

Notice of Public Meeting City Council Meeting

AGENDA

CITY OF FALLS CITY, OREGON

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

Thursday May 10, 2018 6:00 p.m.

Posted on May 4, 2018

1.) Call to Order

A) Roll Call: _____ Mayor Jeremy Gordon _____ Dennis Sickles _____ Lori Jean Sickles _____
Jennifer Drill _____ Tony Meier _____ Charlie Flynn _____ Clifford Lauder _____

2.) Pledge of Allegiance

3.)

4.) Motion to Adopt the Entire Agenda

5.) Consent Agenda: Motion Action Approving Consent Agenda Items

- A. Approval of the Billspages 1-5
- B. Approval of April 12, 2018 Council Meeting Minutespages 6-18
- C. Approval of April 25, 2018 Special Council Meeting Minutes.....pages 19-20

6.) 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. Please supply 9 (nine) copies of the material brought to the meeting for distribution.

7.) New Business:

- A. Resolution 07-2018 CDBG Wastewater Grant Agreement.....pages 21-36
- B. Resolution 08-2018 COG agreement to admin CDBG grant.....pages 37-46
- C. City Manager Contractpages 47-54

8.) Correspondence, Comments, and Ex-Officio Reports

- A. Manager Report.....page 55
- B. Mayor Report
- C. Council Reports
 - Polk County Sheriff Garton's report.....page
 - Fire Department Monthly Report,
 - Public Works Department Monthly Report.....page 56
 - Library Monthly Report

8) Council Announcements

- A. May 24, 2018 Public Hearing on Library closure, 6:00 pm.
- B. Next regular Council Meeting June 14, 2018 6:00 pm.

9) Adjourn

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**City of Falls City
Find Report
April 12, 2018**

Date	Name	Memo	Account	Class	Amount
04/12/2018	CenturyLink	multiple phone bills April	Accounts Payable	20 WATER OPERATING FUND	-432.09
04/12/2018	CenturyLink	April	Telephone	01 GENERAL FUND:01.07 Fire Depart	71.47
04/12/2018	CenturyLink	multiple phone bills April	Telephone	01 GENERAL FUND:01.01 Administrat	174.92
04/12/2018	CenturyLink	multiple phone bills April	Telephone	01 GENERAL FUND:01.01 Administrat	185.70
04/12/2018	General Rental Center of Dallas	111791	Accounts Payable	20 WATER OPERATING FUND	-60.00
04/12/2018	General Rental Center of Dallas	111791, Rammer and gas	Equipment Rental		60.00
04/12/2018	Itemizer Observer	Public Works Position	Accounts Payable	01 GENERAL FUND:01.01 Administrat	-265.00
04/12/2018	Itemizer Observer	Public Works Position Posting	Professional Services		265.00
04/12/2018	L & L Equipment	03.31.2018	Accounts Payable		-79.85
04/12/2018	L & L Equipment	03.31.2018	Accounts Payable		-79.85
04/12/2018	L & L Equipment	mower maintenance	Equipment Maintenance/Repair	01 GENERAL FUND:01.03 Parks	79.85
04/12/2018	Les Schwab	21692373	Accounts Payable		-374.63
04/12/2018	Les Schwab	21692373: Santa Clara Engine Tires	Equipment Maintenance/Repair	01 GENERAL FUND:01.07 Fire Depart	374.63
04/12/2018	Mid Willamette Valley COG	1718300	Accounts Payable		-770.25
04/12/2018	Mid Willamette Valley COG	1718300, land use	Council of Governments Planning	01 GENERAL FUND:01.01 Administrat	770.25
04/12/2018	Petro Card	C301370	Accounts Payable		-101.35
04/12/2018	Petro Card	20% C301370	Vehicle Operation	11 STREET FUND	20.27
04/12/2018	Petro Card	20%	Vehicle Operation	13 SEWER FUND	20.27
04/12/2018	Petro Card	60%	Vehicle Operation	20 WATER OPERATING FUND	60.81
04/12/2018	Pitney Bowes	3305871883	Accounts Payable		-196.80
04/12/2018	Pitney Bowes	Postage 20%	Office Supplies	01 GENERAL FUND:01.01 Administrat	39.36
04/12/2018	Pitney Bowes	30%	Office Supplies	13 SEWER FUND	59.04
04/12/2018	Pitney Bowes	50%	Office Supplies	20 WATER OPERATING FUND	98.40
04/12/2018	Sharon Volk Greve	reimbursement	Accounts Payable		-445.32
04/12/2018	Sharon Volk Greve	Reimburse expense, supplies - fire hose	Maintenance Supplies	01 GENERAL FUND:01.07 Fire Depart	445.32
04/12/2018	Speer Hoyt LLC	INV: 44352	Accounts Payable		-1,102.00
04/12/2018	Speer Hoyt LLC	INV: 44352	Attorney/Special Council	01 GENERAL FUND:01.01 Administrat	1,102.00
04/12/2018	Terry Ungricht	March Expenses	Accounts Payable		-114.61
04/12/2018	Terry Ungricht	March Expenses	Travel/Meeting Expense	01 GENERAL FUND:01.01 Administrat	114.61

**City of Falls City
Find Report
April 12, 2018**

04/12/2018	Westech Engineering	23573	Accounts Payable			-1,500.00
04/12/2018	Westech Engineering	INF: 23573 Engineering Costs on Overlay Street Projects		11 STREET FUND		1,500.00
04/12/2018	Williamson & Aebi, LLP	March	Accounts Payable			-522.40
04/12/2018	Williamson & Aebi, LLP	35% March	Professional Services	01 GENERAL FUND:01.01 Administrat		182.84
04/12/2018	Williamson & Aebi, LLP	5%	Professional Services	01 GENERAL FUND:01.04 Municipal		26.12
04/12/2018	Williamson & Aebi, LLP	10%	Professional Services	11 STREET FUND		52.24
04/12/2018	Williamson & Aebi, LLP	15%	Professional Services	13 SEWER FUND		78.36
04/12/2018	Williamson & Aebi, LLP	35%	Professional Services	20 WATER OPERATING FUND		182.84
04/12/2018	Witset's Towing	Inv# 166877	Accounts Payable			-750.00
04/12/2018	Witset's Towing	Fire Engine Tow	Vehicle Maintenance/Repair	01 GENERAL FUND:01.07 Fire Depart		750.00
04/12/2018	Xerox Corporation	inv 092858253	Accounts Payable			-144.92
04/12/2018	Xerox Corporation	65% inv 092858253	Maintenance Supplies	01 GENERAL FUND:01.01 Administrat		94.20
04/12/2018	Xerox Corporation	35%	Maintenance Supplies	20 WATER OPERATING FUND		50.72

City of Falls City
Paid Bills Report
 As of April 17, 2018

	Date	Memo	Account	Class	Amount
Consumers Power Inc					
	04/17/2018	Account # 1155301	Accounts Payable		-282.25
	04/17/2018	April Power	Power/Heat	20 WATER OPERATING FUND	282.25
Total Consumers Power Inc					0.00
Custom Machining					
	04/17/2018	Inv 1071	Accounts Payable		-200.00
	04/17/2018	Inv 1071	Equipment Maintenance/Repair	11 STREET FUND	200.00
Total Custom Machining					0.00
DiamondBack Fire & Rescue					
	04/17/2018	Inv# 6022 Fire House Sub Grant	Accounts Payable		-14,245.00
	04/17/2018	Inv# 6022 Fire House Sub Grant	Grant Project	01 GENERAL FUND:01.07 Fire Departm	14,245.00
Total DiamondBack Fire & Rescue					0.00
Edge Analytical					
	04/17/2018	sewer 18-11403, water , 18-11368, 1811	Accounts Payable		-220.00
	04/17/2018	18-11403	Lab Analysis Services	13 SEWER FUND	171.00
	04/17/2018	18-11368, 18111369	Lab Analysis Services	20 WATER OPERATING FUND	49.00
Total Edge Analytical					0.00
Itemizer Observer					
	04/17/2018	Invoice 27820 & 27818, Budget notices	Accounts Payable		-223.11
	04/17/2018	Invoice 27820 & 27818 Budget Notices 1	Professional Services	01 GENERAL FUND:01.01 Administrative	223.11
Total Itemizer Observer					0.00
Pacific Power					
	04/17/2018	multiple accounts, 21091561-006 2	Accounts Payable		-2,252.51
	04/17/2018	April	Power/Heat	01 GENERAL FUND:01.07 Fire Departm	827.40
	04/17/2018	multiple accounts, 21091561-006 2	Power/Heat	01 GENERAL FUND:01.01 Administrative	180.33
	04/17/2018	multiple accounts, 21091561-006 2	Power/Heat	01 GENERAL FUND:01.03 Parks	166.35
	04/17/2018	multiple accounts, 21091561-006 2	Power/Heat	13 SEWER FUND	380.12
	04/17/2018	multiple accounts, 21091561-006 2	Street Lights	11 STREET FUND	640.11
	04/17/2018	multiple accounts, 21091561-006 2	Power/Heat	20 WATER OPERATING FUND	58.20
Total Pacific Power					0.00
Richard P Evans					
	04/17/2018	inv. 6872, 93 tests	Accounts Payable		-1,860.00
	04/17/2018	inv. 6872, 93 tests	Backflow Tests	20 WATER OPERATING FUND	1,860.00
Total Richard P Evans					0.00
Sharon Volk Grene					
	04/17/2018	reimbursement	Accounts Payable		-97.44
	04/17/2018	Reimburse expense, supplies - fire hose, Maintenance Supplies		01 GENERAL FUND:01.07 Fire Departm	97.44
Total Sharon Volk Grene					0.00
US Bank Visa					
	04/17/2018	Account Number: 4798 5312 1498 1146	Accounts Payable		-247.60
	04/17/2018	Cert. Mail	Postage & Freight	01 GENERAL FUND:01.04 Municipal Co	5.80
	04/17/2018	Office	Office Supplies	01 GENERAL FUND:01.01 Administrative	136.43
	04/17/2018	Truck title	Office Supplies	01 GENERAL FUND:01.07 Fire Departm	90.00
	04/17/2018	supplies	Office Supplies	20 WATER OPERATING FUND	15.37
Total US Bank Visa					0.00
Active 911, Inc					
	04/28/2018	Purchase Order 14104	Accounts Payable		-235.00
	04/28/2018	Active 911 service	Professional Services	01 GENERAL FUND:01.07 Fire Departm	235.00
Total Active 911, Inc					0.00
City of Dallas					
	04/28/2018	INV#02524	Accounts Payable		-300.00

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**City of Falls City
Paid Bills Report
As of April 17, 2018**

