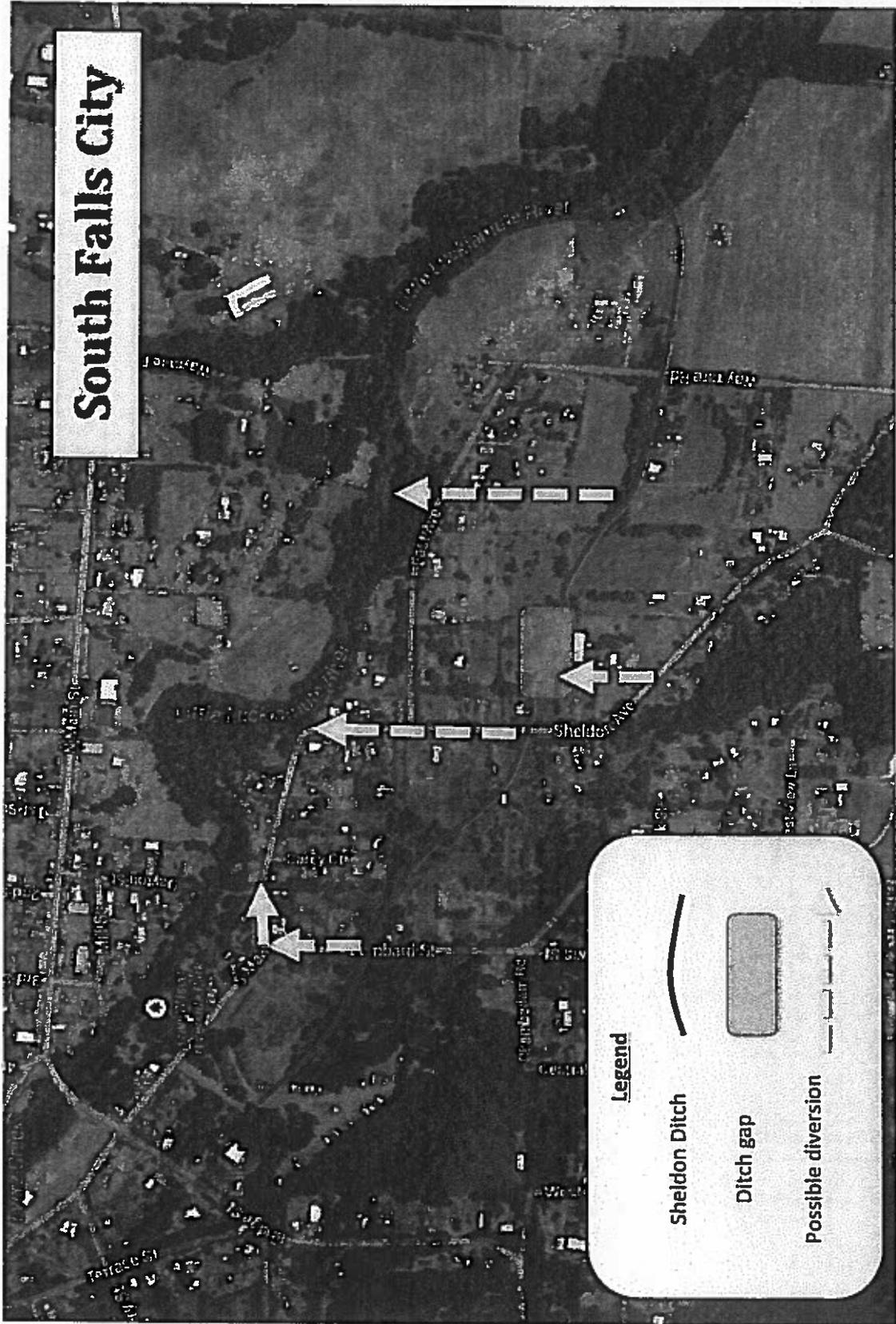


EXHIBIT E

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## AGENDA REPORT

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**TO:** COUNCIL  
**FROM:** JON G. HANKEN, INTERIM CITY MANAGER  
**SUBJECT:** AWARDING HEAT PUMP REPLACEMENT CONTRACT  
**DATE:** 2/12/2015

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### SUMMARY

Council needs to award a bid to replace the heat pump in the Community Center.

### BACKGROUND

Last week, the heat pump for the Falls City Community Center caught on fire and damaged the component beyond repair. Electricity from the heat pump (220) ran through the low voltage line to the thermostat located inside the building and fried that a well too.

Staff had a repair person from Salem Heating come out to inspect the damage and we were informed that the system is totally trashed. Staff had the company give us a quote to repair the damage and we contacted our insurance agent to make them aware of what happened and that the City will be filing a claim. Staff has been in contact with CIS Insurance's Claims Department and we have authorization to move forward.

Salem Heating and Sheet metal will install a new heat pump system (Aire-Flo Dry Charge Unit) for \$3,497.00. This repair is covered by the City's insurance, However there is a \$1,000 deductible.

### PREVIOUS COUNCIL ACTION

None

### ALTERNATIVES/FINANCIAL IMPLICATIONS

The repair is covered by the City's insurance coverage. However, the City has a \$1,000 deductible that will be paid out of City funds.

### STAFF RECOMMENDATION

N/A

### EXHIBIT

Copy of Salem Heating and Sheet Metal repair quote.

### PROPOSED MOTION

I move the Falls City Council award the Community Center heat pump replacement contract to Salem Heating and Sheet Metal in the amount of \$3,497.00.

# SALEM HEATING & SHEET METAL

1225 22nd St. S.E. - PO Box 12005, Salem OR 97309  
P: 503-581-1536 • www.salemheatinginc.com



Dave Lennox  
**PREMIER DEALER**  
LENNOX

CCB# 1505

Bill To:  
Falls City Convention Center  
c/o 299 Mill Street  
Falls City Oregon 97344

February 7, 2015

We are pleased to submit our quotation for the following work-  
299 Mill Street Falls City 97344

Initial choice \_\_\_\_\_ Furnish and install one new heat pump or new heat pump system:  
Aire-Flo Dry Charge Outdoor Unit Only (R-22 Enabled) 4 Tons ..... \$ 3,497.00

- Installation:
- ✓ Includes 13 SEER 4 ton heat pump
  - ✓ Includes all necessary refrigerant to charge the unit
  - ✓ Includes all labor necessary to complete the work
  - ✓ Includes all necessary permits
  - ✓ Includes new thermostat(customer choice), new wire and relocation of the thermostat

**Warranties: 5 years parts and 5 year compressor**

**Terms:**

50% due at signing and the balance is due upon completion. Quotations are subject to acceptance within a 30 day period.

Visit [www.salemheatinginc.com](http://www.salemheatinginc.com) for product information

Respectfully Submitted By,

*Craig R. Briggs c#(503-851-1638)*

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

**WATER PURCHASE AGREEMENT**

This agreement is for the sale and purchase of water and is entered into on the \_\_\_ day of \_\_\_, 2015, between the City of Falls City, Oregon a municipal corporation as SELLER, and Luckiamute Domestic Water Cooperative, an Oregon cooperative corporation, as PURCHASER. The principles of this contract take effect at 12:01 AM on \_\_\_, 2015, and supersedes any and all previous contracts between the City of Falls City, Oregon, and the Luckiamute Domestic Water Cooperative, sited in Suver, Oregon.

Whereas, Purchaser is organized and established under the provisions of Oregon statute for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser, and to accomplish its purpose Purchaser requires an ongoing supply of treated water; and

Whereas, Seller owns and operates a water supply distribution system with capacity currently capable of serving the citizens of the City of Falls City together with water users to be served by Purchaser; and

Whereas, by Resolution No. \_\_\_, enacted on the \_\_\_ day of \_\_\_, 2015, by Seller, the sale of water to Purchaser in accordance with the terms set forth therein and the execution of this contract was duly authorized; and

Whereas, by resolution of the Board of Directors of Purchaser, enacted on the \_\_\_ day of \_\_\_, 2015 the purchase of water from Seller in accordance with the terms set forth therein and the execution of this contract was duly authorized.

Now therefore, in consideration of the foregoing and the mutual agreements set forth below, the parties agree as follows:

1. Seller shall furnish Purchaser at the point of delivery specified below, during the term of this contract or any renewal thereof, potable treated water meeting applicable purity standards of the Oregon Health Division in such quantity as may be required by Purchaser, but not to exceed 3,000,000 Gallons per month.
2. Seller will, at all times, operate and maintain its water system in an efficient manner and will take such action as may be necessary to furnish Purchaser with quantities of water specified under this agreement. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event Seller is unable, at any time, to meet both Seller's service obligations to its municipal water customer's and Purchaser's requirements under contract, the supply of water to Purchaser will be reduced and Seller's municipal water customers will be entitled to priority for water service, without liability to Purchaser. To the extent that seller is unable to provide at least 400,000 gallons in a given billing period Seller will only charge Purchaser for the amount of water in total provided using the per/ 1000 gallon charge.

