

Notice of Special Meeting City Council Meeting

AGENDA

CITY OF FALLS CITY, OREGON

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

Tuesday October 9, 2018 6:30 p.m.

Posted on October 8, 2018 at 11:00 a.m.

1. Call to Order

2. Roll Call

- a. Jeremy Gordon, Mayor ____ Dennis Sickles ____ Lori Jean Sickles ____
Jennifer Drill ____ Tony Meier ____ Charlie Flynn ____ Clifford Lauder ____

3. Pledge of Allegiance

4. Motion to Adopt the Entire Agenda

5. Public Comments: This is the time set for Citizens to address the Council regarding items not already on the agenda.

- a. Please limit your commentary to five (5) minutes or less.
- b. Please state your name and city of residence for the record.

6. New Business: Members of the public wishing to comment on items of new business must sign up at the podium near the entry prior to commencing this portion of the agenda. Comment time may be limited by Mayoral prerogative.

- a. Closure of 3rd St. from Main St. to Pine St.
 - i. Street Closure Request formpg. 1-4
 - ii. Falls City Street Closure Ordinance.....pg. 5 - 6

7. Adjourn



STREET CLOSURE REQUEST FORM

FALLS CITY MUNICIPAL CODE

Sections 91.02 and 91.03 of the Falls City Municipal Code govern street closures. City Council approval is required for all street closures not part of an emergency response, public works, or utility job.

Requirements:

1. Provide this form to City Hall for review no later than one week prior to the regular City Council Meeting preceding your requested closure.
2. Provide a non-refundable fee of \$25 per day the street will be closed.
3. Provide a certificate of liability insurance in an amount to be determined based on the nature of your event, but typically not less than \$1 million per occurrence, and \$2 million aggregate. The certificate of liability MUST name the City of Falls City as an additional insured.
4. Agree to maintain a clear passage for emergency vehicles.
5. Provide adequate sanitation facilities and evidence thereof to the city.

BASIC INFORMATION

Applicant Name: Falls City School District

Applicant Address: 111 N. Main St.

Applicant Phone: 503 787 3521

Date(s) of Requested Closure: 10/11/18

Reason for Closure & Activity to be Conducted: Falls City H.S. EMS
Industry Day - Student Stations to learn
about careers in emergency services

Description of the street area to be closed: 3rd between Main & Pine

Request Closure Starting: 8:30 am AM/PM; Ending: 1:00 AM/PM

REPRESENTATIONS BY APPLICANT

[Signature] Initials: It is my responsibility to ensure emergency vehicles have a clear passage and immediate access to and through the area approved for street closure.

[Signature] Initials: It is my responsibility, and I agree to place and remove sufficient barricades and signs to ensure the safety of the area approved for street closure and all those within it.

The barricades I will use to block the street are described as follows: Please see
Fire Association App.

AS Initials: I understand that if I require assistance to barricade or remove barricades to the streets, I will be charged for that service and agree to pay the costs enumerated in the City Fee Schedule.

AS Initials: I understand that it is my responsibility to ensure the area approved for closure is free of all tangible materials that were not there prior to the closure (i.e. clean up after yourself).

By signing below, I agree to abide by all provisions of the Falls City Municipal Code and this application. I further agree to hold harmless and indemnify the City of Falls City, its Officers, Agents, and Assigns for any and all liability associated with the street closure herein and the event for which it was sought.

Applicant Signature AK Hough Date 9/4/18

INTERNAL USE ONLY

\$25/day Fee- Cash Check ; Date _____; Amount _____; Receipt # _____; Received by _____.

Fire Review

MAC Initial: I have reviewed the request and DO have concerns DO NOT have concerns.
Concern Fire Assn. assisting in event

Public Works Review

MAC Initial: I have reviewed the request and DO have concerns DO NOT have concerns.
Concern None noted.