	<u>Date</u>	<u>Memo</u>	<u>Account</u>	<u>Class</u>	<u>Amount</u>
Total City of Dallas	04/28/2018	INV#02524 Street Sweeping April 2018	Streets Maintenance/Repair	11 STREET FUND	300.00
					0.00
De Lage Landen Public Finance					
	04/28/2018	contract 100-10136065, Inv 58899102	Accounts Payable	11 STREET FUND	-6,168.99
	04/28/2018	2nd of 4 lease payments on PW pickup	Equipment		6,168.99
					0.00
Total De Lage Landen Public Finance					
Falls City School District #57					
	04/28/2018	inv# 1718006	Accounts Payable	71 WAGNER RES. LIBRARY FUND 80%	-6,494.05
	04/28/2018	2/1/18 to 3-31-18 Library costs	Professional Services		6,494.05
					0.00
Total Falls City School District #57					
Hacht Company					
	04/28/2018	10928151	Accounts Payable	20 WATER OPERATING FUND	-355.27
	04/28/2018	10928151, Chlorine card cl-17	System Maintenance/Repair		355.27
					0.00
Total Hacht Company					
Itemizer Observer					
	04/28/2018	27841	Accounts Payable	01 GENERAL FUND:01.01 Administrative	-55.24
	04/28/2018	inv 27841, Public Hearing notice for Libr. Professional Services			55.24
					0.00
Total Itemizer Observer					
Myers Towing					
	04/28/2018	INV# 11073 (re-issued did not receive ck	Accounts Payable	01 GENERAL FUND:01.07 Fire Departm	-280.00
	04/28/2018	INV# 11073 (re-issued did not receive ck	Vehicle Maintenance/Repair		280.00
					0.00
Total Myers Towing					
Petro Card					
	04/28/2018	C306574	Accounts Payable	11 STREET FUND	-180.46
	04/28/2018	20% C306574	Vehicle Operation		36.09
	04/28/2018	20%	Vehicle Operation	13 SEWER FUND	36.09
	04/28/2018	60%	Vehicle Operation	20 WATER OPERATING FUND	108.28
					0.00
Total Petro Card					
Pitney Bowes					
	04/28/2018	8000-9000-0969-9830	Accounts Payable	01 GENERAL FUND:01.01 Administrative	-103.41
	04/28/2018	Postage 20%	Office Supplies		20.68
	04/28/2018	30%	Office Supplies	13 SEWER FUND	31.02
	04/28/2018	50%	Office Supplies	20 WATER OPERATING FUND	51.71
					0.00
Total Pitney Bowes					
Polk Community Development Corporation					
	04/28/2018	Loan 00079011	Accounts Payable	01 GENERAL FUND:01.09 Other/Debt	-2,518.63
	04/28/2018	Loan 00079011	Revolving Loan Repayment		2,518.63
					0.00
Total Polk Community Development Corporation					
Surplus Cashier					
	04/28/2018	ARK43494 and ARK 43506	Accounts Payable	01 GENERAL FUND:01.07 Fire Departm	-120.00
	04/28/2018	First Aid Supplies, ARK43494 and ARK 4	Medical Supplies		120.00
					0.00
Total Surplus Cashier					
Terry Ungricht					
	04/28/2018	April Expenses	Accounts Payable	01 GENERAL FUND:01.01 Administrative	-646.29
	04/28/2018	April Expenses	Travel/Meeting Expense		646.29
					0.00
Total Terry Ungricht					
Xerox Financial Services					
	04/28/2018	inv 1141022	Accounts Payable	01 GENERAL FUND:01.01 Administrative	-180.75
	04/28/2018	lease February 65%, inv 1141022	Copier Lease/Maintenance		117.49
	04/28/2018	lease 10%	Copier Lease/Maintenance	11 STREET FUND	18.08
	04/28/2018	lease 10%	Copier Lease/Maintenance	13 SEWER FUND	18.07

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City of Falls City
Paid Bills Report
 As of April 17, 2018

Total Xerox Financial Services
TOTAL

Date	Memo	Account	Class	Amount
04/28/2018	lease 15%	Copier Lease/Maintenance	20 WATER OPERATING FUND	27.11
				0.00
				<u>0.00</u>

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City of Falls City
City Council Regular Meeting Minutes
April 12, 2018 6:00 PM
Meeting Location: 320 N Main Street, Falls City, Oregon 97344

Council Present: Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

Staff Present: Terry Ungricht, Interim City Manager; JoHanna Birr, City Clerk

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

A. Roll Call

Clerk Birr took roll call. Lori Jean Sickles was absent.

B. Pledge of Allegiance

Mayor Gordon led the pledge.

C. Motion to adopt the entire Agenda

A motion was made by Councilor Meier and seconded by Councilor D. Sickles to adopt the entire agenda. Motion carried 5-0-0. Ayes: Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

D. Consent Agenda

A motion was made by Councilor Drill and seconded by Councilor Lauder to adopt the Consent Agenda with the addition of item G; Blink Exclusive Electric Vehicle Charging Services Agreement (Exhibit A) Motion carried 5-0-0. Ayes: Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

E. Public Comments

Jill Anzalone of Falls City and Park and Recreation Committee member advocated for permanent restrooms at the Michael Harding Park. She said ADA bathrooms provide intangible benefits to successful communities. She asked that cleaning the bathrooms be made into a paid position. While it is too apply for a recent grant, she will pursue the issue. Councilor Lauder pointed out there is no such thing as a pre-fabricated building and that \$120,000 is over-priced for a 10 x 20 ft. building. Councilor Drill spoke with Bob Young, a local contractor and he agreed to the idea of pursuing the issue but that it could be done much cheaper. Councilor Drill encouraged Ms. Anzalone not to give up the vision.

F. New Business

A. Ordinance 552-2018 New Address of 334 Montgomery- 2nd Reading

A motion was made by Councilor Flynn and seconded by Councilor D. Sickles that the City of Falls City read for the second time by title only, ORDINANCE 552-2018, AN ORDINANCE ASSIGNING AN ADDRESS NUMBER FOR A RESIDENTIAL STRUCTURE; AND DECLARING AN EMERGENCY. Motion carried 5-0-0. Ayes: Jennifer Drill, Tony Meier, Cliff Lauder, Charlie Flynn

B. Committee Appointments

A motion was made by Councilor Drill and seconded by Councilor Flynn that Council grant its consent to appoint Lori Jean Sickles, Dennis Sickles and Jill Anzalone to the Parks and Recreation committee and Mayor Gordon to the Public Works Committee. Motion carried 5-0-0. Ayes: Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

C. Library Closure Update

Due to required legal procedures, meeting cannot be scheduled during regular Council meetings. Public meetings are scheduled for May 24 and August 23, 2018. Councilor D. Sickles would like to conduct more business at these meetings.

D. Budget Update

Measurements revealed the current sand filter is good for another 10 years. The Supplemental Budget meeting will be held 4/19/2018 at 6:30 pm followed by the regular Budget Meeting at 7:00 pm. Mayor Gordon thanked citizens for being involved with the Budget Committee.

E. City Manager Hiring Process

Due to networking, the effort to spend little to no money for recruiting manager candidates was successful. Informal informational interviews were held with three candidates. City Manager Ungricht prefers this approach as it gives candidates a better feel for the city and allows them to ask questions. As part of our dues with COG, Sean will guide us through the process. Interviews may be held in open session vs executive, as the position was not officially posted. Veteran preference points may apply, 5 points for regular and 10 points for disabled. Council set a formal interview date of April 25 at 5:00 pm with an alternate date of April 23 at 7:30 pm. Council will score applicants, apply veteran preference points where applicable and Mayor Gordon will execute the contract with the chosen candidate.

F. Resolution 06-2018 Supervising Physician Contract- Russell McUne

A motion was made by Councilor Meier and seconded by Councilor Drill to resolve Resolution 06-2018, A RESOLUTION OF THE CITY OF FALLS CITY, OREGON AUTHORIZING SUPERVISING PHYSICIAN SERVICES. Motion carried 5-0-1. Ayes: Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

G. Blink Exclusive Electric Vehicle Charging Services Agreement

The electric charging stations were installed at City Hall through a grant. Blink has been taken over by another company who will service the stations. Mike McConnell took initiative to contact the current company for repairs. They will service the stations free of charge and while the City will pay for electricity, we will receive 20% of user payments. There is a website available to monitor usage and we will be updated on the locations map. (Exhibit A)

A motion was made by Councilor D. Sickles and seconded by Councilor Drill that the Mayor may sign the contract contingent upon the City Attorney's approval. Motion carried 5-0-0. Ayes: Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

H. Correspondence, Comments and Ex-Officio Reports

A. Managers' Report

The CDBG for our wastewater project is being handled by COG and they have delegated areas of responsibility. The USDA and CDBG would like a few revisions added to the project proposal in order to ensure qualification for funding at the next stage. A lead engineer must be appointed. City Manager Ungricht would argue in favor of our City Engineer, as he is familiar with the project.

A motion was made by Councilor Lauder and seconded by Councilor D. Sickles to appoint our City Engineer, as Lead Engineer on the wastewater project. Motion carried 5-0-0. Ayes: Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

Mr. Ungricht was approached by Brenda Hendrickson regarding the summer lunch program and use of the community center. Last year's contract worked very well. Council agreed to the use of the community center for the summer of 2018 under the same guidelines in the contract.

B. Mayor's Report

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The Dr.'s Office landscaping is coming along nicely. The school has donated time and workforce through a grant. Mayor Gordon wants a serious long-term plan for the building.

Public Works interviews went well. There is a preferred candidate. Don Poe will write procedures and train the new employee. As far as employees, 2.5-3 are needed in Public Works and 2-2.5 in the office. Corky Wagner will be off payroll this month. Councilor D. Sickles feels a gift certificate or certificate of recognition and a send-off party would be appropriate to show our appreciation for his longtime employment with the City of Falls City.

I. Council Announcements

Councilor D. Sickles said the Easter egg Hunt went well with a large turnout. He reminded everyone to vote May 15' 2018 on the levy ballot and to finish ethics reporting. This may be done via telephone. Individuals can be fined if not completed.

Councilor Drill asked how the park host was working and if it has cut down on vandalism. Don Poe responded Wayne Scott is doing great. Mr. Scott has reported no vandalism and he is opening and closing the gate for the school bus.

Councilor Drill asked if the City could produce flyers for advertising the Fire levy. While the City cannot advocate for the levy, citizens may create flyers and promote the levy. It was suggested Councilor Drill speak to Mayor Gordon.

Sheriff's Report

Sheriff Garton reported virtually no changes in law enforcement for Falls City. Falls City had 70 calls last month with 6 resulting in arrests. Countywide there were a total of 2,200 calls, 500 911 calls, 554 traffic calls and 306 bookings (250 is normal). There were also 100 taken into custody by the Sheriff's patrol and 37 by the Dallas Police Department.

The Sheriff's Department now has a contract with the US Marshall's which resulted in 34 custodies. He also reported one life saved with the use of NARCAN, which immediately reverses the effects of an opioid overdose. Each deputy carries two doses. A second dose may be administered if the first fails to correct the overdose. The cost is inexpensive at \$30.00 each.

Sheriff Garton inquired if Falls City Fire Department carried NARCAN. Falls City Fire Department is equipped with and trained in the use of NARCAN. Sheriff Garton added there would be law enforcement shortages across Oregon and the entire country due to projected retirements. The Polk County Sheriff's Department employees are all relatively new and will not be an issue.

J. Adjourn

Upcoming meetings- Budget Committee meeting Thursday, April 19, Regular Council meeting Thursday, May 10, Interviews for City Manager April Wednesday, April 25 and the Library Closure Public Hearing Thursday, May 24, 2018.

The meeting adjourned at 6:56 pm.

_____ Mayor, Jeremy Gordon

Attested: _____ City Clerk, JoHanna Birr



Terry Ungricht

From: Ted Manser <TManser@BlinkCharging.com>
Sent: Tuesday, April 10, 2018 12:00 PM
To: dunedudemike@gmail.com; manager@fallscityoregon.gov
Cc: Ted Manser
Subject: Blink service and ownership options for City of Falls City OPP-14500
Attachments: city of Fall City OR_EV Project MLA fully exec_9-19-2012.pdf; City of Falls City OR OPP14500 Blink Partner Agreement 20 Rev Share 20180305TM.pdf

Importance: High

Hello Mike,

Thank you for your time on the phone. As we discussed, the Blink Electric Vehicle ("EV") charging stations installed at your property were previously associated with an agreement executed with ECOTality, which has since concluded. Based on that agreement, you (the Host) now own the Blink EV charging stations that are not under a current service or networking agreement. Much like your cell phone, each Blink EV charging station requires network connectivity via an annual pre-paid service plan in order to provide real-time station information to drivers, payment processing, monitoring of the stations, remote troubleshooting of issues, and updated station software.