3. Seller shall furnish water to Purchaser at a reasonably constant pressure that meets Oregon State standards from an existing 6-inch main supply at a point located at the Falls City cemetery. Seller shall also furnish water to Purchaser at a reasonable constant pressure that meets Oregon State standards from an 8-inch main supply point located at Waymire Road and Bridgeport Road. If a greater pressure is required by Purchaser, the cost of providing such greater pressure shall be borne by Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, earthquake, or other catastrophe shall excuse Seller from this provision for such reasonable period of time as maybe necessary to restore service.
4. Purchaser shall furnish, install, operate and maintain at its own expense all metering equipment, back-flow device, pressure gauge and water lines from point of delivery and shall calibrate such metering equipment annually in the month of \_\_\_\_\_. Purchaser shall forward to Seller proof of calibration compliance no later than 7seven working days from completion of said calibration. Purchaser shall be responsible for obtaining all permits and fulfilling all other legal requirements necessary for the installation and operation of the water delivery system.
5. Purchaser's system area of responsibility for maintenance and operation begins at and includes the valve just prior to the meter, both contained in the vault. Additionally, Purchaser is responsible for the vault and internal appurtenances. Seller's system area of responsibility includes all water delivery lines and appurtenances upstream of said valve, and external to the vault. The "vault" in this paragraph refers to two vaults, one each sited in the locations noted in paragraph 3, above.
6. The water meter shall be read by the Seller on or about the 25<sup>th</sup> day of each subsequent month and Seller shall furnish Purchaser on or about the first day of each month with an itemized statement of the amount of water furnished Purchaser during the preceding month.
7. Purchaser shall pay Seller, not later than the 15<sup>th</sup> day of each subsequent month for water delivered during the previous month at the rate of \$2.25 per 1000 gallons at a base of 200,000 gallons per meter (or a total of 400,000 gallons for both meters combined) per month. A late fee set by resolution of City council for all water customers shall be applicable if payment not received by the 25<sup>th</sup> day of the month.
8. On or before the 15<sup>th</sup> of March of each year during the term of this agreement the parties may review and negotiate the water rate referred to in paragraph 7. If within 45 days of the 15<sup>th</sup> of March, the parties have not reached an agreement for water rate, Seller may implement a rate increase assessed to that of seller's other domestic/residential users. In the event that Seller does not raise rates at a percentage that would meet a \$0.10 increase per 1000 gallons to Purchaser, Purchaser agrees for the years 2016, 2017, and 2018 only, to an automatic minimum increase of \$0.10/1000-gallons.
9. This contract shall extend for a term of 10 years from the effective date and thereafter may be renewed or extended for such term or terms as may be agreed upon by the parties. Either party may terminate the contract by providing the other party with a 36 month prior written notice.

10. Seven days prior to any estimated date of reconstruction and/or significant alteration of Seller or Purchaser's water supply distribution system that may affect water delivery or receipt (does not include routine scheduled maintenance), the affected party shall notify the other party in writing of the date for restoration of delivery/receipt of water. Each party shall have the right of final inspection upon connection to water supply to verify compliance with all Oregon standards. Each party shall be responsible for providing the other party with letter of compliance meeting Oregon standards. Writing in this paragraph may be defined as an e-mail notice with a one day business return response/acknowledgement.
11. When requested by Purchaser, Seller will make available to Purchaser at the point of delivery, water sufficient for testing and flushing.
12. This contract is subject to the rules, regulations, and laws of the State of Oregon and both parties shall cooperate in obtaining permits, certifications, and board licenses as may be required to comply therewith. Except as specifically provided otherwise herein, all notices shall be delivered by certified mail addressed as follows:

Seller:  
City of Falls City  
Attn: City Clerk/Finance Officer  
299 Mill Street  
Falls City, Oregon 97344  
Phone (503)787-3631

Purchaser:  
Luckiamute Domestic Water Coop  
Attn: Manager  
8585 Suver Road  
Monmouth, Oregon 97361

13. In the event that Seller may elect to sell water to other entities operating a water supply distribution system during the life of this agreement, Purchaser shall have the right of last refusal to acquire said water on the same terms and conditions under which Seller may elect to sell said water to said user.
14. Purchaser agrees to indemnify, defend and hold harmless the Seller and its officers, agents, and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of the Purchaser, and Purchasers officers, agents, and employees in performance of this agreement. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, Seller agrees to indemnify, defend and hold harmless Purchaser and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands from the acts or omissions of the Seller and Seller's officers, agents and employees, in performance of this agreement.
15. In the event of Purchaser's default or failure to comply with any of its obligations under the terms of this agreement, Seller may suspend the provision of water service to Purchaser until such default or failure to comply has been remedied to

Seller's satisfaction. If Purchaser's default or failure to comply is not remedied within 30 days after the suspension of service by Seller, Seller may terminate this agreement. In the event Seller is unable to provide Purchaser the agreed upon units of water for over 30 days, Purchaser may terminate this agreement.

16. Notwithstanding any other provision in this agreement Seller's obligation to supply water under this agreement is subject and limited to Seller's capacity to do so within the limitations of Seller's municipal water rights and water system. Seller will have no obligation to make any improvements to or upgrades or expansion of its municipal water supply system for Purchaser's benefit or to enable Seller to meet its obligations under this agreement.
17. This agreement does not give any member or customer of Purchaser any enforceable rights against Seller, and Seller will have no obligation or liability to any member or customer of Purchaser for any claim, liability, demand, damages or action arising under or relating to the terms of this agreement. Purchaser's members are not third-party beneficiaries of this agreement.

In Witness Whereof, the parties hereto, acting under authority of their respective governing bodies has caused this agreement to be duly executed in duplicate, each of which shall constitute an original.

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

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

Seller: City of Falls City

Purchaser; Luckiamute Domestic Water Cooperative

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

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

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**AGENDA REPORT**

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**TO:** MAYOR AND COUNCIL  
**FROM:** DOMENICA PROTHEROE, CITY CLERK  
**SUBJECT:** LEAK ADJUSTMENT REQUEST - BROWNELL  
**DATE:** 02/12/2015

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**SUMMARY**

Jeff Brownell of 945 Parry Road requested a leak adjustment for the month of January 2015. Mr. Brownell indicated the leak had been fixed in his letter. Public Works read the meter and reported that the leak appears to be fixed. The leak caused the water use to jump to 52,000 gallons in January amounting in a \$161.81 water charge.

**BACKGROUND**

Falls City's water ordinance requires all leak adjustment requests be presented to the Council.

To date, we've tested two typical methods of leak adjustments. The first was where we adjusted a customer's bill to 1.5 times the average usage. The Public Works Committee thought the adjustments were too generous using this calculation. To address their concerns, the new trial adjustment calculation considers the 12-month average water charge including the month where the leak occurred. In this case, the 12-month average included December and January.

The trial leak adjustment policy considers an adjustment to a single month water charge, in this case the January 2015 charge of \$161.81.

Average water bill amount over 12 months	\$ 53.03	
Multiply the average bill amount by 1.5 times	\$ 79.55	= Calculated base for adjustment
Actual water service charge for month of leak	<b>\$161.81</b>	
Subtracted by the calculated base for adjustment	\$ 79.55	
<b>Credit Amount</b>	<b>\$ 82.26</b>	

**PREVIOUS COUNCIL ACTION**

The Council has not taken previous action on this request. Past leak requests have been evaluated on a case-by-case basis.

**ALTERNATIVES/FINANCIAL IMPLICATIONS**

The financial impact to the city would be a charge waiver of \$ 82.26

**STAFF RECOMMENDATION**

Staff recommends the Council allow staff to issue refund in the form of a credit to the utility account for \$ 82.26

**EXHIBIT**

N/A

**PROPOSED MOTION**

This item is listed under the consent agenda. Approving the consent agenda as presented would give approval for the leak adjustment.

Council can make a motion to remove this item from the consent agenda and review leak request as an addition agenda item.

Proposed Motion If leak request is reviewed separately:

I move the City Council of the City of Falls City allow staff to issue refund in the form of a credit to the Brownell account at 929 Parry Road in the amount of \$ 82.26.

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## AGENDA REPORT

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**TO:** CITY COUNCIL  
**FROM:** TERRY UNGRICHT, MAYOR  
**SUBJECT:** POLK COUNTY SAFETY LEVY  
**DATE:** 02/28/2015

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### **SUMMARY**

Polk County Commissioners have voted to move the Safety Levy onto the May ballot and there is a PAC started by County residents to help educate and lobby for the passage of the Levy.

### **BACKGROUND**

Commissioner Jennifer Wheeler and District Attorney Aaron Felton would like to address council on the Safety Levy. With the loss of O&C funding, flat tax revenues, higher employee costs, and a low permanent tax rate the County has had to make drastic cuts to the Public safety side of operations. The County has experienced a 30% staffing reduction in the Public Safety work force, which has led to 10 hour patrolling 7 days a week, reductions in Juvenile and Jail housing, reductions in Prosecutions due to reduced staff in the D.A.'s office. The County has tried to pass a Safety Levy in the past and was hesitant in coming back to the voters, but they feel they cannot keep serving the needs of the County without added funding. They are proposing a .45 cent per \$1000.00 of property valuation that will be on the ballot in May.

### **PREVIOUS COUNCIL ACTION**

Past discussion

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

Not Available

### **STAFF RECOMMENDATION**

Not Available

### **EXHIBIT**

N/A

### **PROPOSED MOTIONS**

I move the Falls City Council direct staff to present a formal resolution showing support on the Polk County Safety Levy that is scheduled for the May election, for the April Council meeting.

