

Notice of Public Meeting City Council Meeting

AGENDA

CITY OF FALLS CITY, OREGON

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

Thursday October 12, 2017 6:00 p.m.

Posted on September 6, 2017

1.) Call to Order

A) Roll Call: Terry Ungricht, Mayor____ Dennis Sickles ____ Lori Jean Sickles____
Jennifer Drill ____ Tony Meier____ Charlie Flynn ____ Clifford Lauder ____

2.) Pledge of Allegiance

3.) Motion to Adopt the Entire Agenda

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

A. Approval of the Billspages 1-5
B. Approval of September 14, 2017 Council Meeting Minutespages 6-17

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.

7.) New Business:

A. 2016/17 Audit.....pages 18-22
B. LOC handout.....pages 23-28
C. Water Bond final savings.....pages 29-32
D. New Business license.....pages 33-37
E. Ordinance 549-2017.....pages 38-44
F. Resolution 20-2017.....pages 45-57
G. Resolution 21-2017.....pages 58-68
H. Resolution 22-2017.....pages 69-72
I. Back flow testing.....pages 73-80
J. Revision of Sheriff Office procedures.....pages 81-92

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

A. Mayor Report..... pages 93-97
B. Council Reports
Polk County Sheriff Garton's report.....pages 98
Fire Department Monthly Report, January through May.....pages
Public Works Department Monthly Reportpages 99
Library Monthly Reportpage

8) Council Announcements

A. Next regular Council Meeting, November 9, 2017 6:00 pm.

9) Adjourn

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City of Falls City
Paid Bills Report
As of September 11, 2017

	Date	Memo	Account	Class	Amount
Dallas Auto Parts					
	09/11/2017	Statement 08.31	Accounts Payable		-29.42
	09/11/2017	Statement 08.31	Maintenance Supplies	20 WATER OPERATING FUND	14.71
	09/11/2017	Statement 08.31	Maintenance Supplies	11 STREET FUND	14.71
					0.00
Deisman Trucking & Excavation					
	09/11/2017	122358, rock	Accounts Payable		-630.29
	09/11/2017	122358, rock	Maintenance Supplies	11 STREET FUND	630.29
					0.00
Ferguson Waterworks					
	09/11/2017	Inv. DMCM095695	Accounts Payable		-95.97
	09/11/2017	Inv. DMCM095695	System Maintenance/Repair	20 WATER OPERATING FUND	95.97
					0.00
Total Ferguson Waterworks					
L & L Equipment					
	09/11/2017	08.31.2017	Accounts Payable		-30.70
	09/11/2017	sprayer wand	Maintenance Supplies	20 WATER OPERATING FUND	30.70
					0.00
Total L & L Equipment					
League of Oregon Cities Foundation					
	09/11/2017	donation	Accounts Payable		-50.00
	09/11/2017	League of Oregon Cities Foundation	Miscellaneous	01 GENERAL FUND:01.01 Administrativ	50.00
					0.00
Total League of Oregon Cities Foundation					
MNOP					
	09/11/2017	A305105-in	Accounts Payable		-704.60
	09/11/2017	A305105-in	Vehicle Operation	11 STREET FUND	350.00
	09/11/2017	A305105-in	Vehicle Operation	20 WATER OPERATING FUND	354.60
					0.00
Total MNOP					
Net Assets Corporation					
	09/11/2017	66-201708	Accounts Payable		-52.00
	09/11/2017	50% Lien service -66-201708	Professional Services	13 SEWER FUND	26.00
	09/11/2017	50% Lien service	Professional Services	20 WATER OPERATING FUND	26.00
					0.00
Total Net Assets Corporation					
Office Craft					
	09/11/2017	M99-5737	Accounts Payable		-54.57
	09/11/2017	M99-5737	Copier Lease/Maintenance	01 GENERAL FUND:01.01 Administrativ	54.57
					0.00
Total Office Craft					
Polk County Public Works					
	09/11/2017	Inv#0906171010	Accounts Payable		-13,428.27
	09/11/2017	Inv#0906171010, 2nd draw Dutch Creek Ferna Grant		11 STREET FUND	13,428.27
					0.00
Total Polk County Public Works					
Royal Flush Portables, Inc					
	09/11/2017	A-19015	Accounts Payable		-260.00
	09/11/2017	A-19015, summer park toilets	Professional Services	01 GENERAL FUND:01.03 Parks	260.00
					0.00
Total Royal Flush Portables, Inc					
Speer Hoyt LLC					
	09/11/2017	INV: 41528	Accounts Payable		-133.00
	09/11/2017	INV: 41528	Attorney/Special Council	01 GENERAL FUND:01.01 Administrativ	133.00
					0.00
Total Speer Hoyt LLC					
Terry Ungrecht					
	09/11/2017	August Expenses	Accounts Payable		-242.33
	09/11/2017	August Expenses	Travel/Meeting Expense	01 GENERAL FUND:01.01 Administrativ	242.33
					0.00
Total Terry Ungrecht					
Verizon Wireless					
	09/11/2017	9791577438	Accounts Payable		-37.96