You had mentioned that the City does not want to expend any out of pocket funds so I am providing you the Blink Partnership agreement for your review.

Blink Ownership and Service – Blink Network, LLC will take over ownership and service the Blink charging stations at no cost to the property, which includes setting fees, maintaining / providing replacement equipment, customer support, and will remit 20% of the net revenue generated less an \$18 per-month per-charger network fee and 8% transaction fees. You will be responsible for payment of all electricity charges. If you are interested in this option, please complete sections 34 and 35, sign and return the attached document titled, "Blink Owned Partner Agreement". Service under this model is provided by Blink Network, LLC who supplies parts and coordinate scheduled repairs. **There is no service or network invoice to your organization.**

Below is a list with the most current information regarding your 2 Blink electric vehicle charging stations:

Product	Serial #	Install Date	Location	Address	City	ST
Blink L2 Pedestal EVSE 40"	205082 Needs Service	12/31/2012	City of Falls City	299 Mill St.	Falls City	OR
Blink L2 Pedestal EVSE 60"	216233	12/31/2012	City of Falls City	299 Mill St.	Falls City	OR

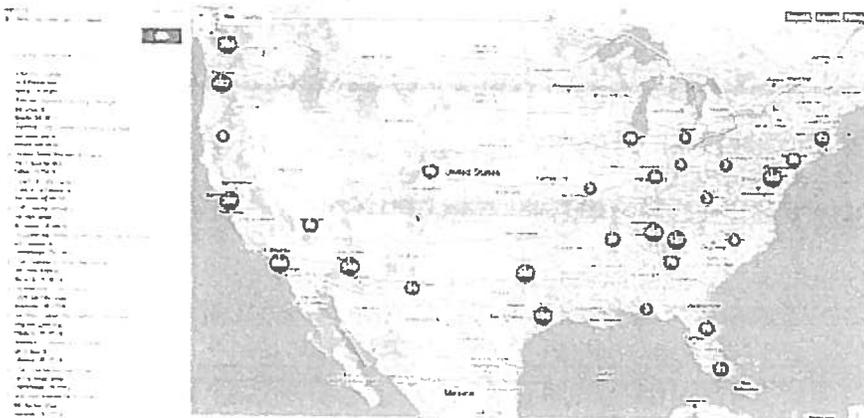
Attached, please find:

1. Original ECOTality Agreement
2. Blink Owned Partner Agreement

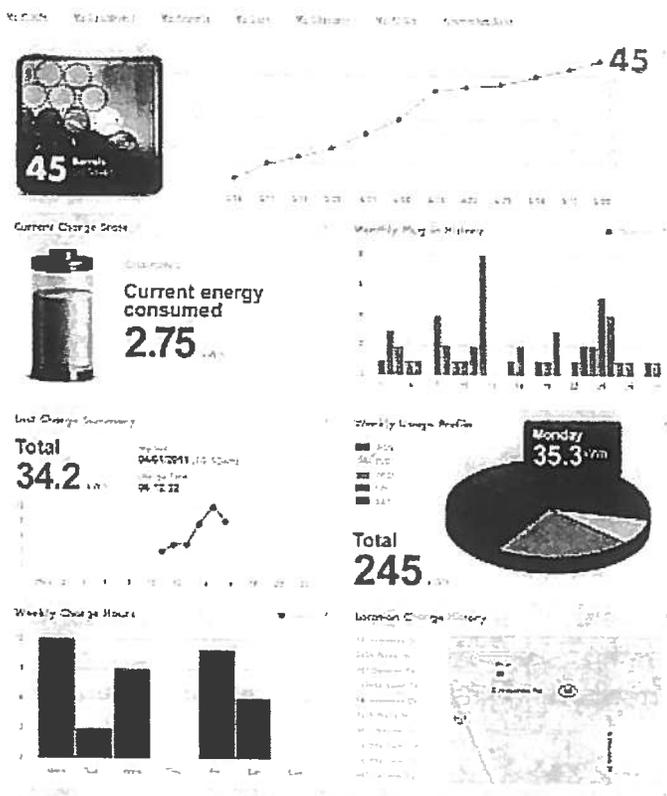
Blink Network benefits include:

- Easy online map locator for EV drivers to find Blink charging stations on iPhone, Android, and internet connected devices

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- Real-time access to reports indicating charging station use, revenue generated, and environmental benefits



- Blink Network Customer Support - If EV drivers have questions, want to start a charge with a credit card, or if the Blink EV unit needs service, Blink Customer Support is available from 8am – 2am EST by calling **888-998-2546** or emailing support@blinknetwork.com directly for assistance.
- Reservations and driver notifications
- With free Blink Membership, EV drivers enjoy discounts on Blink’s standard charging fees

You can view the Blink rates and membership FAQ’s by visiting:
<http://www.blinknetwork.com/membership-faqs.html>

You can setup a free Blink membership account by vising:
<https://www.blinknetwork.com/membership.html#page=1>

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I look forward to answering any questions that may arise regarding the ownership options.

Would you like to set a call to discuss?

Ted Manser

Grants Manager

blink

P: (305) 521-0200 x223

F: (305) 521-0201

TManser@BlinkCharging.com

www.BlinkCharging.com

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EXCLUSIVE ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT

This Exclusive Electric Vehicle Charging Services Agreement ("Agreement") is made between Blink Network, LLC, an Arizona limited liability company with offices at PO Box 1116, Dania, Florida 33004 ("Provider") and The City of Falls City, a Oregon Municipal Corporation with offices at 299 Mill Stree Falls City, OR 97344 ("Client") for and in consideration of the covenants, terms, conditions and agreements contained in this Agreement relating to the electric vehicle charging equipment (the "Equipment") located and/or to be located within the real property owned, leased and/or managed by Client at the property address(es) listed on Schedule I, attached hereto and incorporated herein, and/or which may be added to this Agreement from time to time, and which real property shall be collectively referred to herein as the "Property." The parties hereby mutually agree and covenant for the Term of this Agreement and any renewals and/or extensions hereof, as follows.

1. **Services.** Pursuant to the terms and conditions set forth herein, Provider, its approved subcontractors, affiliates, and/or agents will service and operate the Equipment at the location(s) within the Property specifically designated for electric vehicle charging by Client and set forth and/or depicted by diagrams on annexed Schedule I (as it may be updated from time to time throughout the Term of this Agreement) (collectively, hereinafter the "Designated Areas").

2. **Term of Agreement/Renewal/Removal of Equipment.**

2.1 **Term.** The term of this Agreement shall be for a period of seven (7) commencing upon the installation date of the Equipment, as agreed upon by Client and Provider in the Installation Acknowledgment Form, to be supplied by Provider (the "Initial Term") and ending at 11:59 p.m. on the seventh (7th) anniversary of such date (the "Initial Term").

2.2 **Renewal.** This Agreement shall automatically renew for two additional five (5) year renewal terms (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless provider provides written notice of its intent to terminate prior to the expiration of the Term or any applicable renewal term.

2.3 At the expiration of the second Renewal Term, if Client has not advised Provider of its intent to terminate or renew this Agreement for Provider's services at the Property, this Agreement shall continue on a month-to-month basis subject to the terms herein. The Initial Term, any Renewal Term and any month-to-month extension hereof shall collectively be referred to herein as the "Term" or "Agreement Term".

2.4 **Removal of Equipment.** Provider shall have the right, but not the obligation, upon the termination of this Agreement, to enter upon the Property within sixty (60) days after such termination and to remove any and all Equipment (which all right, title and interest in said Equipment shall at all times during the term of this Agreement, be deemed property of Provider) as well as any other ancillary property of Provider relating thereto. Provider shall repair any damage caused from such removal at its sole cost and expense and Provider shall coordinate removal of Equipment with Client.

3. **Maintenance of Equipment and the Surrounding Property.**

3.1 Client shall pay all installation costs of the Equipment, including without limitation, related labor and infrastructure costs. In the event additional Equipment is installed on the Property, the parties shall execute an Installation Date Acknowledgment establishing the Initial Term for such additional Equipment. Notwithstanding any provisions to the contrary herein and subject to the approval by Client, Provider shall be solely responsible for determining the need for installation of additional Equipment on the Property based on usage and operational load. If provider and Client mutually agree to install additional equipment, Client or its agent(s) shall perform all installations and work in such a way as to minimize interference with operation of the Property. Provider reserves the right to assess the profitability and need for additional Equipment at the Property on a yearly basis.

3.2 Provider further agrees that it shall maintain and replace the Equipment as necessary to keep the Equipment in proper working order. During the Term of this Agreement, Provider, its employees, agents, and vendors may enter upon the Property at any time (and to the extent possible, with notice to Client or its designated property manager), for purposes of installing, inspecting, servicing, and maintaining the Equipment. Client agrees that it shall not interfere, or cause its employees or agents to interfere with Provider in conjunction with the installation, service, maintenance, removal of, or data collection from the Equipment or in any way otherwise interfere with Provider's responsibilities under this Agreement.

3.3 Provider agrees to make available technical service support personnel to promptly service the Equipment in a commercially reasonable manner. In the event Client knows of or becomes aware of any actual or potential claim against the Provider by any person or entity, or any actual or potential malfunction with the Equipment, Client shall notify Provider promptly upon discovery of such claim or malfunction. Provider shall ensure the Equipment is clearly marked with the following information for users: Provider's or a designated contact party's information for complaints, notification and service issues and a statement that Provider is fully responsible for all service issues, including damage or loss to vehicles or improper charging.

3.4 Client agrees, at its own expense and at all times during the Agreement Term, to keep public areas, streets and sidewalks appurtenant to any Designated Areas, reasonably free of debris and rubbish and in good repair and condition. In addition, Client shall provide and maintain, in compliance with any applicable codes and statutes, such outdoor lights and lighting as may be necessary to illuminate the Designated Areas and Equipment.

3.5 Provider shall have the right to install the following signage, or signage similar to the following (and in accordance with local jurisdictional rules) in the Designated Area(s) and on the Property:



(Actual Size: 12" x 18")

Provider shall pay all costs and expenses associated with the creation, installation, and maintenance of such signage.

4. **Revenue**

4.1 **Revenue Payment.** Provider shall remit to Client twenty percent (20%) of the Net Revenues generated by the Equipment (the "**Revenue Payment**"). "**Net Revenues**" are defined as the gross revenues generated from the Equipment by electric vehicle charging fees and advertising, minus: (i) any and all taxes paid by Provider, (ii) transaction fees of eight percent (8%) of gross revenues, and (iii) \$18.00 per month, per station in network/connectivity fees related to the operation of the Equipment ((i), (ii), and (iii) being referred to hereinafter as the "**Service Fees**"). In the event the aggregate gross revenues from all the Equipment subject to this Agreement are insufficient to cover the aggregate Service Fees incurred in a given month, such unpaid Service Fees will accrue to the following month.

4.2 The Revenue Payment shall be issued by Provider to Client on or before the fifteenth (15th) day of each month subsequent to the applicable monthly revenue period. Each payment will be accompanied by an activity report which will detail the number of transactions, the gross revenue received by Provider for the prior month from all sources and any charges incurred by Provider. Client shall have no claim for any additional payments beyond the Revenue Payment made hereunder. The foregoing notwithstanding, no Revenue Payment shall be sent to Client unless and until either (i) the aggregate amount due to Client exceeds \$25.00 or (ii) it is January 15th and there are unpaid Revenue Payments due to Client as of December 31st of the previous year.