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## **AGENDA REPORT**

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**to:** City Council  
**from:** Mayor Terry Ungricht  
**subject:** Council goal Setting session Update  
**date:** 3/05/2015

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### **Summary**

Council attended the Goals setting meeting on March 2 and 4, 2015. The Goals will be posted in the April meeting packet, on the City website, and emailed to Councilors when staff completes.

### **BACKGROUND**

Council sets goals every year to help staff prepare the budget according to the goals of Council.

### **Previous Council Action**

Council set 2014 goals in January of 2014.

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

### **STAFF RECCOMENDATION**

None Provided.

### **EXHIBITS**

### **PROPOSED MOTIONS**

NONE PROVIDED

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## AGENDA REPORT

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**TO:** COUNCIL  
**FROM:** MAYOR UNGRICHT  
**SUBJECT:** HEAL GRANT UPDATE  
**DATE:** 02/26/2015

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### **SUMMARY**

Falls City was awarded a \$9600.00 grant from Healthy Eating Active Living, HEAL, to repair the stairway between Pine St. and Prospect Ave.

### **BACKGROUND**

The City was awarded the HEAL grant for repairs to the stairway. Work has been on going and we have completed; new pour of 9 stairs, new handrails on both sides, hand rails have first coat of primer, and two of three benches built but not installed. We still need to install benches, paint handrails, pour a concrete retaining curb along with the third bench, and reseal and repair stairs. HEAL granted the City an extension from March 15 to June 15. HEAL did require a mid-project evaluation.

### **PREVIOUS COUNCIL ACTION**

At the July 10, 2015 Council meeting, Council passed resolution 15-2014 accepting the HEAL grant.

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

There are no fiscal impacts.

### **STAFF RECOMMENDATION**

N/A

### **EXHIBIT**

Mid-project evaluation letter.

### **PROPOSED MOTION**

N/A



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

**OFFICE OF THE MAYOR**  
**TERRY UNGRICHT**

March

RE: HEAL Small Grants, Falls City Stairway project, mid-project evaluation

Karli Thorstenson  
Oregon Public Health Institute  
310 SW Fourth Ave. suite 900  
Portland, OR 97204

Dear Ms. Thorstenson,

The Falls City stairway project, while not completed, has been a great success in bringing many different groups together to help with the work on the project. We are up to 26 different volunteers, ranging in ages from 11 to 67, female and male, and different skill levels, from professional to those just learning. We have had school groups volunteer, the Falls City High School football team, and citizens that were just out for a walk. The volunteers have really showed what can be done in a community when citizens band together and helped give all Fall City Citizens' a sense of pride on the refurbishing of a major historical walking path that has been a huge part of the City's history.

The stairs were completed in the 1920's and were made of wood. The stairs were put in to create a walking path from the downtown portion of Falls City to the hospital, which was located right above the down town area. In the late 40's a group of citizen volunteers, mainly from the volunteer fire department, got together and poured the stairs in concrete. Talking with older residents about their memories of the rebuild has been interesting. The volunteers set up a mule drag line and would fill concrete into a big bucket and have the mule, stationed at the top of the hill, pull the bucket up to the spot where the pour was needed. I can attest to the quality of those volunteers work, it was quite a job jack hammering out those 9 steps we needed to replace. So the stairway has always been a focal point of community building and a pathway to and from the Northern residential area to down town. The stairs are also a great way to exercise, mainly citizens and visitors use them to get a great cardio workout. Our town Doctor, who recently retired, walked the stairs everyday at lunch and was a great proponent of encouraging her patients to use the stairs for exercise.

We have succeeded in pouring 9 new steps to replace ones that were to heavily damaged to repair. This part of the project had the most single day volunteers; we needed to hand carry 5 gallon buckets of concrete a ¼ of the way up the stairs, thank goodness for the football team. Next we looked at trying to straighten the existing hand rails, but it was decided that there was no way we could make them straight again. So it was decided to replace all of the hand rails, there is where we lucked out. The property owner next to the stairway was a retired Union carpenter and his son is a union pipefitter certified in different types of welding. Talking with them led them to volunteer to manage the installation, with help from community volunteers, of the hand rails. As we were working on the hand rails, older citizens that used the stairs for exercise suggested the need for some benches along the landings, so we incorporated 4 different benches into the design. We were able to take our project waste piping material and make a bench made of tube pipe, we then used material that we demoed out and made an angle iron bench, and when we pour the retaining curb at the top of the stairs we are going to do a concrete bench, we are still working on the design of the top bench. While doing the bench designs we incorporated them in to help prevent vandalism, there has been a

problem of vandals trying to drive down the stairways, which led to the bent hand railing, so we built the benches very strong and will set them in a way to prohibit four wheeler type traffic.

We have had a different group, mainly made up of women, step up to volunteer for the premiering and painting of the hand rails. Once again we lucked out; a retired painter is going to manage this part of the project. They have decided to paint the handrails a forest green and the benches leather brown, this should be completed by the time you receive this report.

So while we are a long ways towards the completion of the project we still have some crucial jobs to complete. We still need to set the benches, pour a short retaining wall at the top of the stairs to keep dirt from washing down onto the stairs, incorporate a poured concrete bench at the third landing. Cut out a few broken spots on the existing curb and re-pour and reface and repair cracks in the rest of the stairs. This was the main reason we asked for the extension until June 15<sup>th</sup>, this job is weather and temperature sensitive. Thank you for granting the extension.

This project defiantly serves many of our town citizens in creating a safer walking path between the Northern residential area and down town, and a much safer walking path for our elementary students who use the path to get to school. While working on the project I would estimate that 50 to 60 people use the stairway each day and I expect that to increase due to the added safety this project has made to the walking path. To increase the safety of folks using the stairway we have cut out a tree that was blocking light from a street light that illuminated the path, once again permission and encouragement was given by the adjacent property owner that owned the tree. We also have identified the need for another light mid way on the stairway and will be meeting with Pacific Power to help design and hopefully fund this future project.

We have designed this project to be fairly maintenance free. There will be the need to touch up the painted surfaces as needed and to keep the leaves off the stairs in the fall time. The Falls City Parks and Recreation Committee runs an annual SOLVE event that cleans up the banks of the Luckiamute River, our area parks and the stairway each September. The Committee has also pledged to help Falls City Public Works blow off the leaves from the stairway as needed.

The main obstacles that we have encountered along the way are sometimes too many volunteers, especially during the welding of the handrails. There just was not enough room and due to the technical nature of the work we had to turn some volunteers away during this part, but we made sure to get contact information and included them in other aspects of the project. Another problem was the opinions on the color to paint the finished project; we had a majority on using neutral colors, so the group decided on the green and brown. Other than these minor issues the biggest obstacle has been the weather; a lot of the welding needed to be performed on the weekends or holidays because of our main welder still having to work at his regular job. All in all we believe we have been able to bring together many different residents, many who did not know each other before the project, and bind the community together on a project that will last for generations.

The whole community is grateful for the HEAL Cities Campaign, and the support that we have received from the League of Oregon Cities and the Oregon Public Health Institute. We are also grateful for the funding from Kaiser Permanente. Without this funding we could not have budgeted the money for this community project and it has truly been a community wide/involved project. I believe that local projects like this bring the community together, lets neighbors meet, creates pride for our City, and may be most importantly teaches our children the importance of civics and community volunteerism.

Thank you again for all of your help and support on making this idea a reality.

Sincerely,



Terry Ungricht  
HEAL grant project manager

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## AGENDA REPORT

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**to:** City Council  
**from:** Mayor Terry Ungricht  
**subject:** Assistance To Firefighter grant Update  
**date:** 2/20/2015

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### **Summary**

Council is being given an update on the Assistance to Firefighter grants that the City received earlier this fiscal year.

### **BACKGROUND**

The fire Department has received delivery of the turn-outs that was part of the Assistance to the Fire Fighters grant.

### **Previous Council Action**

None

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

Cost of the turn-outs were \$52,965.66.

### **STAFF RECOMMENDATION**

Accept delivery of the turnouts to allow payment and request for reimbursement per terms of grant.

### **EXHIBITS**

### **PROPOSED MOTIONS**

I move that Council accept the turnouts

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## AGENDA REPORT

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**to:** City Council  
**from:** Mayor Terry Ungricht  
**subject:** City Attorney RFP Update  
**date:** 2/25/2015

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### Summary

Update on the RFP process for naming a new City Attorney.

### BACKGROUND

At the January Council meeting, Council directed staff to submit a RFP for a City Attorney and formed a sub-committee made up of Mayor Ungricht, Council President Sickles, and Councilor Meier. Staff advertised the RFP and the sub-committee met to review applications. The only Law group that applied was the Local Government Law group, application in packet. Our designated Attorney from the firm would be Ross Williamson, whom was the trial attorney that handled the Luckiamute Water dispute for the City and has been helping the sub-committee that was formed to negotiate a new contract with LWD.

### Previous Council Action

Council authorized the RFP process and appointed a sub-committee to review applicants.

### ALTERNATIVES/FINANCIAL IMPLICATIONS

The City only received one application by the dead line. Sub- committee met and reviewed the application from the Local Government Law Group. The firm's hourly rate is \$190.00 an hour for general attorney time and \$75.00 an hour for paralegal time. While this is an increase of hourly rate from Lane Shetterly, the proposal is for staff to work with attorney by email and phone, not to have the Attorney attend every meeting, which should have a cost savings.

