# 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 June 11, 2015 7:00 p.m.
Posted on May 8, 2015

1) **Call to Order**
A) Roll Call: Julee Bishop ____ Dennis Sickles ____ Lori Jean Sickles___ Jennifer Drill ____
Tony Meier____ Gerald Melin ____ Terry Ungricht, Mayor____

2) **Pledge of Allegiance**
3) **Motion to Adopt the Entire Agenda**
4) **Consent Agenda: Motion Action Approving Consent Agenda Items**
A) Approval of the Bills .....pages 1-6
B) Approval of Budget Committee Minutes April 23, 2015.....pages 7-13
C) Approval of May 14, 2015 Council Meeting Minutes.....pages 14-21

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) Results from Public Safety Levy Election.....pages 22-23
B) Ordinance, 541-2015, Taxing of Marijuana products .....pages 24-26
C) Resolution 05-2015 adopting 2015-16 Budget..... pages 27-30
D) Resolution 06-2015, IGA Radio Communication Services..... pages 31-40
E) Resolution 07-2015, IGA Tap-out Agreement.....pages 41-57
F) Resolution 08-2015, COG City Planning Agreement.....pages 58-62
G) Resolution 09-2015, Fire Defense Board agreement.....pages 63-85
H) 2015/16 Goals update.....pages 86-89
I) HEAL grant update.....pages 90
J) Resolution 10-2015, Small City Allotment grant.....pages 91-100
K) 3rd of July event.....pages 101
L) City Manager discussion.....pages 102
M) Executive session pursuant to ORS 192.660(2) (a) to consider the employment Of a new City Manager.

6) **Correspondence, Comments, and Ex-Officio Reports**
A) Council Reports
B) Mayor Reports
Fire Department Monthly Report .....Did not submit
Public Works Department Monthly Report .....pages 103-104
Library Monthly Report .....pages 105

7) **Council Announcements**
A)
B)

8) **Adjourn**

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City of Falls City

# Paid Bills Report

As of May 9, 2015

| Date | Memo | Account | Class | Amount |
|---|---|---|---|---|
| **Bill Irving** | | | | |
| 05/09/2015 | | Accounts Payable | | -55.00 |
| 05/09/2015 | Dump Truck | Vehicle Maintenance/... | 11 STREET FUND | 55.00 |
| Total Bill Irving | | | | 0.00 |
| **Buhler & Meyer CPA's LLP** | | | | |
| 05/09/2015 | | Accounts Payable | | -482.40 |
| 05/09/2015 | 35% Admin Inv 3/31/20... | Professional Services | 01 GENERAL FUND:01.0... | 168.84 |
| 05/09/2015 | 5% Court Inv 3/31/2015 | Professional Services | 01 GENERAL FUND:01.0... | 24.12 |
| 05/09/2015 | 10% Street Inv 3/31/20... | Professional Services | 11 STREET FUND | 48.24 |
| 05/09/2015 | 15% Sewer Inv 3/31/20... | Professional Services | 13 SEWER FUND | 72.36 |
| 05/09/2015 | 35% Water Inv 3/31/20... | Professional Services | 20 WATER OPERATING ... | 168.84 |
| Total Buhler & Meyer CPA's LLP | | | | 0.00 |
| **Edge Analytical** | | | | |
| 05/09/2015 | inv# 15-08748 | Accounts Payable | | -20.00 |
| 05/09/2015 | Lab Service 15-08748 | Lab Analysis Services | 13 SEWER FUND | 20.00 |
| Total Edge Analytical | | | | 0.00 |
| **Itemizer Observer** | | | | |
| 05/09/2015 | | Accounts Payable | | -220.00 |
| 05/09/2015 | Budget meeting notice | Advertising & Election... | 01 GENERAL FUND:01.0... | 220.00 |
| Total Itemizer Observer | | | | 0.00 |
| **L & L Equipment** | | | | |
| 05/09/2015 | 0109469, 011009 | Accounts Payable | | -149.05 |
| 05/09/2015 | 0109469 | Vehicle Maintenance/... | 20 WATER OPERATING ... | 143.15 |
| 05/09/2015 | 011009 | Vehicle Maintenance/... | 11 STREET FUND | 5.90 |
| Total L & L Equipment | | | | 0.00 |
| **Net Assets Corporation** | | | | |
| 05/09/2015 | 66-201504 | Accounts Payable | | -21.00 |
| 05/09/2015 | 50% Lien service -66-2... | Professional Services | 13 SEWER FUND | 10.50 |
| 05/09/2015 | 50% Lien service -66-2... | Professional Services | 20 WATER OPERATING ... | 10.50 |
| Total Net Assets Corporation | | | | 0.00 |
| **Pacific Power** | | | | |
| 05/09/2015 | multiple accounts | Accounts Payable | | -2,067.23 |
| 05/09/2015 | April | Power/Heat | 01 GENERAL FUND:01.0... | 839.84 |
| 05/09/2015 | April | Power/Heat | 01 GENERAL FUND:01.0... | 98.73 |
| 05/09/2015 | April | Power/Heat | 01 GENERAL FUND:01.0... | 52.40 |
| 05/09/2015 | April | Power/Heat | 13 SEWER FUND | 367.45 |
| 05/09/2015 | April | Street Lights | 11 STREET FUND | 618.91 |
| 05/09/2015 | April | Power/Heat | 20 WATER OPERATING ... | 89.90 |
| Total Pacific Power | | | | 0.00 |

City of Falls City

# Paid Bills Report

As of May 9, 2015

| Date | Memo | Account | Class | Amount |
|---|---|---|---|---|
| **Petro Card** | | | | |
| 05/09/2015 | C931473 | Accounts Payable | | -21.27 |
| 05/09/2015 | 33%C931473 | Vehicle Operation | 11 STREET FUND | 7.09 |
| 05/09/2015 | 33%C931473 | Vehicle Operation | 13 SEWER FUND | 7.09 |
| 05/09/2015 | 33%C931473 | Vehicle Operation | 20 WATER OPERATING ... | 7.09 |
| Total Petro Card | | | | 0.00 |
| **RAM STEELCO, INC.** | | | | |
| 05/09/2015 | 444385 | Accounts Payable | | -83.99 |
| 05/09/2015 | Invoice #444385 stairs | HEAL Cities Grant | 01 GENERAL FUND | 83.99 |
| Total RAM STEELCO, INC. | | | | 0.00 |
| **Raymond Merideth** | | | | |
| 05/09/2015 | | Accounts Payable | | -20.00 |
| 05/09/2015 | Reservation Refund | Professional Services | 01 GENERAL FUND | 20.00 |
| Total Raymond Merideth | | | | 0.00 |
| **Sea Western** | | | | |
| 05/09/2015 | 183724 | Accounts Payable | | -203.99 |
| 05/09/2015 | Cairns 664 Helmet | Uniforms and Protecti... | 01 GENERAL FUND:01.0... | 203.99 |
| Total Sea Western | | | | 0.00 |
| **Speer Hoyt LLC** | | | | |
| 05/09/2015 | 30903, 30904 | Accounts Payable | | -854.50 |
| 05/09/2015 | Inv 30903 30904 | Attorney/Special Cou... | 01 GENERAL FUND:01.0... | 854.50 |
| Total Speer Hoyt LLC | | | | 0.00 |
| **Verizon Wireless** | | | | |
| 05/09/2015 | 9744531792 | Accounts Payable | | -66.76 |
| 05/09/2015 | April | Telephone | 01 GENERAL FUND:01.0... | 59.98 |
| 05/09/2015 | April | Telephone | 01 GENERAL FUND:01.0... | 6.78 |
| Total Verizon Wireless | | | | 0.00 |
| **Xerox Corporation** | | | | |
| 05/09/2015 | 078972373 | Accounts Payable | | -313.49 |
| 05/09/2015 | 65% Use | Copier Lease/Mainten... | 01 GENERAL FUND:01.0... | 203.77 |
| 05/09/2015 | 10% Use | Copier Lease/Mainten... | 11 STREET FUND | 31.35 |
| 05/09/2015 | 10% Use | Copier Lease/Mainten... | 13 SEWER FUND | 31.35 |
| 05/09/2015 | 15% Use | Copier Lease/Mainten... | 20 WATER OPERATING ... | 47.02 |
| Total Xerox Corporation | | | | 0.00 |
| **TOTAL** | | | | **0.00** |

City of Falls City

# Paid Bills Report

As of May 27, 2015

| Date | Memo | Account | Class | Amount |
|---|---|---|---|---|
| **Oregon Employment Department** | | | | |
| 05/27/2015 | 0512025-5 | Accounts Payable | | -519.95 |
| 05/27/2015 | Employment Tax 4th Q... | State Unemployment ... | 01 GENERAL FUND:01.0... | 519.95 |
| Total Oregon Employment Department | | | | 0.00 |
| **TOTAL** | | | | **0.00** |

City of Falls City

# Paid Bills Report

As of May 28, 2015

| Date | Memo | Account | Class | Amount |
|---|---|---|---|---|
| **Bill Irving** | | | | |
| 05/28/2015 | | Accounts Payable | | -45.00 |
| 05/28/2015 | Ford Ranger | Vehicle Maintenance/... | 11 STREET FUND | 45.00 |
| Total Bill Irving | | | | 0.00 |
| **CenturyLink** | | | | |
| 05/28/2015 | multiple phone bills | Accounts Payable | | -418.82 |
| 05/28/2015 | May | Telephone | 01 GENERAL FUND:01.0... | 182.50 |
| 05/28/2015 | May | Telephone | 20 WATER OPERATING ... | 64.60 |
| 05/28/2015 | May | Telephone | 01 GENERAL FUND:01.0... | 171.72 |
| Total CenturyLink | | | | 0.00 |
| **City of Dallas** | | | | |
| 05/28/2015 | 201505071273 & 2015... | Accounts Payable | | -600.00 |
| 05/28/2015 | Inv#201505071273 | Professional Services | 11 STREET FUND | 300.00 |
| 05/28/2015 | Inv#201505071274 | Professional Services | 11 STREET FUND | 300.00 |
| Total City of Dallas | | | | 0.00 |
| **Consumers Power Inc** | | | | |
| 05/28/2015 | Account # 1155301 | Accounts Payable | | -185.59 |
| 05/28/2015 | May Power | Power/Heat | 20 WATER OPERATING ... | 185.59 |
| Total Consumers Power Inc | | | | 0.00 |
| **CUSI** | | | | |
| 05/28/2015 | M12095 | Accounts Payable | | -895.00 |
| 05/28/2015 | M12095 | Computer Software M... | 20 WATER OPERATING ... | 895.00 |
| Total CUSI | | | | 0.00 |
| **Delsman Trucking & Excavation** | | | | |
| 05/28/2015 | inv 2123 | Accounts Payable | | -590.28 |
| 05/28/2015 | Inv #2123 Rock, repair ... | Streets Maintenance/... | 20 WATER OPERATING ... | 590.28 |
| Total Delsman Trucking & Excavation | | | | 0.00 |
| **Edge Analytical** | | | | |
| 05/28/2015 | inv# 15-10080 15-08746 | Accounts Payable | | -318.00 |
| 05/28/2015 | Lab Service 15-10080 | Lab Analysis Services | 13 SEWER FUND | 120.00 |
| 05/28/2015 | Lab Service 15-08746 | Lab Analysis Services | 13 SEWER FUND | 198.00 |
| Total Edge Analytical | | | | 0.00 |
| **Falls City Fire Association** | | | | |
| 05/28/2015 | May Donation | Accounts Payable | | -916.66 |
| 05/28/2015 | Donation to Falls City ... | Point System | 01 GENERAL FUND:01.0... | 916.66 |
| Total Falls City Fire Association | | | | 0.00 |

City of Falls City

# Paid Bills Report

As of May 28, 2015

| Date | Memo | Account | Class | Amount |
|---|---|---|---|---|
| **Ferguson Waterworks** | | | | |
| 05/28/2015 | Account: 50936 \| Invoic... | Accounts Payable | | -623.87 |
| 05/28/2015 | Inv #0458245 | Maintenance Supplies | 20 WATER OPERATING ... | 27.90 |
| 05/28/2015 | Inv# 0454823-1 | Maintenance Supplies | 20 WATER OPERATING ... | 192.58 |
| 05/28/2015 | Inv# 0459258 | Maintenance Supplies | 20 WATER OPERATING ... | 403.39 |
| Total Ferguson Waterworks | | | | 0.00 |
| **King's Pumping Service** | | | | |
| 05/28/2015 | 11781 | Accounts Payable | | -333.00 |
| 05/28/2015 | Inv 11781 | Professional Services | 13 SEWER FUND | 333.00 |
| Total King's Pumping Service | | | | 0.00 |
| **L & L Equipment** | | | | |
| 05/28/2015 | 0111071 & 0110965 | Accounts Payable | | -101.05 |
| 05/28/2015 | 0111071 & 0110965 | Vehicle Maintenance/... | 20 WATER OPERATING ... | 20.21 |
| 05/28/2015 | 0111071 & 0110965 | Vehicle Maintenance/... | 11 STREET FUND | 20.21 |
| 05/28/2015 | 0111071 & 0110965 | Vehicle Maintenance/... | 01 GENERAL FUND:01.0... | 20.21 |
| 05/28/2015 | 0111071 & 0110965 | Vehicle Maintenance/... | 13 SEWER FUND | 20.21 |
| 05/28/2015 | 0111071 & 0110965 | Vehicle Maintenance/... | 01 GENERAL FUND:01.0... | 20.21 |
| Total L & L Equipment | | | | 0.00 |
| **Master Appliance** | | | | |
| 05/28/2015 | | Accounts Payable | | -415.00 |
| 05/28/2015 | 97759 | Equipment Maintenan... | 01 GENERAL FUND | 207.50 |
| 05/28/2015 | 97759 | Equipment Maintenan... | 01 GENERAL FUND:01.0... | 207.50 |
| Total Master Appliance | | | | 0.00 |
| **Mid Willamette Valley COG** | | | | |
| 05/28/2015 | 1415327 &1415321 | Accounts Payable | | -761.40 |
| 05/28/2015 | COG Budget Assistanc... | Council of Governme... | 01 GENERAL FUND:01.0... | 299.40 |
| 05/28/2015 | COG Land Use Servic... | Council of Governme... | 01 GENERAL FUND:01.0... | 462.00 |
| Total Mid Willamette Valley COG | | | | 0.00 |
| **Petro Card** | | | | |
| 05/28/2015 | C937995 | Accounts Payable | | -320.64 |
| 05/28/2015 | 33%C937995 | Vehicle Operation | 11 STREET FUND | 106.88 |
| 05/28/2015 | 33%C937995 | Vehicle Operation | 13 SEWER FUND | 106.88 |
| 05/28/2015 | 33%C937995 | Vehicle Operation | 20 WATER OPERATING ... | 106.88 |
| Total Petro Card | | | | 0.00 |
| **Pitney Bowes** | | | | |
| 05/28/2015 | Acct# 19659466866 | Accounts Payable | | -301.50 |
| 05/28/2015 | May 35% | Postage & Freight | 13 SEWER FUND | 105.52 |
| 05/28/2015 | May 50% | Postage & Freight | 20 WATER OPERATING ... | 150.75 |
| 05/28/2015 | May 15% | Postage & Freight | 01 GENERAL FUND:01.0... | 45.23 |
| Total Pitney Bowes | | | | 0.00 |

City of Falls City

# Paid Bills Report

As of May 28, 2015

| Date | Memo | Account | Class | Amount |
|---|---|---|---|---|
| **Polk County Sheriff's Office** | | | | |
| 05/28/2015 | 55213 | Accounts Payable | | -223.84 |
| 05/28/2015 | 3rdQtr2014-2015 INV#... | 911 Fee - Fire Depart... | 01 GENERAL FUND:01.0... | 223.84 |
| Total Polk County Sheriff's Office | | | | 0.00 |
| **RAM STEELCO, INC.** | | | | |
| 05/28/2015 | 444716 | Accounts Payable | | -609.32 |
| 05/28/2015 | Invoice #444385 stairs | HEAL Cities Grant | 01 GENERAL FUND | 609.32 |
| Total RAM STEELCO, INC. | | | | 0.00 |
| **US Bank Visa** | | | | |
| 05/28/2015 | Account Number: 4798... | Accounts Payable | | -1,453.06 |
| 05/28/2015 | Office Supplies, etc | Office Supplies | 01 GENERAL FUND:01.0... | 1,142.52 |
| 05/28/2015 | Ag West | Equipment Maintenan... | 01 GENERAL FUND:01.0... | 102.75 |
| 05/28/2015 | Ag West | Equipment Maintenan... | 20 WATER OPERATING ... | 51.37 |
| 05/28/2015 | Ag West | Equipment Maintenan... | 13 SEWER FUND | 51.38 |
| 05/28/2015 | Saffron Supply | Equipment Maintenan... | 20 WATER OPERATING ... | 30.75 |
| 05/28/2015 | Parr Lumber | HEAL Cities Grant | 01 GENERAL FUND | 74.29 |
| Total US Bank Visa | | | | 0.00 |
| **Van Well Building Supply** | | | | |
| 05/28/2015 | 973780I, 980775I, 980... | Accounts Payable | | -736.17 |
| 05/28/2015 | Multiple Invoices | HEAL Cities Grant | 01 GENERAL FUND | 670.19 |
| 05/28/2015 | 981556I | Equipment Maintenan... | 20 WATER OPERATING ... | 65.98 |
| Total Van Well Building Supply | | | | 0.00 |
| **TOTAL** | | | | **0.00** |

**City of Falls City**
**Budget Committee Meeting**
Thursday April 23, 2015
Meeting Location: 320 N Main Street, Falls City, Oregon 97344

**Budget Committee Members Present**
Mayor Terry Ungricht, Councilor Lori Jean Sickles, Councilor Jennifer Drill, Councilor Meier, Councilor Dennis Sickles, Councilor Melin, Councilor Bishop, Steve Dixon, Debera Ellis, Guy Mack, Amy Houghtaling, Johnathan Ungricht

**Staff Present**
Mayor Terry Ungricht, Budget Officer and City Manager Pro-Tem; Domenica Protheroe, City Clerk; Don Poe, Public Works Lead Worker

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

A motion script and amended agenda were distributed (Exhibit A).

1) **Roll Call**
City Clerk Protheroe took roll call. Councilor Lori Jean Sickles arrived at 7:56 PM. Dawn Taylor and Patty Sample were absent.

2) **Pledge of Allegiance**
Mayor Ungricht led the pledge.

3) **Public Comment**
Mayor Ungricht asked for public comments on the Budget.

No public comment.

4) **Nominations and Appointments**
Mayor Ungricht asked for nominations for Chair of the Budget Committee.

A motion was made by Amy Houghtaling and seconded by Councilor Bishop to appoint Councilor Dennis Sickles as Chair of the Budget Committee. Motion Carried 11-0-0. Ayes: Mayor Ungricht, Councilor Drill, Councilor Meier, Councilor D. Sickles, Councilor Melin, Councilor Bishop, Steven Dixon, Debera Ellis, Guy Mack, Amy Houghtaling, Johnathan Ungricht.

Mayor Ungricht turned the meeting over to Chair D. Sickles.

Chair D. Sickles asked for nominations for Vice Chair of the Budget Committee.

A motion was made by Mayor Ungricht and seconded by Debera Ellis to appoint Johnathan Ungricht as Vice Chair of the Budget Committee. Motion Carried 11-0-0. Ayes: Mayor Ungricht, Councilor Drill, Councilor Meier, Councilor D. Sickles, Councilor Melin, Councilor Bishop, Steven Dixon, Debera Ellis, Guy Mack, Amy Houghtaling, Johnathan Ungricht.

A motion was made by Mayor Amy Houghtaling and seconded by Mayor Ungricht to appoint Domenica Protheroe as Secretary of the Budget Committee. Motion Carried 11-0-0. Ayes: Mayor Ungricht, Councilor Drill, Councilor Meier, Councilor D. Sickles, Councilor Melin, Councilor Bishop, Steven Dixon, Debera Ellis, Guy Mack, Amy Houghtaling, Johnathan Ungricht.

Chair D. Sickles turned the meeting over to Budget Officer, Mayor and City Manager Pro Tem, Terry Ungricht.

Mayor Ungright thanked the members of the Budget Committee for participating in this important part of city government. Mayor Ungricht read the budget message in full.

5) **Public Hearing State Revenue Sharing**

Chair D. Sickles announced that the public hearing was an opportunity for any member of the public to comment on or make requests regarding how State Revenue Sharing Funds would be spent in the 2015-2016 Fiscal Year Beginning July 1, 2015. State Revenue Sharing Funds are a share of certain revenues of the State of Oregon that shall be apportioned among and distributed to the cities of this state for general purposes.

Chair D. Sickles opened the State Revenue Sharing Public Hearing at 7:20 pm.

Mayor Ungricht stated that the hearing was required by the State of Oregon to allow the public to make comments about the money the city received though State Revenue Sharing.

No public comments.

Chair Dennis Sickles closed the State Revenue Sharing Public Hearing at 7:22 pm.

6) **Budget Committee Discussions**

The Budget Committee discussed each fund.

General Fund revenues: All revenue received from SW Rural Fire District was listed under one line item (Rural Fire), where last year money received was listed under several line items.

General fund department – Library: Amy Houghtaling questioned the money allocated to operational and professional services. She did not believe the city paid for operational and professional services under the Library IGA and was concerned that the money, if not spent, would not be reallocated to the library department in the 2016-2017 budget year. Mayor Ungricht stated that the budget numbers were brought over from the 2014-2015 budget. He assured Amy Houghtaling that funds remaining at the end of 2015-2016 would be carried over to the library department in the 2016-2017 budget year. Mayor Ungricht would review the Library IGA to verify costs paid by the city that are in addition to 75% of salary and benefits, and utilities.

General fund department – Court: Johnathan Ungricht asked if the City would have a municipal court in the 2015-2016 fiscal year. Staff hoped the city could transfer the court to the county. Mayor Ungricht stated that the City Council planned to develop a code enforcement process. The proposed budget was minimal, and might require a supplemental budget once the new process was known. A trial had been moved to July 2015, which meant the associated costs would occur in the 2015-2016 fiscal year. Cost of the trial was unknown and would be paid out of professional services.