4.3 **Session Limits.** Client agrees that Provider shall be solely responsible for managing issues relating to session time limits, advertising fees or other charges relating to use of the Equipment by any party.

4.4 **Collection of Revenue.** Provider will determine usage fees and arrange for and supervise the collection of all revenue generated by the Equipment.

4.5 **Electricity Charges.** Client shall be responsible for all electric charges applicable to the Equipment.

5. **Equipment Upgrade.** Client hereby acknowledges that notwithstanding anything to the contrary herein, at any time during the Term of this Agreement, Provider may upgrade any Equipment within the Designated Areas. Provider shall be solely responsible for any costs associated with such upgrade.

6. **Relocation.** Client hereby acknowledges that notwithstanding anything to the contrary herein, at any time during the Term of this Agreement, Provider may, upon written notice to Client, whose consent may not be unreasonably withheld, relocate or remove Equipment to the extent that a specific location within the Designated Areas is not performing to Provider's specifications. Provider shall be solely responsible for any costs associated with the relocation or removal of any Equipment. In the event Client or a third party determines relocation of the Equipment is necessary, as between Provider and Client, Client shall be solely responsible for all associated costs of the removal and relocation.

7. **Indemnification.**

7.1 Client shall indemnify Provider and hold it harmless from and against any and all claims, actions, damages, liabilities and expenses incurred in connection with loss of life, personal injury, and/or damage to property arising directly out the negligence or misconduct of Client, its affiliated, invitees, agents, employees or servants, including costs and reasonable attorneys' fees incurred as a result thereof or in enforcement of this section.

7.2 Provider shall indemnify Client and hold it harmless from and against any and all claims, actions, damages, liabilities and expenses incurred in connection with loss of life, personal injury, and or damage to property arising directly out the negligence or misconduct of Provider, its agents, employees or servants including costs and reasonable attorneys' fees incurred as a result thereof or in enforcement of this section.

7.3 Provider's aggregate liability under this Agreement shall not exceed the aggregate revenues retained by Provider after the payment of the Revenue Payment and all Service Fees in the calendar year prior to the event giving rise to a claim. Regardless of whether any remedy set forth herein fails in its essential purpose or otherwise, in no event will the provider, its affiliates, or other authorized representatives be liable for any lost revenue or profit, lost or damaged data, business interruption, loss of capital, or for special, indirect, consequential, incidental or punitive damages, however caused and regardless of the theory of liability or whether arising out of the use equipment, this agreement or otherwise or based on any expressed, implied or claimed warranties not specifically set forth in this agreement and even if Provider, its affiliates, or other authorized representatives have been advised of the possibility of such damages. Because some states or jurisdiction do not allow limitation or exclusion of consequential or incidental damages, the above limitation may not apply to all clients.

7.4 The foregoing states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party with respect to any claim described in this Section.

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8. **Exclusive Right/Option/Reimbursement.**

8.1 Client agrees that it will not contract with any entity other than Provider to install, maintain, service or operate any electric vehicle charging equipment during the Term of this Agreement. Therefore, at any time during the Term of this Agreement, should it be determined that additional Designated Areas be created for electric vehicle charging equipment, either on the Property or at another Client-owned/leased/managed location, Provider shall have the exclusive right to provide, operate, and service the Equipment at said location. Client shall pay all installation costs in accordance with Section 3.1. Schedule I shall be updated to reflect each additional Property and/or Designated Area added during the Term of this Agreement and the amended schedule(s) shall be acknowledged by the parties to reflect such additions. The determination of the appropriate ratio of Equipment in a Designated Area under this Agreement shall be in the exclusive determination of Provider.

8.2 Upon termination of this Agreement, Provider shall have an exclusive right of first refusal to match the terms of any proposal by another vendor/company to supply Equipment or any other electric vehicle charging facilities or services provided by Provider for the Property, including any future properties added to the scope of this Agreement by amendment, addenda or other writing between the parties.

8.3 In the event Client elects not to renew this Agreement for any reason and, within two (2) years of such termination of this Agreement, utilizes electric vehicle charging infrastructure at the Property itself, through an affiliate, parent or subsidiary or through another vendor/company without granting Provider a right of first refusal to provide the electric vehicle charging infrastructure and such services (either in breach of its obligations under this Section or because the right of first refusal was not triggered), Provider shall be entitled to, in conjunction with other relief afforded to it hereunder including pecuniary damages and lost profits, enforce the right of first refusal or, if such enforcement is inapplicable, receive from Client within (30) calendar days of such discovery, reimbursement in full for any and all costs and disbursements Provider may have incurred in connection with the supply of the electric vehicle charging equipment.

9. **Licenses/Permits.** Client agrees that it shall obtain any and all necessary licenses and/or permits for the installation and operation of the Equipment, and shall be solely and exclusively responsible for any citations as a result of any default hereunder.

10. **Default.** No party shall commit or allow to continue any breach of this Agreement, which shall not have been cured within sixty (60) days after receipt of written notice from the non-breaching party specifying the breach; provided, however that if the breach cannot be cured within sixty (60) days, the breaching party shall not be in default if, within such sixty (60) day period, it shall have commenced to cure said breach and shall continue its efforts with due diligence. Upon the occurrence of a default and a failure to cure within the allotted cure period, the non-breaching party shall have the right to either (i) terminate this Agreement, whereupon, neither party shall have any further rights, obligations or liabilities hereunder, except as otherwise expressly provided herein or (ii) continue this Agreement in full force and effect, notwithstanding the occurrence of such default.

11. **Injunctive Relief.** The Parties recognize that the obligations under this Agreement are special, unique and of extraordinary character and the parties acknowledges the difficulty in forecasting damages arising from the breach of any of the obligations or restrictive covenants (including those contained in Paragraph 8) and that the non-breaching may be irreparably harmed thereby. Therefore, the parties agree that the non-breaching party shall be entitled to elect to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity, including the recovery of damages from the non-breaching party's agents or affiliates involved in such breach. In such action, the non-breaching party shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

12. **Binding.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement shall not be binding or enforceable against Provider unless and until it is countersigned by Provider after receipt of an executed copy from Client. This Agreement may be assigned by Provider to a parent, a wholly-owned subsidiary, an affiliate, any entity with which it might merge, or to any successor-in-interest without notice to Client.

13. **Governing Law, Jurisdiction, Venue and Waiver of Jury Trial.** This Agreement shall be governed by the laws of the State of Florida, without regard to conflict of laws. Any suit involving any dispute or matter arising under this Agreement may only be brought in State or Federal Court of Miami-Dade County, Florida which shall have jurisdiction over the subject matter of the dispute or matter. Provider and Client irrevocably waive any objection that they now have or hereafter may have to the laying of venue of any suit, action or proceeding brought in any such court and further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT OR INSTRUMENT DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

14. **Ownership of Equipment.** The parties expressly acknowledge that some or all of the Equipment may have been financed through the ChargePoint[®] America program, the EV Project, the American Recovery and Reinvestment Act, or another grant-based program. The parties further expressly acknowledge and understand that, as between Client and Provider and regardless of whether or not such Equipment was sponsored through a grant program or otherwise financed, all right, title and interest in and to the Equipment shall at all times be and remain the property of Provider.

15. **Notices:** Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent via recognized overnight courier service to the addresses listed above.

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16. **Insurance.** At all times during the term of this Agreement, Provider shall keep and maintain, insurance as may be required by law or may be necessary to protect Provider, Client and the Equipment from claims of any person who may perform work, service, maintenance and/or may otherwise utilize the Equipment (as may be reasonably determined by Provider). Provider shall further procure and maintain, at its own cost and expense and at all times during the Agreement term, comprehensive general public liability insurance. Upon request, Provider shall furnish to Client a certificate of insurance evidencing such insurance is in full force and effect.
17. **Promotional Assistance.** Client agrees to place a link on a website maintained by it to [www.electricvehicles.com](#) and/or [www.evchargers.com](#) for users to reach Provider and/or learn more information about Provider's electric vehicle chargers. Provider may place a link on its website to inform users of Client's location.
18. **Attorneys' Fees.** In the event of any dispute hereunder, each party shall be responsible for all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all attorneys' fees on both trial and appellate levels.
19. **Relationship of the Parties.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.
20. **Force Majeure.** If Provider shall be delayed in or prevented from the performance of any act required under this Agreement by reason of any strike, lockout, labor trouble, inability to procure materials or energy, failure of power, weather, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war or other unavoidable reason of a like nature not attributable to the negligence or fault of Provider, the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.
21. **Condemnation.** If any of the Designated Areas shall be taken for public or quasi-public use by any public or quasi-public authority under the power of eminent domain, upon notice from Provider, Client shall provide another Designated Area for the Equipment and all costs shall be paid in accordance with Section 6.
22. **Estoppel Certificate.** At any time and from time to time, Client agrees upon request in writing from Provider to execute, acknowledge and deliver to Provider a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified) and the dates to which the revenue share has been paid.
23. **Exhibits and Schedules.** All exhibits and schedules attached to this Agreement and referred to herein are hereby incorporated by reference as if fully set forth herein. Any exhibit not annexed hereto may be attached subsequent to the Effective Date hereof and which shall thereafter be incorporated by reference herein.
24. **Proprietary Data.** Client, by executing this Agreement, specifically acknowledges and agrees that Provider owns all right, title and interest in any records, files and/or data collected or produced by the Equipment on the Property, as well as any and all environmental (or similar) credits generated by the use or disbursement of electricity by the Equipment (the "Proprietary Data") and same shall be deemed the proprietary and exclusive property of Provider. Provider shall allow Client access to such Proprietary Data during the term of this Agreement solely for its own internal purposes, subject to the aforesaid ownership interests of Provider with such access by Client concluded immediately upon termination or expiration of this Agreement. Client may not disclose any such Proprietary Data to any person, firm, corporation, association or other third party entity for any reason or purpose whatsoever without the prior written consent of an authorized representative of Provider, *provided however*, that nothing herein shall be interpreted as preventing Client from using the Proprietary Data for use in verifying the accuracy of the Revenue Payment made by Provider hereunder. In the event Client elects to inspect such records required to verify such accuracy, Client shall only have access to records, files and/or data relating to Client's Property and Equipment.
25. **No Third-Party Rights.** Nothing contained in this Agreement, whether expressed or implied, is intended to give or shall be construed as giving anyone other than Provider and the named Client and each of their successors or assigns any rights under this Agreement and no third party shall have any right or claim against either party or be entitled to enforce any provisions hereunder against any party hereto.
26. **Headings.** The headings in this Agreement are used for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.
27. **Final Agreement.** This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.
28. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, this Agreement, including all of the remaining terms and provisions, shall remain in full force and effect and the invalid provision shall be replaced by with a valid and enforceable provision that most closely effects the intent of the invalid provision.
29. **Press Releases/Public Filings.** Client acknowledges that Provider and/or its parent may publish information relating to this Agreement in any manner necessary to fulfill any regulatory responsibilities under the Securities Exchange Act of 1934 or other applicable law. Client further agrees that information concerning this Agreement may be released as a press release by Provider and/or its parent, but will be released in good faith coordination with Client. Client agrees that Provider may use Client's name and logo as a customer in its marketing materials.