### STAFF RECOMMENDATION

Sub-committee moved to recommend the applicant to Council on the Council acceptance of not requiring the City Attorney to attend every City Council meeting.

### EXHIBITS

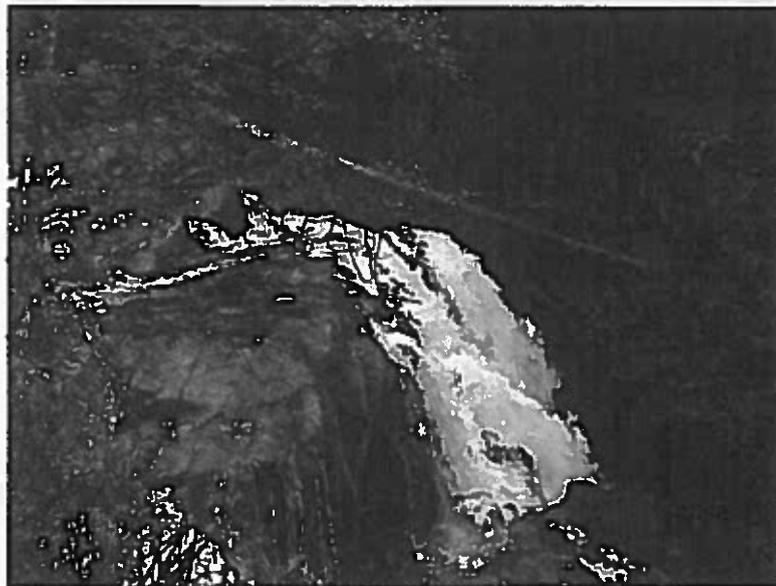
Copies of the proposals submitted to the City.

### PROPOSED MOTIONS

I move that the Council allow staff and Mayor Ungricht to enter into an agreement with Local Government Law Group for the services of City Attorney.

# CITY OF FALLS CITY

## RESPONSE TO CITY OF FALLS CITY REQUEST FOR QUALIFICATIONS FOR CITY ATTORNEY SERVICES FEBRUARY 2015



### LOCAL GOVERNMENT LAW GROUP PC

*a member of Speer Hoyt LLC*  
975 Oak Street, Suite 700  
Eugene, Oregon 97401  
Telephone: (541) 485-5151  
Facsimile: (541) 485-5168  
Email: [ross@speerhoyt.com](mailto:ross@speerhoyt.com)

## **Response to City of Falls City, Oregon Request for Qualifications for City Attorney Services**

**Name:** The Local Government Law Group  
**Business Address:** 975 Oak Street, Suite 700  
Eugene, OR 97401  
**Business Phone:** 541-485-5151

The City of Falls City is seeking legal counsel through a Request for Qualifications. The Local Government Law Group is submitting this response and wishes to explore our ability to provide the City with the legal services it desires.

### **Qualifications**

#### **Our Firm**

The Local Government Law Group consists of five experienced attorneys specializing in providing expert legal services to Oregon's local governments: Carolyn H. Connelly, Christy K. Monson, Ross M. Williamson, Lauren A. Sommers, and Diana Moffat. Three of *counsel* attorneys also regularly assist our firm: J. Kenneth Jones, Russell D. Poppe, and John A. Wolf. We have close relationships with other specialists, such as bond counsel, and can easily coordinate those services when needed to meet the needs of our clients. Our firm currently provides legal services to more than 21 cities, as well as approximately 75 other governmental entities. Every city is different; we have experience in tailoring legal solutions to each city's needs and style.

The attorneys of the Local Government Law Group provide representation exclusively to governmental entities, without the competing pull on our resources from private interests. We have structured our law practice specifically to allow us to provide services tailored to fit the needs of cities, including the need to act quickly when needed.

#### **Our People**

<b>Name:</b> Ross M. Williamson	<b>Years of Municipal Experience:</b> 14
<b>Law School:</b> University of Oregon	<b>Oregon Bar Admission:</b> 2001
<b>Specialization:</b> Land use, public contracting, public meetings, public records, code enforcement, elections, sign codes, municipal courts, and intergovernmental agreements.	

**Professional Affiliations:** Oregon State Bar, Washington State Bar Association, Oregon City Attorneys Association, and Lane County Bar Association.

**Summary of Experience:** Ross joined the Local Government Law Group firm in August 2009, after eight years of city representation at another Eugene-area law firm. Ross's practice emphasizes land use and public contracting, but he also has experience in the full gambit of local government law issues. Ross received his law degree from the University of Oregon School of Law in 2001, where he was on the staff of the Oregon Law Review. Ross is admitted to practice in the federal courts and has experience advising clients through all aspects of litigation at both the state and federal court levels. He also has experience in litigating matters before the Land Use Board of Appeals and the Oregon Court of Appeals. Ross is a native of the northwest, having grown up in the Seattle area. Prior to practicing law, Ross worked for the Washington State Supreme Court in court administration.

**Name:** Carolyn H. Connelly

**Years of Municipal Experience:** 20

**Law School:** Vermont Law School

**Oregon Bar Admission:** 1995

**Specialization:** Public contracting, infrastructure financing, land use, environmental law, public meetings and public records.

**Professional Affiliations:** Oregon State Bar, Oregon City Attorneys Association, and Lane County Bar Association.

**Summary of Experience:** A founder of the Local Government Law Group, Carrie joined the Speer Hoyt law firm in April 1997. Carrie specializes in environmental law, land use law, public contracting infrastructure financing, and real estate law, while maintaining expertise in open meetings, public records, and the drafting and review of legislation and contracts. She routinely advises clients by phone and during public meetings. Carrie authored a chapter in the Oregon Fire District Directors' Handbook and a section for the Oregon Law Institute, regarding special district boundary changes. Carrie regularly speaks to various municipal groups and private organizations regarding land use development issues, public contracting, public records and meeting laws, government ethics, employment matters, and environmental issues. Carrie graduated from Vermont Law School with both a Juris Doctorate and a Masters in Environmental Law in 1995. During law school, she interned with the Bi-State Columbia River Gorge Commission. Upon graduation, Carrie continued this position, while clerking for both the Hood River and Wasco County Circuit and District Court judges. Following her clerkships, Carrie went into private practice specializing in municipal defense litigation. Carrie is past president of Lane County Women Lawyers, and is an active volunteer for Eugene-area non-profit organizations and schools.

**Name:** Christy K. Monson

**Years of Municipal Experience:** 14

**Law School:** University of Oregon

**Oregon Bar Admission:** 2001

**Specialization:** Employment law and personnel issues, government relations, franchises, administrative law, public records, public meetings, and government ethics.

**Professional Affiliations:** Oregon State Bar, Oregon City Attorneys Association, and Lane County Bar Association.

**Summary of Experience:** Christy specializes in employment law and state and local government relations. From 2000-2006, Christy served as legal counsel and lobbyist for the League of Oregon Cities, where she focused on advising, lobbying, and negotiating various municipal issues, including: public records, open meetings, government process

and ethics, police and fire issues, and public contracting. Christy now represents governments as legal counsel and as an advocate before the Oregon legislature and state agencies. Christy is a frequent lecturer and trainer at state and national government conferences and specializes in interactive, audience-driven presentations. Her speaking topics have included updates on the Oregon legislature; overviews on open meetings, public records, and government ethics laws, and the development of national legislative trends in municipal law. Christy is the past president of the Executive Committee of the Government Law Section of the Oregon State Bar, as well as a member of the Oregon City Attorneys Association. She has also served as an advisory member of the Oregon Law Commission's Government Ethics Workgroup.

**Name:** Lauren A. Sommers **Years of Municipal Experience:** 9  
**Law School:** University of Oregon **Oregon Bar Admission:** 2006  
**Specialization:** Election law, government ethics, public meetings, public records, and ordinance drafting.  
**Professional Affiliations:** Oregon State Bar, Oregon City Attorneys Association, and Lane County Bar Association.  
**Summary of Experience:** Lauren has been providing advice to local government entities since 2006. Her areas of expertise include: government ethics; public records and public meetings laws; urban renewal; annexation and withdrawal; election law; Measures 37 and 49; and government relations. Lauren co-authored the Oregon chapter of the 2009 edition of the State Capital Group's "Lobbying, PACs, and Campaign Finance: 50 State Handbook," and authored "A Practical Guide to Measure 37," Journal of Environmental Law and Litigation, volume 20(2) (Fall 2005.) Lauren received her law degree from the University of Oregon, where she was an editor of the Journal of Environmental Law and Litigation and served on the boards of the Women's Law Forum, and Public Interest Public Service Program, and the Loan Repayment Assistance Program. Lauren currently serves on the Executive Committee for the Oregon City Attorneys' Association, and is an adjunct professor at the University of Oregon School of Law.