All departments pay a portion of utility costs.

Committee discussed the amount budged for personnel. Councilor Drill was concerned that code enforcement was not mentioned in the budget, yet code enforcement was a community concern.

Mayor Ungricht stated that Council had expressed interest in exploring a volunteer Council based code enforcement program. Mayor Ungricht reported that personnel budget was fluid. It was unknown if the city would be able to find a part-time City Manager, or if the Polk County Safety Levy would pass. If the Safety Levy passed in May, the Mayor hoped the City would enter into an intergovernmental agreement with the Sheriff's department for enforcement of select city ordinances.

Mayor Ungricht reported that Southwest Polk Rural Fire Protection District was considering abolishing their tax district in order to form a new tax district with a new tax rate because they were running out of money. Mayor Ungricht asked Council to following along with the districting progress in case it would benefit the City to join the new tax district. About 50% of the Falls City Fire Departments calls are Southwest District calls. Southwest Polk Rural Fire Protection District had increased their contributions to the Falls City Fire Department by $1,000 in the 2015-16 budget year.

General fund department – Parks and Cemeteries. Councilor Drill wanted a line item for beautification. Committee discussed the requirements of a balanced budget; revenues are equal to expenditures. Ending fund balances for the fiscal year become networking capital (beginning fund balance) for the next fiscal year. Committee considered pulling funds from other general fund department, but money was tight. Mayor Ungricht stated that Sewer and Water enterprise funds could not fund Parks and Recreation. Mayor Ungricht clarified that a supplemental budget would be required before a fund goes negative. Amy Houghtaling thought there might be money available for beautification in Operational Supplies, Equipment, and Building O&M line items. Several of the current grants would help with beautification.

Committee discussed a security system for the parks and code enforcement issues. Council continued discussion about the lack of code enforcement, which they felt was a primary concern for the community, difficult with the limited budget, and the community would not fund a local levy.

General fund department – Administration: Committee discussed the budget for the City Manager. A fulltime position was budgeted to add flexibility. Council had advertised for a part time City Manager. If they hire a part time manager, the remaining funds could be reallocated to part-time staff elsewhere. The City was understaffed in Public Works, City Hall, and Code Enforcement.

General fund department – Other/ Debit Services: The line item Building and Improvements represented a grant $121,500 for the purchase of the Falls City Alliance falls property and a pavilion. These funds could be spent only if the grant was awarded. Councilor Drill commended that the City did not have enough money to maintain the current park system.

Water Fund: Line item Professional Services was $100,000, $65,000 of which was budgeted to pay for the Water Master Plan. Falls City Water Master Plan had expired, and the City was in violation and subject to fines. The transfer from the Capital Improvement Fund to pay for the Water Master Plan concerned Amy Houghtaling. She did not feel capital improvement funds could be used for a Water Master Plan. She did not feel comfortable adopting the budget for this fund. Amy Houghtaling encouraged the Mayor to verify this use of Capital Improvement funds with the city attorney. Mayor Ungricht stated that the Capital Improvement Fund Resolution was a simple resolution that specified the funds could be used for capital improvements or major maintenance. The Water Master Plan engineering study was considered capital improvement.

Sewer Fund: Interim City Manager Jon Hankens' exit report recommended a rate increase of $5.00 per year for the next two years to make the fund self-sufficient. Mayor Ungricht would work with the Public Works Committee and Council to examine the fund and to consider a rate increase, which he hoped, would be smaller than what was recommended. The sewer fund had a small customer base because only half of the town had city sewer. Mayor Ungricht felt that the absents of a citywide sewer system limited growth. The Interim City Manager budgeted a $20,000 transfer from the Water Fund to the Sewer Fund; Mayor Ungricht hoped it would not be needed. The $20,000 would be considered a loan.

Streets and Pathways Fund: This fund would have zero networking capital for the 2015-2016 fiscal year. The $10,000 Water Fund transfer was understandable because water lines run underneath the roads. Gas Tax was the main source of money for the fund. Public Works Committee and Council would need to consider how to maintain roads with limited funds. It might be necessary to return some streets to gravel. Several roads were deteriorating to gravel including the top of 5th Street, Prospect, and Mill Street. S. Main Street was in bad shape. The City had applied for a grant to pave N. Main Street from city limits to Dutch Creek and pave Bridge Street to city limits. It was unknown if the City would be awarded the grant. Mayor Ungricht planned to talk to Todd Whitaker, Director of Public Works for Polk County about chip sealing Sheldon and S. Main. Mayor Ungricht would apply for the Oregon Department of Transportation Small City Allotment grant. A BLM agreement would provide $5,000 for forest corridors such as Mitchell or Bridge Street. The City could receive additional money from BLM if the summer had a low fire season, which was unlikely.

Wagner Library Reserve Trust Fund: Chair D. Sickles reported that surrounding cities had pulled out of the effort to form a library district. A library district with the same boundaries of the Falls City School District would be explored. This Wagener Library Reserve Trust Fund would be depleted quickly.

Closing questions: Councilor Drill wanted to know what would happen if the City did not get the Park and Recreation Grant to buy the falls property. She wondered if the Falls City Alliance had made their loan payments. Chair D. Sickles reported that the Falls City Alliance had borrowed money from the Revolving Loan Fund. The group had made two loan payments but had missed the last payment. Falls City Alliance would default if the grant were not awarded. Mayor Ungricht explained if Falls City Alliance defaults, City Council would need to decide if the City would continue make the payments to the Revolving Loan Fund in order to allow funds to be available in the future for home improvement loans. Mayor Ungricht explained that Falls City was the only city left in the area with a revolving loan; other cities had used their revolving loan funds. The Revolving Fund provided home improvement loans for low-income property owners. The City made payments to the Revolving Loan Fund for a loan used for City Hall improvements and for the purchase a small lot near the falls. Mayor Ungricht planned to meet with Polk County Community Development Corporation to complain about reporting. He did not know how many loans were in default. Clerk Protheroe felt the Revolving Fund was an important resource to the community. This perpetual loan fund would allow low-income citizens to borrow funds for home improvements for years to come and would help to increase property taxes.

A motion was made by Amy Houghtaling and seconded by Johnathan Ungricht that the Budget Committee of the City of Falls City approve property taxes for the 2015-2016 fiscal year at the rate of $2.9202 per $1,000 of assessed value for operating purposes in the General Fund. Motion Carried 12-0-0. Ayes: Mayor Ungricht, Councilor L. Sickles, Councilor Drill, Councilor Meier, Councilor D. Sickles, Councilor Melin, Councilor Bishop, Steven Dixon, Debera Ellis, Guy Mack, Amy Houghtaling, Johnathan Ungricht.

A motion was made by Johnathan Ungricht and seconded by Councilor Bishop that the Budget Committee of the City of Falls City approve the proposed budget for the 2015-2016 fiscal year in the amount of $1,857,747. Motion Carried 11-1-0. Ayes: Mayor Ungricht, Councilor L. Sickles, Councilor Drill, Councilor Meier, Councilor D. Sickles, Councilor Melin, Councilor Bishop, Steven Dixon, Debera Ellis, Guy Mack, Johnathan Ungricht. Nay: Amy Houghtaling

Mayor Ungricht thanked everyone for his or her service.

**Adjourn**
The meeting was adjourned at 8:36 PM.

_____ Chair Dennis Sickles

Attested: _____ City Clerk Domenica Protheroe

Exhibit A

**Proposed Motions**

I move to appoint _____ as the Chair of the Budget Committee.

I move to appoint_____ as the Vice Chair of the Budget Committee.

I move to appoint Domenica Protheroe as the Secretary of the Budget Committee.

**Public Comments:**

Any member of the public may address the Budget Committee regarding the Budget. The Committee 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 Committee and others in attendance, please limit your comment to five (5) minutes. Please state your name and city of residence for the record.

**State Revenue Sharing:**
This public hearing is an opportunity for any member of the public to comment on or make requests regarding how State Revenue Sharing Funds will be spent in the 2015-2016 Fiscal Year beginning July 1, 2015. State Revenue Sharing funds are a share of certain revenues of the State Oregon that shall be apportioned among and distributed to the cities of this state for general purposes.

I will open the public hearing for State Revenue Sharing at _____pm.

Public Comments:

I will close the public hearing for State revenue sharing at _____ pm.

**Amending a line item:**

I move we increase/decrease the _____line item and offset it with the _____ line item in the _____Fund.

**Approve the Tax Levy**

I move the Budget Committee of the City of Falls City approve property taxes for the 2015-2016 Fiscal year at the rate of $2.9202 per $1,000 of assessed value for operating purposes in the General Fund.

**Approving the Budget:**

I move that the Budget Committee for the City of Falls City approve the proposed budget for the 2015-2016 Fiscal year in the amount of $1,857,747.

# Notice of Public Meeting
# Notice of Budget Meeting

**AMENDED AGENDA**
**Budget Committee - CITY OF FALLS CITY, OREGON**
Meeting Location: 320 N Main Street, Falls City
Thursday April 23, 2015 7:00 p.m.
Original Posted on April 17, 2015
Amended Posted on April 22, 2015

1) **Call to Order**
A) Roll Call: Julee Bishop ____ Dennis Sickles ____ Lori Jean Sickles___ Jennifer Drill ____
Tony Meier____ Gerald Melin ____ Terry Ungricht, Mayor____ Debera Ellis____ Steve Dixon_____
Dawn Taylor____Patty Sample____Johnathan Ungricht_____Guy Mack_____Amy Houghtailing___

2) **Election of Chairperson, Vice-Chairperson, and Secretary**

3) **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.

4) **Public Hearing State Revenue Sharing**

5) **Budget Committee Discussions, Funds**
A) General Fund Revenue .....page 26
B) City Council .....page 27
C) Library.....page 28
D) Court.....page 29
E) Fire Department.....page 30-31
F) Parks and Cemeteries.....page 32-33
G) Administration.....page 34-36
H) Other/Debt.....page 37-38
I) Water.....page 39-42
J) Sanitary Sewer.....page 43-44
K) Streets and Pathways.....page 45-46
L) Community Development Revolving Loan Fund.....page 47
M) Wagner Library Reserve Trust Fund, 80% and 20%.....page 48-49
N) City Utility Reserve Fund.....page 50-51
O) Closed Funds.....page 52-60

Next Meeting scheduled for April 30th, if needed.

6) **Adjourn**

The City of Falls City does not discriminate in providing access to its programs, services, and activities on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government. Should a person need special accommodations or interpretation services, contact the City at 503.787.3631 at least one working day prior to the need for services and every reasonable effort to accommodate the need will be made.

City of Falls City
City Council Regular Meeting
Thursday May 14, 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: Domenica Protheroe, City Clerk; Don Poe, Public Works Lead Worker

Mayor Ungricht called the meeting to order at 7:01 pm.

**1)** Roll Call
Clerk Protheroe took roll call.

**2)** Pledge of Allegiance
Mayor Ungricht led the pledge.

**3)** Motion to adopt the entire agenda
A motion was made by Councilor Melin and seconded by Councilor Meier to adopt the entire agenda and move item K- Executive Session after item 7-Council Announcements. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop

**4)** Consent Agenda: Motion Action Approving Consent Agenda Items
A) Approval of the Bills
B) Approval of the minutes April 9, 2015
The upper park bathroom payment represented the second half of bill to paint the upper park bathrooms.

A motion was made by Councilor Meier and seconded by Councilor Melin to approve the consent agenda. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop

**5)** Public Comments: None

**6)** New Business:
a) Resolution, 04-2015, raising solid waste rates, public comments
Mayor Ungricht stated that the requested rate increase met the criteria under the franchise agreements. Republic Services requested a 3.5% increase and the franchise agreement allowed an annual increase up to 4%. Councilor Drill was concern with the added cost to citizens and wanted to know what would happen if council did not approve the rate increase. She reported the rate had increased last year and the price of gasoline had since fallen. She worried that people would discontinue service. Councilor D. Sickles and Meier felt council was obligated to honor the franchise agreement and approve the increase because it met the criteria. Councilor Drill thought there were other options like using the old dumpsite. Mayor Ungricht would put a copy of the franchise agreement and additional information in council mailboxes. He would also contact the waste service in Independence to see what they offer. The rate increase amounted to $1.90 per-month for recycling and waste would go into effect on July 1, 2015. Don Poe, Public Works Lead Worker, estimated that the cost to Republic Services for the Spring Clean Up was $8,000.

A motion was made by Councilor Drill and seconded by Councilor Melin to table the Resolution until the June City Council meeting until additional information could be provided. Motion Filed 2-4-0. Ayes: Jennifer Drill, Gerald Melin. Nays: Lori Jean Sickles, Tony Meier, Dennis Sickles, Julee Bishop

A motion was made by Councilor D. Sickles and seconded by Councilor Meier that the City Council of the City of Falls City adopt Resolution 04-2015. A resolution establishing a schedule of solid waste rates, fees and charges pursuant to Chapter 53: and repealing all prior fee schedules for solid waste, establishing a schedule of solid waste fees; providing and effective date. Motion carried 4-0-2. Ayes: Lori Jean Sickles, Tony Meier, Dennis Sickles, Julee Bishop. Abstain: Jennifer Drill, Gerald Melin.

b) Code Enforcement
Mayor Ungricht reviewed the complaints included in the packet.

Councilor Drill had made contact with Code Enforcement Organization about training. Council agreed by consensus that they would attend a Special Session when members of the Code Enforcement group were available to come to Falls City to discuss a code enforcement program.

Mayor Ungricht would use letter templates created by the prior Code Enforcement Officer to notify residents of a complaint and would bring enforcement letters to Council for signatures.

Councilor Drill wanted a porta potty at the Falls Park by June 1, 2015. Mayor Ungricht stated it was the hope of the city to have two at the Falls Park before June 1.

c) LDWC, appeal dismissal
The Luckiamute Domestic Water Cooperative had dropped their court appeal.

d) AmeriCorps application
Mayor Ungricht reported that the City applied for an AmeriCorps RARE Program graduate-level student. AmeriCorps had interviewed him. In June, he would travel to Eugene for interviews with RARE Program participants. If a participant selected Falls City, the City would receive a full-time AmeriCorps graduate for 11 months for $22,000. AmeriCorps paid all taxes, benefits, and workers compensation. Falls City was required to give the graduate a workstation, mentoring and welcome them into the community. The program was highly competitive with only 25 students and 75 applicants. Falls City could provide exposure to a wide variety of job skills and the student could help the city with a numbers of items, such as updating codes, develop a code enforcement program, creating public work standards, and master plans. The student would also bring the resources of the university to Falls City, such as research staff.

Councilor Drill requested information on what the student would be doing. The Mayor would put information in her mailbox.

e) Interim City manager exit comments
Interim City Manager Hanken had provided exit comments. Councilor D. Sickles agreed with a single rate for a sewer connection. Mayor Ungricht noted that Council would need to consider a sewer rate increase in the next fiscal year because the Sewer Fund would end the current fiscal year with a near zero balance.

f) Ordinance, 541-2015, Taxing of Marijuana products
This would change Chapter 34 of the Municipal Code to allow the tax rate to be set by resolution, instead of specifying the rate in the Municipal Code. The City Attorney recommended that Council set a tax rate at zero percentage until such time the State of Oregon sets up regulations for the

sale of marijuana. Charging a zero percent tax would prevent a situation where the City would be required to pay back any tax collected due to future State laws. Ordinance 541-2015 would take effect in 30 days, if adopted. Mayor Ungricht would bring a rate resolution before Council.

The Falls City Zoning and Development Code states land use shall be consistent with applicable state and federal laws and regulations. Mayor Ungricht noted that Cave Junction was in litigation for denying a business license to a medical marijuana dispensary based on a similar restriction in their Zoning Code. The City Attorney recommended that the City reconsider amending the Falls City Zoning and Development Code to allow marijuana dispensaries, and establish a procedure for licensing dispensaries that considers both zoning and distance from parks and schools. Councilor Meier asked about growers just outside city limits. Mayor Ungricht stated that was regulated by the county.

A motion was made by Councilor Meier and seconded by Councilor L. Sickles that Ordinance 541-2015 be read for the first reading. Motion carried 5-0-1. Ayes: Lori Jean Sickles, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop. Abstain: Jennifer Drill

Mayor Ungricht read the title of the Ordinance: Ordinance No. 541-2015, An Ordinance Amending Falls City Code Chapter 34 Pertaining to the Taxing of Marijuana and Marijuana Infused Products.

A motion was made by Councilor D. Sickles and seconded by Councilor Meier that Ordinance 541-2015 be read for the second reading. Motion carried 5-0-1. Ayes: Lori Jean Sickles, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop. Abstain: Jennifer Drill

Mayor Ungricht read the title of the Ordinance: Ordinance No. 541-2015, An Ordinance Amending Falls City Code Chapter 34 Pertaining to the Taxing of Marijuana and Marijuana Infused Products.

A motion was made by Councilor Meier and seconded by Councilor D. Sickles that The City Council of the City of Falls City adopt Ordinance No. 541-2015, An Ordinance Amending Falls City Code Chapter 34 Pertaining to the Taxing of Marijuana and Marijuana Infused Products. Motion carried 5-0-1. Ayes: Lori Jean Sickles, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop. Abstain: Jennifer Drill

g) Adopt Council Goals
Mayor Ungricht asked Council to adopt the goal document. Councilor Drill requested a monthly status report on goals. Councilor Melin agreed and thought it was a good idea to keep the goals before Council in order to move them forward. Mayor Ungricht would provide a monthly update.

A motion was made by Councilor Melin and seconded by Councilor Meier that the City Council of the City of Falls City approve the City Council goals as amended. Motion carried 6-0-0. Ayes Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop

h) City Manager, discussion
Mayor Ungricht reported that seven candidates had applied for the part-time manager position. One candidate had withdrawn. Mayor Ungricht solicited ideas from Council for an interview process. Councilor L. Sickles suggested a special meeting. Council discussed prior interview practices. Councilor Drill suggested inviting a county reprehensive familiar with infrastructure and requirements to join the interview panel. Clerk Protheroe reported that Monmouth City Manager, Scott McClure had participated in the City Manager interview process in 2012. Council agreed by consensus to hold a special meeting and interview all candidates on the same day and to invite a neighboring city manager to participate. If a neighboring City Manager was not available, Council

gave their approval to hire Jennie Messmer at her rate of $77.00/hour. Councilor Drill would offer a name of a City Manager who might be interested in participating in the interview process.

Mayor Ungricht stated that the City would benefit by hiring a person strong in budgeting, land use planning, and employee law and procedures. Mayor Ungricht reported Clerk Protheroe was spending a great deal of time on Land Use Planning. Clerk Protheroe reported on active land use applications: three lot line adjustments, one subdivision pre-conference, two new site build homes, one new manufactured home awaiting approval of a lot line adjustment. Additional applications expected: one new garage, two new manufactured homes. She had not seen this level of activity in the last four years.

Councilor Meier suggested Council consider a contract manager verses hiring a City Manager and wondered if it would be less costly. Mayor Ungricht stated that the City would pay an hourly rate and would not pay benefits. Mayor Ungricht reported that Craig Johns, a City Manager contractor located in Independence, had interviewed the Interim City Manager position in 2014. Mr. Johns unfortunately had not apply for the open position because he was out of town, but had called with interest and stated he an application on file at City Hall.

Councilor Drill had spoken to an individual who expressed interest in a one-year internship. He had been unable to find an internship position and was interested in a one-year internship with or without pay, providing the City covered expenses. Council agreed they were concerned with the cost of City Manager.

i) Budget update, discussion

Mayor Ungricht reported that the LB-1 budget form and budget resolutions had been prepared with the assistance of Jennie Messmer, Deputy Director, Mid-Willamette Valley Council of Governments (MWVCOG). Her rate was $77.00 per hour. She had helped Mayor Ungricht with the LB-1 form, supplemental budget preparation, and reviewed other topics including land use.

Mayor Ungricht asked Council to confirm they had confidence that the budget would pass without further modification. If a member of Council required additional modification, a Special Session would be needed to adopt the budget by June 30, 2015, as was required by State Law. Public notice requirements for the LB-1 required the form to be published no more than 30 days in advance of the meeting and no later than 5 days before the meeting. Council confirmed they were confident that the budget would pass without modification. A supplemental budget might not been needed; Mayor Ungricht was closely monitoring.

Council agreed by consensus to wait until the Regular City Council Meeting on Thursday June 11, 2015 to consider budget resolutions.

j) Upper Park camping/alcohol, BRMBA

Mayor Ungricht reported Black Rock Mountain Bike Association (BRMBA) planned to submit a wide-range plan that would include a trail from the Upper Park through the trees to Mitchell Street and a Pump Track for bicycles. Mayor Ungricht had talked to BRMBA about building a campground around the outer regions of the Upper Park. He mentioned that a camp host located at the Upper Park might deter vandalism. Sarah Helmick State Park had an on-site host but did not allow camping.

Councilor Drill requested that the rental fee cover the expense of the rental. Councilor D. Sickles stated that the $20.00 Gazebo rental fee had been set by resolution. The Gazebo was the only park

facility for rent. In 2013, Council had set up a policy to allow City Hall to approve camping in the park.

Council considered the rental request. Don Poe, Public Works Lead Worker, reported that BRMBA had provided porta-potties at a past camping event at the park, and had left the park in good condition.

A motion was made by Councilor D. Sickles and seconded by Councilor Meier that the City Council of the City of Falls City grant BRMBA a permit to have alcohol in the Upper Park on June 13 and 14, 2015, limited to wines and malt beverage with an alcohol content of 14 percent or less and packages in less than kegs or cases may be consumed and only in areas clearly designated, and that they provide a liability insurance rider naming the City of Falls City as an additional insured, and provide two porta-potties to cover the large number of people attending.

7) Correspondence, Comments and Ex-Officio Reports

A) Council Reports

Councilor L. Sickles announce the Wednesday May 27 Circus. Advance ticket sales benefitted the Parents Group. The Boondocks had tickets for sale.