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30. **Confidentiality.** Client acknowledges that trade secrets, Proprietary Data, legitimate business interests, and all terms and conditions of this Agreement, including, but not limited to, the Revenue Payment and shall be deemed confidential (the "Confidential Information") and may not be disclosed to third-parties during the Agreement Term or for a period of two (2) years following termination of this Agreement (the "Restriction Period"). The Confidential Information shall be held by Client in the strictest confidence and shall not, without the prior written consent of Provider, be disclosed to any person other than in connection with Client's relationship with Provider and the services provided under this Agreement. Client further acknowledges that such Confidential Information is a special, valuable and unique asset to Provider, its parent, subsidiaries and affiliates. Client shall exercise all due and diligent precautions to protect the integrity of Provider's Confidential Information and to keep it confidential whether it is in written form, on electronic media or oral. If Client is subject to judicial or governmental proceedings requiring disclosure of the Confidential Information, prior to disclosing any such Confidential Information, Client will provide Provider with reasonable notice to allow Provider to obtain a protective order or confidential treatment of the Confidential Information. Client recognizes that Provider has legitimate business interests in protecting the Confidential Information, and as a consequence, Client expressly agrees to the restrictions contained in this Agreement because they further Provider's legitimate business interests. These legitimate business interests include, but are not limited to: (i) trade secrets as defined by the Florida Uniform Trade Secrets Act; (ii) valuable confidential business or professional information that otherwise does not qualify as trade secrets including all Confidential Information; (iii) substantial relationships with specific prospective or existing Clients; and (iv) Client goodwill associated with Provider's business.

31. **Counterparts.** This Agreement may be executed in any number of counterparts (including facsimile or scanned versions), each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, and notwithstanding that all of such parties may not have executed the same counterpart.

32. **Further Assurances.** Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby, including, without limitation, documentation that may be required by permitting offices, granting agencies or third party partners of Provider.

33. **Authority.** Client represents and warrants to Provider that Client has all requisite power and authority to enter into this Agreement, and to bind the owner of the Property (if not the Client) with respect to the use of and access to the Property. Client agrees to indemnify, defend, and hold harmless Provider from and against any and all claims, actions, damages, liabilities and expenses incurred in the event it is determined that such representation is not true and correct as of the Effective Date for the relevant Property.

34. **Email address for receipt of Activity Reports:** dunedudemike@gmail.com.

35. **Payment Remittance.**

All payments due to Client hereunder shall be sent to the following address:
 Payee Name (if different from Client): City of Falls City
 Attn: Mr. Mike McConnell
 Payee Address (if different from Client): 299 Mill Stree Falls City, OR 97344
 FEIN:

IN WITNESS WHEREOF, the parties hereto have executed this EXCLUSIVE ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT on the last date written below.

BLINK Network, LLC

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FEIN: _____

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CAR CHARGING™

Schedule I – Property, Designated Area(s), & Equipment

Property Address	Designated Area	Type of Station	Number of Stations	Serial Numbers
City of Falls City 299 Mill St Falls City, OR 97344	Parking	Blink Level 2	2	205082 Needs Service 216233

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Schedule II – Installation Date Acknowledgment

For the purposes of determining the term of the Agreement, pursuant to Paragraph 3.1 hereof, the following date shall be deemed the acknowledgement of the initial date of installation of the Equipment at the following location(s):

Date of Installation: _____

Serial number(s): _____

CLIENT:

PROVIDER:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

MANAGER:

By: _____
Name: _____
Title: _____

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City of Falls City
City Council Special Meeting Minutes
Thursday, April 25, 2018
Meeting Location: 320 N Main Street, Falls City, Oregon 97344

Council Present: Mayor Jeremy Gordon, Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

Staff Present: JoHanna Birr, City Clerk

Mayor Gordon called the meeting to order at 5:01 pm.

1) Roll Call

Clerk Birr took roll call.

2) Pledge of Allegiance

Mayor Gordon led the pledge.

3) Motion to adopt the entire Agenda

A motion was made by Councilor Meier and seconded by Councilor Flynn to adopt the entire Agenda with the addition of Exhibit A, Julie Osborn's Employment Application. Motion carried 5-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

4) Interview of City Manager Candidates

Michael Lyon was the first candidate interviewed by Council. He earned a B.S. in Social Science at Portland State University and Magna Cum Laude with a 3.87 GPA. He attends Hatfield School Of Government: Center for Public Service. In 2019, he hopes to complete an Executive Master of Public Administration. A Veteran of the US Army, having served three years as a Calvary Scout, Mr. Lyon achieved the rank of Corporal with an honorable discharge.

Mr. Lyon has an extensive public work experience as a political professional both for profit and non-profit organizations around the country. He is the owner of Allons Solutions, LLC, a government contracting and personal relations consulting. Mr. Lyon managed numerous campaigns for various political races.

Council welcomed Mr. Lyon and Council proceeded with the interview.

Mayor Gordon called for a short break at 5:43 pm. Council reconvened at 5:48 pm.

Macahan "Mac" Corthell was the next scheduled interview. Mr. Corthell has extensive education from Arizona western college with high academic studies, Southern Arizona Law Enforcement Training Center, Northern Arizona University, Cum Laude with a B.S. in Public Management, and is scheduled to graduate from Lewis & Clark Law School with a J.D. degree May of 2018. A Veteran of the USMC, Mr. Corthell enjoys volunteering in his spare time.

Mr. Corthell has extensive public service experience as a Certified Law Clerk, former Law Enforcement Officer and Marine Sergeant.

Council welcomed Mr. Corthell and proceeded with the interview.

Mayor Gordon called for a short break at 7:01 pm. Council reconvened at 7:07 pm.

Julie Osborn concluded scheduled interviews. Ms. Osborn attended Portland State University earning a B.S. in Psychology and Portland Community College where she earned her Associate degree in Psychology.

Ms. Osborn has extensive public work experience among departments with the State of Oregon and Multnomah County, Portland State University in Finance & Administration, OHSU as a surgery coordinator, S.D. Deacon Corp. of Oregon as Project Assistant and currently as Staff Assistant at the City of Salem. Ms. Osborn formerly owned a construction company Aerie Construction LLC, later working for Reliant Recourses, LLC as Construction manager.

Council welcomed Ms. Osborn and Council proceeded with the interview.

5) Adjourn

The meeting adjourned at 8:05 pm.

Attested:

_____ Mayor Gordon

_____ City Clerk, Birr

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AGENDA REPORT

TO: CITY COUNCIL
FROM: MAYOR GORDON
SUBJECT: RESOLUTION 07-2018 CDBG WASTEWATER SYSTEM GRANT AWARD
Date: 4/16/2018

SUMMARY

Falls City has been awarded \$330,000 in grant funds from the Oregon Community Development Block Grant program (CDBG). This program, administered by Business Oregon Infrastructure Finance Authority (IFA), provides grant funds to cities and counties to upgrade public infrastructure, develop community facilities and provide essential services to the workforce and your citizens.

BACKGROUND

Council instructed staff to submit the CDBG application at the November 9, 2017 City Council meeting. The City requested funding for Final Design Engineering, Environmental review, and a Rate Study which will allow Falls City to develop biddable documents for the construction of the wastewater system.

Resolution 07-2018 and attachment A of the Resolution gives authority to Mayor Gordon to sign and execute the agreement, to set up signatures to request draws on the award, and to set where draws will be deposited.

PREVIOUS COUNCIL ACTION

N/A

ALTERNATIVES/FINANCIAL IMPLICATIONS

Without agreement the City will not be able to collect the \$330,000.00 awarded through the grant.

STAFF RECOMMENDATION

adopt

EXHIBIT

A. Resolution with agreement

PROPOSED MOTION

I move that the City Council of the City of Falls City adopt resolution 07-2018, **A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF FALLS CITY AND THE OREGON BUSINESS DEVELOPMENT DEPARTMENT FOR THE WORK SPECIFIED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT AWARD.**

RESOLUTION 07-2018

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF FALLS CITY AND THE OREGON BUSINESS DEVELOPMENT DEPARTMENT FOR THE WORK SPECIFIED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT AWARD.

Findings:

1. The City of Falls City applied for and was awarded funding through a Community Development Block Grant (CDBG) for the Falls City wastewater system, and
2. The City of Falls City is in need of these granted funds to perform the final engineering design, environmental permits, and rate study, and
3. This award and agreement will allow the City to move towards the goal of removing the drain field from under the High School Football field.

NOW THEREFORE,

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

Section 1. It is in the best interest of the citizens of Falls City to adopt the agreement presented as attachment A of this Resolution.

Section 2. That Falls City Council approves the agreement between the City of Falls City and the Oregon Business Development Department and allows the Mayor to sign the agreement and all documents required under the agreement.

Section 3. This Resolution was duly PASSED and ADOPTED by the Falls City Council this Tenth (10) day of May 2018 and takes effect upon signing.

AYES _____ NAYS _____ ABSTAINED _____ ABSENT _____

Approved:

Date

Jeremy Gordon, Mayor

Attest:

Date

Terry Ungricht, City Manager

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STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT CONTRACT

“Wastewater Improvements”

This Contract, number P17004, dated as of the Effective Date (as defined below), is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Falls City, Oregon (“Recipient”).

The parties agree as follows:

SECTION 1 - CONTRACT

This Contract shall include the following, which are by this reference incorporated herein and which, in the event of inconsistency between any of the terms, are to be interpreted in the following order of precedence:

- A. this Contract without any Exhibits;
- B. Special Conditions of Award, attached as Exhibit A;
- C. Recipient’s Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying, attached as Exhibit B and Exhibit C, respectively;
- D. A description of the project approved by OBDD (the “Project”), attached as Exhibit D;
- E. Approved Project budget showing breakdown of sources of funds, attached as Exhibit E, which supersedes any prior drafts of the Project budget, including, but not limited to, the Project budget that is in Recipient’s application dated 28 December 2017 (“Application”); and
- F. Information Required by 2 CFR § 200.331(a)(1), attached as Exhibit F.

SECTION 2 - GRANT

In reliance upon Recipient’s Application and Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying as described in Exhibit B and Exhibit C, respectively, and subject to the terms and conditions of this Contract, OBDD agrees to provide Recipient funds in the amount of **\$330,000**, the use of which is expressly limited to the Project and the activities described in Exhibit D. The use of these funds is also limited to the approved Project budget in Exhibit E and subject to the Special Conditions of Award in Exhibit A.

Subject to the terms and conditions of this Contract, including but not limited to the authorization described in Section 3 below, OBDD shall disburse the grant funds to Recipient on an expense reimbursement basis after OBDD’s receipt and approval of disbursement requests from Recipient, each on a disbursement request form provided by OBDD.

SECTION 3 - FURTHER AUTHORIZATION

In addition to the requirement in Section 2 for Recipient to obtain OBDD’s approval for its disbursement request which shall be on the form provided by OBDD, the obligation or expenditure of funds by Recipient for the approved activities described in this Contract is prohibited without the further express written authorization of OBDD, except that such funds may be obligated or expended by Recipient for activities that are exempt as specified in 24 C.F.R. §58.34 (2003), provided that each exempt activity or project meets the conditions specified for such exemption under the cited section.

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SECTION 4 - PROJECT COMPLETION DATE; EFFECTIVE DATE

- A. The approved grant activities **must be completed within 24 months** from the Effective Date (“Project Completion Date”). This Contract shall become effective on the date (“Effective Date”) this Contract is fully executed and approved as required by applicable law.
- B. By the Project Completion Date, all Project activities must be completed (except for the submission of the Project completion report on a form provided by OBDD), and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted. Unless exempt from federal audit requirements, the audit for the final fiscal year of the Project shall be submitted to the Oregon Business Development Department as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Date.