**Name:** Diana Moffat **Years of Municipal Experience:** 15  
**Law School:** Lewis and Clark Law School **Oregon Bar Admission:** 1986  
**Specialization:** Labor relations, Disciplinary and Contractual Arbitrations, and Employment Relations Board Hearings.  
**Professional Affiliations:** Oregon State Bar, NPELRA, ORPELRA, and Lane County Bar Association.  
**Summary of Experience:** Diana Moffat is our labor relations expert. She is recognized statewide for her expertise at the bargaining table. Before representing governments, Diana served as a union attorney. This experience lends her critical insight during the bargaining process. Diana most recently served as the Executive Director and lead labor lawyer for the Local Government Personnel Institute, where she bargained over 200 collective bargaining agreements. Her labor practice includes drafting collective bargaining proposals, researching comparative wages and benefits, presenting all proposals and justifications at the bargaining table as chief spokesperson and assessing counter proposals. Diana has represented numerous public employers in the mandatory mediation process, as well as in interest arbitrations. Diana has represented

governments in disciplinary proceedings and arbitrations. She has also presented unfair labor practices and unit clarification cases to the Employment Relations Board. Diana is well versed regarding employment issues such as: overtime pay, light duty, medical determination, seniority, annual evaluations, vacation, medical insurance coverage and sexual harassment issues. Prior to her focus in labor law, Diana served as an Oregon Deputy District Attorney for 14 years.

**Name:** J. Kenneth Jones      **Position:** Of Counsel      **Years of Municipal Experience:** 40+  
**Law School:** University of Oregon      **Oregon Bar Admission:** 1972  
**Specialization:** Labor and employment, Oregon special districts, budget law, elections, and public finance.

**Professional Affiliations:** Oregon State Bar, Washington State Bar Association, Oregon City Attorneys Association, and Lane County Bar Association.

**Summary of Experience:** Ken Jones is the senior municipal attorney affiliated with the firm. He served as a Captain for four years in the Air Force Judge Advocate's office before entering private law practice in 1976. Ken is the attorney for the Oregon Fire District Directors Association and the Oregon Fire Chief's Association. He was co-editor of the original Oregon Fire District Directors Handbook and authored chapters in subsequent editions. He has authored a chapter on special districts for the Oregon Law Institute and is a frequent lecturer at conventions. Ken's speaking topics include formation, annexation and dissolution of districts; the Oregon Fair Labor Standards Act; directors' duties and responsibilities; policy adoption and implementation; conflicts of interest; dismissal and discipline of public employees; and local government budget law. Ken is experienced in labor law and negotiations. He has developed civil service systems, and personnel policies and procedures manuals for various entities and businesses. Ken is past Chair of the Government Law Section of the Oregon State Bar. He has also served as a director of the Bar's Construction Law Section. Ken is the recipient of the Oregon Fire Chiefs Meritorious Service Award, the Oregon Fire District Directors Association President's Award for Outstanding Contribution to the Fire Services and the 2013 Oregon City Attorneys Association Recognition award.

**Name:** Russell D. Poppe      **Position:** Of Counsel      **Years of Municipal Experience:** 30+  
**Law School:** University of Oregon      **Oregon Bar Admission:** 1980  
**Specialization:** Labor and employment, and condemnation.

**Professional Affiliations:** Oregon State Bar and Oregon City Attorneys Association.

**Summary of Experience:** Before entering private practice in 1982, Russell served as a law clerk for the United States District Court for the District of Oregon. Since entering private practice, Russell has devoted a major portion of his practice to the representation of cities, fire districts, and other units of local government. He has substantial experience in drafting and interpreting ordinances, and advising city councils on all phases of municipal law, including employment relations, hiring processes, employment contracts, personnel policies, discrimination claims, grievances, disciplinary hearings, performance improvement plans, employee trainings, manager trainings, discipline, and discharge. He is also experienced in land use, economic development, creation of urban renewal districts, open meetings law, and government ethics law. He has taught seminars in the public and private sector on hiring processes, wage and hour laws, conducting investigations of harassment and discrimination complaints, public contracting and many

other topics. Russell has successfully defended clients against harassment complaints, discrimination lawsuits, and claims filed with the Civil Rights Division and Wage and Hour Division of the Oregon Bureau of Labor and Industries.

**Name:** John A. Wolf                      **Position:** Of Counsel    **Years of Municipal Experience:** 30+  
**Law School:** Lewis and Clark College of Law                      **Oregon Bar Admission:** 1980

**Specialization:** Litigation, real estate, prosecution, and taxation.

**Professional Affiliations:** Oregon State Bar and Lane County Bar Association.

**Summary of Experience:** John was in private practice in Reedsport until May 1987. While in Reedsport, he served as Assistant City Attorney and City Prosecutor for the City of Reedsport, and as Chairman of the Port of Umpqua Commission. John has represented and advised individuals and businesses in a wide variety of areas of the law, including real estate, family law and divorce, contracts, local government law, and litigation of all types. His practice includes tax law and litigation, especially in matters concerning the IRS and the Oregon Department of Revenue. Specifically, John's areas of litigation include condemnation, civil prosecutions for ordinance violations, mediation, arbitration, and easements and boundary line disputes.

#### **Legal Services**

To serve the needs of the City of Falls City, we propose that one attorney from our firm, Ross Williamson, be designated as your primary contact attorney. Having a primary contact at our law firm will ensure that we will develop a familiarity and trusting relationship. Of course, our clients know they may contact any of our local government team members at any time. Our goal is to provide a consistent, knowledgeable, and diverse resource for you to address your immediate needs, as well as your long term goals, when your City Administrator and City Attorney wish to call on our expertise and/or experience.

With five full-time and three *of counsel* attorneys, even when dealing with vacation schedules or other client matters, we have the capacity to be responsive to all our clients. When you call or email with a legal question, we work with you to determine your deadlines and objectives. Broad legal inquiries without special deadlines are generally turned around within one or two weeks. More routine questions, or those that need more immediate attention, are addressed in short order. In some cases, a telephone conference with your legal counsel will be enough to ensure the City is addressing a legal concern in accordance with the law or to provide ideas for a creative response.

A call to our office will usually be returned within the hour. If, for some reason the attorney you seek is unavailable, we encourage you to speak with another team member. Often, your inquiries can be answered over the phone; however, some inquiries require more thought and research. While no two projects are alike, you can generally assume that questions regarding public meetings, public records, ethics, rules of order, and general governance will be answered in a single conversation or email exchange. Drafting or research projects, such as ordinance preparation, public contracting or land use work, require more thought. Timelines for those types of projects will vary.

When the City requests, we will travel to Falls City for face-to-face meetings. At times, we may suggest a personal meeting to help us get more and better information from your staff. However, we expect that the City would be well served with telephone advice and teleconferences in most cases.

The Local Government Law Group focuses on providing affordable, expert legal advice to Oregon local governments. This narrow focus also allows us to provide our clients with email updates on important legislative changes or case law that will affect the City. These are provided at no cost to you and assist your Council and staff in keeping up to date on the latest legal developments.

Because we focus our work on local government issues, we can often supply our clients with policies and other legal products quickly, at a low cost. For example, our firm regularly produces a model public contracting packet, including rules, adopting resolutions, notice, and an explanatory letter for local governments. We offer these model public contracting rules at a flat price. Even though it took our attorneys over 80 hours to create these model public contracting rules, we can offer these at a low cost because we serve many government clients. We have also offered similar flat rates for other policies. The model policies can be adopted as provided, or we can offer modifications to address the individual needs of your City.

## **Commitment**

Our firm is committed to providing efficient, high quality legal advice to government entities. As a result we focus all our training, resources, hiring, and research on issues that will matter to Falls City. Many firms who try to specialize in both public and private law often find their resources and expertise are thinly spread. We believe the Local Government Law Group's targeted focus benefits our clients, and in the end, benefits the public.

## **Compensation**

All of our attorneys' time is kept by an electronic timekeeping program. We bill our services by one-tenth of an hour. When you receive a bill from our office, it will provide a detailed account of the work we did for you. It will also identify which attorneys and staff members worked on that project and for how long. Prior to setting up our billing system, we will ask whether you would like us to bill you under sub-accounts. Many of our clients prefer this approach to assist them in their budgeting process. Examples of some sub-accounts we have created are: public works issues, personnel matters, planning matters, and the like. We can also create sub-accounts based upon your budget accounts, budget funds, or even by City department.

You are always welcome to contact us if you have any questions or concerns regarding our performance or billing. We find that keeping open lines of communication is the best way to ensure a productive working relationship.

Our proposal is for a base per-hour charge for attorney time. The "special counsel" rate we offer is very competitive in the legal services market for local government specialists.

- General Attorney time: \$190.00 per hour

- Labor negotiations, litigation, bond work, arbitration and legislative advocacy. Rates for this legal work will not be charged unless the City has been advised and agrees to the need for a specialist relating to the project. \$210.00 - \$250.00 per hour
- Legal assistant, law clerk and paralegal time: \$75.00 per hour
- Travel for City work will be billed at one-half of the applicable attorney fee rate plus the IRS mileage rate. Our firm does not charge for meals while traveling.
- The City would be responsible for all actual costs incurred by the firm, including but not limited to document recording fees, filing fees, service fees, court reporter fees for depositions and hearings, court trial fees, and other necessary court and office costs. The firm does not charge its clients for basic computer research charges, phone charges, and photocopy charges.

#### **Insurance**

**General Liability Insurance:** The firm carries a commercial general liability policy from American Economy in the amount of \$1 million per occurrence and an umbrella liability policy from American States Insurance in the amount of \$1 million.

**Workers' Compensation Insurance:** The firm carries workers' compensation insurance from SAIF Corporation with a policy limit of \$500,000.