Councilor Drill listed four incidences of vandalism that occurred the first weekend in May: (1) someone drove over the gravel burn and spun gravel about in the Mill Lot, (2) theft at Frink's General Store, (3) Upper Park sink was pulled from the wall, and (4) Grace Fellowship siding, railing, and swing set was ripped off. Councilor Drill felt that vandals were taking advantage of the City because of the lack of police presence. She encouraged Council to take action soon. A deputy had advised Mayor Ungricht to document incidents with photos, license plate numbers, and to call the sheriff. Councilor Bishop clarified that a witness must be able to identify the driver, because anyone could be in the vehicle. Councilor Melin knew two retired police officers in town and wondered if they could help the City. Council wondered if the retired police officers would help set up a neighborhood watch program. Councilor Drill wanted to coordinate a town hall meeting to form a neighborhood watch. Mayor Ungricht advised her to work with resources to find out the requirements and training for a neighborhood watch program prior to scheduling a citizen meeting. Sheriff Wolf stated he could not help Falls City with a neighborhood watch program at this time due to funding issues. Council noted that the Polk County sheriffs had been in Falls City often recently.

B) Mayors Reports

Mayor Ungricht asked Council to consider revising City Hall hours
From: Monday – Thursday 10:00 AM to 1:00 PM, reopen from 2:30 PM to 5:30 PM and Friday, 10:00 AM to 1:00 PM, reopen from 2:30 PM to 4:30 PM,
To: Monday – Thursday 10:00 Am to 1:00 PM, reopen from 1:30 PM to 5:30 PM, and closed to the public on Friday.

The Friday closure would allow staff to work on filing, land use, records retention, and record requests. Closing on Friday would allow the City Clerk to take the occasional Friday off to use compensatory and vacation time, which was building up due to the staffing transition. Mayor Ungricht clarified that the Clerk began work at 9:00 AM. Councilor Drill asked that City Hall remain open on Friday the 25th in order to take last minute utility payments.

Council agreed by consensus to change City Hall hours and asked that notices be posted with the new hours. Mayor Ungricht would include the new hours in the newsletter.

The City Attorney advised Council to form a Planning Commission. Council currently served as both the Planning Commission and appeal board. Five of the seven positions on the Planning Commission were open. Training on Land Use Laws and the Falls City Zoning and Developing would be required because Commissioners consider land use regulations. Mayor Ungricht would prepare a list of requirements and qualifications for the next meeting. He would rely on Council to recruit members. Councilor Bishop had served in the past on the Planning Commission and she had found it frustration that Council had dismissed the findings of the Planning Commission on a regular basis. Mayor Ungricht replied that the City Council would need to recognize that the Planning Commission training in Land Use. Councilors would require land use training if a Planning Commission could not be formed to limit liability to the City. Councilor Meier requested that Council receive land use training even if a Planning Commission was formed. Clerk Protheroe recommended a review of land use fees because of the added cost for Council of Governments Land Use Planner attending meetings.

Mayor Ungricht reported that he had received bids from Yother Works to paint the handrails, soffits and trim at the water plant, and paint the exterior of City Hall. Mr. Yother was licensed, bonded, and certified by the State of Oregon for lead paint. He was recently hired paint the Upper Park bathrooms. The Historical Commission tested the jail for lead paint and it came back negative. Council asked Mayor Ungricht to secure additional bids. Councilor Drill suggested Collage Painting. There were funds available in the 2014-2015 budget to begin the work this fiscal year.

There was an after-hours water main break by City Hall. Mayor Ungricht reported it was the first time he had helped on a water main break. The break produced a large hole in the street. Don Poe, Public Works Lead Worker, reported the leak was approximately 75,000 gallons. Water service was restored by 10:15 pm, after which Public Works had to go to the plant. A boil notice was issued and was lifted within 24 hours. The Mayor and Council thanked Public Works for their long day.

Mayor Ungricht asked Council for permission to explore a lease or a loan for a new Public Works pickup. He would bring Council a proposal that would include the monthly expense and budget information. The 2004 Chevy pickup had 150,000 miles mainly idle time and trips to the water plant. The truck required a minimum of $2,500 in repairs, including tires, front-end repairs, and the seat was gone. This equaled one years' worth of payments on a new truck. The small pickup required a repair for a new leak, this after replacing the head gasket for $1,000. Mayor Ungricht stated the small pickup would not be repaired because the condition and age of the vehicle. He had already secured government fleet rate for a new half-ton pickup with four-wheel-drive public works pickup from Chevy ($22,102) and Dodge ($21,570).

Councilor Drill asked Mayor Ungricht to explore less expensive options such as Craigslist, Hertz, and surplus. Mayor Ungricht thought a new vehicle would last longer and it would include a service agreement and a warranty. Councilor D. Sickles agreed that a new vehicle should serve as the primary and a used vehicle could serve as the secondary vehicle. Mayor Ungricht hoped a second vehicle was not needed. Councilor Drill wondered how the City had money for a new truck but not for other needs. Council approved by consensus to explore options.

Mayor Ungricht reported he planned to give a list of needed equipment to the State Surplus Manager who would search federal surplus. Federal surplus item are priced low, sometimes a dollar. The City would be required to pay shipping and would sign an agreement for use and maintenance. The generator located in the fire bay was obtained from federal surplus. Mayor Ungricht would request street sweeper, street broom, road grader, one-ton pickup. The 1963 road

grader needed to be replaced. The City could save the money paid to the contract street sweeper if it owned a street sweeper. Mayor Ungricht would check on the contracted street sweeper.

Mayor Ungricht stated that the firetruck and ambulance stored in the Old Mill Lot garage had been surplus by Council in past years. The items had out to bid, but no action was taken. He asked for Council approval to dispose of the items. He would discuss disposal with Fire Chief Bob Young and would put out a bid.

Mayor Ungricht ordered a new desktop computer for due to necessary. The finance desktop had outdated operating system, offered no virus protection, and the new version of QuickBooks required a newer operating system. The cost to replace would be under $800.00, not including QuickBooks. He had budgeted one computer a year.

Councilor Drill had introduced Mayor Ungricht to Lee Medlock, Oregon Department of Transportation, Transportation Maintenance Coordinator. Mr. Medlock wanted to help the City with maintenance, set up a maintenance schedule, and he wanted to work with the Booster Club to set up a student-training program for sign cleaning. Plans were in the early stages. Public Works would review the State of Oregon sign price. Mayor Ungricht hoped to build a relationship that could help the city with maintenance needs.

Mayor Ungricht reported that Clerk Protheroe was doing a great job with Land Use Planning.

8) Council Announcements

City Clerk Protheroe announced: (1) Spring Clean was scheduled Saturday June 6, 2015 from 8 am to 2 pm. She encouraged Councilors to contact seniors and disabled to schedule home pickup service, (2) Home Hazardous Waste event May 23, 2015 at the Polk County Public works yard located at 820 SW Ash, Dallas, (3) The Booster Club would run the 3rd of July Celebration, and would hold the citywide garage sale/Bazaar the same day, and (3) business License renewal letters would be mailed. New businesses may pick up a packet at City Hall. Completed applications and fees were due by June 30.

9) Executive session pursuant to ORS 192.660(2) (a) to consider the employment of a new City Manager

Mayor Ungricht announced that the City Council of Falls City would meet in executive session for the purpose of considering the employment of a new City Manager, pursuant to ORS 192.660(2)(a) Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience were asked to leave the room. Representatives of the news media were specifically directed not to report on any of the deliberations during the executive session, except to state generally the subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, Council would return to open session and welcome the audience back into the room.

Councilor Drill declared a conflict of interest. Her father, Robert Young, was one of the City Manager candidates. She would recluse herself from discussions about her father.

A member of the media was present for the executive session.

Mayor Ungricht closed the public meeting at 9:03 PM
Mayor Ungricht opened the executive session at 9:07 PM

Mayor Ungricht closed the executive session at 9:45 PM
Mayor Ungricht opened the public session at 9:45 PM

**10)** Adjourn
The meeting was adjourned at 9:46 pm.

_____ Mayor Terry Ungricht

Attested: _____ City Clerk Domenica Protheroe

# AGENDA REPORT

**to:** City Council

**from:** Mayor Terry Ungricht

**subject:** Results of Polk County Public Safety Levy Election

**date:** 4/29/2015

**Summary**
The Polk County Public Safety Levy Election passed, 55.80% For and 43.19% Against.

**BACKGROUND**
Council has discussed the Public Safety Levy and moved to support the Levy.

**Previous Council Action**
Motion to support the Public Safety Levy.

**ALTERNATIVES/FINANCIAL IMPLICATIONS**
N/A

**STAFF RECOMMENDATION**
N/A

**EXHIBITS**
Exhibit A – Election Precinct results.

**PROPOSED MOTIONS**
N/A

**PUBLIC SAFETY LEVY**
**MEASURE 27-117**
**RESULTS (DALLAS PRECINCTS + OTHER CITIES)**

5/21/15

| | Precinct # | Registered Voters | Voting | % Voting | Voting "Yes" | % Voting "Yes" | Voting "No" | % Voting "No" |
|---|---|---|---|---|---|---|---|---|
| Dallas East | 154 | 3586 | 1642 | **45.79%** | 951 | **57.92%** | 686 | **41.78%** |
| Dallas South West | 156 | 2576 | 1077 | **41.81%** | 612 | **56.82%** | 460 | **42.71%** |
| Dallas North West | 162 | 2429 | 1216 | **50.06%** | 647 | **53.21%** | 558 | **45.89%** |
| Dallas (TOTALS) | | 8591 | 3935 | **45.80%** | 2210 | **56.16%** | | |
| | | | | | | | | |
| Falls City, etc | 166 | 795 | 335 | **42.14%** | 133 | **39.70%** | 197 | 58.81% |
| City of Mounmouth | 178 | 4434 | 1425 | **32.14%** | 789 | **55.37%** | 625 | **43.86%** |
| City of Independence | 182 | 3771 | 1045 | **27.71%** | 501 | **47.94%** | 532 | 50.91% |
| Salem | All | 14661 | 4484 | **30.58%** | 2723 | **60.73%** | | |
| | | | | | | | | |
| GRAND TOTALS | All | 43788 | 16236 | **37.08%** | 9059 | **55.80%** | 7013 | 43.19% |

# AGENDA REPORT

**To:** City Council

**From:** Mayor Terry Ungricht

**Subject:** Ordinance, 541-2015, Taxing of Marijuana

**Date:** May 29, 2015

## Summary

Discussions with staff and City Attorney on current Ordinance 539-2014 on the taxing of Marijuana highlighted some legal issues that we would like to address.

**BACKGROUND**

At the October 9, 2014 meeting Council adopted Ordinance 539-2014, establishing chapter 34 in the Falls City Code, that set a tax rate for the sale of Marijuana and Marijuana infused products. In talking with the City Attorney Ross Williamson, there was a worry that the City could open itself up to having to pay back any tax collected on the sale of Marijuana. He advised to Change Chapter 34, section 34.12(1), to be able to set the tax rates by resolution, rather than having the rate set by Ordinance. If this Ordinance is accepted he advises to change the rate by resolution to zero percent until the State sets up the regulations for the sale of Marijuana.

**Previous Council Action**

At the May 14, 2015 meeting Council passed Ordinance 541-2015, 5 in favor, 1 abstain. Under our charter, section 16, item B. An Ordinance can be adopted at one meeting, but it requires a unanimous vote. So under our Charter we need to vote on this Ordinance at a second meeting. If Ordinance 541-2015 passes, it will go into effect in 30 days. Staff will bring a Resolution changing the tax rate to the July meeting.

**ALTERNATIVES/FINANCIAL IMPLICATIONS**

If the Legislature or the State sets up guidelines for the recreational sale of Marijuana, Falls City would be taxing the sales at 5% for a medical registered card holder and 10% for a recreational sale. Depending on the final outcome of the regulations governing the sale of Marijuana the City would possibly have to refund the collected taxes.

**STAFF RECOMMENDATION**

Adopt Ordinance 541-2015.

**EXHIBITS**

**PROPOSED MOTIONS**

I move that Ordinance 541-2015 be read for the first reading.

I move that Ordinance 541-2015 be read for the second reading.

**I move that the City Council of the city of Falls City adopt Ordinance 541-2015 An Ordinance Amending Falls City Code Chapter 34 pertaining to the taxing of Marijuana and Marijuana infused products.**

**Ordinance No. 541-2015**

**AN ORDINANCE AMENDING FALLS CITY CODE CHAPTER 34 PERTAINING TO THE TAXING OF MARIJUANA AND MARIJUANA-INFUSED PRODUCTS.**

WHEREAS, the City Council adopted Falls City Code Chapter 34.05 in October 2014 to implement a taxing procedure for marijuana and marijuana-infused products; and

WHEREAS, the City Council wishes to amend the taxing procedures to allow for more flexibility in setting the applicable tax rates for the various forms of marijuana and marijuana-infused products,

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

SECTION 1: Falls City Code Section 34.12(1), together with each sub-paragraphs (a) and (b) is hereby amended in its entirety to read as follows:

> (1) In addition to any fees or taxes otherwise provided for by law, every seller engaged in the sale of marijuana and marijuana-infused products shall pay a tax, with the tax rates to be established by resolution of the City Council.

:

READ FIRST AND SECOND TIME, AND PASSED AND ADOPTED by the Common Council of the City of Falls City this _____ day of _____, 2015.

_____
Terry Ungricht, Mayor

ATTEST

_____
Domenica Protheroe, City Clerk

# AGENDA REPORT

**TO:** COUNCIL

**FROM:** MAYOR TERRY UNGRICHT

**SUBJECT:** BUDGET ADOPTION

**DATE:** 05/27/2015

**SUMMARY**
Oregon Local Budget Law requires cities to adopt a balanced budget in order to spend public resources.

**BACKGROUND**
The Falls City Budget Committee comprised of 7 residents and the City Council including the Mayor met to receive the budget message and deliberate on the proposed budget. The Budget Committee approved the budget and recommended it to the City Council for adoption. As a part of this process cities are required to hold 2 public hearings on State Revenue sharing to receive comments and requests from the public on the use of shared revenues.

**PREVIOUS COUNCIL ACTION**
As members of the Budget Committee the members of the City Council recommended the budget for adoption. As members of the Budget Committee the Council held the first State Revenue Sharing public hearing at the Budget Committee Meeting.

**ALTERNATIVES/FINANCIAL IMPLICATIONS**
Failure to adopt a budget before July 1, 2014 would render the City unable to operate.

**STAFF RECCOMENDATION**
Staff recommends the City Council adopt the Fiscal year 2015-2016 budget as recommended by the Budget Committee.

**EXHIBIT**
Resolution 05-2015 Fiscal Year 2015-2016 Budget

**PUBLIC HEARING**
Mayor:

This public hearing is an opportunity for any member of the public to comment on or make requests regarding how State Revenue Sharing Funds will be spent in the 2015-2016 Fiscal Year beginning July 1, 2015. State Revenue Sharing funds are a share of certain revenues of the State Oregon that shall be apportioned among and distributed to the cities of this state for general purposes.

I will open the public hearing for State Revenue Sharing at _____pm.
Public Comments:
I will close the public hearing for State revenue sharing at _____ pm.

**PROPOSED MOTION**

I move the City Council of the City of Falls City approve Resolution 05-2015 appropriating taxes at the rate of $2.9202 per $1,000 of assessed value and adopt the Fiscal Year 2015-2016 budget in the amount of $1,857,747.

**RESOLUTION 05-2015**

A RESOLUTION OF THE CITY COUNCIL OF FALLS CITY, OREGON DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES, ADOPTING THE BUDGET, MAKING APPROPRIATIONS, AND LEVYING TAXES FOR THE CITY OF FALLS CITY, OREGON FOR FISCAL YEAR 2015-2016

Findings:

1. There is a need to elect to receive state revenues in order to receive them.
2. Oregon Local Budget Law requires a budget be adopted in order for the City to expend public funds.
3. The Falls City Budget Committee has approved the budget and referred it to the City Council for adoption.

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

Section 1. Pursuant to ORS 221.770, the City hereby elects to receive state revenues for fiscal year 2015-2016

Section 2. A public hearing before the Budget Committee was held on April 23, 2015 and a public hearing before the City Council was held on May 14, 2015, giving citizens an opportunity to comment on use of State Revenue Sharing.

Section 3. The City Council adopts the budget approved at the Budget Hearing on April 23, 2015 now on file in the office of the City located at City hall, 299 Mill Street falls City, Oregon in the sum of $1,857,747.00

Section 4. The City of Falls City hereby imposes the taxes provided for in the adopted budget at the rate of $2.9202 per $1,000 of assessed value for operations and that these taxes are hereby imposed and categorized for tax year 2015-2016 upon the assessed value of all taxable property within the district.

| Subject to General Government Limitation | Excluded from Limitation |
|---|---|
| Permanent Rate Levy $2.9202 per $1,000 | $0 |

Section 5. The amounts for the fiscal year beginning July 1, 2014, for all the purposes shown are hereby appropriated as follows:

| General Fund | |
|---|---|
| City Council | $1,500 |
| Library | $70,180 |
| Court | $8,480 |
| Fire | $71,006 |
| Administration | $230,570 |
| Parks and Cemeteries | $11,850 |
| Other/ Debt | $144,769 |

| | |
|---|---|
| Water Fund | |
| Personnel Services | $89,500 |
| Materials and Services | $153,400 |
| Capital | $17,500 |
| Debt | $65,473 |
| Transfers and Allocations | $80,000 |
| Contingency | $33,454 |
| Sanitary Sewer Fund | |
| Personnel Services | $81,000 |
| Materials and Services | $63,000 |
| Capital | $5,000 |
| Contingency | $26,389 |
| Street Fund | |
| Materials and Services | $35,900 |
| Capital | $13,000 |
| Contingency | $15,875 |
| Community Development Revolving Loan Fund | |
| Materials and Services | $83,170 |
| Wagner Library Reserve Fund 80% | |
| Transfers and Allocations | $70,180 |
| Contingency | $54,593 |
| Wagner Library Reserve Fund 20% | |
| Materials and Services | $34,635 |
| City Utility Reserve Fund | |
| Capital | $50,000 |
| Transfers and Allocations | $60,000 |
| Contingency | $221,850 |
| **TOTAL APPROPRIATIONS, All Funds** | **$ 1,792,274** |
| Total Reserved, Unappropriated, All Funds | $ 65,473 |
| **TOTAL ADOPTED BUDGET** | **$ 1,857,747** |

Section 6. The City Mayor/Manager pro-tem hereby is authorized to certify to the County Clerk and the County Assessor of Polk County, Oregon the tax levy made by this Resolution, which will be filed with the State Treasurer and the Division of Audits of the Secretary of State, and that this is a true copy of the Budget as finally adopted.

Introduced and adopted May 14, 2015:

_____ _____

Date Terry Ungricht, Mayor/City Manager pro-tem

Attest:

_____ _____

Date Domenica Protheroe, City Clerk

# AGENDA REPORT

**To:** City Council

**From:** Mayor Terry Ungricht

**Subject:** Resolution 06-2015, IGA Radio Communication

**Date:** May 27, 2015

**Summary**

Falls City has aN intergovernmental agreement with Polk County for Radio Communication Services, this resolution will renew the contract for a year.

**BACKGROUND**

Falls City Fire Department currently has an intergovernmental agreement with Polk County for Radio Services, this renews the agreement for the next physical year.

**Previous Council Action**

Council approved resolution 2013-12 for the same services.

**ALTERNATIVES/FINANCIAL IMPLICATIONS**

This allows Falls City Fire Department to use the Polk County Sherriff's radio communication service.

**STAFF RECOMMENDATION**

Adopt Resolution.

**EXHIBITS**

Resolution 06-2015 and attachment A.

**PROPOSED MOTIONS**

I move that the City Council of the City of Falls City adopt resolution 06-2015, A RESOLUTION ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT BETWEEN POLK COUNTY AND THE FALLS CITY FIRE DEPARTMENT FOR RADIO COMMUNICATION SERVICES.

**RESOLUTION 06-2015**

A RESOLUTION OF THE CITY OF FALLS CITY APPROVING AN EXTENSION TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN POLK COUNTY AND THE CITY OF FALLS CITY FOR RADIO COMMUNICATION SYSTEM SERVICES.

**Findings:**

1. The City of Falls City desires to contract with Polk County Sheriff for Radio Communication System Services.

2. Polk County Sheriff is agreeable to providing such services.

NOW THEREFORE,

THE COMMON COUNCIL OF THE CITY OF FALLS CITY RESOLVES AS FOLLOWS:

Section 1. The City Council of the City of Falls City approves the Extension to the Intergovernmental Agreement with Polk County Sheriff for the provision of radio communication services as presented in Exhibit A and Exhibit B.

Introduced and adopted June 11, 2015:

_____ _____

Date Terry Ungricht, Mayor

Attest:

_____ _____

Date Domenica Protheroe, City Clerk

# AMENDMENT #1

To

Polk County – Intergovernmental Agreement

Radio Communication System

WHEREAS, Polk County and Falls City Fire previously entered into a Radio System Intergovernmental Agreement on July 1st, 2014 (executed on July 23, 2014) for the use of its Communication System; and

WHEREAS, Polk County and Falls City Fire desire to extend this Agreement for an additional one (1) year term, through and including June 30th , 2016;

NOW THEREFORE, in consideration of the mutual benefits and obligations set for herein, the parties agree as follows:

1) The termination date for the Intergovernmental Agreement (Contract No 14-120) is extended through and including June 30th, 2016; and

2) Except as specifically modified by this Amendment #1, the terms and conditions of the Intergovernmental Agreement (Contract No 14-120) remain in full force.

3) Radio System charges including contingency fund monies will be charged in accordance to the Polk County Radio System Charges (attachment "A") that has been reviewed and approved by the user agencies.