SECTION 5 - RECIPIENT’S COVENANTS - COMPLIANCE WITH LAWS

- A. Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following:
- (1) Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the “Act”) and with all related applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
 - (2) Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
 - (3) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). For Section 3 covered construction projects receiving more than \$200,000 under this Contract, Recipient shall cause or require the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000.
 - (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (2005);
 - (5) Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-333 (1994), and all regulations promulgated pursuant thereto and all other applicable federal laws and regulations pertaining to labor standards.
 - (6) ORS 279C.815 that in certain cases requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on projects in Oregon. Recipient will obtain applicable rates to be paid to workers and other requirements of ORS 279C.815 from the Oregon Bureau of Labor and Industries.
 - (7) Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).

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- (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
 - (9) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996)
 - (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
 - (11) Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
 - (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
 - (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
 - (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.1-35.98 (1997).
 - (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157 (1994).
 - (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
 - (17) ORS §§294.305-294.565 and other applicable state laws for county and municipal administration.
 - (18) Special program and grant administration requirements imposed by OBDD related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and OBDD's 2017 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcome Performance Measurement Reporting" by Recipient.
 - (19) Economic benefit data requested by OBDD from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Date. Upon such request by OBDD, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.
- B. When procuring property or services to be paid for in whole or in part with Community Development Block Grant ("CDBG") funds, Recipient shall comply with the Oregon Public Contracting Code (ORS Chapters 279A, 279B, and 279C, as applicable), Chapter 137 (Divisions 046, 047, 048 and 049) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable. The State of Oregon model rules for public bidding and public contract exemptions shall govern procurements under this Contract if Recipient or its public contract review board does not adopt those, or similar, rules. If Recipient or its public contract review board has adopted similar rules, those rules shall apply.

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All employers, including Recipient, that employ subject workers in the State of Oregon must comply with ORS §656.017 and provide the required Worker' Compensation coverage, unless such employers are exempt under ORS §656.126. Recipient shall insure that each of its contractors and subgrantees complies with these requirements.

- C. Federal audit requirements. The grant is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number and title is "14.228 Community Development Block Grant." Recipient is a subrecipient.

(1) If Recipient receives federal funds in excess of \$750,000 in the Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 C.F.R. part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(2) Audit costs for audits not required in accordance with 2 C.F.R. part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

SECTION 6 - OTHER COVENANTS OF RECIPIENT

- A. The activities undertaken in this grant must meet one of three national objectives established by the U.S. Congress. Recipient covenants the activities it will undertake with the grant will meet the following national objective (check one):
- (1) Activities primarily benefitting low- and moderate-income persons; (24 C.F.R. 570.483(b))
 - (2) Activities which aid in the prevention or elimination of slums and blight; (24 C.F.R. 570.483(c))
 - (3) Activities designed to meet community development needs having a particular urgency; (24 C.F.R. 570.483(d))
- B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter.

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Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations.

Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions the certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

- D. Recipient shall insert a clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding.

- E. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. Recipient acknowledges and agrees that OBDD and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Recipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with state and local requirements concerning the privacy of personal records.

- F. The grant made pursuant hereto shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing.

- G. Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or
- (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Recipient certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).

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- H. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994) (“NEPA”), and such other provisions of law that the applicable regulations specify that would otherwise apply to HUD federal projects, in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipients will perform reviews in accordance with 24 C.F.R. §58 (2003) and the other federal authorities listed at 24 C.F.R. §§58.5 (2003).
- I. All non-exempt Project activities must be reviewed for compliance with 36 C.F.R. §§800.1-800.15 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in 42 U.S.C. §4321 note (1994) (Floodplain Management)*, and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in 42 U.S.C. §4321 note (1994) (Protection of Wetlands)*.
- J. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
- K. Recipient shall execute, and shall cause its first tier contractors or subrecipients receiving subcontracts exceeding \$100,000 to execute and file with Recipient, the certification set forth in Exhibit C hereof.
- L. No lead-based paint will be used in residential units.
- M. Recipient shall provide to OBDD documentation of Recipient’s efforts and results in meeting the performance measures contained in OBDD’s 2017 Program Guidelines (Method of Distribution). Recipient’s accomplishment of such performance measures or its failure to do so will be considered by OBDD when awarding future grants.

SECTION 7 - DETERMINATION

OBDD has made the determination that Recipient is a subrecipient, in accordance with 2 CFR §330. Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

SECTION 8 - TERMINATION

- A. OBDD reserves the right to terminate this Contract immediately upon notice to Recipient:
 - (1) if Recipient fails to perform or breaches any of the terms of this Contract; or
 - (2) if Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract; or
 - (3) if OBDD, the Oregon Business Development Department or the Oregon Community Development Block Grant Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to carry out the terms of this Contract; or
 - (4) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the grant made pursuant to the terms of this Contract or payments to be made hereunder are prohibited.

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- B. OBDD may impose sanctions on Recipient for failure to comply with provisions of this Contract or OAR Chapter 123, Division 80. When sanctions are deemed necessary, OBDD may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the Contract and recover all funds released prior to the date of notice of cancellation.

SECTION 9 - MISCELLANEOUS

- A. OBDD's obligations are subject to receiving, **within 60 days of receipt**, this Contract, duly executed by an authorized officer of Recipient, and such certificates, documents, opinions and information that OBDD may reasonably require.
- B. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- C. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, certified or registered mail, postage prepaid, to OBDD or Recipient at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 9.C. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against OBDD, such facsimile transmission must be confirmed by telephone notice to the Oregon Business Development Department at 503-986-0123. Any notice by personal delivery shall be deemed to be given when actually delivered.
- D. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- E. This Contract and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OBDD to enforce any provision of this Contract shall not constitute a waiver by OBDD of that or any other provision.

Recipient, by the signature below of its authorized representative, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through the
Oregon Business Development Department

CITY OF FALLS CITY

775 Summer Street NE Suite 200
Salem OR 97301-1280
Phone 503-986-0027

299 Mill Street
Falls City OR 97344-9800
Phone 503-787-3023

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Jeremy Gordon
Mayor of Falls City

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s David Elott as per email dated 19 March 2018
David Elott, Assistant Attorney General

- Exhibit A: Special Conditions of Award
- Exhibit B: Certification of Compliance
- Exhibit C: Certification Regarding Lobbying
- Exhibit D: Project Description
- Exhibit E: Project Budget
- Exhibit F: Information Required by 2 CFR § 200.331(a)(1)

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**EXHIBIT A - SPECIAL CONDITIONS OF AWARD
PUBLIC WORKS FINAL DESIGN GRANT**

Special conditions for a CDBG grant are set forth below, applicable as determined by the nature of the Project.

1. [Reserved]
2. All matching funds must be secured in writing within four (4) months following the Effective Date of this Contract or the Contract may be terminated. In any case, OBDD will not disburse CDBG funds until Recipient provides OBDD with evidence that all Project matching funds have been received by Recipient.
3. All Project-related contracts must be received by OBDD ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project-related bid documents must be received by OBDD at least ten (10) days before they are advertised.
4. Prior to the approval of the first drawdown of grant funds for this Project, Recipient shall provide the following to OBDD:
 - a. Copy of an adopted Fair Housing resolution and evidence that this resolution has been published within six (6) months prior to the grant drawdown.
 - b. Copy of a completed self-evaluation checklist required by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) or the Americans with Disabilities Act of 1990, 42 U.S.C. §§12111-12213 (1994).
 - c. A detailed grant administration plan, substantially in the form of Exhibit 1A in the current Grant Management Handbook, which must be approved by OBDD.
5. Where the approved Project budget includes local funds and CDBG funds for a specific line item activity, those local funds must be expended before Recipient can request CDBG funds for the activity, unless otherwise authorized by OBDD.
6. Recipient must obtain review of design plans by the appropriate regulatory agency (e.g., State Health Division, Department of Environmental Quality, Environmental Protection Agency, et cetera.). Any comments resulting from the regulatory agency's review must be sent to OBDD prior to the approval of final plans by Recipient.
7. Recipient shall cause individual service meters to be installed on those portions of a drinking water Project assisted with CDBG funds.
8. Recipients that have received more than one CDBG grant per program year and those with more than one open grant must undertake at least one activity, in addition to adopting and publishing a Fair Housing resolution, to promote fair housing opportunities in its community.
9. For a sewer line Project, Recipient shall adopt a mandatory sewer hook-up ordinance or resolution prior to any drawdown of CDBG funds.
10. Where the Project is for construction of water or sewer facilities in a community with an unmetered water system, Recipient and the owner of the water system shall meet with the State Water Resources Department and develop a mutually agreeable plan for metering the entire community water system.

**EXHIBIT B - RECIPIENT'S CERTIFICATION OF COMPLIANCE
WITH STATE AND FEDERAL LAWS AND REGULATIONS**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to OBDD from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. it has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act;
2. it possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project;
3. its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein;
4. the person identified as the official representative of Recipient in the application and the Contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf;
5. the Contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents; and
6. the Contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with their terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

1. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
2. provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
3. furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
4. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

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5. provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
6. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to OBDD or as to grants already made substantial changes from Recipient's application to OBDD to activities; and
8. provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient represents, warrants and certifies that:

1. it has complied with its obligations as described in Section 6.F of this Contract; and
2. it is following the State of Oregon Residential Antidisplacement and Relocation Assistance Plan unless it adopts and makes public its own plan which complies with 24 C.F.R. 42.325 (1997). Recipient also certifies that it will minimize the displacement of persons as a result of activities assisted with Oregon CDBG funds.

Recipient further represents, warrants and certifies that:

1. the grant will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing; and
2. no lead-based paint will be used in residential units.

Recipient further represents, warrants and certifies that:

1. it has carried out its responsibilities as described in Section 6.H of the Contract;
2. the officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);
3. such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (2003); and
4. such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

City of Falls City

Signed _____

Title _____

Date _____

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EXHIBIT C - CERTIFICATION REGARDING LOBBYING (CDBG Awards exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Falls City

Signed _____

Title _____

Date _____

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EXHIBIT D - PROJECT DESCRIPTION

The Recipient shall, with the assistance of a professional engineering firm, prepare final design, construction specifications, and construction bid documents for improvements to its wastewater system.

The project includes, but is not limited to, the following:

- Preparation of engineering plans, specifications, and cost estimates for the wastewater treatment plant improvements.
- The design of a new pump station at the existing wastewater treatment plant site.
- The design of approximately 1,500 feet of gravity sewer line that will enable the decommissioning of the existing Fair Oaks Pump Station.
- Preparation of a ready-to-publish CDBG-compliant Environmental Assessment.
- Completion of a rate study.

EXHIBIT E - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Engineering	\$265,000	\$0
Grant Administration 17426	25,000	0
Environmental Review	20,000	0
Rate Study	15,000	0
Land use	5,000	0
Total	\$330,000	\$0

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EXHIBIT F - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in DUNS): FALLS CITY, CITY OF
- (ii) Subrecipient's DUNS number: 03-904-3695
- (iii) Federal Award Identification Number (FAIN): B-17-DC-41-0001
- (iv) Federal Award Date: 5 Oct 2017
- (v) Sub-award Period of Performance Start and End Date: 24 months from Contract execution
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$330,000
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$330,000
- (viii) Total Amount of Federal Award to the pass-through entity: \$11,978,330
- (ix) Federal award project description: The FFY 2017 State Community Development Block Grant Program funds will be awarded through a competitive application process to rural communities in Oregon for the following project types: Public Works Projects, Community Facilities, Owner-occupied Housing Rehabilitation and Microenterprise Assistance. CDBG projects will meet the national objective of benefitting low- and moderate-income persons or an urgent need.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Department of Housing and Urban Development
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Ed Tabor, Programs & Incentives Manager, 503-949-3523
- (xi) CFDA Number and Name: 14.228 Community Development Block Grant
Amount: \$330,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

*For the purposes of this Exhibit F, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

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AGENDA REPORT

TO: CITY COUNCIL
FROM: MAYOR GORDON
SUBJECT: RESOLUTION 08-2018 COG AGREEMENT TO ASSIST IN ADMIN OF CDBG AWARD.
Date: 4/30/2018

SUMMARY

Falls City has been awarded \$330,000 in grant funds from the Oregon Community Development Block Grant program (CDBG). This program, administered by Business Oregon Infrastructure Finance Authority (IFA), provides grant funds to cities and counties to upgrade public infrastructure, develop community facilities and provide essential services to the workforce and your citizens.