**Professional Liability Insurance:** The firm carries the mandatory \$300,000 in professional liability insurance from the Oregon State Bar Professional Liability Fund. The firm also carries an excess policy from the Professional Liability Fund in the amount of \$2.7 million for total professional liability insurance of \$3 million.

#### **Engagement Letter**

An engagement letter and billing procedure memo is attached.

#### **Small City Clients**

We take pride in tailoring our advice to each of our cities' unique attributes, values, and needs. However, we believe it is worth noting that we currently serve several cities with approximately the same population as Falls City: Brownsville, Drain, Dunes City, Garibaldi, and Yachats.

## References

The following city references are familiar with our firm's legal services and may be contacted regarding our services:

**Ron Brean, Mayor**  
**City of Yachats**  
P.O. Box 345  
Yachats, OR 97498  
(541) 547-3640  
Email: [ron@ci.yachats.or.us](mailto:ron@ci.yachats.or.us)

**Carl A. Patenode, City Administrator**  
**City of Drain**  
129 West "C" Avenue  
P.O. Box 158  
Drain, OR 97435  
(541) 836-2417  
Email: [City.Admin@CityofDrain.org](mailto:City.Admin@CityofDrain.org)

**S. Scott McDowell, City Administrator**  
**City of Brownsville**  
255 N. Main Street  
P.O. Box 188  
Brownsville, OR 97327  
(541) 466-5666  
Email: [admin@ci.brownsville.or.us](mailto:admin@ci.brownsville.or.us)

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# Local Government Law Group <sup>PC</sup>

a member of SPEER HOYT LLC

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Carolyn H. Connelly  
Christy K. Mouson  
Ross M. Williamson\*  
Lauren A. Summers  
Diana Moffat  
J. Kenneth Jones, *Of Counsel*  
Russell D. Poppe, *Of Counsel*  
John A. Wolf, *Of Counsel*  
\*Admitted in Washington

## ENGAGEMENT LETTER AND BILLING PROCEDURE MEMO FOR THE CITY OF FALLS CITY

Thank you for considering the Local Government Law Group for Falls City's legal needs. We look forward to serving your government law needs and to a mutually satisfactory relationship. The relationship between client and attorney works best when we both have a clear understanding of the firm's policies regarding legal services, the inquiry process, and our billing and payment practices. This document explains these issues. If the policies explained in this document are acceptable to you, please sign a copy of this memo and return it to the firm. If you have any questions about these matters, please don't hesitate to call us.

### **Working with your Attorneys**

During the course of our representation, it is our goal to maintain open lines of communication with the City. It is important that the City also communicate with us. This will allow us to better serve the City and keep the City fully informed of the status of the work we are doing.

In our firm, each legal matter is assigned a primary attorney. Your primary attorney will be Ross Williamson. However, in order to take advantage of areas of expertise of our attorneys and to better serve you, some of your work may be assigned to other attorneys in the office or to law clerks. This allows us to assist you in the most efficient and economical manner possible.

E-mail communication is standard practice today and is convenient for client correspondence. However, there are some dangers with the use of e-mail. While we take precautions to protect our e-mail system and client confidences, some dangers defy even the best protections. By signing below, the City understands and confirms that privileged client communications may be transmitted by e-mail to City e-mail addresses.

During our representation of the City, please remember to provide us with any changes in your current addresses, telephone numbers, Council and staff members, and other relevant information to facilitate communications.

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It is our goal to handle our representation of the City in a personal, efficient and professional manner. If the City has a concern regarding the progress of any matter, please don't hesitate to contact us.

**Billing Statements and Hourly Rates**

You will receive a monthly statement for any services we provided to your City that month. Most statements for services are simply the product of the hours worked multiplied by the hourly rates for the attorneys, law clerks and legal assistants who did the work. However, if we feel that too much time was expended for the nature of the matter, we will reduce the fee accordingly. Additionally, sometimes we split our services (and the attorney fees) among multiple government clients who have the same legal needs. This helps you share attorney costs when possible. We'll talk with you about these opportunities when they come up.

Our hourly rates for attorneys and other members of the professional staff is as follows:

- A. Attorney time: \$190.00 per hour
- B. Services requiring specialized legal skills such as labor negotiations, bond work, arbitrations and legislative advocacy. Rates for specialty legal work will not be charged unless the City has been advised and agrees to the need for a specialist relating to the project. Work will be allocated among attorneys as necessary to provide the City with high quality, economical and efficient service.  
  
This rate is: \$210.00-250.00
- C. Legal assistant, law clerk and paralegal time: \$75.00 per hour
- D. Litigation and Outside Counsel: Determined on case-by-case basis

The firm's rates will be reviewed from time to time. We will inform you if we believe the rates should be adjusted for a future billing period.

Necessary travel for City work will be billed at one-half of the applicable attorney fee rate, plus the IRS mileage rate. The City is responsible for all costs incurred by the firm, including but not limited to document recording fees, filing fees, service fees, court reporter fees for depositions and hearings, court trial fees, and other necessary court and office costs. However, we won't charge you for basic computer research charges, phone charges, and photocopy charges.

If we determine, in partnership with you, that a matter requires outside counsel, we will ask the outside counsel to prepare a bill for our firm to review. Once that bill has received our approval, we will forward it to you for payment. We will not work with outside counsel for specialty services without first consulting you.

We bill for time expended on your behalf from the initial consultation to the closing of the matter. Activities requiring the expenditure of time may include office conferences, telephone discussions, preparation and review of correspondence, document preparation and review, and any other services associated with the work we have undertaken on your behalf.

Your monthly statement will indicate the amount of time spent, the attorneys who worked on the matter, and the charges for services based upon your current rates. You will receive an itemized billing statement each month, at which time the amount billed is due and payable. A late fee of

1.5% per month will be imposed on charges not paid within 60 days after they are billed. We try to ensure that our billings are accurate and understandable. If you ever wish to discuss your bill or the legal services rendered, please don't hesitate to call Kimberly in our accounting department or to contact the attorney working on the matter. If we receive no questions or comments from you within 30 days of the billing statement's date, we will assume that you agree to the charges billed.

**File Closing and Relationship Wind Up**

At the conclusion of each legal matter which we handle for you, we will close your file. We may retain the file only in an electronic format. It is our practice to destroy files which remain in our possession ten years after the closure date. By signing below, the City is giving us its consent to destroy files pursuant to this policy.

We each have the right to terminate our attorney-client relationship at any time. If there is any unresolved dispute over our representation or fees and it is necessary to initiate a claim, the prevailing party will be entitled to reasonable attorney fees to be set by the court.

Again, thank you for considering the Local Government Law Group. We appreciate your business and look forward to being of service to Falls City.

READ AND APPROVED:  
CITY OF FALLS CITY

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ Date

Printed Name: \_\_\_\_\_

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

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## AGENDA REPORT

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**to:** City Council  
**from:** Mayor Terry Ungricht  
**subject:** Repair to City's Waste water pump  
**date:** 2/20/2015

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### **Summary**

One of the City's waste water pumps needs to be repaired or replaced.

### **BACKGROUND**

One of the City's waste water pumps needs to be repaired or replaced. Staff removed the damaged pump on Thursday, February 19<sup>th</sup> and Interim City Manager Hanken hauled it to Flygt Pumps in Portland on Friday, February 20<sup>th</sup>. Staff cannot give any indication at this time as to when the pump will be repaired.

### **Previous Council Action**

None

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

The repair could cost an estimated \$8,000.

### **STAFF RECOMMENDATION**

None Provided.

### **EXHIBITS**

None

### **PROPOSED MOTIONS**

None Provided.

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## AGENDA REPORT

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**to:** City Council  
**from:** Mayor Terry Ungricht  
**subject:** Repair to Community Center Heating system  
**date:** 2/20/2015

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### **Summary**

Staff wants to give an update in the repair to the Community Center's heating system.

### **BACKGROUND**

When the repair people were at the Community Center replacing the heat pump. They had difficulties getting the system to function properly. Upon further inspection, they discovered that some of the ventilation equipment in the building's attic was damaged by the power surge that fried the thermostat. Additional expense will be incurred.

### **Previous Council Action**

Council awarded the repair contract to Salem Heating and Sheet Metal.

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

The City's insurance company has been notified of the additional damage and has requested a revised claim. The City's insurance has received the added work order and work is being scheduled.

### **STAFF RECOMMENDATION**

None Provided.

### **EXHIBITS**

None

### **PROPOSED MOTIONS**

None Provided.

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## AGENDA REPORT

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**TO:** CITY COUNCIL  
**FROM:** TERRY UNGRICHT, MAYOR ELECT  
**SUBJECT:** LUCKIAMUTE WATER DISTRICT  
**DATE:** 02-26-2015

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### **SUMMARY**

The Falls City Luckiamute Water negotiation committee and the LDWC have reached a tentative water contract.

### **BACKGROUND**

Falls City and Luckiamute Domestic Water Cooperative, LDWC, have been in negotiations on a bulk water contract for years and in the absence of an agreement Falls City Council moved to raise the LDWC rates to outside residential. The Falls City and LWD negotiation committees have reached a tentative agreement that the LWD board will be voting to move forward or return to the negotiation committees on 02-09-2015. LWD district Director Danny Jaffer has polled his board and they seem favorable to the agreement.