City of Falls City
Paid Bills Report
 As of September 11, 2017

	Date	Memo	Account	Class	Amount
Total Verizon Wireless Williamson & Aebi, LLP	09/11/2017	September	Telephone	01 GENERAL FUND:01.01 Administrativ	18.98
	09/11/2017	9791577438	Telephone	20 WATER OPERATING FUND	18.98
					0.00
Total Williamson & Aebi, LLP Xerox Corporation	09/11/2017	August	Accounts Payable	01 GENERAL FUND:01.01 Administrativ	-893.60
	09/11/2017	35% August	Professional Services	01 GENERAL FUND:01.04 Municipal Co	312.76
	09/11/2017	5%	Professional Services	11 STREET FUND	44.68
	09/11/2017	10%	Professional Services	13 SEWER FUND	89.36
	09/11/2017	15%	Professional Services	20 WATER OPERATING FUND	134.04
				312.76	
				0.00	
Total Xerox Corporation Xerox Financial Services	09/11/2017	Inv 090486444	Accounts Payable	01 GENERAL FUND:01.01 Administrativ	-144.69
	09/11/2017	65% Inv 090486444	Maintenance Supplies	20 WATER OPERATING FUND	94.04
	09/11/2017	35%	Maintenance Supplies		50.65
				0.00	
Total Xerox Financial Services CenturyLink	09/11/2017	909600	Accounts Payable	01 GENERAL FUND:01.01 Administrativ	-180.75
	09/11/2017	lease July 65%, Inv 909600	Copier Lease/Maintenance	11 STREET FUND	117.49
	09/11/2017	lease 10%	Copier Lease/Maintenance	13 SEWER FUND	18.07
	09/11/2017	lease 10%	Copier Lease/Maintenance	20 WATER OPERATING FUND	18.07
	09/11/2017	lease 15%	Copier Lease/Maintenance		27.12
				0.00	
Total CenturyLink CIS Trust	09/21/2017	multiple phone bills September	Accounts Payable	01 GENERAL FUND:01.01 Administrativ	-435.51
	09/21/2017	September	Telephone	01 GENERAL FUND:01.03 Parks	185.40
	09/21/2017	multiple phone bills September	Telephone	20 WATER OPERATING FUND	71.74
	09/21/2017	multiple phone bills September	Telephone	01 GENERAL FUND:01.07 Fire Departm	178.37
					0.00
Total CIS Trust Consumers Power Inc	09/21/2017	2017/2018 2nd quarter worker comp	Accounts Payable	01 GENERAL FUND:01.01 Administrativ	-3,012.73
	09/21/2017	2017/2018 2nd quarter worker comp	Worker's Comp Insurance	01 GENERAL FUND:01.03 Parks	120.50
	09/21/2017	2017/2018 2nd quarter worker comp	Worker's Comp Insurance	01 GENERAL FUND:01.07 Fire Departm	90.38
	09/21/2017	2017/2018 2nd quarter worker comp	Worker's Comp Insurance	01 GENERAL FUND:01.04 Municipal Co	1,867.89
	09/21/2017	2017/2018 2nd quarter worker comp	Worker's Comp Insurance	11 STREET FUND	30.12
	09/21/2017	2017/2018 2nd quarter worker comp	Worker's Comp Insurance	13 SEWER FUND	331.40
	09/21/2017	2017/2018 2nd quarter worker comp	Worker's Comp Insurance	20 WATER OPERATING FUND	210.89
	09/21/2017	2017/2018 2nd quarter worker comp	Worker's Comp Insurance		361.55
					0.00
	09/21/2017	Account # 1155301	Accounts Payable	20 WATER OPERATING FUND	-150.82
	09/21/2017	September Power	Power/Heat		150.82
					0.00
Total Consumers Power Inc Costco	09/21/2017	00011840396395	Accounts Payable	01 GENERAL FUND:01.01 Administrativ	-60.00
	09/21/2017	City Membership	Office Supplies		60.00
				0.00	
Total Costco Edge Analytical	09/21/2017	17-23695 and 17-23684	Accounts Payable	20 WATER OPERATING FUND	-218.00
	09/21/2017	17-23695	Lab Analysis Services		20.00
	09/21/2017	17-23684	Lab Analysis Services	13 SEWER FUND	198.00
				0.00	
Total Edge Analytical JRE inc					