City Manager Review

MAC Initial: I have reviewed the request and DO have concerns DO NOT have concerns.
Concern _____

City Council:

Vote Tally- Ayes _____ Nays _____ Abstain _____
Approved Yes No (approval effective on date of signature by Presiding Official)
Signature of Presiding Official _____ Date _____

City Staff:

Notification of Approval

- Falls City Fire
- Public Works
- City Manager
- Sheriff's Office
- Willamette Valley Communications (dispatch)

Name of Staff Completing Notifications _____ Date _____

GENERAL LIABILITY and AUTO LIABILITY ADDITIONAL PARTICIPANT CERTIFICATE

AGENCY/AGENT - ISSUING CERTIFICATE Date: 10/03/2018

WHA Insurance 2930 Chad Dr Eugene, OR 97408 Kelly McCorkle 800-852-6140	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENTS. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN ANY OF THE FOLLOWING PARTIES: THE AGENCY, NAMED PARTICIPANT, CERTIFICATE HOLDER AND/OR COMPANIES AFFORDING COVERAGE.
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NAMED PARTICIPANT/MEMBER - REQUESTING CERTIFICATE Falls City School District #57 111 N Main St Falls City, OR 97344 Debbie Diener 503-787-3521	ORGANIZATIONS AFFORDING COVERAGE Company A - Property Casualty Coverage for Education (PACE) Company B - Genesis Insurance Company
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COVERAGES

This is to certify that Coverage Documents listed herein have been issued to the Named Participant herein for the Coverage Period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the Coverage Documents listed herein is subject to all the terms, conditions and exclusions of such Coverage Documents. Aggregate Limits which are shown may have been reduced by paid Claims, Suits or Actions. The titles referenced under Type of Coverage are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

OR/CO LTR	Type of Coverage	Coverage Document	Effective Date	Expiration Date	Limits	
A B	General Liability	33P60091-176	07/01/2018	06/30/2019	General Aggregate	\$30,000,000
	<input checked="" type="checkbox"/> Commercial General Liability				Each Occurrence	\$15,000,000
	<input checked="" type="checkbox"/> Public Officials Liability					
	<input checked="" type="checkbox"/> Employment Practices Liability					
	<input checked="" type="checkbox"/> Occurrence Form					
Employment Practices Deductible/SIR: \$0 Wrongful Acts Deductible/SIR: \$0 General Liability Deductible/SIR: \$0 *\$25,000 Minimum deductible for terminations if PACE or approved legal counsel is not consulted prior to an employment termination.						
A B	Automobile Liability	33P60091-176	07/01/2018	06/30/2019	General Aggregate	\$30,000,000
	<input checked="" type="checkbox"/> Scheduled Autos				Each Occurrence	\$15,000,000
	<input checked="" type="checkbox"/> Hired Autos & Non-Owned Autos					
	<input checked="" type="checkbox"/> Occurrence Form					
	<input checked="" type="checkbox"/> Deductible/SIR: \$0					

Remarks: When required by an Insured Contract certificate holder is an additional participant in respects to City of Falls City is additional Insured as respects to street closure October 11, 2018, but only with respects to negligence claims for Bodily Injury, Property Damage or Personal Injury where the Named Participant is deemed to have liability. In no event shall coverage extend to any party for any Claim, Suit or Action, however or whenever asserted, arising out of the certificate holder's sole negligence or for any Claim, Suit or Action which occurs prior to the execution of the contract or agreement.

*Information is provided as of the date this certificate was generated and issued and is subject to change.

Certificate Holder - Requesting Certificate City of Falls City 299 Mill Street Falls City, OR 97344	CANCELLATION: Should any of the Coverage Documents herein be cancelled before the expiration date thereof, PACE will endeavor to provide notice in accordance with the PACE General Liability Coverage Document provisions. Failure to mail such notice shall impose no obligation or liability of any kind upon PACE, its agents or representatives, or the issuer of this certificate. Authorized Representative of Named Participant: Date: October 3, 2018
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Applicable Coverage Document Definitions:

The following definitions are provided solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate, for complete details on the terms, conditions and exclusions of applicable Coverage Documents please refer to the PACE Liability Coverage Document.