### **PREVIOUS COUNCIL ACTION**

Council tabled an agreement that was voted down by Luckiamute Water District.

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

This agreement would set the minimum usage at 200,000 base per vault, raise rates to \$2.25 per unit (1000 gallons) and add a \$0.10 increase, or match increase to all users if higher, over the next three years, bringing LWD's rate to \$2.55 in 2018. After 2018 LDWC would be subject to the same rate increases as all other customers, or the ability to negotiate for a higher/less amount.

### **STAFF RECOMMENDATION**

Staff recommends that Council approve the language of the contract with Luckiamute Domestic Water Cooperative.

### **EXHIBIT**

Copy of agreement.

### **PROPOSED MOTIONS**

I move that City Council of the City of Falls City adopt resolution 01-2015. A resolution adopting a Bulk Water agreement between the City of Falls City and Luckiamute Domestic Water Cooperative.

**Resolution 01-2015**

**A RESOLUTION OF THE CITY OF FALLS CITY, OREGON AUTHORIZING THE BULK WATER AGREEMENT BETWEEN THE CITY OF FALLS CITY AND LUCKIAMUTE DOMESTIC WATER COOPERATIVE.**

**Recitals**

- A. The City of Falls City owns and operates a water supply distribution system with a capacity currently capable of serving the needs of the City's current customer base and to also serve water users served by Luckiamute Domestic Water Cooperative, an Oregon Cooperative Corporation, under the terms of the agreement.
- B. The City of Falls City is allowed to make bulk rate agreements, per Chapter 51.04, item E, special contracts of Falls City Municipal Code.
- C. The City and Luckiamute Domestic Water Cooperative have negotiated an agreement for the bulk sale of water, while retaining the right of first need to be to the customers of the City of Falls City, per Chapter 51.04, item G of Falls City Municipal Code.
- D. The City of Falls City has found this agreement for the sale of water to be in the City's best interests and that water sold will not be needed by the city during the terms of the agreement.

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

Section 1. The Council authorizes the Water Purchase Agreement between Falls City (Seller) and Luckiamute Domestic Water Cooperative (Purchaser) as attached hereto as Exhibit A.

Section 2. The agreement will go into effect on the beginning of the next billing cycle after signing and dating by both parties of acceptance of the Agreement.

Section 3. This resolution shall take effect immediately upon adoption by the City Council and signature of the Mayor.

Adopted this \_\_\_\_ day of March, 2015.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terry Ungricht, Mayor

Attest:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jon Hanken, City Manager

## WATER PURCHASE AGREEMENT

This agreement is for the sale and purchase of water and is entered into on the \_\_\_ day of \_\_\_, 2015, between the City of Falls City, Oregon a municipal corporation as SELLER, and Luckiamute Domestic Water Cooperative, an Oregon cooperative corporation, as PURCHASER. The principles of this contract take effect at 12:01 AM on \_\_\_\_, 2015, and supersedes any and all previous contracts between the City of Falls City, Oregon, and the Luckiamute Domestic Water Cooperative, sited in Suver, Oregon.

Whereas, Purchaser is organized and established under the provisions of Oregon statute for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser, and to accomplish its purpose Purchaser requires an ongoing supply of treated water; and

Whereas, Seller owns and operates a water supply distribution system with capacity currently capable of serving the citizens of the City of Falls City together with water users to be served by Purchaser; and

Whereas, by Resolution No.01-2015, enacted on the 12th day of March, 2015, by Seller, the sale of water to Purchaser in accordance with the terms set forth therein and the execution of this contract was duly authorized; and

Whereas, by signature of the Board of Directors of Purchaser, enacted on the \_\_\_ day of \_\_\_, 2015 the purchase of water from Seller in accordance with the terms set forth therein and the execution of this contract is duly authorized.

Now therefore, in consideration of the foregoing and the mutual agreements set forth below, the parties agree as follows:

1. Seller shall furnish Purchaser at the point of delivery specified below, during the term of this contract or any renewal thereof, potable treated water meeting applicable purity standards of the Oregon Health Division in such quantity as may be required by Purchaser, but not to exceed 3,000,000 Gallons per month.
2. Seller will, at all times, operate and maintain its water system in an efficient manner and will take such action as may be necessary to furnish Purchaser with quantities of water specified under this agreement. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event Seller is unable, at any time, to meet both Seller's service obligations to its municipal water customer's and Purchaser's requirements under contract, the supply of water to Purchaser will be reduced and Seller's municipal water customers will be entitled to priority for water service, without liability to Seller. To the extent that Seller is unable to provide at least 400,000 gallons in a given billing period, Seller will only charge Purchaser for the amount of water in total provided using the per/1000 gallon charge, as per paragraph 7, below.

3. Seller shall furnish water to Purchaser at a reasonably constant pressure that meets Oregon State standards from an existing 6-inch main supply at a point located at the Falls City Cemetery. Seller shall also furnish water to Purchaser at a reasonable constant pressure that meets Oregon State standards from an 8-inch main supply point located at Waymire Road and Bridgeport Road. If a greater pressure is required by Purchaser, the cost of providing such greater pressure shall be borne by Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, earthquake, or other catastrophe shall excuse Seller from this provision for such reasonable period of time as may be necessary to restore service.
4. Purchaser shall furnish, install, operate and maintain at its own expense all metering equipment, back-flow device, pressure gauge and water lines from point of delivery and shall calibrate such metering equipment annually in the month of \_\_\_\_\_. Purchaser shall forward to Seller proof of calibration compliance no later than seven (7) working days from completion of said calibration. Purchaser shall be responsible for obtaining all permits and fulfilling all other legal requirements necessary for the installation and operation of the water delivery system.
5. Purchaser's system area of responsibility for maintenance and operation begins at and includes the valve just prior to the meter, both contained in the vault. Additionally, Purchaser is responsible for the vault and internal appurtenances. Seller's system area of responsibility includes all water delivery lines and appurtenances upstream of said valve, and external to the vault. The "vault" in this paragraph refers to two vaults, one each sited in the locations noted in paragraph 3, above.
6. The water meter shall be read by the Seller on or about the 25<sup>th</sup> day of each subsequent month and Seller shall furnish Purchaser on or about the first day of each month with an itemized statement of the amount of water furnished Purchaser during the preceding month.
7. Purchaser shall pay Seller, not later than the 15<sup>th</sup> day of each subsequent month for water delivered during the previous month at the rate of \$2.25 per 1000 gallons at a base of 200,000 gallons per meter (or a total of 400,000 gallons for both meters combined) per month. A late fee set by resolution of City council for all water customers shall be applicable if payment not received by the 25<sup>th</sup> day of the month.
8. On or before the 15<sup>th</sup> of March of each year during the term of this agreement the parties may review and negotiate the water rate referred to in paragraph 7. If within 45 days of the 15<sup>th</sup> of March, the parties have not reached an agreement for water rate, Seller may implement the same percentage rate increase assessed to that of seller's domestic/residential users. In the event that Seller does not raise rates at a percentage that would meet a \$0.10 increase per 1000 gallons to Purchaser, Purchaser agrees for the years 2016, 2017, and 2018, to an automatic minimum increase of \$0.10/1000-gallons per year for those years.
9. This contract shall extend for a term of 10 years from the effective date and thereafter may be renewed or extended for such term or terms as may be agreed upon by the parties. Either party may terminate the contract by providing the other party with a 36 month prior written notice.

10. Seven days prior to any estimated date of reconstruction and/or significant alteration of Seller or Purchaser's water supply distribution system that may affect water delivery or receipt (does not include routine scheduled maintenance), the affected party shall notify the other party in writing of the date for restoration of delivery/receipt of water. Each party shall have the right of final inspection upon connection to water supply to verify compliance with all Oregon standards. Each party shall be responsible for providing the other party with letter of compliance meeting Oregon standards. Writing in this paragraph may be defined as an e-mail notice with a one day business return response.
11. When requested by Purchaser, Seller will make available to Purchaser at the point of delivery, water sufficient for testing and flushing.
12. This contract is subject to the rules, regulations, and laws of the State of Oregon and both parties shall cooperate in obtaining permits, certifications, and board licenses as may be required to comply therewith. Except as specifically provided otherwise herein, all notices shall be delivered by certified mail addressed as follows:

Seller:  
City of Falls City  
Attn: City Clerk/Finance Officer  
299 Mill Street  
Falls City, Oregon 97344  
Phone (503)787-3631

Purchaser:  
Luckiamute Domestic Water Coop  
Attn: Manager  
8585 Suver Road  
Monmouth, Oregon 97361  
Phone (503)838-2075

13. In the event that Seller may elect to sell water to other entities operating a water supply distribution system during the life of this agreement, Purchaser shall have the right of first refusal to acquire said water on the same terms and conditions under which Seller may elect to sell said water to said user.
14. In accordance with all applicable Oregon Revised Statutes, Oregon Tort Claims Act, Oregon Constitution, Federal Laws, and Federal Constitution, Purchaser agrees to indemnify, defend and hold harmless the Seller and its officers, agents, and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of the Purchaser, and Purchasers officers, agents, and employees in performance of this agreement. In accordance with all applicable Oregon Revised Statutes, Oregon Tort Claims Act, Oregon Constitution, Federal Laws, and Federal Constitution, Seller agrees to indemnify, defend and hold harmless Purchaser and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands from the

acts or omissions of the Seller and Seller's officers, agents and employees, in performance of this agreement.