City of Falls City
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 As of September 11, 2017

	Date	Memo	Account	Class	Amount
Total JRE Inc	09/21/2017	Invoice 875	Accounts Payable		-170.00
	09/21/2017	batteries for fire station alarm	Fire Station Maint/Repairs	01 GENERAL FUND:01.07 Fire Departm	100.00
Pacific Power	09/21/2017	Invoice 875	Community Center Maint/Repairs	01 GENERAL FUND:01.01 Administrativ	70.00
					0.00
Total Pacific Power	09/21/2017	multiple accounts, 21091561-006 2	Accounts Payable		-1,549.86
	09/21/2017	September	Power/Heat	01 GENERAL FUND:01.07 Fire Departm	415.96
	09/21/2017	multiple accounts, 21091561-006 2	Power/Heat	01 GENERAL FUND:01.01 Administrativ	121.85
	09/21/2017	multiple accounts, 21091561-006 2	Power/Heat	01 GENERAL FUND:01.03 Parks	87.79
	09/21/2017	multiple accounts, 21091561-006 2	Power/Heat	13 SEWER FUND	229.42
	09/21/2017	multiple accounts, 21091561-006 2	Street Lights	11 STREET FUND	640.05
	09/21/2017	multiple accounts, 21091561-006 2	Power/Heat	20 WATER OPERATING FUND	54.79
					0.00
Pape Machinery	09/21/2017	10631599	Accounts Payable		-218.95
	09/21/2017	Equipment Repairs	Equipment Maintenance/Repair	11 STREET FUND	218.95
					0.00
Total Pape Machinery	09/21/2017	C2216758	Accounts Payable		-198.34
	09/21/2017	20% C226758	Vehicle Operation	11 STREET FUND	39.66
	09/21/2017	20%	Vehicle Operation	13 SEWER FUND	39.66
	09/21/2017	60%	Vehicle Operation	20 WATER OPERATING FUND	119.02
					0.00
Total Petro Card	09/21/2017	8000-9000-0969-9830	Accounts Payable		-301.50
	09/21/2017	Postage 20%	Office Supplies	01 GENERAL FUND:01.01 Administrativ	60.30
	09/21/2017	30%	Office Supplies	13 SEWER FUND	90.45
	09/21/2017	50%	Office Supplies	20 WATER OPERATING FUND	150.75
					0.00
Total Pitney Bowes	09/21/2017	66739	Accounts Payable		-237.00
	09/21/2017	1st quarter 2017-2018 INV#66739	Intergovernmental Services	01 GENERAL FUND:01.07 Fire Departm	237.00
					0.00
Total Polk County Sheriff's Office	09/21/2017	ARF43051	Accounts Payable		-170.00
	09/21/2017	ARF43051, Spine splint, field packs	Council Approved Projects	01 GENERAL FUND:01.07 Fire Departm	170.00
					0.00
Total Surplus Cashier	09/21/2017	Account Number: 4798 5312 1498 1146	Accounts Payable		-1,368.77
	09/21/2017	office supplies website registration	Office Supplies	01 GENERAL FUND:01.01 Administrativ	288.79
	09/21/2017	recertification	System Maintenance/Repair	20 WATER OPERATING FUND	1,079.98
					0.00
Total US Bank Visa	09/27/2017	41110-70695	Accounts Payable		-401.84
	09/27/2017	Gator Repair, due to stolen	Equipment Maintenance/Repair	20 WATER OPERATING FUND	401.84
					0.00
Total John Deere Financial	09/27/2017	234 Prospect	Accounts Payable		-575.00
	09/27/2017	234 Prospect	Tank Pumping	13 SEWER FUND	575.00
					0.00
Total King's Pumping Service	09/27/2017	Labor for performing upper park park ho:	Accounts Payable		-175.00
	09/27/2017	Labor for performing upper park park ho: Building Maintenance & Repair		01 GENERAL FUND:01.03 Parks	175.00