IN WITNESS WHEREOF the parties have caused this Amendment #1 to be signed in their respective names by their duly authorized representatives as of the dates set forth below: (see page 2 of 2)

## POLK COUNTY SIGNATURE SECTION

APPROVAL RECOMMENDED BY:

Sheriff / Director of Emergency Management — Date

6-1-2015

Emergency Manager and Communications/Site Manager — Date

APPROVED BY:

County Administrative Officer — Date

LEGAL APPROVAL:

Polk County Legal Counsel — Date

BOARD APPROVAL:

Board of Commissioners - Chair — Date

## FALLS CITY FIRE - SIGNATURE SECTION

APPROVAL RECOMMENDED BY:

Agency Chief (Fire/Police) — Date

APPROVED BY:

City Manager / Board Chair — Date

APPROVED AS TO FORM:

City Contracts (if required) — Date

APPROVED AS TO FORM:

Legal Counsel (if required) — Date

# Polk County Radio System Charges

| Radio System Charges | 2014 Population Figure Used | 2015 Population Figure Used | 2014~2015 Old Yearly Rate w/Cont | 2015~2016 Quarterly Rate (w/o Cont) | 2015~2016 Quarterly Contingency Rate 10% | 2015~2016 Combined Quarterly Rate | 2015~2016 New Yearly Rate w/Cont | Increase/ Decrease Amount |
|---|---|---|---|---|---|---|---|---|
| Polk County Sheriff's Office | 18217 | 18725 | $ 41,639 | $ 9,377 | $ 938 | $ 10,315 | $ 41,261 | $ (378) |
| Independence P.D. | 8590 | 8605 | $ 17,016 | $ 3,794 | $ 379 | $ 4,173 | $ 16,692 | $ (324) |
| Monmouth P.D. | 9732 | 9620 | $ 11,189 | $ 2,511 | $ 251 | $ 2,762 | $ 11,050 | $ (139) |
| Dallas P.D. | 14697 | 14940 | $ 16,643 | $ 3,829 | $ 383 | $ 4,212 | $ 16,848 | $ 205 |
| Grand Ronde P.D. | 2000 | 460 | $ 4,241 | $ 1,009 | $ 101 | $ 1,110 | $ 4,441 | $ 200 |
| Dallas Fire | 14697 | 14940 | $ 12,036 | $ 2,718 | $ 272 | $ 2,990 | $ 11,961 | $ (75) |
| S.W. Fire | 6375 | 6620 | $ 5,221 | $ 1,205 | $ 120 | $ 1,325 | $ 5,300 | $ 79 |
| Polk 1 Fire | 21442 | 21325 | $ 17,559 | $ 3,880 | $ 388 | $ 4,268 | $ 17,073 | $ (486) |
| Falls City Fire | 947 | 950 | $ 776 | $ 173 | $ 17 | $ 190 | $ 761 | $ (15) |
| Polk P&P | 800 | 800 | $ 879 | $ 198 | $ 20 | $ 218 | $ 872 | $ (7) |
| Polk P.W. | 17270 | 17775 | $ 15,803 | $ 3,575 | $ 358 | $ 3,933 | $ 15,730 | $ (73) |
| Totals | | | $ 143,000 | $ 32,270 | $ 3,227 | $ 35,497 | $ 141,988 | $ (1,012.61) |

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| Tap Out Charges | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Dallas Fire | 14697 | 14940 | $ 1,860 | $ 422 | $ 42 | $ 465 | $ 1,859 | $ (1) |
| Polk 1 Fire | 21442 | 21325 | $ 2,713 | $ 603 | $ 60 | $ 663 | $ 2,653 | $ (60) |
| S.W. Fire | 6375 | 6620 | $ 807 | $ 187 | $ 19 | $ 206 | $ 824 | $ 17 |
| Falls City Fire | 947 | 950 | $ 120 | $ 27 | $ 3 | $ 30 | $ 118 | $ (2) |
| Keizer Fire | 32640 | 32850 | $ 4,130 | $ 929 | $ 93 | $ 1,022 | $ 4,087 | $ (43) |
| Marion County Fire | 51062 | 52625 | $ 6,461 | $ 1,488 | $ 149 | $ 1,637 | $ 6,547 | $ 87 |
| Spring Valley Fire | 972 | 1000 | $ 123 | $ 28 | $ 3 | $ 31 | $ 124 | $ 1 |
| | | | $ 16,212 | $ 3,685 | $ 368 | $ 4,053 | $ 16,212 | $ 0 |

# Polk County Radio System Charges

| Radio System Charges | 2014 Population Figure Used | 2015 Population Figure Used | 2014~2015 Old Yearly Rate w/Cont | 2015~2016 Quarterly Rate (w/o Cont) | 2015~2016 Quarterly Contingency Rate 10% | 2015~2016 Combined Quarterly Rate | 2015~2016 New Yearly Rate w/Cont | Increase/ Decrease Amount |
|---|---|---|---|---|---|---|---|---|
| Polk County Sheriff's Office | 18217 | 18725 | $ 41,639 | $ 9,377 | $ 938 | $ 10,315 | $ 41,261 | $ (378) |
| Independence P.D. | 8590 | 8605 | $ 17,016 | $ 3,794 | $ 379 | $ 4,173 | $ 16,692 | $ (324) |
| Monmouth P.D. | 9732 | 9620 | $ 11,189 | $ 2,511 | $ 251 | $ 2,762 | $ 11,050 | $ (139) |
| Dallas P.D. | 14697 | 14940 | $ 16,643 | $ 3,829 | $ 383 | $ 4,212 | $ 16,848 | $ 205 |
| Grand Ronde P.D. | 2000 | 460 | $ 4,241 | $ 1,009 | $ 101 | $ 1,110 | $ 4,441 | $ 200 |
| Dallas Fire | 14697 | 14940 | $ 12,036 | $ 2,718 | $ 272 | $ 2,990 | $ 11,961 | $ (75) |
| S.W. Fire | 6375 | 6620 | $ 5,221 | $ 1,205 | $ 120 | $ 1,325 | $ 5,300 | $ 79 |
| Polk 1 Fire | 21442 | 21325 | $ 17,559 | $ 3,880 | $ 388 | $ 4,268 | $ 17,073 | $ (486) |
| Falls City Fire | 947 | 950 | $ 776 | $ 173 | $ 17 | $ 190 | $ 761 | $ (15) |
| Polk P&P | 800 | 800 | $ 879 | $ 198 | $ 20 | $ 218 | $ 872 | $ (7) |
| Polk P.W. | 17270 | 17775 | $ 15,803 | $ 3,575 | $ 358 | $ 3,933 | $ 15,730 | $ (73) |
| Totals | | | $ 143,000 | $ 32,270 | $ 3,227 | $ 35,497 | $ 141,988 | $ (1,012.61) |

| Tap Out Charges | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Dallas Fire | 14697 | 14940 | $ 1,860 | $ 422 | $ 42 | $ 465 | $ 1,859 | $ (1) |
| Polk 1 Fire | 21442 | 21325 | $ 2,713 | $ 603 | $ 60 | $ 663 | $ 2,653 | $ (60) |
| S.W. Fire | 6375 | 6620 | $ 807 | $ 187 | $ 19 | $ 206 | $ 824 | $ 17 |
| Falls City Fire | 947 | 950 | $ 120 | $ 27 | $ 3 | $ 30 | $ 118 | $ (2) |
| Keizer Fire | 32640 | 32850 | $ 4,130 | $ 929 | $ 93 | $ 1,022 | $ 4,087 | $ (43) |
| Marion County Fire | 51062 | 52625 | $ 6,461 | $ 1,488 | $ 149 | $ 1,637 | $ 6,547 | $ 87 |
| Spring Valley Fire | 972 | 1000 | $ 123 | $ 28 | $ 3 | $ 31 | $ 124 | $ 1 |
| | | | $ 16,212 | $ 3,685 | $ 368 | $ 4,053 | $ 16,212 | $ 0 |

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# INTERGOVERNMENTAL AGREEMENT

## Polk County and Falls City
(Fire Department)

THIS AGREEMENT is made and entered into by and between Polk County, Oregon, a political subdivision of the State of Oregon, by and through its Sheriff's Office, hereinafter referred to as "Sheriff", and the City of Falls City, by and through its Fire Department, hereinafter referred to as "City".

WHEREAS, City desires to contract with Sheriff for a Radio Communication System for its fire department.

WHEREAS, Sheriff is agreeable to providing such services as set forth in this agreement; now therefore,

IT IS HEREBY AGREED as follows:

**1. Duration**

1.1 Effective Date. This agreement is effective July 1, 2014 and terminates at 11:59 p.m. on June 30, 2015.

1.2 Termination. Either party upon 90 days written notice to the other party may terminate this Agreement. Termination under this paragraph shall not affect any obligations or liabilities accrued prior to such termination.

**2. Scope of Agreement**

2.1 IT IS MUTUALLY AGREED THAT:

2.1.1 Sheriff will provide City with use of its Communication System.

2.1.2 City agrees to abide by the terms of use provided under this Agreement.

2.1.3 City may remain on Sheriff's Communication System as long as the City's use does not unreasonably interfere with other authorized users of the Communication System.

2.2 SHERIFF AGREES TO:

2.2.1 Provide City with access and use of its Communication System.

2.2.2 Be solely responsible for the operation and control of the Communication System, including the management of the VHF 150 MHz Simulcast Radio System.

2.2.3 Provide all maintenance and necessary repairs to its Communication Infrastructure System.

2.2.4 Insure that any new users of the Communication System do not negatively impact the functioning of the system.

2.2.5 Maintain FCC authorizations as required for the Radio System.

2.3 CITY AGREES TO:

2.3.1 Inform Sheriff of the type and serial number of each radio using the system.

2.3.2 Insure all radios using Sheriff's Communication System meet the standards of Sheriff's Radio Communication System now and when future expansion occurs.

2.3.3 Use only Sheriff's radio programs compatible with Sheriff's Communication System.

2.3.4 Insure the sole user of the Communication System is the City. City shall not allow any other use of the Communication System, except in emergency situations where City needs to communicate with another City unit.

2.3.5 Prior to using the system, adopt standard operating procedures compatible with Sheriff's Office procedures, which insure the systems availability when needed.

2.3.6 Maintain the City's Radio fleet in good working order and in full compliance with all applicable FCC rules and regulations.

**3. Compensation**

3.1 City agrees to pay Sheriff the amounts set forth below:

3.1.1 $ 775.52 annually ($193.88 quarterly) for use of the Radio System. This amount is based on the formula that includes infrastructure usage, rents/leases, utilities, maintenance contracts, engineering/technical support costs, licensing, and population according to WVCC's report. This data will be available by the end of the 1st quarter of the calendar year.

3.2 Quarterly payments in the amount listed under section 3.1.1 shall be paid on the first day of each quarter. (Jan 1st, April 1st, July 1st, and October 1st.)

**4. Partnership**

4.1 Sheriff is not, by virtue of this Agreement, a partner or joint venture with City in connection with activities carried out under this Agreement, and shall have no obligation with respect to City's debts or any other liabilities of each and every nature.

**5. Non-Appropriation**

5.1 In the event sufficient funds shall not be appropriated for payment of consideration under this agreement, and if either party does not have funds legally available for consideration from other sources, then either party may terminate this Agreement in accordance with Paragraph 1.2.

**6. Attorney Fees**

6.1 In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

**7. Assignment**

7.1 This Agreement is binding on each party, its successors, assigns and legal representatives, and may not, under any circumstance, be assigned or transferred by either party.

**8. No Waiver of Claims**

8.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision of this Agreement.

**9. Entire Agreement**

9.1 Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s) signed by both parties.

DATED this 23 day of July, 2014

BOARD OF COUNTY COMMISSIONERS
FOR POLK COUNTY, OREGON

Bob Wolfe, Polk County Sheriff

Craig Pope, Chair

APPROVED:

Legal Counsel

DATED this 12 day of June, 2014

CITY OF FALLS CITY

Bob Young – Falls City Fire Chief

City Manager

# AGENDA REPORT

**To:** City Council

**From:** Mayor Terry Ungricht

**Subject:** Resolution 07-2015, IGA for Tap-out communication system service

**Date:** May 27, 2015

**Summary**

Falls City has an intergovernmental agreement with Polk County for tap out Communication System Services; this resolution will renew the contract for a year.

**BACKGROUND**

Falls City Fire Department currently has an intergovernmental agreement with Polk County for Communication System Services; this renews the agreement for the next physical year. This allows the fire Department channel access and maintenance on radios.

**Previous Council Action**

Council approved resolution 2013-13 for the same services.

**ALTERNATIVES/FINANCIAL IMPLICATIONS**

This allows Falls City Fire Department to use the Polk County radio channels for emergency services and provides maintenance.

**STAFF RECOMMENDATION**

Adopt Resolution.

**EXHIBITS**

Resolution 07-2015 and attachment A.

**PROPOSED MOTIONS**

I move that the City Council of the City of Falls City adopt resolution 07-2015, A RESOLUTION ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT BETWEEN POLK COUNTY AND THE FALLS CITY FIRE DEPARTMENT FOR TAP-OUT COMMUNICATION SYSTEM SERVICES.

**RESOLUTION 07-2015**

A RESOLUTION OF THE CITY OF FALLS CITY APPROVING AN EXTENSION TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN POLK COUNTY EMERGENCY MANAGEMENT AND THE CITY OF FALLS CITY FOR TAP-OUT COMMUNICATION SYSTEM SERVICES.

**Findings:**

1. The City of Falls City desires to contract with Polk County Emergency Management for Tap-Out Communication System Services.

2. Polk County Emergency Management is agreeable to providing such services.

NOW THEREFORE,

THE COMMON COUNCIL OF THE CITY OF FALLS CITY RESOLVES AS FOLLOWS:

Section 1. The City Council of the City of Falls City approves the Extension to the Intergovernmental Agreement with Polk County Emergency Management for the provision of Tap-Out communication services as presented in Exhibit A and Exhibit B..

Introduced and adopted June 11, 2015:

_____ _____

Date Terry Ungricht, Mayor

Attest:

_____ _____

Date Domenica Protheroe, City Clerk

# AMENDMENT #1

To

Polk County – Intergovernmental Agreement

Radio Communication System (Tap-Out Channel)

WHEREAS, Polk County and Falls City Fire previously entered into a Radio System Intergovernmental Agreement on July 1st, 2014 (executed on July 23, 2014) for the use of its Communication System; and

WHEREAS, Polk County and Falls City Fire desire to extend this Agreement for an additional one (1) year term, through and including June 30th , 2016;

NOW THEREFORE, in consideration of the mutual benefits and obligations set for herein, the parties agree as follows:

1) The termination date for the Intergovernmental Agreement (Contract No 14-113) is extended through and including June 30th, 2016; and

2) Except as specifically modified by this Amendment #1, the terms and conditions of the Intergovernmental Agreement (Contract No 14-113) remain in full force.

3) Radio System charges including contingency fund monies will be charged in accordance to the Polk County Radio System Charges (attachment "A") that has been reviewed and approved by the user agencies.

IN WITNESS WHEREOF the parties have caused this Amendment #1 to be signed in their respective names by their duly authorized representatives as of the dates set forth below: (see page 2 of 2)

## POLK COUNTY SIGNATURE SECTION

APPROVAL RECOMMENDED BY:

Sheriff / Director of Emergency Management — Date

Emergency Manager and Communications/Site Manager — Date: 6-1-15

APPROVED BY:

County Administrative Officer — Date

LEGAL APPROVAL:

Polk County Legal Counsel — Date

BOARD APPROVAL:

Board of Commissioners - Chair — Date

## FALLS CITY FIRE - SIGNATURE SECTION

APPROVAL RECOMMENDED BY:

Agency Chief (Fire/Police) — Date

APPROVED BY:

City Manager / Board Chair — Date

APPROVED AS TO FORM:

City Contracts (if required) — Date

APPROVED AS TO FORM:

Legal Counsel (if required) — Date

# Polk County Radio System Charges

| Radio System Charges | 2014 Population Figure Used | 2015 Population Figure Used | 2014~2015 Old Yearly Rate w/Cont | 2015~2016 Quarterly Rate (w/o Cont) | 2015~2016 Quarterly Contingency Rate 10% | 2015~2016 Combined Quarterly Rate | 2015~2016 New Yearly Rate w/Cont | Increase/ Decrease Amount |
|---|---|---|---|---|---|---|---|---|
| Polk County Sheriff's Office | 18217 | 18725 | $ 41,639 | $ 9,377 | $ 938 | $ 10,315 | $ 41,261 | $ (378) |
| Independence P.D. | 8590 | 8605 | $ 17,016 | $ 3,794 | $ 379 | $ 4,173 | $ 16,692 | $ (324) |
| Monmouth P.D. | 9732 | 9620 | $ 11,189 | $ 2,511 | $ 251 | $ 2,762 | $ 11,050 | $ (139) |
| Dallas P.D. | 14697 | 14940 | $ 16,643 | $ 3,829 | $ 383 | $ 4,212 | $ 16,848 | $ 205 |
| Grand Ronde P.D. | 2000 | 460 | $ 4,241 | $ 1,009 | $ 101 | $ 1,110 | $ 4,441 | $ 200 |
| Dallas Fire | 14697 | 14940 | $ 12,036 | $ 2,718 | $ 272 | $ 2,990 | $ 11,961 | $ (75) |
| S.W. Fire | 6375 | 6620 | $ 5,221 | $ 1,205 | $ 120 | $ 1,325 | $ 5,300 | $ 79 |
| Polk 1 Fire | 21442 | 21325 | $ 17,559 | $ 3,880 | $ 388 | $ 4,268 | $ 17,073 | $ (486) |
| Falls City Fire | 947 | 950 | $ 776 | $ 173 | $ 17 | $ 190 | $ 761 | $ (15) |
| Polk P&P | 800 | 800 | $ 879 | $ 198 | $ 20 | $ 218 | $ 872 | $ (7) |
| Polk P.W. | 17270 | 17775 | $ 15,803 | $ 3,575 | $ 358 | $ 3,933 | $ 15,730 | $ (73) |
| Totals | | | $ 143,000 | $ 32,270 | $ 3,227 | $ 35,497 | $ 141,988 | $ (1,012.61) |
| **Tap Out Charges** | | | | | | | | |
| Dallas Fire | 14697 | 14940 | $ 1,860 | $ 422 | $ 42 | $ 465 | $ 1,859 | $ (1) |
| Polk 1 Fire | 21442 | 21325 | $ 2,713 | $ 603 | $ 60 | $ 663 | $ 2,653 | $ (60) |
| S.W. Fire | 6375 | 6620 | $ 807 | $ 187 | $ 19 | $ 206 | $ 824 | $ 17 |
| Falls City Fire | 947 | 950 | $ 120 | $ 27 | $ 3 | $ 30 | $ 118 | $ (2) |
| Keizer Fire | 32640 | 32850 | $ 4,130 | $ 929 | $ 93 | $ 1,022 | $ 4,087 | $ (43) |
| Marion County Fire | 51062 | 52625 | $ 6,461 | $ 1,488 | $ 149 | $ 1,637 | $ 6,547 | $ 87 |
| Spring Valley Fire | 972 | 1000 | $ 123 | $ 28 | $ 3 | $ 31 | $ 124 | $ 1 |
| | | | $ 16,212 | $ 3,685 | $ 368 | $ 4,053 | $ 16,212 | $ 0 |

SH

# Polk County Radio System Charges

| Radio System Charges | 2014 Population Figure Used | 2015 Population Figure Used | 2014~2015 Old Yearly Rate w/Cont | 2015~2016 Quarterly Rate (w/o Cont) | 2015~2016 Quarterly Contingency Rate 10% | 2015~2016 Combined Quarterly Rate | 2015~2016 New Yearly Rate w/Cont | Increase/ Decrease Amount |
|---|---|---|---|---|---|---|---|---|
| Polk County Sheriff's Office | 18217 | 18725 | $ 41,639 | $ 9,377 | $ 938 | $ 10,315 | $ 41,261 | $ (378) |
| Independence P.D. | 8590 | 8605 | $ 17,016 | $ 3,794 | $ 379 | $ 4,173 | $ 16,692 | $ (324) |
| Monmouth P.D. | 9732 | 9620 | $ 11,189 | $ 2,511 | $ 251 | $ 2,762 | $ 11,050 | $ (139) |
| Dallas P.D. | 14697 | 14940 | $ 16,643 | $ 3,829 | $ 383 | $ 4,212 | $ 16,848 | $ 205 |
| Grand Ronde P.D. | 2000 | 460 | $ 4,241 | $ 1,009 | $ 101 | $ 1,110 | $ 4,441 | $ 200 |
| Dallas Fire | 14697 | 14940 | $ 12,036 | $ 2,718 | $ 272 | $ 2,990 | $ 11,961 | $ (75) |
| S.W. Fire | 6375 | 6620 | $ 5,221 | $ 1,205 | $ 120 | $ 1,325 | $ 5,300 | $ 79 |
| Polk 1 Fire | 21442 | 21325 | $ 17,559 | $ 3,880 | $ 388 | $ 4,268 | $ 17,073 | $ (486) |
| Falls City Fire | 947 | 950 | $ 776 | $ 173 | $ 17 | $ 190 | $ 761 | $ (15) |
| Polk P&P | 800 | 800 | $ 879 | $ 198 | $ 20 | $ 218 | $ 872 | $ (7) |
| Polk P.W. | 17270 | 17775 | $ 15,803 | $ 3,575 | $ 358 | $ 3,933 | $ 15,730 | $ (73) |
| Totals | | | $ 143,000 | $ 32,270 | $ 3,227 | $ 35,497 | $ 141,988 | $ (1,012.61) |
| **Tap Out Charges** | | | | | | | | |
| Dallas Fire | 14697 | 14940 | $ 1,860 | $ 422 | $ 42 | $ 465 | $ 1,859 | $ (1) |
| Polk 1 Fire | 21442 | 21325 | $ 2,713 | $ 603 | $ 60 | $ 663 | $ 2,653 | $ (60) |
| S.W. Fire | 6375 | 6620 | $ 807 | $ 187 | $ 19 | $ 206 | $ 824 | $ 17 |
| Falls City Fire | 947 | 950 | $ 120 | $ 27 | $ 3 | $ 30 | $ 118 | $ (2) |
| Keizer Fire | 32640 | 32850 | $ 4,130 | $ 929 | $ 93 | $ 1,022 | $ 4,087 | $ (43) |
| Marion County Fire | 51062 | 52625 | $ 6,461 | $ 1,488 | $ 149 | $ 1,637 | $ 6,547 | $ 87 |
| Spring Valley Fire | 972 | 1000 | $ 123 | $ 28 | $ 3 | $ 31 | $ 124 | $ 1 |
| | | | $ 16,212 | $ 3,685 | $ 368 | $ 4,053 | $ 16,212 | $ 0 |

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# INTERGOVERNMENTAL AGREEMENT

## Polk County and Falls City Fire
(Fire Department)

THIS AGREEMENT is made and entered into by and between Polk County, Oregon, a political subdivision of the State of Oregon, by and through its Sheriff's Office – Emergency Management, hereinafter referred to as "Polk EM", and the City of Falls City, by and through its Fire Department, hereinafter referred to as "Fire Agency".