Participant means:

1. The Named Participant and each of the following while acting within the course and scope of their duties as such:

- a. Members of the Board;
- b. Executive Officers;
- c. Employees;
- d. Volunteers and Agents;
- e. Registered Students whose course study includes on-the-job training, but only while acting under directions and within the scope of their activities performed while in training;
- f. Student Organizations, Parent Teacher Organizations, Booster Clubs and Foundations under the jurisdiction and supervision of the governing board; and
- g. Any person, entity or any organization the Named Participant is required by an Insured Contract to include as a Participant. This coverage will be limited to the extent of coverage and Limits of Liability required by the Insured Contract and will not increase the limits stated in SECTION V. - LIMITS OF LIABILITY or alter any of the terms of coverage stated in this Coverage Document. The Insured Contract must be effective and executed prior to a covered Occurrence or Wrongful Act. In no event shall coverage under this Coverage Document extend to any party for any Claim however or whenever asserted, arising out of such party's sole negligence. (1) The term "Additional Insured" if used in an Insured Contract shall be understood to mean the same as Additional Participant.

2. With respect to:

Mobile Equipment or any Auto, any person is a Participant while driving such Auto or Mobile Equipment with a Named Participant's permission. Any person, entity, or organization responsible for the conduct of such person is also a Participant, but only with respect to Bodily Injury or Property Damage arising out of the operation of the Auto or Mobile Equipment. However, the owner or anyone else from whom a Named Participant hires or borrows an Auto is a Participant only if that Auto is a trailer connected to an Auto a Named Participant owns. However, no person, entity, or organization is a Participant under this paragraph 2. with respect to:

- a. Property Damage to property owned by a Named Participant or the employer of any person who is a Participant under this provision;
- b. Any Auto a Named Participant hires or borrows from one of a Named Participant's Employees, volunteers or members of their households, if they are the owner of such Auto, unless acting within the scope of their duties on a Named Participant's behalf;
- c. Any Auto being used by a person employed in the business of selling, servicing, repairing, or parking Autos unless they are a Named Participant's Employees; or
- d. The movement of property to or from an Auto except a Named Participant, a Named Participant's Employees, lessees or borrowers of such Auto, and any employee of the lessees or borrowers.

Insured Contract means:

1. A legally enforceable contract that includes one or all of the following:

- a. A lease of premises as it relates to tort liabilities assumed by the Named Participant arising out of the lease, such assumption occurring in writing prior to the date of Occurrence;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a Public Body;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the Named Participant's operations (including an indemnification of a Public Body in connection with work performed by or for a Public Body) under which the Named Participant assume the tort liability of another person or entity to pay for Bodily Injury, Property Damage or Personal Injury to a third person or organization, provided the Bodily Injury, Property Damage or Personal Injury occurs subsequent to the execution of the contract or agreement; and
- g. Contracts for services with Public Bodies.

2. An Insured Contract does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor acting as an independent contractor for injury or Damages arising out of professional errors or omissions;
- b. That indemnifies any person or organization for Damages by fire to premises rented or loaned to the Participant; and
- c. That involve the purchase or sale of real property or personal property.

Falls City, OR Code of Ordinances

(C) *Scope of regulatory control.* The city has jurisdiction and exercises regulatory control over each public right-of-way whether the city has a fee, easement, or other legal interest in the right-of-way. The city has jurisdiction and regulatory control over each right-of-way whether the legal interest in the right-of-way was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure, or other means.

(D) *City permission requirement.* No person may occupy or encroach on a public right-of-way without the permission of the city. The city grants permission to use rights-of-way by franchises, licenses, and permits.

(E) *Obligations of the city.* The exercise of jurisdiction and regulatory control over a public right-of-way by the city is not official acceptance of the right-of-way, and does not obligate the city to maintain or repair any part of the right-of-way.
(Ord. 97-465, passed 4-7-1997)

§ 91.02 TEMPORARY CLOSURES.