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	Date	Memo	Account	Class	Amount
Total Paul Errett					0.00
Petro Card					
	09/27/2017	C232092	Accounts Payable		-136.65
	09/27/2017	20% C232092	Vehicle Operation	11 STREET FUND	27.33
	09/27/2017	20%	Vehicle Operation	13 SEWER FUND	27.33
	09/27/2017	60%	Vehicle Operation	20 WATER OPERATING FUND	81.99
Total Petro Card					0.00
Royal Flush Portables, Inc					
	09/27/2017	A-19151	Accounts Payable		-192.89
	09/27/2017	A-19151 summer park tokens	Professional Services	01 GENERAL FUND:01.03 Parks	192.89
Total Royal Flush Portables, Inc					0.00
CenturyLink Business Services					
	10/04/2017	September 1420658317	Accounts Payable		-2.82
	10/04/2017	September 1420658317-85%	Telephone	01 GENERAL FUND:01.01 Administrativ	2.39
	10/04/2017	September 1420658317-15%	Telephone	20 WATER OPERATING FUND	0.43
Total CenturyLink Business Services					0.00
Deisman Trucking & Excavation					
	10/04/2017	172362, A/C Haul	Accounts Payable		-500.00
	10/04/2017	172362, A/C Haul	Maintenance Supplies	11 STREET FUND	500.00
Total Deisman Trucking & Excavation					0.00
Edge Analytical					
	10/04/2017	17-25809	Accounts Payable		-120.00
	10/04/2017	17-25809	Lab Analysis Services	13 SEWER FUND	120.00
Total Edge Analytical					0.00
Ferguson Waterworks					
	10/04/2017	Inv. 0604931	Accounts Payable		-34.48
	10/04/2017	Inv. 0604931	System Maintenance/Repair	20 WATER OPERATING FUND	34.48
Total Ferguson Waterworks					0.00
Grove, Mueller & Swank, PC					
	10/04/2017	Inv. 84465	Accounts Payable		-10,000.00
	10/04/2017	2016-2017 Audit	Audit Fees	01 GENERAL FUND:01.01 Administrativ	10,000.00
Total Grove, Mueller & Swank, PC					0.00
Knife River					
	10/04/2017	Inv. 1781010	Accounts Payable		-2,928.96
	10/04/2017	Fairroads patch work	Maintenance Supplies	11 STREET FUND	2,928.96
Total Knife River					0.00
Mid Willamette Valley COG					
	10/04/2017	Inv 1718101, 1718099	Accounts Payable		-5,487.50
	10/04/2017	Land use	Council of Governments Planning	01 GENERAL FUND:01.01 Administrativ	987.50
	10/04/2017	Recorder Recruitment	Professional Services	01 GENERAL FUND:01.01 Administrativ	4,500.00
Total Mid Willamette Valley COG					0.00
Mountain Valley Monitoring					
	10/04/2017	INV#2018	Accounts Payable		-90.00
	10/04/2017	Security Monitoring October- December,	Professional Services	01 GENERAL FUND:01.01 Administrativ	45.00
	10/04/2017	Security Monitoring	Professional Services	01 GENERAL FUND:01.07 Fire Departm	45.00
Total Mountain Valley Monitoring					0.00
Polk Community Development Corporation					
	10/04/2017	Loan 0009221	Accounts Payable		-2,241.81
	10/04/2017	Loan 0009221	M/H Land Payment	01 GENERAL FUND:01.09 Other/Debt	2,241.81
Total Polk Community Development Corporation					0.00
Surplus Cashier					
	10/04/2017	ARR4310	Accounts Payable		-4.00