WHEREAS, Fire Agency desires to contract with Polk EM to maintain the Regional Fire Tap-out System for its fire department. (System is defined in section 10. See attachment 2 and 3 for system diagram)

WHEREAS, Polk EM is agreeable to providing such services as set forth in this agreement; now therefore,

IT IS HEREBY AGREED as follows:

**1. Duration**

1.1 Effective Date. This agreement is effective July 1st, 2014 and terminates at 11:59 p.m. on June 30, 2015. (coincides with current Polk County maintenance contract)

1.2 Termination. Either party upon 90 days written notice to the other party may terminate this Agreement. Termination under this paragraph shall not affect any obligations or liabilities accrued prior to such termination.

**2. Scope of Agreement**

2.1 IT IS MUTUALLY AGREED THAT:

2.1.1 Polk EM will provide Fire Agency with use of its regional Fire Tap-Out Communication System.

2.1.2 Fire Agency agrees to abide by the terms of use provided under this Agreement.

2.1.3 All parties must mutually agree before allowing any other users of this system. Non-authorized entities may only use this channel for emergency communications assisting our authorized users.

2.1.4 The agreement timeline will remain in alignment with the current and future maintenance contracts that Polk County maintains.

2.2 POLK EM AGREES TO:

2.2.1 Provide Fire Agency with access and use of its Regional Tap-Out Communication System.

2.2.2 Be solely responsible for the operation and control of the Communication System, including the management of the sub components of the Tap-Out Radio System as outlined in section 10.

2.2.3 Provide all maintenance and necessary repairs to its Communication Infrastructure System as outlined in section 10 including 24/7 on call service.

2.2.4 Insure that any new user of the Tap-Out Communication System does not negatively impact the functioning of the system.

2.2.5 Maintain FCC authorizations as required for the Radio System.

2.3 FIRE AGENCY AGREES TO:

2.3.1 Insure all radios using Communication System meet the standards of Polk EM Radio Communication System now and when future expansion occurs.

2.3.2 Use only devices compatible with Tap-Out Communication System.

2.3.3 Maintain the Fire Agency's Radio fleet in good working order and in full compliance with all applicable FCC rules and regulations.

**3. Compensation**

3.1 Fire Agency agrees to pay Polk EM the amounts set forth below:

3.1.1 $119.82 annually ($29.96 quarterly) for use of the Tap-Out Radio System. This amount is based on the formula that includes infrastructure usage, rents/leases, utilities, maintenance contracts, engineering/technical support costs, licensing, and population according to WVCC's yearly report. This data will be available by the end of the 1st quarter of the calendar year. (See entire system charges in attachment 3, titled "TAP-OUT Maintenance Charges")

3.2 Quarterly payments in the amount listed under section 3.1.1 shall be paid on the first day of each quarter. (Jan 1st, April 1st, July 1st, and October 1st.)

3.3 Charges will be re-calculated based on population shifts during the 1st quarter of each year. The population model used will be the WVCC reported

numbers currently being used by the user agencies at WVCC. The overall cost for the entire TAP-OUT system will be re-adjusted at the beginning of the maintenance contract – usually either a two or three contract.

**4. Partnership**

4.1 Polk EM is not, by virtue of this Agreement, a partner or joint venture with Fire Agency in connection with activities carried out under this Agreement, and shall have no obligation with respect to Fire Agency's debts or any other liabilities of each and every nature.

**5. Non-Appropriation**

5.1 In the event sufficient funds shall not be appropriated for payment of consideration under this agreement, and if either party does not have funds legally available for consideration from other sources, then either party may terminate this Agreement in accordance with Paragraph 1.2.

**6. Hold Harmless**

6.1 Polk EM agrees to use reasonable best efforts to maintain the communications system and component parts, and providing that Polk EM performs accordingly, Fire Agency agrees to hold harmless and indemnify Polk EM against any claims relating to maintenance of the Communications System or component parts.

**7. Attorney Fees**

7.1 In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

**8. Assignment**

8.1 This Agreement is binding on each party, its successors, assigns and legal representatives, and may not, under any circumstance, be assigned or transferred by either party.

**9. No Waiver of Claims**

9.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision of this Agreement.

## 10. Entire Agreement

10.1 Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s) signed by both parties.

## 10 System Definition

10.1 The Tap-Out System is comprised of several components located at several tower locations within the two Counties. The "System" is limited to a single channel referred to as "Central 1" (Tap-Out). This agreement covers the maintenance of this channel and all sub-components that allows for communication at all tower locations. Maintenance responsiblitiy covers up to the point of demarcation at the WVCC and Cordon Road dispatch points. It does not cover any mobile, portable radios, paging devices, or dispatch console equipment.

DATED this 23 day of July, 2014

BOARD OF COUNTY COMMISSIONERS
FOR POLK COUNTY, OREGON

Bob Wolfe, Polk County Sheriff

Craig Pope, Chair

APPROVED:

Legal Counsel

DATED this 12 day of June, 2014

City of Falls City

Bob Young - Fire Chief

City Manager

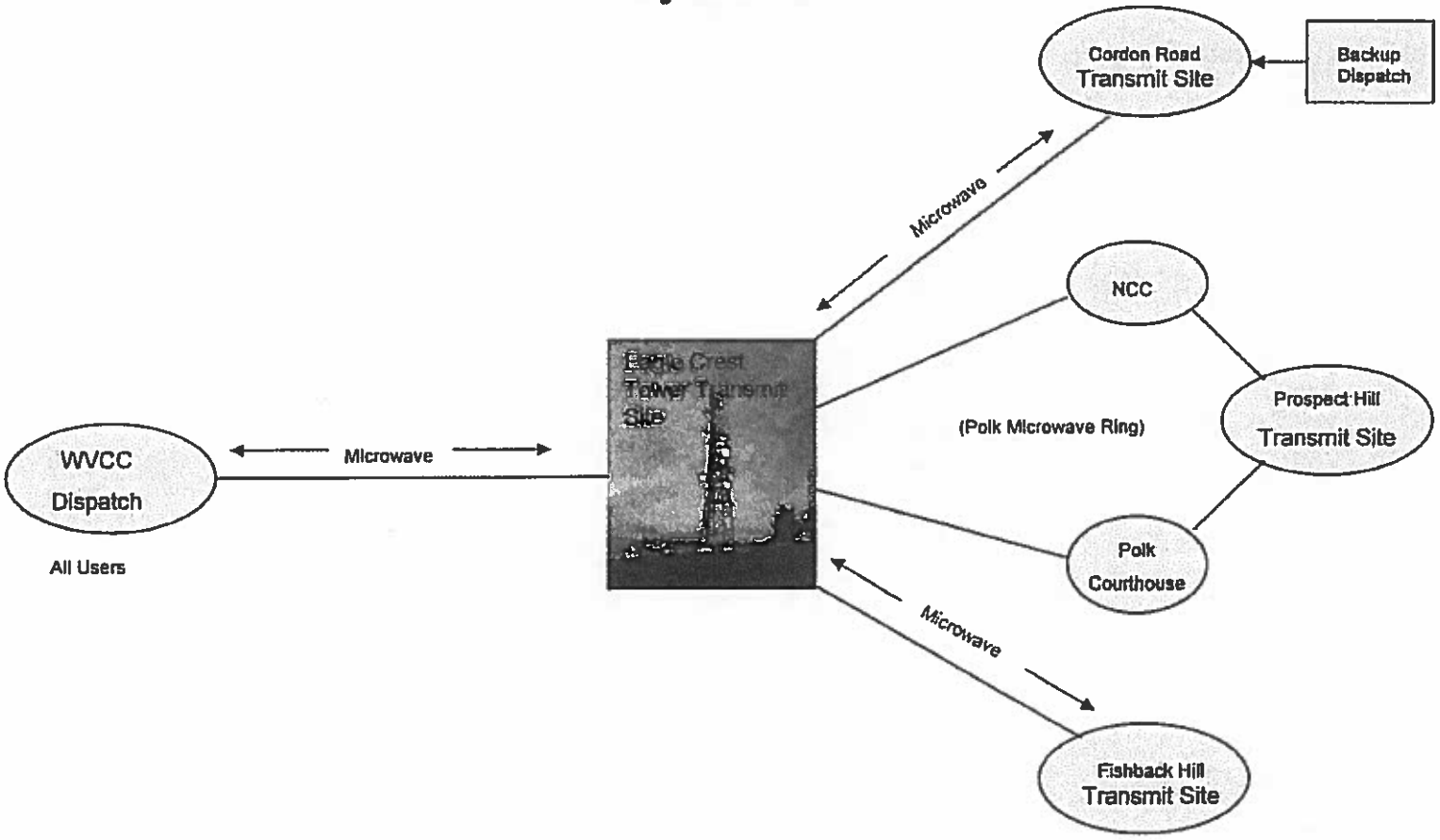
# TAP-OUT Maintenance Charges

(Valid from July 1st, 2014 to June 30th 2015)

| Agency | Citizens Served (WVCC #'s) | Percentage of Population | Optional Quarterly Charge | Yearly Agency Charges |
|---|---|---|---|---|
| Dallas Fire | 14697 | 11% | $ 464.89 | $ 1,859.56 |
| Polk 1 Fire | 21442 | 17% | $ 678.25 | $ 2,712.98 |
| S.W. Fire | 6375 | 5% | $ 201.65 | $ 806.61 |
| Falls City Fire | 947 | 1% | $ 29.96 | $ 119.82 |
| Keizer Fire | 32640 | 25% | $ 1,032.46 | $ 4,129.83 |
| Marion County Fire | 51062 | 40% | $ 1,615.18 | $ 6,460.70 |
| Spring Valley Fire | 972 | 1% | $ 30.75 | $ 122.98 |
| Total Served | 128135 | 100% | $ 4,053.12 | $ 16,212.49 |

| | |
|---|---|
| Tower Rental Charges | None |
| Annual Maint. Charges | $ 14,738.63 |
| Other Charges - | |
| Contingency 10% | $ 1,473.86 |
| Sum of all Charges | $ 16,212.49 |

# Regional Tap-Out Communications System

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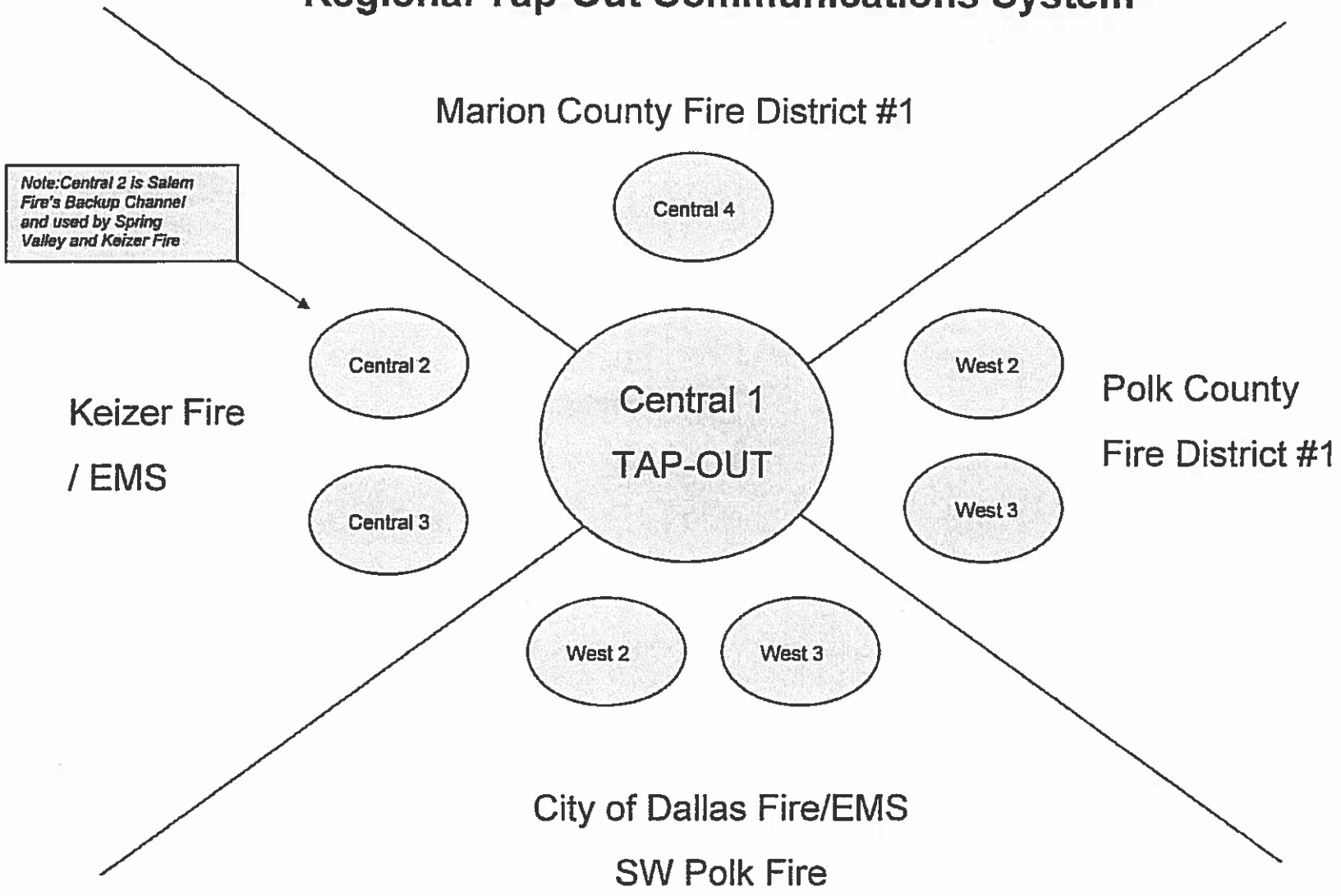
# Regional Tap-Out Communications System



# INTERGOVERNMENTAL AGREEMENT

## Polk County and Falls City
(Fire Department)

THIS AGREEMENT is made and entered into by and between Polk County, Oregon, a political subdivision of the State of Oregon, by and through its Sheriff's Office, hereinafter referred to as "Sheriff", and the City of Falls City, by and through its Fire Department, hereinafter referred to as "City".

WHEREAS, City desires to contract with Sheriff for a Radio Communication System for its fire department.

WHEREAS, Sheriff is agreeable to providing such services as set forth in this agreement; now therefore,

IT IS HEREBY AGREED as follows:

**1. Duration**

1.1 Effective Date. This agreement is effective July 1, 2014 and terminates at 11:59 p.m. on June 30, 2015.

1.2 Termination. Either party upon 90 days written notice to the other party may terminate this Agreement. Termination under this paragraph shall not affect any obligations or liabilities accrued prior to such termination.

**2. Scope of Agreement**

2.1 IT IS MUTUALLY AGREED THAT:

2.1.1 Sheriff will provide City with use of its Communication System.

2.1.2 City agrees to abide by the terms of use provided under this Agreement.

2.1.3 City may remain on Sheriff's Communication System as long as the City's use does not unreasonably interfere with other authorized users of the Communication System.

2.2 SHERIFF AGREES TO:

2.2.1 Provide City with access and use of its Communication System.

2.2.2 Be solely responsible for the operation and control of the Communication System, including the management of the VHF 150 MHz Simulcast Radio System.

2.2.3 Provide all maintenance and necessary repairs to its Communication Infrastructure System.

2.2.4 Insure that any new users of the Communication System do not negatively impact the functioning of the system.

2.2.5 Maintain FCC authorizations as required for the Radio System.

2.3 CITY AGREES TO:

2.3.1 Inform Sheriff of the type and serial number of each radio using the system.

2.3.2 Insure all radios using Sheriff's Communication System meet the standards of Sheriff's Radio Communication System now and when future expansion occurs.

2.3.3 Use only Sheriff's radio programs compatible with Sheriff's Communication System.

2.3.4 Insure the sole user of the Communication System is the City. City shall not allow any other use of the Communication System, except in emergency situations where City needs to communicate with another City unit.

2.3.5 Prior to using the system, adopt standard operating procedures compatible with Sheriff's Office procedures, which insure the systems availability when needed.

2.3.6 Maintain the City's Radio fleet in good working order and in full compliance with all applicable FCC rules and regulations.

**3. Compensation**

3.1 City agrees to pay Sheriff the amounts set forth below:

3.1.1 $ 775.52 annually ($193.88 quarterly) for use of the Radio System. This amount is based on the formula that includes infrastructure usage, rents/leases, utilities, maintenance contracts, engineering/technical support costs, licensing, and population according to WVCC's report. This data will be available by the end of the 1st quarter of the calendar year.

3.2 Quarterly payments in the amount listed under section 3.1.1 shall be paid on the first day of each quarter. (Jan 1st, April 1st, July 1st, and October 1st.)

**4. Partnership**

4.1 Sheriff is not, by virtue of this Agreement, a partner or joint venture with City in connection with activities carried out under this Agreement, and shall have no obligation with respect to City's debts or any other liabilities of each and every nature.

**5. Non-Appropriation**

5.1 In the event sufficient funds shall not be appropriated for payment of consideration under this agreement, and if either party does not have funds legally available for consideration from other sources, then either party may terminate this Agreement in accordance with Paragraph 1.2.

**6. Attorney Fees**

6.1 In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

**7. Assignment**

7.1 This Agreement is binding on each party, its successors, assigns and legal representatives, and may not, under any circumstance, be assigned or transferred by either party.

**8. No Waiver of Claims**

8.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision of this Agreement.

**9. Entire Agreement**

9.1 Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s) signed by both parties.

DATED this 23 day of July, 2014

BOARD OF COUNTY COMMISSIONERS
FOR POLK COUNTY, OREGON

Bob Wolfe, Polk County Sheriff

Craig Pope, Chair

APPROVED:

Legal Counsel

DATED this 12 day of June, 2014

Bob Young – Falls City Fire Chief

CITY OF FALLS CITY

City Manager

# AGENDA REPORT

**To:** City Council

**From:** Mayor Terry Ungricht

**Subject:** Resolution 08-2015, Contract with MWV-COG

**Date:** May 27, 2015

**Summary**

Falls City contracts with Mid-Willamette Valley Council of Governments for the City's Land Use planning. The Contract runs from July through June of each year, this will up date the contract for July 1, 2015 to June 30, 2016.

**BACKGROUND**

Small Cities in Oregon have not had the resources to hire their own Land Use Planners. MWV-COG offers small cities the ability to contract with a professional Land Use Planner, Falls City has taken advantage of this resource for many decades.

**Previous Council Action**

N/A

**ALTERNATIVES/FINANCIAL IMPLICATIONS**

This contract creates a way for the City to afford professional land use planning.

**STAFF RECOMMENDATION**

Adopt Resolution.

**EXHIBITS**

Resolution 08-2015 and attachment A.

**PROPOSED MOTIONS**

I move that the City Council of the City of Falls City adopt resolution 08-2015, A RESOLUTION ESTABLISHING A CONTRACT FOR LAND USE PLANNING SERVICES WITH MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS.

RESOLUTION 08-2015

A RESOLUTION ESTABLISHING A CONTRACT BETWEEN THE CITY OF FALLS CITY AND MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ESTABLISHING LAND USE PLANNING SERVICES.

Findings:

1. The City of Falls City does not have a staff person trained in Land Use Planning.

2. The City of Falls City has contracted with Mid-Willamette Valley Council of Governments for planning services in the past.

3. This contract is an annual contract with no changes in rate or services provided.

NOW THEREFORE, THE COMMON COUNCIL OF THE CITY OF FALLS CITY RESOLVES AS FOLLOWS:

Section 1. The revised Contract between The City of Falls City and Mid-Willamette Valley Council of Governments for Land Planning Services is adopted to reflect the time period and terms specified under Exhibit A, Land Use Planning Services.

Section 2. This Resolution shall be effective immediately upon passage.

_____ _____

Date Terry Ungricht, Mayor

Attest:

_____ _____

Date Domenica Protheroe, City Clerk

# CONTRACT

## LAND USE PLANNING SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2015 by and between the CITY OF FALLS CITY, OREGON, a municipal corporation ("CITY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which CITY is a member.

## WITNESSETH:

IN CONSIDERATION of the mutual premises and stipulations set out below, the CITY and COG do hereby agree as follows:

A. COG Responsibilities

1. COG shall provide an experienced land use planner to assist the CITY in processing land use actions, zone code revisions and other related activities which may be requested by the CITY.

2. COG shall provide to CITY mapping, graphics and document production services related to work requested by CITY under paragraph A.1.

3. COG shall provide monthly billing statements.

B. CITY Responsibilities

1. CITY agrees to engage COG as a provider of land use planning consulting services.

2. CITY agrees to pay for land use planning services under paragraph A.1. at a rate of $77.00 per hour for a land use planner or GIS mapping analyst and $48.00 per hour for staff support assistance, plus mileage, at the IRS mileage rate, for travel related to providing said services.

3. CITY agrees to pay the actual cost of mapping, graphics and document production provided under paragraph A.2.

4. CITY shall review, process and pay COG's monthly invoices within 30 days of receipt.

5. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's land use planner will be coordinated.

C. COG Services Provided Without Additional Compensation

1. COG shall provide advice and assistance to CITY with grant and loan applications for financing of public improvements at no additional charge except in those instances when such work may be eligible for compensation from the granting agency.