15. In the event of Purchaser's default or failure to comply with any of its obligations under the terms of this agreement, Seller may, with written notice, suspend the provision of water service to Purchaser until such default or failure to comply has been remedied to Seller's satisfaction. If Purchaser's default or failure to comply is not remedied within 30 days after the suspension of service by Seller, Seller may terminate this agreement. In the event Seller is unable to provide Purchaser the agreed upon units of water, Purchaser will pay only for water provided (per paragraph 2 of this document). Additionally, if Seller's inability to provide agreed water persists for over 30 days, Purchaser retains the right to terminate this agreement.
16. Notwithstanding any other provision in this agreement Seller's obligation to supply water under this agreement is subject and limited to Seller's capacity to do so within the limitations of Seller's municipal water rights and water system. Seller will have no obligation to make any improvements to or upgrades or expansion of its municipal water supply system for Purchaser's benefit or to enable Seller to meet its obligations under this agreement.
17. This agreement does not give any Member or customer of Purchaser any enforceable rights against Seller, and Seller will have no obligation or liability to any Member or customer of Purchaser for any claim, liability, demand, damages or action arising under or relating to the terms of this agreement. Purchaser's Members are not third-party beneficiaries of this agreement.
18. In the event of litigation, enforcement, a suit being filed arising under or relating to the terms of this agreement, the prevailing party in such performance, suit, or action will be entitled to such party's reasonable attorney fees as may be awarded by the court in which such suit of action is tried, heard, or decided, and on any appeal therefrom.

In Witness Whereof, the parties hereto, acting under authority of their respective governing bodies has caused this agreement to be duly executed in duplicate, each of which shall constitute an original.

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

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

Seller: City of Falls City

Purchaser; Luckiamute Domestic Water Cooperative

By: \_\_\_\_\_  
Mayor City of Falls City

By: \_\_\_\_\_  
LDWC President

\_\_\_\_\_  
Council President

\_\_\_\_\_  
LDWC Vice President

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Councilor

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LDWC Director

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Councilor

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LDWC Director

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Councilor

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LDWC Director

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Councilor

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## AGENDA REPORT

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**TO:** COUNCIL  
**FROM:** MAYOR UNGRICHT  
**SUBJECT:** COMMITTEE APPOINTMENTS  
**DATE:** 3/04/2015

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### **SUMMARY**

The City has received an application from John Hawkins for the vacancy on the Parks and Recreation Committee.

### **BACKGROUND**

With the resignation of Mayor Ungricht from the Parks Committee there is currently one (1) vacancy on the committee.

### **PREVIOUS COUNCIL ACTION**

N/A

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

There are no fiscal impacts.

### **STAFF RECOMMENDATION**

N/A

### **EXHIBIT**

Committee application and resignation letter.

### **PROPOSED MOTION**

I move the Falls City Council grant it's consent to appoint John Hawkens to the Parks and Recreation Committee and accept the resignation of Mayor Ungricht from the committee.

To: Falls City Council

RE: Resignation Letter from Parks and Recreation Committee

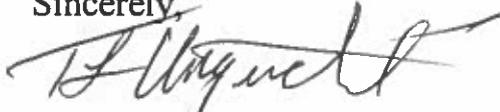
Dear Falls City Councilors,

I am writing to resign from the Falls City Parks, Recreation, and Cemetery Committee.

With my appointment to the Falls City Public Works Committee and to help encourage citizen involvement in our City's committees' I request that my resignation letter be accepted.

It has been an honor serving with the Parks Committee over the last 2 years and I hope to continue to attend meetings and be an asset to the Committee on events they carry out.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Ungricht", written over the word "Sincerely,".

Terry Ungricht



# Application for Committees

MAR 04 REC'D

*DP*

## 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:	JOHN F. HAWKINS
Street Address:	496 5TH ST
Mailing Address:	
City/State/Zip Code:	Falls City OR 97344
Home Phone:	(503) 357-4978
Work Phone:	
E-Mail Address:	

### Background

Years of Residence in Falls City:	10
Place of Employment:	DIS.
Occupation:	
Educational Background:	3 1/2 YRS BUSINESS LAW NORTH RIDGE + VALLEY COLLEGE 5 YR PLAYERS UNION 261
Prior Civic Activities:	COMMUNITY SERVICE IS. IN PARKS IN FALLS CITY

### 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

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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.

Know the Parks, Knowledge of Plumblings  
i.e. Bath Rooms. designed Oregon gardenes  
sprinkler system.

**Motivation**

Discuss your motivation for serving on this Committee.

Its my Home Area. i use the Parks

**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)	John F. Hawkins
Signature	John F. Hawkins
Date	3-4-15

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

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Public Works Staff Report February 2015

Sat. 1/31 Routine water and sewer.

Sun 2/1 Routine water and sewer.

Mon 2/2 Routine water and sewer, working on budget items, water w/o leak investigation 949 Parry Rd., water w/o leak investigation 19245 Falls City Hwy.

Tue 2/3 Routine water and sewer, budget items, ditch work Bryant.

Wed 2/4 Routine water and sewer, budget items, locate on Mitchell Street 700 block, water w/o leak investigation 234 Montgomery.

Thurs 2/5 Routine water and sewer went over Independence to FVMCO pick up a starter for the dump truck, water and sewer samples. Valley Electric to work U/V System problem with the lights.

Fri 2/6 Routine water and sewer, City received some heavy rain 2.26 inches, went into Salem Ferguson water works, prices in Water Department.

Sat 2/7 Routine water and sewer.

Sun 2/8 Routine water and sewer.

Mon 2/9 Routine water and sewer, Went into Dallas gas, L and L Equipment price on a new lawn mower, called out, power out at the Water Treatment Plant, tree went across power lines, had to bring back hoe up to down tree cut and push off road, power restored 1. Am.

Tue 2/10 Went into work early do to more heavy rain, had to go into Glaze Cr. Clean intake, Plant was making water 10 am

Wed 2/11 Meet with Hatch, they calibrate the City instruments at the WPT, Meet him at 6:30 am, then did are routine rounds,

Thurs 2/12 Routine water and sewer, ran grader Montgomery, Camron, First Ave., Estelle, Clark, mowed grass, water w/o 78 North Main for reread meter to verify leak has been repaired, water w/o reread at 259 6<sup>th</sup> street for final bill.

Fri 2/13 Routine water and sewer, research budget items, waist water sewer report for State DEQ.

Sat 2/14 Routine water and sewer, will doing the rounds I discovered one of the main sewer pump in the recirculation tank had not ran that day, called out Valley Electric and that pump is out and in need of a rebuild, had to call cork down to switch valves.

Sun 2/15 Routine water and sewer.

Mon 2/16 Routine water and sewer, holiday.

Tue 2/17 Routine water and sewer deliver 50 plus shut off notices.

Wed 2/18 Routine water and sewer, work in upper park rack limbs, work out of Water Treatment Plant budget items.

Thurs 2/19 Routine water and sewer, pulled pump out of recirculation tank, working on budget items.

Fri 2/20 Routine water and sewer, make a list of City equipment inventory, load pump in City manger pick-up, deliver it to Portland for rebuild.

Sat 2/21 Routine water and sewer.

Sun 2/22 Routine water and sewer.

Mon 2/23 Routine water and sewer, made a temporary repair on a service line on 6<sup>th</sup> Street, City is going to need to run a new service line. Meet with Josh Delsman, for give bid on ditch work down on South East side of town that is on privet property. Shut of three customers for non payment.

Tue 2/24 Routine water and sewer, meter reading, reconnect 547Clark Street.

Wed 2/25 Routine water and sewer, meter rereads, high and non consumption meter reads, two reconnect on Sheldon Ave.

Thurs 2/26 Routine water and sewer went into Dallas for gas and Van Wells, pick up a rack, City has a community service worker, we have him working in the upper park. Finish budget items for City departments.

Fri 2/27 Routine water and sewer, did monthly staff report, ran grader, Park St, Woods, East Ave. fill pot holes Forest View.

Library Director's Report  
February, 2015

Attendance totals for the Wagner Community Library February 2015 188; the breakdown is as follows:  
Adults 128 and Youth 60, regular hours.

Ninety new titles (part of the Rotating Collection) were processed during February. Too large to squeeze into their former location, you'll find them housed on the South wall under the biographies. The February advisory meeting was cancelled due to illness. The Chemeketa meeting was held in Sheridan and highlighted repairing circulation errors specifically with holds and overdues. For the months of December and January, I have been liberal with the "fines forgiveness" key. The Wagner patrons have been especially patient with Symphony errors. Library Directors system-wide insisted that notification preclude any collection action until further notice.

Feedback has been received about library utilization on Sundays. Based on that data, library hours will remain as they are. Volunteer hours logged for February total 27. The library was able to make resources available for the high school careers topic as well as assist in planning the April poetry assembly. Monthly library programs on the last Saturday of the month are beginning to build a following. For March 21, a Lego Build-In project is scheduled.

Elementary students continue to read with gusto. Look for their "Snake in the Cake" story and other writing exercises on the website.

Respectfully submitted,

Cynthia Hovind, Director  
Wagner Community Library