(A) *Purpose and need.* As the road authority for all highways, roads, streets, and alleys within the city's boundaries, the City Council finds and considers necessary that travel and parking upon certain roads and streets be temporarily restricted during community events for the protection of pedestrians and that the temporary restrictions should be implemented by the placement of appropriate traffic-control devices.

(B) *Temporary restrictions/closures to be implemented by resolution.* The implementation of the authority stated in this section shall be by resolution adopted by the Council, which resolution shall plainly state those portions of roads, streets, and alleys to be restricted, together with the duration of those restrictions, and further direct placement of appropriate traffic-control devices.
(Ord. 94-458, passed 10-5-1994)

§ 91.03 STREET EXHIBITIONS, COMMUNITY EVENTS, AND THE LIKE.

(A) *Permission required for street exhibitions or community events.* It shall be unlawful for any person, firm, or organization to hold any street fair or carnival, or give any show or exhibition, including community events and celebrations, upon the streets, except upon permission granted by the Council.

(B) *Requirements for street exhibitions or community events.*

(1) In addition to any other requirements deemed necessary by the Council, no person, firm, or organization shall be granted permission to conduct, sponsor, or otherwise participate in a street exhibition or community event upon the streets, including, but not limited to, a street or sidewalk stand of any kind, a mobile device, or other such vehicle used for the sale of merchandise, unless the person shall meet the following requirements:

(a) Provide the city with documentary evidence from an insurance carrier of insurance against liability in an amount which shall be determined by the Council, and further showing the city as an additional insured under the policy;

(b) Agree to maintain a clear passageway for emergency vehicle movements;

Falls City, OR Code of Ordinances

- (c) Provide adequate sanitation facilities;
- (d) Provide the city with at least 48-hours' notice; and/or
- (e) Provide the city a nonrefundable fee of \$25 per day.

(2) The person, firm, or organization granted permission to conduct, sponsor, or otherwise participate in a street exhibition or community event upon the streets shall be solely responsible for placement and removal of all signs and barricades. Provided, however, the placement and removal shall be at the direction and under the supervision of the Chief of Police.

(C) *Obstructions.*

(1) Except as provided in division (C)(3) below, it shall be unlawful for any person to place, park, leave, deposit, or maintain any structure, barricade, or other obstruction such as building material or merchandise, other than lawfully parked vehicles, on any arterial or collector street, or in the travel lanes of residential streets, without first notifying the Mayor, or his or her designee, and obtaining his or her written permission.

(2) The Mayor, or his or her designee, may impose any reasonable conditions on hours of use, duration of use, barricading, lighting, or other marking which he or she deems necessary to protect the safety of persons and property in the vicinity, and to provide for the expeditious movement of vehicular and pedestrian traffic around the obstruction.

(3) (a) No permission shall be required to place building material in the parking lanes of residential streets, provided appropriate barricading and lighting are placed to protect the safety of persons and property in the vicinity, and the material is removed and the street cleaned within 30 days of the placement.

(b) In no event shall the material extend more than eight feet from the curb line.

(c) The Mayor, or his or her designee, may grant extensions of time in his or her discretion, upon request.

(Ord. 93-452, passed 10-7-1992) Penalty, see § 10.99

§ 91.04 DRIVEWAY CULVERTS.

(A) From and after the effective date of this section, and subject to the limitations of division (B) below, all driveway culverts within the city must comply with the minimum requirements set forth in division (C) below.

(B) This section shall only be effective with respect to streets and driveways which are established, re-established, or improved after the effective date of this section.

(C) All driveway culverts to which this section is applicable shall be placed under the direction of the City Superintendent of Public Works and shall be a minimum of 12 inches in diameter and a minimum of 24 feet long, and shall be placed in the street along the drain lines existing at the time of placement.

(D) Violation of this section shall constitute a "public nuisance" pursuant to Chapter 90 and may be punished and/or abated in accordance with that chapter.

(Ord. 401, passed 4-6-1981) Penalty, see § 10.99

CONSTRUCTION, IMPROVEMENT, AND REPAIR