2. COG shall prepare documentation and applications for funding for additional planning projects on behalf of CITY.

3. COG shall refer CITY to other available resources that may be available to address needs of CITY upon request.

D. Termination and Amendment

1. This Agreement shall be terminated on June 30, 2016 unless otherwise agreed to by COG and CITY by amendment to this Agreement.

2. This Agreement may be terminated for convenience by either party upon written notice of 30 calendar days.

3. This Agreement may be amended only by written agreement executed between the parties.

E. Independent Contract

1. The CITY has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party shall be deemed the agents or employees of the other party for any purpose.

F. Limited Warranty

1. CITY agrees to seek and rely exclusively on the advice of its own legal counsel as to the legal sufficiency of the land use planning process and its products. The parties expressly recognize that the review process involves political and legal judgment entirely within the control and authority of the CITY. COG's only obligation is to provide advice from the perspective of land use planning principles, and not legal or political counsel.

2. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by CITY to COG under Paragraph B. hereof.

3. CITY agrees to provide a representative to present the CITY's viewpoint at public hearings regarding a dispute between the CITY and the County or another city. COG will provide support and information as appropriate (including research and staff reports) to aid the CITY in making its arguments.

IN WITNESS WHEREOF, COG and the CITY have, by approval of their respective governing bodies, caused this Agreement to be executed as of the day and year aforesaid.

**MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS**

By:_____
Nancy J. Boyer, Executive Director

**CITY OF FALLS CITY**

By:_____

# AGENDA REPORT

**To:** City Council

**From:** Mayor Terry Ungricht

**Subject:** Resolution 09-2015, an Agreement between Falls City Fire Department and the Polk County Fire Defense Board

**Date:** 4/29/2015

**Summary**
A resolution authorizing the Falls City Fire Chief to sign onto the Polk County Fire Defense Board.

**BACKGROUND**
Under State Law, governing entities can sign into Intergovernmental agreements. This resolution will allow our Fire Department to sign an IGA with the Polk County Fire Defense Board, which will allow the County emergency/fire services to enter into each other's areas of operation.

**Previous Council Action**
n/a

**ALTERNATIVES/FINANCIAL IMPLICATIONS**
N/A

**STAFF RECOMMENDATION**
Pass resolution.

**EXHIBITS**
Exhibit A – Copy of Emergency Assistance Agreement.

**PROPOSED MOTIONS**
I move the City Council of the City of Falls City adopt resolution 09-2015, A RESOLUTION TO ENTER INTO AN INTERGOVERNMENTEL AGREEMENT WITH POLK COUNTY FIRE DEFENSE BOARD 2014 INTER-COUNTY AUTOMATIC AND MUTUAL AID ASSISTANCE AGREEMENT.

**RESOLUTION 09-2015**

A RESOLUTION OF THE CITY OF FALLS CITY APPROVING AND AUTHORIZING THE FIRE CHIEF TO EXECUTE THE POLK COUNTY FIRE DEFENSE BOARD 2014 INTER-COUNTY AUTOMATIC AND MUTUAL AID EMERGENCY ASSISTANCE AGREEMENT, AN ORS CHAPTER 190 INTERGOVERNMENTAL AGREEMENT.

**Findings:**

1. ORS 190.090 authorizes units of local government to enter into written agreements with other units of local government for the purpose of any and all functions and activities that the parties to the agreement, their officers and agents, have the authority to perform.

2. ORS Chapters 190, 453, 476, 477, and 478 extend the powers and authorities of fire and emergency service providers beyond their jurisdictional boundaries when acting under a mutual aid agreement.

3. ORS 402.010 permits the State, Counties, and Cities, in collaboration with private agencies, to enter into cooperative assistance agreements for emergency aid and resources.

4. Pursuant to the Oregon Emergency Conflagration Act, ORS 476.510 to 476.610, the State Fire Marshall has prepared the Oregon Fire Service Mobilization Plan, which recognizes the necessity of immediate response prior to the exercise of authority under the Conflagration Act.

5. The City of Falls city, with other State and Local fire and emergency management service agencies, has negotiated the 2014 Intra-County Automatic and Mutual Assistance Agreement, to support and carry out the structure and objectives of the Mobilization Plan.

NOW THEREFORE,

THE COMMON COUNCIL OF THE CITY OF FALLS CITY RESOLVES AS FOLLOWS:

Section 1. The Polk county Fire Defense Board 2014 Inter-County Automatic and Mutual Aid Emergency Assistance Agreement is hereby approved as an Intergovernmental Agreement pursuant to ORS Chapter 190. A copy of the agreement is attached hereto as Exhibit 1 and by reference incorporated herein.

Section 2. The Falls City Fire Chief, or their designee, is hereby authorized to execute the Agreement on behalf of the City of Falls City, and to make the City of Falls City a party thereto.

Section 3. This resolution shall be effective upon its passage.

Introduced and adopted June 11, 2015:

_____ _____

Date Terry Ungricht, Mayor

Attest:

_____ _____

Date Domenica Protheroe, City Clerk

Exhibit 1



# POLK COUNTY FIRE DEFENSE BOARD

## 2014

## INTRA-COUNTY AUTOMATIC AND MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT

WHEREAS, large incidents have the potential of outstripping the capacity of any community to effectively protect life and property; and

WHEREAS, the parties to this Agreement desire to combine and coordinate their resources for responses to large incidents occurring in their jurisdictions; and

WHEREAS, the parties to this Agreement desire to mutually cooperate in an effort to provide the most expedient and affordable service to their respective communities; and

WHEREAS, pursuant to the Oregon Emergency Conflagration Act, ORS 476.510 to 476.610, the State Fire Marshal has prepared the Oregon Fire Service Mobilization Plan ("Mobilization Plan"), which recognizes the necessity of providing immediate response prior to the exercise of authority under the Conflagration Act; and

WHEREAS, this Agreement is intended to be consistent with, and supportive of, the structure and objectives of the Mobilization Plan; and

WHEREAS, Mutual Aid[1] includes an immediate response under the Mobilization Plan, immediate response during an Emergency, or immediate response during a declaration of emergency under ORS Chapter 401; and

[1] Unless otherwise noted, defined terms are set forth in Section 2.0.

WHEREAS, the terms and conditions of the Emergency Assistance required to protect life and property during extended operations need to be defined and agreed upon by the Parties; and

WHEREAS, the Parties are authorized to enter this Agreement by their respective principal acts and by ORS 190.010, which authorizes units of local government to enter into written agreements with other local governments for the performance of any and all functions and activities that the respective parties have the authority to perform;

NOW, THEREFORE, the Parties agree as follows:

## 1.0 INTRODUCTION.

This Agreement shall be known as the 2014 Intra-County Automatic and Mutual Aid and Emergency Assistance Agreement and shall supercede and repeal any previous versions of this Agreement. This Agreement is entered into for the purpose of securing to each party Automatic Aid, Mutual Aid, and Emergency Assistance for response to Emergencies.

## 2.0 DEFINITIONS.

2.1. "Assistance Costs" include personnel, equipment and service costs that extend beyond the first Operational Period of an Emergency event that are incurred by the Providing Party. Assistance Costs will be determined at rates according to the Mobilization Plan, and must be eligible costs as determined by the Oregon Fire Mobilization Plan, or under the Public Assistance Program or the Fire Management Assistance Grant Program authorized under the Stafford Act, 42 U.S.C. 5121-5207, and the implementing regulations of 44 CFR § 204 and § 206, as they may be amended from time to time, and as set forth in FEMA policy.

2.2 "Automatic Aid" means means Emergency Assistance requested by the Requesting Party and provided by the Providing Party during Emergencies where the Emergency Assistance is automatically dispatched as provided in Section 4.4. Automatic Aid provided pursuant to this Agreement shall be unpaid assistance for a period of not more than 12 hours, or the first Operational Period of the Emergency, whichever is less. The Providing Party and the Requesting Party may mutually agree to extend the period of time during which Emergency Assistance is unpaid, but the Providing Party is otherwise entitled to reimbursement of Assistance Costs as set forth in this Agreement. Operations during declarations of emergency under ORS 401.055 are excluded from terms of this Agreement.

2.3 "Emergency" is an event within the jurisdiction of a party to this Agreement causing or threatening loss of life, damage to the environment, injury to person or property, human suffering, or financial loss, which is or is likely to be beyond the capacity of the party's ability to adequately respond and therefore requires Emergency Assistance. Events giving rise to an Emergency may include but are not limited to: fire; explosion; flood; severe weather; drought; earthquake; volcanic activity; spills or releases of hazardous materials; contamination; utility or transportation emergencies; disease; infestation; civil disturbance; riots; acts of terrorism or sabotage; and use of weapons of mass destruction.

2.4 "Emergency Assistance" includes but is not limited to: personnel, services, equipment, materials, or supplies offered during an Emergency by the Providing Party and accepted by the Requesting Party to assist in maintaining or restoring a normal level of services, including but not limited to incident management, search and rescue, debris removal, media relations, emergency medical treatment, and firefighting.

2.5 "Mutual Aid" means Emergency Assistance requested by the Requesting Party and provided by the Providing Party during Emergencies

where the Emergency Assistance is not automatically dispatched as provided in Section 4.4. Mutual Aid provided pursuant to this Agreement shall be unpaid assistance for a period of not more than 12 hours, or the first Operational Period of the Emergency, whichever is less. The Providing Party and the Requesting Party may mutually agree to extend the period of time during which Emergency Assistance is unpaid, but the Providing Party is otherwise entitled to reimbursement of Assistance Costs as set forth in this Agreement. Operations during declarations of emergency under ORS 401.055 are excluded from terms of this Agreement.

2.6 "Operational Period" is defined by the Incident Commander (determined under Section 4.5) as the amount of time necessary to accomplish the operational objectives assigned to personnel and equipment and which is within safe work/rest ratio standards established in the fire service. Operational Periods are event driven and are typically 12 hours; however, Operational Periods may exceed 12 hours during the initial response to an Emergency. As determined by the Incident Commander, Operational Periods will never exceed 24 hours.

For an incident within ODF protected lands, Automatic and/or Mutual Aid provided under this Agreement is limited to the first 12 hour Operational Period unless an extension is approved by the Requesting Party and Providing Party under this Agreement or under a separate agreement.

2.7 "Providing Party" means a party to this Agreement that provides or has received a request to provide Emergency Assistance to a Requesting Party under this Agreement.

2.8 "Requesting Party" means the party that has legal jurisdiction over the Emergency event, that has made a request for Emergency Assistance, and that has received or will receive Emergency Assistance under this Agreement.

2.9 "Polk County Fire Defense Board" means the association and organization of local fire agencies as defined in the Mobilization Plan.

## 3.0 AUTHORITY AND SCOPE OF AGREEMENT.

This Agreement is entered into under the authority granted to the parties by their respective charters and/or Oregon Revised Statutes (ORS). ORS 190.010 authorizes units of local government to enter into written agreements with any other units of local government for the purpose of any and all functions and activities that the parties to the agreement, their officers or agencies, have authority to perform, and ORS 190.010 authorizes units of state and local governments to enter into agreements with each other to cooperate in the performance of their duties. ORS Chapters 190, 453, 476, 477 and 478 extend the powers and authorities of the parties to this Agreement beyond their boundaries when operating under this Agreement. ORS 402.010 allows the state, counties, and cities, in collaboration with private agencies, to enter into cooperative assistance agreements for emergency aid and resources. ORS 477.406 authorizes the Oregon Department of Forestry to enter into agreements with political subdivisions for the prevention and suppression of fire on forestland or on land other than forestland, or both. Additionally, ORS Chapters 401, 453 and 476 authorize the State Fire Marshal and the Administrator of the Oregon Emergency Management to develop comprehensive statewide plans for the protection of life and property during disasters. This Agreement is intended to be consistent with, and supportive of, such state contingency plans.

## 4.0 OPERATIONS.

This Agreement, in conformance with the Oregon Fire Service Plan as adopted by the State Fire Marshal, includes the following types and kinds of Automatic and Mutual Aid and operating terms and conditions:

## 4.1 OPERATION OF THE FIRE DEFENSE BOARD.

The member agencies of the Polk County Fire Defense Board agree to the following conditions in preparation for large scale Emergencies, or simultaneous Emergencies, requiring the utilization of multi-jurisdictional forces for containment, suppression or mitigation.

4.1.1 The Polk County Fire Defense Board shall function as an active body under its adopted bylaws and rules. The Board shall select a Fire Defense Chief who is authorized to take official action under the terms of the Mobilization Plan.

4.1.2 The Fire Defense Chief, or any member of the Fire Defense Board assuming the duties of the Fire Defense Chief, may be called upon to staff the Polk County Emergency Operations Center or the Multi Agency Coordination Center to represent fire jurisdiction interests in incident mitigation.

4.1.3 The Fire Defense Chief, or any member of the Fire Defense Board assuming the duties of the Fire Defense Chief, may direct the resources of any member of the Polk County Fire Defense Board for incident mitigation anywhere within the Polk County Fire Defense District boundaries, or within adjacent fire defense districts that have entered into a mutual aid agreement with the Polk County Fire Defense Board.

4.1.4 The Fire Defense Chief, or any member of the Fire Defense Board assuming the duties of the Fire Defense Chief, has the authority to prioritize Emergencies and allocate Automatic Aid, Mutual Aid or Emergency Assistance in the event of a regional Emergency or simultaneous multiple Emergencies within the Polk County Fire Defense District. However, nothing in this Agreement

shall abridge the right of a party to limit the movement of its resources beyond its boundaries as provided in Section 4.3.

4.1.5 Each of the undersigned parties hereby authorizes the Polk County Fire Defense Board to enter into mutual aid agreements with adjacent Fire Defense Districts, provided the agreements are in substantial conformance with the attached Exhibit A. Upon execution of a mutual aid agreement between Fire Defense Districts, and notification to the Fire Chiefs of the undersigned parties, the undersigned parties agree to comply with the direction of the Polk County Fire Defense Board Chief, and the protocols adopted by the Polk County Fire Defense Board, and to provide Automatic Aid, Mutual Aid, or Emergency Assistance to adjacent Fire Defense Districts consistent with the provisions of this Agreement.

## 4.2 TYPE OF EQUIPMENT AND PERSONNEL.

The parties agree to provide to all other parties to this Agreement, and to adjacent Fire Defense Districts that have entered into a mutual aid agreement with this Fire Defense District, Automatic Aid, Mutual Aid, or Emergency Assistance subject to the following conditions:

4.2.1 Subject to the limitations of Section 4.3, the minimum requirements of personnel and equipment available for assistance pursuant to this Agreement shall generally comply with the Oregon Fire Service Plan. Other personnel and equipment minimums may be fixed by action of the Fire Defense Board.

4.2.2 All parties acknowledge that the equipment and personnel made available under this Agreement may be periodically unavailable due to normal operating requirements. However, if any significant event occurs which affects or may affect available equipment or personnel for more than 30 days, the party experiencing such event must notify all other parties to this Agreement.

4.2.3 Where Oregon Department of Forestry ("ODF") equipment and personnel are requested under the terms of this Agreement, the parties agree that such equipment shall be deployed for natural cover fire protection only. The parties to this Agreement also agree that seasonal deployment of ODF resources varies throughout the year due to seasonal fire needs. ODF may orally notify the parties of these seasonal changes to equipment and personnel at bi-monthly Fire Defense Board meetings. The parties understand that the potential for fires requiring suppression efforts beyond initial attack resources is greatest in the areas protected by the ODF.

4.3 AVAILALBLE RESOURCES.

Each of the parties agrees to furnish Automatic Aid as dispatched pursuant to section 4.4. In addition, each of the parties to this Agreement agrees to furnish to a Requesting Party such Mutual Aid as the Requesting Party may deem reasonable and necessary to successfully abate an Emergency in the Requesting Party's jurisdiction. However, a Providing Party shall have the sole discretion to refuse such a request, or to withdraw from a request, if providing Emergency Assistance to a Requesting Party could lead to an unreasonable reduction in the level of protection within its jurisdiction. A Providing Party may also refuse a request for assistance if necessary to comply with any limitations on the use of dedicated funds by that agency. A Requesting Party agrees to release a Providing Party as soon as Emergency Assistance is no longer required.

4.4 DISPATCHING.

A Providing Party will not deploy pursuant to this Agreement without a request for Emergency Assistance by a Requesting Party. Resources requested under this Agreement will typically be assigned automatically under the following principles and procedures:

4.4.1 It is recognized and agreed by the parties that closest unit response is in the best interest of all communities within Polk County County and that from time to time minor response imbalances between participating agencies may occur and shall be considered diminutive and inconsequential as compared to the benefits conferred upon the communities by the terms of this Agreement. The parties agree that Emergency Assistance requested under this Agreement shall be dispatched promptly and that a first response by the Requesting Party shall not be a prerequisite to a request for Emergency Assistance under this Agreement.

4.4.2 The dispatching process for Emergency Assistance is based upon pre-programming of the Willamette Valley Communications Center ("WVCC") computer aided dispatch system ("CAD") for incidents based upon "Call Type," "Response Levels," "Response Districts," and "Station Orders." For the purposes of this Agreement, the kinds and types of resources dispatched under this Agreement shall be determined by the above dispatching process. The parties agree to mutually cooperate in developing and implementing the dispatching process.

4.4.3 ODF resources shall be dispatched through ODF's dispatch center and by request of WVCC dispatchers or at the request of the parties.

4.5 SUPERVISION/AGENCY AUTHORITY.

The Requesting Party shall retain incident command responsibility for the incident and shall establish overall supervision of the Emergency through the nationally recognised incident command system. However, when officers from the Requesting Party have not arrived at the scene of the incident, the commanding officer of the Providing Party arriving first shall assume incident command until relieved. "Supervision," as used in this section, refers to oversight of the mission. Personnel participating in the mission remain employees, volunteers or independent contractors of the party that deployed them, and are subject to the policies and procedures of that party.

Unless expressly authorized by the Requesting Party, a Providing Party and its officers, employees and agents, are not authorized to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of, or as an agent for, the Requesting Party.

4.6 EMERGENCY CONFLAGRATION ACT OR HAZARDOUS MATERIALS RESPONSE.

Emergency Assistance given under order of the Administrator of the State Emergency Management Division in the event of the emergency proclamation by the Governor, or under the "Emergency Conflagration Act"; or in response to hazardous material incident pursuant to the terms of a contract with the Office of the Oregon State Fire Marshal and in conformance with administrative rules regarding hazardous materials response promulgated by the Office of the Oregon State Fire Marshal and the State or Oregon, is not be governed by this Agreement.

5.0 REPEAL OF OTHER AGREEMENTS.

This Agreement does NOT supersede or repeal any: automatic aid agreements or pre-programmed first response agreements; hazardous materials response agreements with the State of Oregon; mutual aid hazardous materials agreements with other State Response Teams; equipment sharing agreements;emergency planning agreements, such as the Office of Consolidated Emergency Management Cooperative Assistance Agreement, the Oregon Urban Search and Rescue Task Force Mutual Aid Agreement; or agreements with ODF for provision of Emergency Assistance beyond the first 12 hours of an incident.

6.0 GENERAL WAIVERS/INDEMNITY.

6.1 Each party to this Agreement waives all claims against all other parties to this Agreement for compensation for any loss, damage, personal injury, or death occurring to that party's personnel or equipment as a consequence of the performance, failure to perform, or delay in performance, arising out of this Agreement.

6.2 Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, each party to this Agreement will indemnify, defend, save, and hold harmless the other parties to this Agreement and their officials, employees, agents, and

volunteers from and against any and all actions, suits, claims, or demands arising from the acts or ommissions of the indemnifying party, its officials, employees, agents, and volunteers in performance of this Agreement. This provision shall survive termination of this Agreement.

6.3 Notwithstanding paragraphs 6.1 and 6.2 of this section, the parties remain entitled to payment of applicable Assistance Costs as provided by this Agreement.

## 7.0 INSURANCE.

Each party to this Agreement will obtain and maintain commercial general liability insurance or equivalent coverage, or self-insurance, covering its activities under this Agreement in at least an amount equal to the party's liability limits under the Oregon Tort Claims Act.

## 8.0 WORKERS' COMPENSATION.

Each party to this Agreement agrees to provide workers' compensation insurance coverage to each of its employees and volunteers, and that while overall incident command supervision will usually be provided by the jurisdiction in which the incident occurs, supervision of individual employees will be provided by their regular supervisors. This Agreement does not create any "special employer" relationships under Oregon workers' compensation law.

## 9.0 REFUSALS TO PERFORM.

This is an automatic aid and mutual aid agreement and it is assumed that all available assistance will generally be provided. However, any Providing Party may refuse to perform any specific task when the Providing Party's commanding officer determines that the task would create an unreasonable risk of danger to the Providing Party's employees, volunteers, independent contractors , equipment or to any third party.

## 10.0 COMPENSATION/PUBLIC ASSISTANCE/FIRE MANAGEMENT ASSISTANCE.

The parties agree that the Emergency Assistance promised, available, or provided during the Operational Period constitutes adequate consideration under this Agreement without reimbursement of Assistance Costs. Assistance Costs beyond the Operational Period, however, must be reimbursed by the Requesting Party unless otherwise agreed by the Requesting Party and the Providing Party. The Providing Party will keep records documenting all assistance provided under this Agreement, including the scope and extent of equipment and personnel committed, operating times, out-of-pocket expenses, and other costs which, but for the Emergency Assistance provided under this Agreement would not have been incurred. Upon demand, the Requesting Party may access, examine, and copy all records documenting assistance provided to the Requesting Party under this Agreement. The Requesting Party will take all reasonable actions to apply to FEMA for reimbursement of the Providing Party's eligible costs. The Providing Party will submit its claim for reimbursement to the Requesting Party. Both the Requesting Party and Providing Party will keep detailed records of the Emergency Assistance requested and received, and will provide those records as part of the supporting documentation for a reimbursement request. The parties will cooperate to the fullest extent possible to facilitate reibursement of eligible Assistance Costs. The parties' reimbursement obligations shall survive termination of this Agreement.