BACKGROUND

Council instructed staff to submit the CDBG application at the November 9, 2017 City Council meeting. The City requested funding for Final Design Engineering, Environmental review, and a Rate Study which will allow Falls City to develop biddable documents for the construction of the wastewater system.

Resolution 08-2018 and attachment A of the Resolution gives authority to Mayor Gordon to sign and execute an agreement between the City and COG to assist with the Administration of the grant

PREVIOUS COUNCIL ACTION

N/A

ALTERNATIVES/FINANCIAL IMPLICATIONS

Without agreement the City will have to do all administration of the CDBG grant.

STAFF RECOMMENDATION

adopt

EXHIBIT

A. Resolution with agreement

PROPOSED MOTION

I move that the City Council of the City of Falls City adopt resolution 08-2018, **A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF FALLS CITY AND MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS FOR THE WORK SPECIFIED TO MANAGE THE COMMUNITY DEVELOPMENT BLOCK GRANT AWARD FOR UPGRADES TO THE WASTEWATER SYSTEM.**

RESOLUTION 08-2018

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF FALLS CITY AND MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS FOR THE WORK SPECIFIED TO MANAGE THE COMMUNITY DEVELOPMENT BLOCK GRANT AWARD FOR UPGRADES TO THE WASTEWATER SYSTEM.

Findings:

1. The City of Falls City applied for and was awarded funding through a Community Development Block Grant (CDBG) for the Falls City wastewater system, and
2. The City of Falls City Council expressed interest to have Mid-Willamette Valley Council of Governments (COG) assist with the administration of the CDBG funds , and
3. This agreement will allow the City help insure successful project completion.

NOW THEREFORE,

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

Section 1. It is in the best interest of the citizens of Falls City to adopt the agreement presented as attachment A of this Resolution.

Section 2. That Falls City Council approves the agreement between the City of Falls City and the Mid-Willamette Valley Council of Governments and allows the Mayor to sign the agreement upon successful execution of the CDBG agreement with Business Oregon.

Section 3. This Resolution was duly PASSED and ADOPTED by the Falls City Council this Tenth (10) day of May 2018 and takes effect upon signing.

AYES _____ NAYS _____ ABSTAINED _____ ABSENT _____

Approved:

Date

Jeremy Gordon, Mayor

Attest:

Date

Terry Ungricht, City Manager

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AGREEMENT

between

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

and

CITY OF FALLS CITY

WHEREAS, the Mid-Willamette Valley Council of Governments (COG) and the City of Falls City, Oregon (CITY), have long had interests in common; and

WHEREAS, the CITY has been awarded a 2017 Oregon Community Development Block Grant (P17004) for a wastewater system improvements final design project; and

WHEREAS, the CITY desires assistance with the administration of the Oregon Community Development Block Grant and the COG provides such service;

IN CONSIDERATION of the mutual benefits and obligations set out herein, the parties agree that from the date of this agreement's execution to the estimated completion date of (date to be added when Business Oregon contract is signed) the following provisions shall apply:

I. Description of Work to be provided by COG:

- A. Research and prepare all documentation for the environmental review record for activities funded by the Grant and prepare draft notices and environmental findings for final CITY action.
- B. Draft CITY resolutions and policies regarding excessive force, fair housing, Section 3, and others as may be necessary and appropriate; assist CITY staff with the establishment of record keeping and financial management systems for the project; assist with completion of the Self-Evaluation Checklist required by Section 504 of the Rehabilitation Act of 1973; and other activities that may be necessary to get the project started and eligible to receive funds.
- C. Manage procurement and contracting processes related to the Grant on behalf of the CITY as needed.
- D. Review all grant funded contracts for regulatory requirements, assist contractors and subcontractors with state and federal regulatory compliance problems emanating from this project and maintain all of the files and reports necessary to document the CITY'S

compliance with the federal and state requirements that apply to this project. Provide any other assistance that may be requested by the CITY regarding state or federal regulatory requirements that apply to the expenditure of Oregon Community Development Block Grant funds.

- E. Review all payment requests, prepare the necessary cash request forms for signature by authorized CITY representatives, assist as needed with financial record keeping and preparation of disbursement documents for approval by CITY authorities, prepare all project progress reports that may be required of the CITY by the State of Oregon or the U.S. Department of Housing and Urban Development, represent the CITY at monitoring visits by Oregon Business Development Department representatives and help resolve any such monitoring findings, prepare other necessary project documentation, and be available to meet with the CITY'S auditor during the annual audit to answer project regulatory compliance questions.
- F. Prepare CITY completion reports and other documentation required for closing out the Oregon Community Development Block Grant.

II. Method of Payment and Payment Schedule

The COG agrees to submit written invoices in amounts indicated and in accordance with the following schedule. The contract shall not exceed \$45,000. The CITY agrees to make full payment with project funds on a lump sum basis at the following milestones:

- | | | |
|----|--|-----------|
| A. | When all first-draw requirements have been met and the first request for disbursement of grant funds is submitted. | \$ 10,000 |
| B. | When the engineering contract is signed. | \$ 10,000 |
| C. | Upon submission of grant close out reports. | \$ 5,000 |

For environment review record and activities described in I.A above, the COG shall submit invoices on a lump sum basis at the following milestones:

- | | | |
|----|---|-----------|
| E. | Upon completion and publication of environmental review record. | \$ 15,000 |
| F. | Upon close out of the environmental review record | \$ 5,000 |

Total Project Costs Not To Exceed:	\$45,000
---	-----------------

III. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

IV. Access to Records

The CITY, State of Oregon Business Development Department, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the COG which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts and transcriptions. All required records shall be maintained by the COG for three years after grantee makes final payments and all pending matters are closed.

V. Remedies

Each party shall be entitled to all remedies available at law and in equity to enforce rights under terms of this contract.

VI. Suspension or Termination

This contract may be suspended or terminated in accordance with 24 CFR 85.43, if the COG materially fails to comply with any term of this contract. This contract may also be terminated for convenience upon written notification by either party with a minimum notice of 30 calendar days. In the event of contract termination for convenience, COG shall be due payment for all work completed by the time of termination.

VII. Source of Funds

Work under this contract will be funded in its entirety with federal grant funds from the Oregon Community Development Block Grant program.

IN WITNESS WHEREOF, both parties have signed and executed the above agreement as of the ____ day of _____, 2018.

MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS

CITY OF FALLS CITY

By _____
Sean O'Day, Executive Director

By _____
Jeremy Gordon, Mayor

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements,) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor)

Executive Director, MWVCOG
Title/Firm

Date

Oregon Community Development Block Grant
Required Federal Contract Clauses
Use for **Non-Construction** Contracts Where the Grant Award **Exceeds \$100,000**

1. Source of Funds

“Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program.”

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business (Instruction: Include if contract is \$10,000 or more)

Before the final payment to Contractor is made, Contractor shall submit the attached “Minority, Women and Emerging Small Business Activity Report”.

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$200,000 and the construction contract exceeds \$100,000)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.

F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

G. Contractor shall complete the required Section 3 report form 60002, included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the city/county grant recipient with the final construction pay estimate for the project.

Minority, Women and Emerging Small Business Activity Report

The report on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youth build programs established under Subtitle D of Title IV of the Cranston Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Explanation of Codes

- 1. Grantee:** Enter the name of the unit of government submitting this report.
- 3. Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.
- 7a. Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.
- 7b. Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number were provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.
- 7c. Type of Trade:** Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number were provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.
- 7d. Business Racial/Ethnic Code:** Enter the numeric code, which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code that seems most appropriate. If the subcontractor ID number were provided, the code would apply to the subcontractor and not to the prime contractor.
- 7e. Woman Owned Business:** Enter Yes or No.
- 7f. Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.
- 7g. Section 3 Contractor:** Enter Yes or No.
- 7h. Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.
- 7i. Section 3 Contractor:** Enter Yes or No.
- 7j. Contractor/Subcontractor Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

AGENDA REPORT

to: City Council
from: Mayor Gordon
subject: City Manager Contract
date: 05/10/2018

SUMMARY

In consultation with the City Attorney and Interim Manager, the Mayor negotiated the proposed employment contract with Council's City Manager selection, Macahan Corthell.

BACKGROUND

The Falls City Charter mandates that the City of Falls City employ a City Manager as administrative head of the City government. Manager Ungricht is retiring from his position as City Manager and graciously agreed to serve as Interim Manager until the City hires a replacement.

The City Council authorized Mayor Gordon and Interim Manager Ungricht to conduct a recruitment to identify viable candidates for City Manager to interview before Council. They were able to secure three quality candidates at no cost to the City.

Macahan Corthell interviewed before Council, along with two other candidates, and scored highest out of the three candidates as determined by the City Council. Mayor Gordon consulted with the Interim Manager, The Mid-Willamette Valley Council of Governments and conducted his own research to determine a salary range within which to begin negotiations. The lower end of City Manager salaries fall between \$60,000-\$70,000/year. The mayor and the candidate agreed on terms for an employment contract to put before The City Council.

The previous year's effort to hire and train a less experienced candidate was not successful.

PREVIOUS COUNCIL/COMMITTEE ACTION

On March 8, 2018, The City Council authorized Manager Ungricht and Mayor Gordon to conduct a recruitment for City Manager candidates.

On April 25, 2018, The City Council scored the interviews of three City Manager candidates and collectively selected Macahan Corthell as the top candidate.

ALTERNATIVES/FINANCIAL IMPLICATIONS

- A. Hire the COG to conduct a recruitment at a cost of approx. \$5,500 or hire an outside recruitment firm
- B. Hire an experienced interim manager and ask them to help recruit/train (approx. \$80,000-100,000 salary)

EXHIBIT:

- A. City Manager Employment Contract
- B. Macahan Corthell Bio

PROPOSED MOTION

I move that the City Council of the City of Falls City authorize Mayor Gordon to sign the proposed employment contract between the City of Falls City and Macahan Corthell.

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 27th day of April, 2018, by and between the **CITY OF FALLS CITY, OREGON**, a municipal corporation, hereinafter called "**City,**" and **Macahan A. Corthell** hereinafter called "**Employee.**"

WHEREAS, the City desires to employ the services of the Employee as City Manager as provided by the City Charter, applicable ordinances, and the City Manager Job Description; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Manager of the City of Falls City, Oregon:

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREBY CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DUTIES

- A. The City agrees to employ Employee as the City Manager with the job duties as further specified in the City Charter, applicable Ordinances, and the City Manager's job description (which is attached to this Agreement and by this reference incorporated herein). Employee further agrees to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.
- B. The Employee will render the services of City Manager in a professional manner.
- C. The Employee will devote the necessary hours each week to the performance of such duties that may be assigned to him by the City.
- D. The Employee will serve the City diligently and faithfully, and according to his best ability in all respects, and will use his utmost endeavors to promote the interest of the City.

SECTION 2. TERM

- A. This Agreement shall commence on May 10, 2018. This Agreement shall remain in full force and effect from the commencement date unless the City Manager is terminated or resigns as provided in Section 3.
- B. Employee is an employee at will. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Employee, subject only to the provisions set forth in Section 3 of this Agreement.

- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions set forth in Section 3, Paragraph B of this Agreement.
- D. This Agreement shall remain in full force and effect from its effective date unless it has expired or is terminated by either party as provided in Sections 2 and 3 of this Agreement.
- E. Employee agrees to remain in the exclusive employ of the City throughout the duration of this Employment Agreement, and to neither accept other employment nor become employed by another employer until the termination date of this Employment Agreement, unless the outside employment is pre-approved by the City and does not interfere with the City Manager's job duties.

SECTION 3. TERMINATION AND SEVERANCE PAY

- A. Termination Without Cause. In the event City terminates Employee Without Cause, City agrees to pay employee a lump sum payment equal to two (2) months' of Employee's base salary. All severance payments are subject to required payroll withholding and deductions. Employee's acceptance of the severance payment shall constitute a release and waiver of all claims of any type or nature whatsoever against City, it's Mayor, Councilors, employees, volunteers and agents. Employee and City agree to execute a Release and Waiver of Claims acceptable to City as a condition of Employee receiving severance pay.
- B. Voluntary Resignation. If Employee voluntarily resigns his position during this Agreement, he shall give the City thirty (30) days' advance written notice, unless the parties otherwise agree. If he fails to give the required notice, the City may, at its sole discretion, reduce Employee's sick and vacation benefits payable to resigning City employees (the reduction equal to the number or sick and vacation hours Employee would have earned over the course of 30 days). Employee is not entitled to any severance payment under this Agreement in the event of Employee's voluntary resignation.
- C. For Cause Termination. City may terminate For Cause. Employee is not entitled to any severance payments under this Agreement if he is terminated For Cause. Termination "for cause" means termination occurring due to Employee's: neglect of duty, breach of contract, inefficiency, insubordination, conduct involving moral turpitude, inadequate performance, repeated or serious violations of City policies, dishonesty of any kind, or failure to comply with other reasonable requirements as the City may prescribe.

If the parties dispute whether the Employee was terminated "for cause," either party may request binding arbitration on the question. Arbitration shall be requested by delivering the other party a written request for arbitration. Within thirty (30) days of receipt of such request, the parties shall select a mutually

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agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within thirty (30) days, an arbitrator shall be appointed by the Circuit Court for the State of Oregon for Polk County, in accordance with ORS 36.310. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's final decision shall be final and binding upon the parties. All arbitrations shall take place in Polk County Oregon, unless the parties both agree to have the matter arbitrated elsewhere. Each party agrees to pay its own arbitration costs, including any attorney fees or costs.

SECTION 4. SALARY AND RETIREMENT

- A. The City shall pay Employee for services rendered under this Agreement at an annual rate of \$63,400, which sum shall be payable in installments at the same time and manner as other employees of the City are paid. After an initial six-month evaluation period, Employee's pay shall be increased to an annual rate of \$66,570 (5% increase).
- B. The City shall consider annual cost of living increases to Employee's base salary at the earliest Council Meeting after January 1st of each year. The percentage increase to be considered shall be based on the West - Size Class B, Consumer Price Index (CPI), for the year ending with the most recent December. The City reserves full discretion to deny the cost of living increase for any reason, or no reason. The City will not take up a cost of living increase if a raise equal to, or in excess of the CPI has been granted in the calendar year prior to the Council Meeting at which the cost of living increase would be taken up.
- C. The City agrees to classify the City Manager position as an Oregon PERS-qualified position and to make payments to PERS as with other City employees.

SECTION 5. PERFORMANCE EVALUATION

The Mayor and Council shall review and evaluate Employee's performance after six (6) months and again after twelve (12) months. Thereafter, performance reviews shall take place annually. The City Manager shall administer, schedule and provide sample performance evaluation materials to the Mayor and Council prior to budget adoption, or at such other or more frequent times as the Council may desire. Employee performance review and evaluation shall be in accordance with criteria and duties set forth in the City Manager's job description and other criteria as the Council may establish. The Mayor, as directed by the Council, shall provide the Employee with a written summary statement of the evaluation and provide an adequate opportunity for Employee to discuss any concerns or response with the Mayor and Council. The performance summary and any written response shall be made part of the Employee's personnel file.

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SECTION 6. HOURS OF WORK

It is recognized that the Employee must regularly devote in excess of forty (40) hours per week to his duties and that such time is often outside the “normal office hours” of the City. The Employee may exercise discretion to apportion some working hours to occur “off-site” for special projects and may take administrative time off of his regularly scheduled work hours, as long as it does not adversely affect the operation of the City. Employee shall use the Monthly Payroll Timesheet to account for administrative, sick leave, vacation, or holiday time used.

SECTION 7. VACATION LEAVE

Employee shall be entitled to five days paid vacation time upon commencement of this Agreement. Upon completion of the probationary period of six months, Employee shall be entitled to paid vacation time earned and accrued on the basis of 10 days for each 50 weeks of employment. Vacation time shall accrue on a pro rata basis, and shall be taken as the Employee and Employer shall agree with 320 hours maximum accrual.

SECTION 8. PROFESSIONAL DEVELOPMENT

The City agrees to budget and pay for Employee’s travel and subsistence expenses necessary for his professional development and beneficial to the City. Subject to budgetary constraints, time limitations and the convenience of both the City and the Employee, the Employee is permitted and encouraged to attend such professional development meetings, activities seminars, courses, and institutes in accordance with the City’s applicable policies.

City will pay for the City Manager’s membership in the International City/County Managers Association (ICMA) and the Oregon City/County Managers Association (OCCMA) and associated local and national conferences, as approved and budgeted by the Mayor and Council.

City will pay for Employee’s expenses associated with civic membership, as approved and budgeted by the Mayor and the Council.

SECTION 9. INDEMNIFICATION

The City shall defend, save harmless and indemnify Employee against any tort, professional liability claim, or other legal action, arising out of an alleged act or omission occurring in the course and scope of performance of Employee’s duties as City Manager to the extent required under Oregon law and subject to the limitations within the Oregon Tort Claims Act and the Oregon Constitution.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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City general employee regulations, rules, policies and benefits shall apply to Employee *unless they conflict with or are inconsistent with this Agreement*. If there is a conflict or inconsistency between the City's regulations, rules or policies and this Agreement, this Agreement shall prevail. Specifically, any City regulations, rules or policies pertaining to the City Manager performance review process, termination process, disciplinary process, and disciplinary review process will not apply. This Agreement provides the City's sole and exclusive performance review process, termination process, disciplinary process, and disciplinary review process for the City Manager.

SECTION 11. GENERAL PROVISIONS

- A. Wherever this Agreement provides an option, election or approval by the City, such provision shall be construed to require that such option, election or approval shall be made by the City Council, except where this Agreement specifies that the option, election or approval may be given by the Mayor.
- B. This Agreement shall constitute the entire agreement between the parties.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- D. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Employee acknowledges this document has been drafted by the City Attorney, who does not represent him, and that he has had the opportunity to consult with legal counsel of his choosing at his expense before signing below.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day, month and year first above written.

CITY OF FALLS CITY, OREGON:

EMPLOYEE:

By: _____
Jeremy Gordon, Mayor

Macahan Corthell

Date: _____

Date: _____

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Mac Corthell is a 5th generation Oregonian with 15 years of experience in all levels of government. In 2003 Mac left Oregon to serve a 5-year tour in the United States Marine Corps. While serving in the Marines Mac deployed twice to combat in support of Operation Iraqi Freedom, and Operation Enduring Freedom. Mac was highly decorated earning multiple meritorious promotions, the Navy Marine Corps Achievement Medal, the Humanitarian Service Medal, the Good Conduct Medal, and a Presidential Unit Citation to name just a few. During this time Mac also earned an Associates of Arts in General Studies from Arizona Western College where he graduated with High Academic Honors.

In 2010, after his tour in the Marine Corps Mac began pursuing a career in law enforcement with the Yuma County Sheriff's Office. Mac was quickly promoted to Detective and ultimately decided to pursue his bachelor's degree as well. Mac graduated *Cum Laude* with a B.S. in Public Management from Northern Arizona University while working more than full-time as a Detective. At that time Mac decided to pursue his Juris Doctor Degree (Law Degree), and to move back home to Oregon, but stayed in Arizona to assist a former supervisor in rooting out corruption in a small town within Yuma County. Mac worked there as a Police Officer, adviser, and Criminal Investigator for an agreed upon 1-year then moved back to Oregon.

In 2013 when Mac arrived back in Oregon he began a position investigating elder abuse for the State of Oregon while preparing to go to Law School. Mac signed on for a tour of duty with the Oregon Army National Guard in early 2014 where he served with the Office of the Staff Judge Advocate until March of 2017. In 2015 Mac started at Lewis & Clark Law School in Portland and graduated May 1, 2018. During his time at Lewis and Clark Mac has worked as a Certified Law Clerk prosecuting misdemeanor crimes for Deschutes County, assisted in writing the first motion for post-conviction DNA testing at the Oregon Innocence Project, and worked extensively on various projects for the League of Oregon Cities.

Managers' Report

05/04/2018

Mayor and Councilors,

O-DOT received the okay to start drafting the contracts for the Small City Allotment Grant, as soon as we receive we will bring to Council for adoption. We are hoping to still try and get the work performed this year.

At the May 24th meeting we will also have a Public Hearing on at least two partitions. We currently have 9 open land use files and expect to receive another in the next week. We usually did not process this many in a year, building is way up.

We have the CDBG and COG agreements ready for you to adopt, still waiting on the Engineers. If it is ready by the meeting we will add it in. Once the Mayor signs the CDBG and we get it back with their signature the two year project completion date will start. The Mayor will not sign the other agreement until after we have the fully signed CDBG contract.

I look forward to meeting the Councils pick for City Manager. I will help him transition into the position and be there to answer any questions that he comes up with. It has been an honor working with you and trying to chart a course for our City that we can all be proud of. I have learned an awful lot about the aspects of governing in a small City, many challenges but also many, many rewards. I want to thank each of the Councilors and all of the residents of Falls City for trusting me and helping me in the positions I have held.

Public Works Staff Report for April, 2018

Sunday, 1 Routine water and sewer.

Monday, 2 Shop maintenance

Tuesday, 3 Mowing, city grounds.

Wednesday, 4 Did work orders, went into Rickreall look at older grader, put filter #1 on line.

Thursday, 5 Preparation for rain this coming week-end, sewer and water samples.

Friday, 6 Cites utility vehicle rear end went, started working on it.

Saturday, 7 & Sunday, 8 Routine water and sewer, we received over 3 inches of rain over the week end.

Monday, 9 Had some water problems from storm, clean Glaze CR. Intake.

Tuesday, 10 Working on waste water report.

Wednesday, 11 Finish up on state reports.

Thursday, 12 Garbage pick-up around town, repaired loading ramps.

Friday, 13 Repaired utility vehicle rear end.

Saturday, 14 & Sunday, 15 Routine water and sewer.

Monday, 16 Locate, Woods Street.

Tuesday, 17 Repaired water line leak in upper cemetery.

Wednesday, 18 Clean and mowed lower cemetery.

Thursday, 19 Did physical shut off, water and sewer samples.

Friday, 20 Park maintenance, at the falls.

Saturday, 21 & Sunday 22 Routine water and sewer.

Monday, 23 Weed eating and sparing city grounds.

Tuesday, 24 More grounds maintenance.

Wednesday, 25 Meter reading.

Thursday, 26 Finish meters, rereads and high consumption.

Friday, 27 Parks maintenance.

Saturday, 28 & Sunday, 29 Routine water and sewer.

Monday, 30 Training new public works person.

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