## 11.0 TERMINATION.

11.1 Any party hereto may terminate its participation in this Agreement without cause at any time by giving 30 days' notice to all other parties. Such notice shall be sent to the Chiefs and the governing bodies of the other parties to this Agreement. This Agreement will remain in effect so long as there are at least two parties remaining.

11.2 Failure by any party to continually meet the requirements established by this Agreement constitutes a default. A majority of the members of the Fire Defense Board may elect to terminate a defaulting party's participation in this Agreement. The defaulting party shall have the right to appear before the Fire Defense Board for the purpose of presenting its case before such action may be taken by the Board. Ten days' written notice of any such hearing, mailed to the defaulting party, shall be deemed adequate. Documentation of termination of a defaulting party shall be attached to this Agreement.

## 12.0 COST RECOVERY.

Except as provided in Section 10.0 of this Agreement or as otherwise provided by law, the parties agree that any cost recovery actions against third parties shall be brought and coordinated by the jurisdiction in which the incident occurred, in their sole and exclusive discretion. Any sums received shall be applied first to the costs of recovery, and then pro rata, in accordance with the reasonable and recoverable costs incurred by each party. Any cost recovery action shall be communicated to and coordinated with all Providing Parties.

## 13.0 RETIREMENT SYSTEM STATUS.

No Public Employees Retirement System or Law Enforcement Officers' and Fire Fighters' Retirement System benefits will accrue under this Agreement beyond the normal accruals of the employees of Participating Agencies. Further no benefits accrue solely under this Agreement relating to federal Social Security, unemployment insurance, or worker's compensation.

14.0 ASSIGNMENTS/SUBCONTRACTS.

Except as expressly provided herein, the parties agree not to assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the other parties.

15.0 SUCCESSORS IN INTEREST.

The provisions of this Agreement shall be binding upon and inure to the benefit of all the parties to this Agreement and their respective successors and assigns.

16.0 COMPLIANCE WITH GOVERNMENT REGULATIONS.

Each party to this Agreement agrees to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement.

17.0 FORCE MAJEURE.

No party to this Agreement shall be held responsible for delay or default caused by fire, riot, act of God and/or war which is beyond the reasonable control of the parties.

18.0 SEVERABILITY.

If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19.0 AMENDMENTS.

The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties, except that new parties may sign on to this

Agreement as provided in Section 22.0 without prior written consent from the existing parties to this Agreement.

## 20.0 GOVERNING LAW/DISPUTE RESOLUTION.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. However, the parties may attempt to resolve any dispute arising under this Agreement by any appropriate means of dispute resolution, except binding arbitration.

## 21.0 TERM OF AGREEMENT/EFFECTIVE DATE.

This Agreement shall take effect on the date signed by all the parties appearing on the signature page in Section 22.0 of this Agreement and shall continue in full force and effect until execution of a successor agreement or termination as set forth in Section 11 above. The terms and conditions of this Agreement shall apply to a new party to this Agreement on the date of the new party's execution of this Agreement, as provided in Section 22.0 below.

## 22.0 EXECUTION OF AGREEMENT.

This Agreement shall be adopted by resolution of the governing body and signed by the Fire Chief or other authorized official of each party to this Agreement . Each party will execute two copies of this Agreement, one of which will be held by the office of the District Fire Defense Chief, and the other by the office of the District Fire Defense Board Secretary. All signatures shall be executed in counterparts, using the form appearing on the next page of this Agreement.

*(Signature page to follow)*

IN WITNESS WHEREOF, each of the undersigned has caused the Agreement to be approved by their respective governing authority and its duly authorized officers.

| AGENCY | AUTHORIZED SIGNATURE | RESOLUTION & DATE |
|---|---|---|
| Amity Fire District | | |
| Dallas Fire & EMS | | #3319 on 3/2/15 |
| Dayton Fire District | | |
| Falls City Fire Department | | |
| Hoskins-Kings Valley RFPD | | |
| Oregon Department of Forestry | | 4-16-15 |
| Polk County Emergency Management | | |
| Polk County Fire District #1 | | 4-9-2015 |
| Salem Fire Department | | |
| Salem Suburban RFPD | | |
| Sheridan Fire District | | 2014-15-3 on 03-09-2015 |
| Southwestern Polk RFPD | | #2014-07 on 3/9/15 |
| Spring Valley RFPD | | |
| West Valley Fire District | | |

# EXHIBIT A

## AUTOMATIC AND MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN

**_____ (Fire Defense District)**
**AND**
**POLK COUNTY DISTRICT FIRE DEFENSE BOARD**

WHEREAS, the parties recognize the likelihood that fires, disasters or other like emergencies occurring in their respective districts could exceed their ability to control them with the equipment and personnel of any single agency or Fire Defense District ("District"); and

WHEREAS, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (the Oregon Emergency Conflagration Act), and to provide mutual aid during emergencies and during a declaration of emergency under ORS Chapter 401; and

WHEREAS, it is necessary and proper that this Automatic and Mutual Aid Agreement be entered into by and between the Fire Defense Districts for the mutual protection of life and property, and

WHEREAS, the local fire services of each District listed below have approved and agree to be bound by the terms of this Agreement,

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed as follows:

1. The defined terms of the Polk County Fire Defense Board 2014 Intra-County Automatic and Mutual Aid Agreement, copy attached, ("Polk County Automatic and Mutual Aid Agreement") are adopted and incorporated by this reference.
2. The local fire services that are parties to their Fire Defense District's Intra-County Automatic and Mutual Aid Agreement have each agreed to respond to automatic aid and mutual aid requests between Fire Defense Districts pursuant to mutual aid and move-up procedures developed by the Fire Defense Districts and administered by the Fire Defense District's respective Fire Defense Board Chiefs. The procedures will be developed in conformance with the State of Oregon Mobilization Plan.
3. The Fire Defense Districts will provide Emergency Assistance upon request, when available, to any of the fire services that are parties to their Fire Defense District intra-county mutual aid agreement, when such assistance is necessary and appropriate.
4. The Fire Defense Districts incorporate the provisions of Sections 4.2, 4.3, 4.5, 4.6, 5 – 10, and 12 – 22 of the Polk County Automatic and Mutual Aid Agreement.

5. The mutual aid and move-up procedures shall be reviewed and updated annually. Each party is responsible for the coordination of resources and responses with other agencies within their local Fire Defense District.
6. Additional fire service agencies may be added as parties by their respective Fire Defense Districts without approval by the other Fire Defense District.
7. Either party may withdraw from this Agreement by giving 30 days' written notice of its intent to withdraw to the other party.
8. Each Fire Defense District represents that it has obtained prior approval from each of the local fire service agencies listed below to enter into this Agreement.

The effective date of this Agreement shall be _____, and it shall remain in effect until modified or repealed.

For _____ County Fire Defense District, the fire service agencies are:

_____

_____

_____

_____

For Polk County Fire Defense Board, the fire service agencies are:

Amity Fire District, Dallas Fire & EMS, Dayton Fire District, Falls City Fire Department, Hoskins-Kings Valley RFPD, Oregon Department of Forestry, Polk County Fire District #1, Salem Fire Department, Salem Suburban RFPD, Sheridan Fire District, Southwestern Polk RFPD, Spring Valley RFPD and West Valley Fire District.

Three (3) original signed copies of this Agreement shall be maintained on file as follows:

One (1) at the office of the Oregon State Fire Marshal
One (1) at the office of the _____ County Fire Defense Board Chief
One (1) at the office of the Polk County Fire Defense Board Chief

Each party and local fire protection agency to this Agreement shall receive a copy of the final signed Agreement.

IN WITNESS WHEREOF each of the undersigned has caused this Agreement to be signed by its duly authorized officers.

DISTRICT SIGNATURES

_____ COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated: _____

POLK COUNTY FIRE DEFENSE BOARD

Fire Defense Board Chief: _____ Dated: _____

# AGENDA REPORT

**To:** City Council

**From:** Mayor Terry Ungricht

**Subject:** City Goals up-date

**Date:** June 2, 2015

**Summary**

At the May Council meeting, Councilors requested an update on the City goals.

**BACKGROUND**

Every year the City Council sets goals for the City. Staff uses these goals to help budget and move the City in the direction set by Council.

**Previous Council Action**

Adopted the 2015-16 goals.

**ALTERNATIVES/FINANCIAL IMPLICATIONS**

N/A

**STAFF RECOMMENDATION**

N/A

**EXHIBITS**

Copy of goals with explanation of current work performed.

**PROPOSED MOTIONS**

N/A

# GOAL-SETTING WORKSHOP RESULTS

## MISSION STATEMENT

**Create an environment that supports community rural living at its best by mixing family, work, recreation and social opportunities while providing fiscally sound, responsible municipal services.**

## GOALS

The City of Falls City will:

1. Maintain City infrastructure at adequate levels to meet current, future and regulatory requirements.

2. Explore the development of an electric generation facility to power City operations.

3. Broaden community understanding of City government and operations by enhancing community communications.

4. Develop a strategy to encourage economic development in Falls City.

5. Explore options for and implement a code enforcement program that fits within available resources.

6. Enhance public safety in Falls City.

7. Develop and implement a staffing plan to carry out City operations.

# GOALS UPDATE- June 2, 2015

| OBJECTIVES |
|---|

**Goal #1 – Maintain City infrastructure at adequate levels to meet current, future and regulatory requirements.**

| | OBJECTIVE | PRIORITY |
|---|---|---|
| 1 | Update the Water Master plan | 1 |
| 2 | Create a Parks Master Plan | 1 |
| 3 | Develop a Capital Improvement Plan (CIP) which incorporates projects from other master plans | 2 |
| 4 | Develop funding sources and schedule for chip-sealing City streets | 2 |

1) Budgeted for 2015-2016, have an RFP proposal ready to submit if budget item accepted. Will meet with COG before July to submit a RFP. 2) Parks Committee is looking into, could partner with OSU. This also could be a project for the RARE program. (06/02/2015)

**Goal #2 – Explore the development of an electric generation facility to power City operations.**

| | OBJECTIVE | PRIORITY |
|---|---|---|
| 1 | Identify preferred option and funding mechanism | 1 |
| 2 | Determine regulatory process and requirements | 1 |
| 3 | Contract for engineering and design of system | 2 |
| 4 | Begin permitting process | 2 |

Council President Sickles is going to do the leg work on identifying the agencies we will need to go through for approval. (06/02/2015)

**Goal #3 – Broaden community understanding of City government and operations by enhancing community communications.**

| | OBJECTIVE | PRIORITY |
|---|---|---|
| 1 | Schedule town hall meetings to share information with and solicit information from citizens | 1 |
| 2 | Publish a newsletter article on the City budget | 1 |
| 3 | Create a list of community volunteers and resources | 1 |
| 4 | Respond publicly and in a timely fashion to public comment issues received at City Council meetings | 1 |
| 5 | Continue to enhance the City's website | 4 |
| 6 | Post any ordinance changes once decided to make sure the public is informed | 4 |

1) Councilor Drill will be holding a town hall meeting on June 9th at 7 pm, on Safety concerns, Vandalism, and Theft. 2) Published in March news letter, need feed back from Council if they would like more articles. 4) New form accepted by Council. 5&6 on going.

**Goal #4 - Develop a strategy to encourage economic development in Falls City.**

| | OBJECTIVE | PRIORITY |
|---|---|---|
| 1 | Create Economic Development/Community Beautification Committee to develop and implement a list of projects | 1 |
| 2 | Review City ordinances to ensure compatibility with business development | 2 |

1) **A Council member needs to take this on or it be assigned to an existing committee, we are doing projects like the stairway, which should be completed by end of June, The FORD Foundation cohort electrifying the lower park, work will begin in June.**
2) **This will be a task for the RARE applicant.**

**Goal #5 – Explore options for and implement a code enforcement program that fits within available resources.**

| | OBJECTIVE | PRIORITY |
|---|---|---|
| 1 | Determine desired program model | 1 |
| 2 | Develop and implement program, and train appropriate people | 1 |

Had a work session on subject, still ongoing discussion. Councilor Drill was in contact with the Code Enforcement Association, I will follow up with her.

**Goal #6 – Enhance public safety in Falls City.**

| | OBJECTIVE | PRIORITY |
|---|---|---|
| 1 | Explore options/feasibility for police presence in Falls City | 1 |
| 2 | Explore use of cameras as a crime deterrent | 1 |
| 3 | Create a City Emergency Plan and educate the public on emergency procedures | 1 |
| 4 | Replace missing traffic signs in the City | 4 |

3) Is being worked on by Councilor Drill and Fire Department.
4) Budgeted for in 2015-16 budget, assigning to P/W committee to identify and prioritize. Councilor Drill set up a meeting with Lee Matlock, OR-DOT maintenance boss. He has volunteered to coordinate with students to set up a sign cleaning training program; I am hoping that maybe we can coordinate with the School Booster club for volunteers. The Public Works Committee is also auditing signs to draft a priority list.

**Goal #7 – Develop and implement a staffing plan to carry out City operations.**

| | OBJECTIVE | PRIORITY |
|---|---|---|
| 1 | Create a succession plan for replacement of the existing workforce when changes occur | 1 |
| 2 | Determine the City Management staffing needs for the City | 1 |
| 3 | Hire staff as needed according to staffing plans/needs | 1 |

On going

KEY TO PRIORITY RATINGS

- 1 – Do now – budget in the forth-coming budget year
- 2 – Look at accomplishing 2-3 years in the future

# AGENDA REPORT

**TO:** COUNCIL

**FROM:** MAYOR UNGRICHT

**SUBJECT:** HEAL GRANT UPDATE

**DATE:** 06/04/2015

**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. The work is 95% completed and we are submitting the closing documents to close out the grant. I was approached by Oregon Public Health Institute, the grant manager; they liked the midway grant report and asked me to be a panelist on a webinar that covered multiple states. The ongoing work is; finish painting rails, clean up sides of stairway so run off does not push dirt onto stairs, poser wash stairs, and fill cracks. Cliff Lauder our main volunteer and project manager is going to donate some paver work at the bottom of stairs and Idyll Wood Gardens is going to donate wild flowers along the sides of the stairs to be put in this fall. The City needs to thank all of the volunteers on the project, especially Cliff Lauder and Billy Kalpakoff for the hours the donated. I will include the final report with all volunteers and their hours at the next Council meeting

**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**
N/A

**PROPOSED MOTION**
N/A

# AGENDA REPORT

**TO:** CITY COUNCIL

**FROM:** MAYOR UNGRICHT

**SUBJECT:** SPECIAL CITY ALLOTMENT

**DATE:** 6/4/2015

**SUMMARY**
The State of Oregon Transportation Commission administers a portion of state highways funds. These funds are to be allotted to small cities with populations of less than 5,000 for streets that are locally managed and are inadequate for the capacity they serve or in in a condition detrimental to safety.

**BACKGROUND**
Falls City has limited resources and road maintenance is a safety concern. The City has applied for this allotment in the past and has been awarded funds for paving on Bridge Street. The proposed project is S. Main Street from the intersection at Bridge Street and heading East approximately 550 feet. This would greatly improve the approach to the intersection where the pavement is worn, cracked and beginning to form potholes. This is a high traffic street and repaving this area would reduce safety concerns.

**PREVIOUS COUNCIL ACTION**
None.

**ALTERNATIVES/FINANCIAL IMPLICATIONS**
The alternative is to not apply for this allotment grant and use limited city resources for the resurfacing of S. Main Street.

**STAFF RECOMMENDATION**
Staff recommends approval of Resolution 10-2015 approving the Special City Allotment request for funding.

**EXHIBIT**
Resolution 10-2015, Special City Allotment request, map, traffic count, pictures.

**PROPOSED MOTION**
I move the City Council of the City of Falls City approve Resolution 10-2015 A Resolution requesting funding from the Oregon Transportation Commission for funding to repave portions of S. Main Street.

**RESOLUTION 10-2015**

A RESOLUTION OF THE CITY OF FALLS CITY APPROVING SPECIAL CITY ALLOTMENT

**Findings:**

1. Under the provisions of ORS 366.800 and 366.805 there has been withdrawn from State Highway fund appropriated to the allocation to several cities of the State of Oregon. These funds are administered by the Oregon Transportation Commission and are to be spent within cities with fewer than 5,000 population and on streets not in the State Highway system, and that are inadequate for the capacity they serve, or are in a condition detrimental to safety.

2. The City of Falls City is an incorporated City of the State of Oregon and has a population less than 5,000 as given by the latest official census. The following streets of said City, South Main Street from Bridge Street east approximately 500 feet meet the conditions of ORS 366.805

NOW THEREFORE,

THE COMMON COUNCIL OF THE CITY OF FALLS CITY RESOLVES AS FOLLOWS:

Section 1. The aforementioned street of Falls City is inadequate for the capacity it serves or is a detriment to safety.

Section 2. The said street of Falls City is in need of repair, reconstruction or other major improvement.

Section 3. That said street is not a part of the state highway system and is under the jurisdiction and control of the City.

Section 4. That the Oregon Transportation Commission is hereby respectfully requested to consider and declare said street as qualified for reconstruction, repair, or other improvements out of funds allocated and made available through the appropriation of revenues which is to be administered and spent by the Transportation Commission.

Section 5. That the City of Falls City does hereby offer to the Transportation Commission and hereby does pledge complete cooperation and assistance to the end, and that Falls City may share and benefit of said special fund and appropriation and therefore does designate the City Maneger as the official representative of the City in all negotiations resulting from this request.

Introduced and adopted June 11, 2015:

_____ _____

Date Mayor/Manager Pro Tem, Terry Ungricht

Attest:

_____ _____

Date Domenica Protheroe, City Clerk

# Special City Allotment (SCA) Application

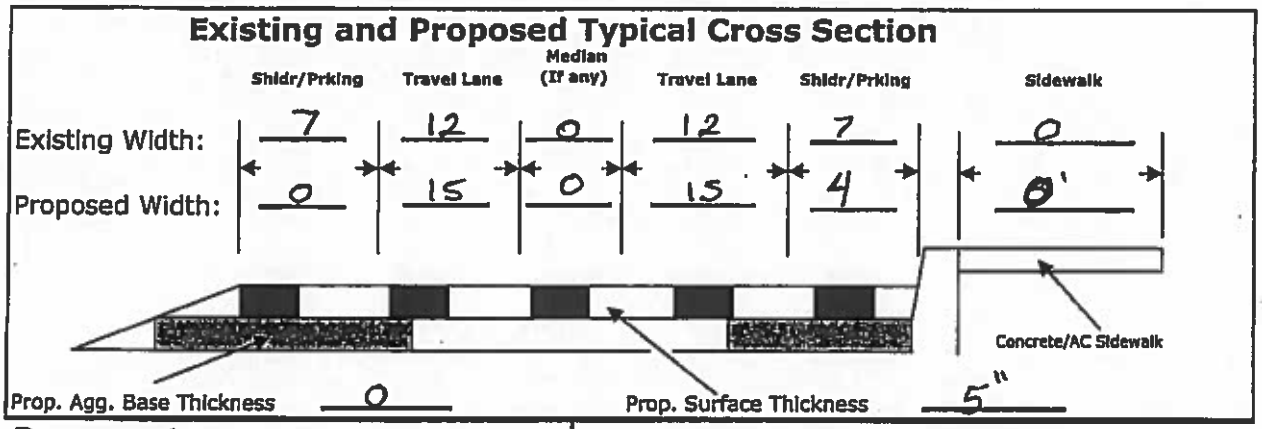
CITY OF City of Falls City DATE 6-3-2015

STREET NAME South Main Street FROM Bridge Street TO 500 feet East

(Attach map showing project limits.)

| Project Length | Est. Project Cost | Avg. Daily Cars (Current) | Avg. Daily Trucks (Current) |
|---|---|---|---|
| 500 feet | $ 49,950.00 | 807 | |

## Existing and Proposed Typical Cross Section




## Pavement

Surface Type
Existing: AC Pavement
Proposed: AC Pavement
Proposed Thickness: 5"

## Storm Sewer

Existing (Y/N): N
Proposed (Y/N): N
Pipe Diameter: N/A
Pipe Length: N/A

***Adjustments:***

Inlets #: 0
Manholes #: 0
Pipes #: 0

## Right-of-Way

Existing Width: 60'
Adequate? (Y/N): Y
Proposed Width: N/A

| Sidewalks | Left Side | Right Side |
|---|---|---|
| Existing(Y/N): | Y | N |
| Prop. (Y/N): | N | N |
| Proposed Length: | N/A | N/A |
| Proposed Width: | N/A | N/A |

| Curbs | | |
|---|---|---|
| Existing (Y/N): | Y | N |
| Prop. (Y/N): | N | N |
| Length: | N/A | N/A |
| Type: | N/A | N/A |

## Bridge

Name & Bridge #: N/A
Length: N/A
Width: N/A
Type of Structure: N/A
Sufficiency Rating #: N/A
Name of Stream: N/A

**Remarks:** Proposed paving over lay project begins at intersection of Bridge Street and South Main Street and continues East approximately 500 feet. Overlay will be taperd into the cross street in vicinity of curb returns. Existing Side walk on North side from Bridge St. for approximately 125 feet.

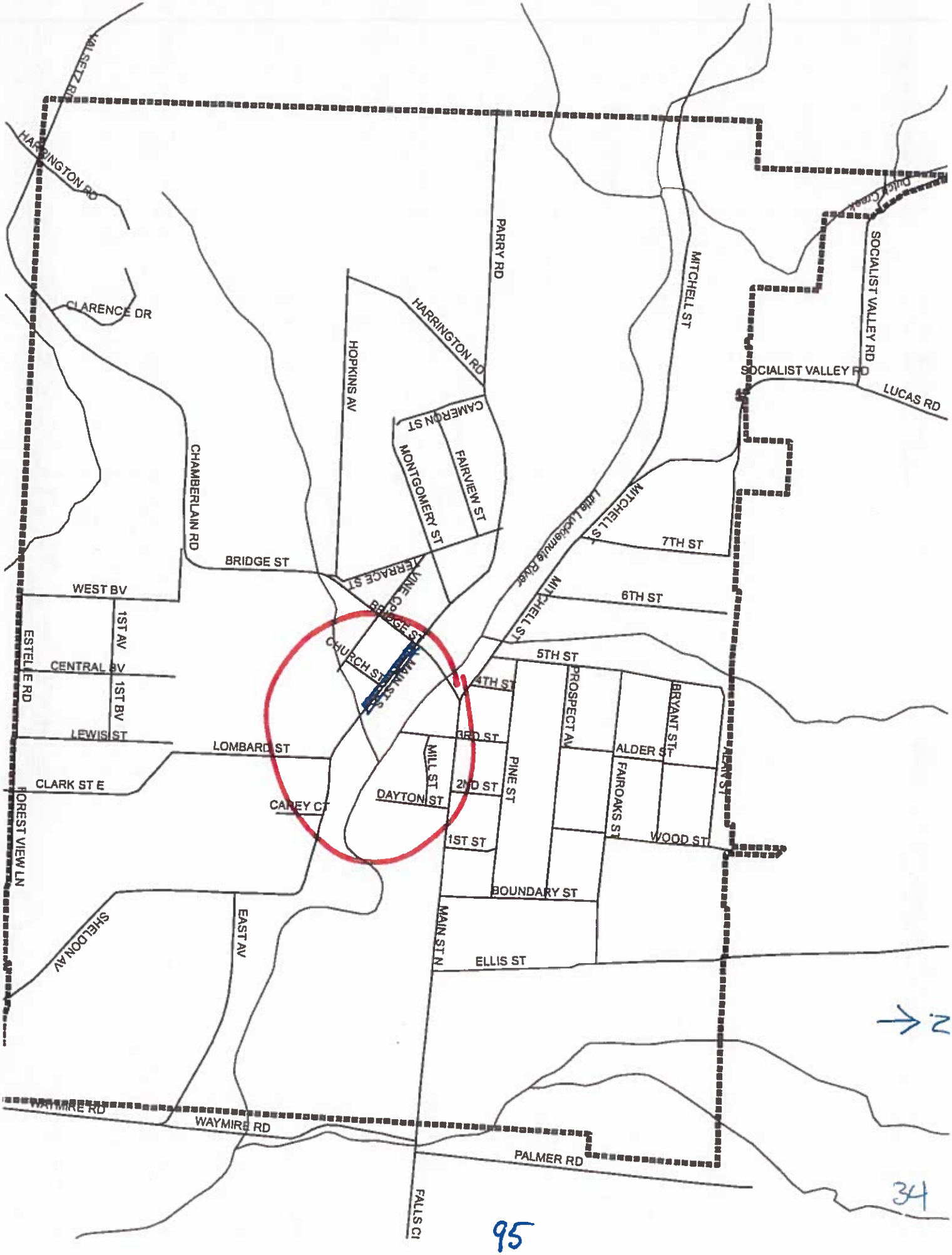
By: T J Ungricht — Mayor — Date: 6-4-2015

By: _____ — City Recorder — Date: _____

By: TJ Ungricht — City Administrator — Date: 6-4-2015



Attach additional sheets for each street. All streets combined will be one entry.


HARRINGTON RD
CLARENCE DR
PARRY RD
HARRINGTON RD
HOPKINS AV
CAMERON ST
MONTGOMERY ST
FAIRVIEW ST
CHAMBERLAIN RD
BRIDGE ST
TERRACE ST
VINE CP
BRIDGE ST
CHURCH ST
MAIN ST S
WEST BV
1ST AV
1ST BV
ESTELLE RD
CENTRAL BV
LEWIS ST
LOMBARD ST
CLARK ST E
FOREST VIEW LN
CAREY CT
DAYTON ST
MILL ST
MITCHELL ST
MITCHELL ST
Little Luckiamute River
7TH ST
6TH ST
5TH ST
4TH ST
3RD ST
2ND ST
1ST ST
PINE ST
PROSPECT AV
BRYANT ST
ALDER ST
FAIROAKS ST
WOOD ST
ALAN ST
BOUNDARY ST
MAIN ST N
ELLIS ST
SHELDON AV
EAST AV
WAYMIRE RD
WAYMIRE RD
PALMER RD
FALLS CI
SOCIALIST VALLEY RD
SOCIALIST VALLEY RD
LUCAS RD
Duck Creek
→ N

# Transportation Development Division
# Transportation System Monitoring Unit
# Vehicular Volume

**Time settings**

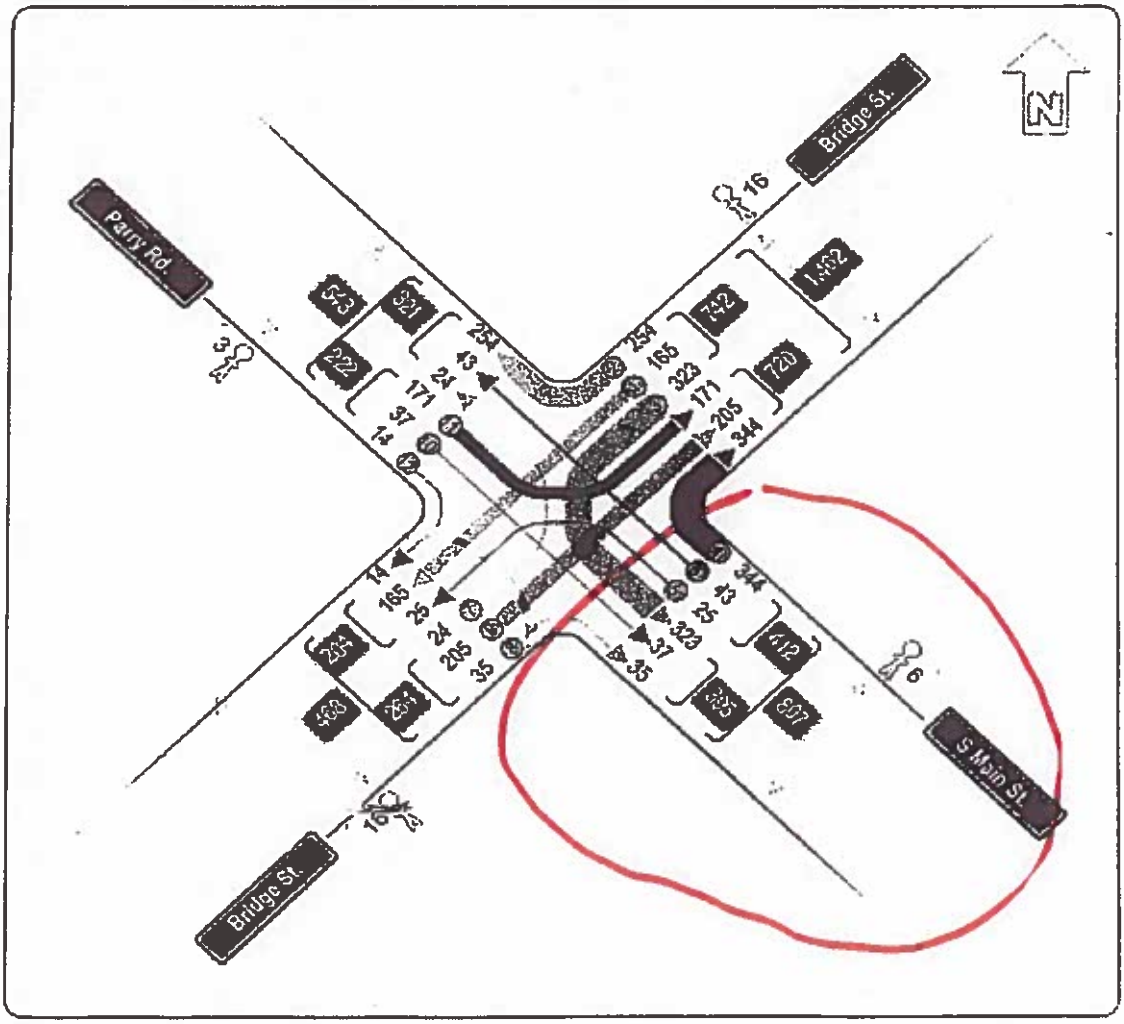
Date: 11/7/2011
Hours: 6:00 AM-10:00 PM
Weather: Cloudy;Fog

**Source**

Site Number: 27112011
Street Number: 1544
Vehicle Type: Vehicles
Crossing Flow: Pedestrians

**Source Description**

Location Description: Bridge St. @ S Main St/Parry Rd.
County: Polk
City: Falls City



AM Fri May 4, 2012 10:38:50 Page 7-1

Kittelson & Associates, Inc. - #11988
Falls City TSP
2012 Existing Traffic Conditions, Weekday AM Peak Hour

Level Of Service Detailed Computation Report
2000 HCM Unsignalized Method
Base Volume Alternative

Intersection #2 N. Main Street/Mitchell Street/Bridge Street

| Approach: | North Bound | South Bound | East Bound | West Bound |
|---|---|---|---|---|
| Movement: | L - T - R | L - T - R | L - T - R | L - T - R |
| HevVeh: | 0% | 14% | 25% | 20% |
| Grade: | 0% | 0% | 0% | 0% |
| Peds/Hour: | 0 | 2 | 0 | 6 |
| Pedestrian Walk Speed: 4.00 feet/sec | | | | |
| LaneWidth: | 12 feet | 12 feet | 12 feet | 36 feet |
| Time Period: 0.25 hour | | | | |



AM Fri May 4, 2012 10:38:50 Page 8-1

Kittelson & Associates, Inc. - #11988
Falls City TSP
2012 Existing Traffic Conditions, Weekday AM Peak Hour

Level Of Service Computation Report
2000 HCM Unsignalized Method (Base Volume Alternative)

Intersection #3 S. Main Street/Bridge Street/Parry Road

Average Delay (sec/veh): 5.9 Worst Case Level Of Service: A( 9.3)

| Approach: | North Bound | | | South Bound | | | East Bound | | | West Bound | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement: | L | T | R | L | T | R | L | T | R | L | T | R |
| Control: | Uncontrolled | | | Uncontrolled | | | Stop Sign | | | Stop Sign | | |
| Rights: | Include | | | Include | | | Include | | | Include | | |
| Lanes: | 0 0 1! 0 0 | | | 0 0 1! 0 0 | | | 0 0 1! 0 0 | | | 0 0 1! 0 0 | | |
| Volume Module: | | | | | | | | | | | | |
| Base Vol: | 1 | 15 | 1 | 11 | 5 | 10 | 24 | 1 | 1 | 1 | 1 | 25 |
| Growth Adj: | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Initial Bse: | 1 | 15 | 1 | 11 | 5 | 10 | 24 | 1 | 1 | 1 | 1 | 25 |
| User Adj: | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| PHF Adj: | 0.85 | 0.85 | 0.85 | 0.85 | 0.85 | 0.85 | 0.85 | 0.85 | 0.85 | 0.85 | 0.85 | 0.85 |
| PHF Volume: | 1 | 18 | 1 | 13 | 6 | 12 | 28 | 1 | 1 | 1 | 1 | 29 |
| Reduct Vol: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FinalVolume: | 1 | 18 | 1 | 13 | 6 | 12 | 28 | 1 | 1 | 1 | 1 | 29 |
| Critical Gap Module: | | | | | | | | | | | | |
| Critical Gp: | 4.5 | xxxx | xxxxx | 4.3 | xxxx | xxxxx | 7.2 | 6.6 | 6.3 | 7.2 | 6.6 | 6.3 |
| FollowUpTim: | 2.5 | xxxx | xxxxx | 2.4 | xxxx | xxxxx | 3.6 | 4.1 | 3.4 | 3.6 | 4.1 | 3.4 |
| Capacity Module: | | | | | | | | | | | | |
| Cnflict Vol: | 20 | xxxx | xxxxx | 20 | xxxx | xxxxx | 76 | 62 | 14 | 60 | 67 | 19 |
| Potent Cap.: | 1392 | xxxx | xxxxx | 1487 | xxxx | xxxxx | 897 | 816 | 1046 | 920 | 812 | 1042 |
| Move Cap.: | 1389 | xxxx | xxxxx | 1486 | xxxx | xxxxx | 863 | 806 | 1044 | 911 | 802 | 1041 |
| Volume/Cap: | 0.00 | xxxx | xxxx | 0.01 | xxxx | xxxx | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.03 |
| Level Of Service Module: | | | | | | | | | | | | |
| 2Way95thQ: | 0.0 | xxxx | xxxxx | 0.0 | xxxx | xxxxx | xxxx | xxxx | xxxxx | xxxx | xxxx | xxxxx |
| Control Del: | 7.6 | xxxx | xxxxx | 7.4 | xxxx | xxxxx | xxxxx | xxxx | xxxxx | xxxxx | xxxx | xxxxx |
| LOS by Move: | A | * | * | A | * | * | * | * | * | * | * | * |
| Movement: | LT - LTR - RT | | | LT - LTR - RT | | | LT - LTR - RT | | | LT - LTR - RT | | |
| Shared Cap.: | xxxx | xxxx | xxxxx | xxxx | xxxx | xxxxx | xxxx | 867 | xxxxx | xxxx | 1024 | xxxxx |
| SharedQueue: | xxxxx | xxxx | xxxxx | xxxxx | xxxx | xxxxx | xxxxx | 0.1 | xxxxx | xxxxx | 0.1 | xxxxx |
| Shrd ConDel: | xxxxx | xxxx | xxxxx | xxxxx | xxxx | xxxxx | xxxxx | 9.3 | xxxxx | xxxxx | 8.6 | xxxxx |
| Shared LOS: | * | * | * | * | * | * | * | A | * | * | A | * |
| ApproachDel: | xxxxxx | | | xxxxxx | | | 9.3 | | | 8.6 | | |
| ApproachLOS: | * | | | * | | | A | | | A | | |

Note: Queue reported is the number of cars per lane.





97

39

Kittelson & Associates, Inc. - #11988
Falls City TSP
2012 Existing Traffic Conditions, Weekday AM Peak Hour

Level Of Service Detailed Computation Report
2000 HCM Unsignalized Method
Base Volume Alternative

Intersection #3 S. Main Street/Bridge Street/Parry Road

| Approach: | North Bound | | | South Bound | | | East Bound | | | West Bound | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement: | L | T | R | L | T | R | L | T | R | L | T | R |
| HevVeh: | 38% | | | 20% | | | 9% | | | 8% | | |
| Grade: | 0% | | | 0% | | | 0% | | | 0% | | |
| Peds/Hour: | 0 | | | 0 | | | 2 | | | 1 | | |
| LaneWidth: | 12 feet | | | 12 feet | | | 12 feet | | | 12 feet | | |

Pedestrian Walk Speed: 4.00 feet/sec
Time Period: 0.25 hour



Kittelson & Associates, Inc. - #11988
Falls City TSP
Existing Traffic Conditions, Weekday PM Peak Hour

Scenario Report

| | |
|---|---|
| Scenario: | PM |
| Command: | PM |
| Volume: | PM |
| Geometry: | PM |
| Impact Fee: | Default Impact Fee |
| Trip Generation: | Default Trip Generation |
| Trip Distribution: | Default Trip Distribution |
| Paths: | Default Path |
| Routes: | Default Route |
| Configuration: | Default Configuration |



86

L3

09

Looking west, Intersection Bridge / South Main

Looking East
100

# AGENDA REPORT

**To:** City Council

**From:** Mayor Terry Ungricht

**Subject:** 3rd of July event

**Date:** June 2, 2015

**Summary**

Falls City organizes a third of July celebration, this year the Falls City school booster club has volunteered to organize the event. The Booster Club will be in charge of the day time events; parade, vendors, street closure, security, and traffic control. The City through the Fire Department will retain the Fireworks event.

**BACKGROUND**

The City has organized a 3rd of July event for many years.

**Previous Council Action**

Council budgeted $1000.00 for the 3rd of July event.

**ALTERNATIVES/FINANCIAL IMPLICATIONS**

Proposed motions would use; $850.00 for insuring the Fire Works from the 3rd of July budget line item, leaving a balance of $150.00, if Council approves other motions the City would donate the remaining $150.00 from the 3rd of July line item and add $400.00 from Council projects for a total of $550.00 donation to the Booster Club.

**STAFF RECOMMENDATION**

Support the motions.

**EXHIBITS**

N/A.

**PROPOSED MOTIONS**

I move the City Council of the City of Falls City allow permission to the Falls City School Booster Club to host the 3rd of July event and to allow for the closing of Main Street for the event.

I move the City Council of the City of Falls City approve the spending of $850.00 to insure the Fireworks and to approve the donation of $550.00 to the Booster Club. Funds to be drawn from the 3rd of July line item and from Council Projects.

# AGENDA REPORT

**TO:** COUNCIL

**FROM:** TERRY UNGRICHT, MAYOR

**SUBJECT:** CITY MANAGER - DISCUSSION

**DATE:** 06/05/2015

**SUMMARY**
Council will discuss hiring a part time City Manager.

**BACKGROUND**
Council has directed staff to submit an RFP for a part time City Manager. The RFP close date was on 04/29/2015 and we received 7 applicants, 1 applicant withdrew leaving 6 candidates for the Manager Position. Council directed staff to set up a review process using an area City Manager or COG.

**PREVIOUS COUNCIL ACTION**
Direct staff to issue an RFP for part time Manager.

**ALTERNATIVES/FINANCIAL IMPLICATIONS**
Council may need to reimburse travel expenses to include mileage, hotel, and meals for the candidate for the interview process. Any salary or benefits of an interim administrator would be determined through a negotiation process.

**STAFF RECOMMENDATION**
Staff recommends the City Council discuss the job duties, wage guidelines, and interview process.

**PROPOSED MOTION**
N/A

Tues 12, hand out boil water notices, back fill and clean up, took water sample into Water Lab.

Wed 13, meeting at Community Center, about the development of the Valsets Hights.

Thurs 14, finish clean up on the main brake, weed eat and mowed WTP.

Fri 15, clean rest rooms Upper Park, water reconnection 660 Harrington .

Sat 16, called out at 2 AM, water main on Mill, routine water and sewer.

Sun 17, routine water and sewer.

Mon 18, broken water main on Third Street, broke water connection on one home had to use water from the neighbor.

Tues 19, repair water service and back fill, did water delivered shut off notices.

Wed 20, all boil water notices have been lifted, Hach did its quarterly calibration at the WTP, garbage pick up, some new vandalism at the Upper City Park, driving on the grounds, mowed Lower Cemetery, John Deere broke down, has to go into the shop.

Thurs 21 sewer samples, mowed Upper City Cemetery.

Fri 22, finish clean up Third Street, low level alarm at the Fairoaks lift station went out.

Sat 23 and Sun 24 routine water and sewer.

Mon 25, Holiday, routine water and sewer.

Tues 26, meter reading, one physical, gator is broke down, cant run it in tell into the shop, made arrangements on Monday or Tuesday of next week getting it in.

Wed 27, finish meters, rereads.

Thurs 28, mowed City grounds, clean in front City Hall.

Fri 29, locate 234 Prospect, water W/O reconnect 319 North Main, mowed Upper Park and clean restrooms.

Sat 30 and Sun 31 routine water and sewer.

Public Work Staff Report from April 23 through June 1, 2015

Thurs 23, did staff report, went into Dallas fuel for the City, paper work WTP, Budget items for staff.

Fri 24, meter rereading.

Sat 25, routine water and sewer.

Sun 26, routine water and sewer, went into Weyerhaeuser property, to get a new log for the City sign.

Mon 27, finish meters and rereads, help on hills project weed control.

Tues 28, weed control City Park and the reservoir,

Wed 29, weed control City Parks, staff meeting, Valsets Hights.

Thurs 30, weed control around meter boxes, mow City property, weed eat hill in ball field.

Fri 1, weed control wastewater filter and grounds, mowed City Lower Park and mill lot, called out leak on Montgomery, called locate in.

Sat 2, routine water and sewer.

Sun 3, routine water and sewer, vandalize upper park rest room, tore sink off of wall.

Mon 4, mowed City Cemeteries, delivered one shut off notices 310 Alan.

Tues 5, repair water service leak at 201 Montgomery, electrical problem with dump truck, Bill help us with this problem.

Wed 6, term hedges, at the Community Center, weed eat around head stones cemetery.

Thurs 7, took water and wastewater samples, mowed ball field, finish weed eating cemeteries and weed control, called out after hours, to Park Street , customer broke his service line, turn valve off, he made the repair.

Fri 8, City Ford Ranger broke down again took it up to Billy, hole in timing chain cover, Upper Park maintenance.

Sat 9, Sun 10 routine water and sewer.

Mon 11, did locate on Ellis and Fairoaks, mowed City grounds, went into Dallas, gas and supplies, called out after hours, water main brake Mill Street, restored water that evening.

Library Director's Report
May, 2015

Attendance totals for the Wagner Community Library May 2015 244; the breakdown is as follows: Adults 149 and Youth 95, regular hours. Volunteer hours logged = 12. Items catalogued, 14.

**Attention: Library Summer Hours**

| | |
|---|---|
| **Monday** | **Closed** |
| **Tuesday** | **11-7** |
| **Wed** | **1-5** |
| **Th** | **1-5** |
| **Fri** | **Closed** |
| **Sat** | **10-4** |

I have been involved in preparing for the Summer Reading registration and promoting the student library card program. The Wagner Library in cooperation with the HALO Program, hosted a work experience student for five weeks. That was a positive experience and the work priorities were tailored to accommodate the type of labor available. We took on the back storage room.

There is a VHS Movie and Cassette Book- on -Tape Sale slated for Saturday, June 6 from 11:00 a.m. to 1:00 p.m. The Willamina Public Library donated a quanity of said movies to the fray. Everything is priced to move at $.25. Drawings for sacks of videos will be highlighted. The May gardening exercise was tabled based on the restroom closures.

Elementary and Middle School students continue to make headway in constructing an ode to the Falls City Zip. This was a page taken from Miami Beach Students.

The Library Advisory Board will be addressing possible territory for the May 2016 Library Bond Issue. Additionally, the Advisory Board will be instrumental in updating the Wagner's web page. I have drafted three budget scenarios to accompany the Bond proposal and have been polling like sized libraries to access feasibility studies.

Respectfully submitted,

Cynthia Hovind