**City of Falls City
Paid Bills Report
As of September 11, 2017**

	<u>Date</u>	<u>Memo</u>	<u>Account</u>	<u>Class</u>	<u>Amount</u>
Total Surplus Cashier	10/04/2017	Blood Monitoring ARK4310	Medical Supplies	01 GENERAL FUND:01.07 Fire Departm	4.00
Van Well Building Supply	10/04/2017	6 invoices	Accounts Payable		-605.22
	10/04/2017	Concrete Inv. 12527991, 12540981	Streets Maintenance/Repair	11 STREET FUND	33.84
	10/04/2017	Batteries Inv. 12585931	Maintenance Supplies	01 GENERAL FUND:01.07 Fire Departm	15.99
	10/04/2017	Park Host Site Inv. 1256981, 12592211, 1	Maintenance Supplies	01 GENERAL FUND:01.03 Parks	555.39
Total Van Well Building Supply					0.00
Verizon Wireless	10/04/2017	9793332790	Accounts Payable		-37.96
	10/04/2017	October	Telephone	01 GENERAL FUND:01.01 Administrativ	18.98
	10/04/2017	9793332790	Telephone	20 WATER OPERATING FUND	18.98
Total Verizon Wireless					0.00
Xerox Corporation	10/04/2017	Inv 090815708	Accounts Payable		-221.87
	10/04/2017	65% inv 090815708	Maintenance Supplies	01 GENERAL FUND:01.01 Administrativ	144.21
	10/04/2017	35%	Maintenance Supplies	20 WATER OPERATING FUND	77.66
Total Xerox Corporation					0.00
Xerox Financial Services	10/04/2017	937870	Accounts Payable		-180.75
	10/04/2017	lease Octover 65%, Inv 937870	Copier Lease/Maintenance	01 GENERAL FUND:01.01 Administrativ	117.49
	10/04/2017	lease 10%	Copier Lease/Maintenance	11 STREET FUND	18.07
	10/04/2017	lease 10%	Copier Lease/Maintenance	13 SEWER FUND	18.07
	10/04/2017	lease 15%	Copier Lease/Maintenance	20 WATER OPERATING FUND	27.12
Total Xerox Financial Services					0.00
Cliff Lauder	10/05/2017	Park Host Concrete Pad expenses reimt	Accounts Payable		-650.00
	10/05/2017	Park Host Concrete Pad expenses reimt Council Approved Projects		01 GENERAL FUND:01.03 Parks	650.00
Total Cliff Lauder					0.00

City of Falls City
City Council Regular Meeting Minutes
September 14, 2017 6:00 PM
Meeting Location: 320 N Main Street, Falls City, Oregon 97344

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

Staff Present: JoHanna Birr, City Clerk

Mayor Ungricht called the meeting to order at 6:03 pm.

1) Roll Call

Clerk Birr took roll call. Charlie Flynn arrived at 6:44 pm. Lori Jean Sickles arrived at 7:15 pm.

2) Pledge of Allegiance

Mayor Ungricht led the pledge.

3) 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 4-0-0. Ayes: Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles

4) Consent Agenda

A motion was made by Councilor D. Sickles and seconded by Councilor Meier to adopt the Consent Agenda with The addition of handouts; S&P Local Government Report- Draft (Exhibit A), Dani Haviland Parks and Recreation Committee application (Exhibit B), and Recorder Interview Scoring (Exhibit C). Motion carried 4-0-0. Ayes: Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles

5) Public Comments

Rose Bajorins, resident of Falls City complimented Council and Mayor Ungricht as the best she has experienced here. Ms. Bajorins brought a code enforcement issue to Council's attention. She would like to sell a property lot, but she stated a portion of the adjacent property is used as a dumping area. Without naming the alleged violator's name, she expressed that prominent city leader should be held to a higher standard and set an example.

Mayor Ungricht sympathized with Ms. Bajorins, however he made it clear the city cannot target or discriminate individuals.

Councilor Drill felt Ms. Bajorins concerns were not being address and felt the issue should be discussed further.

Mayor Ungricht explained that code enforcement is a complaint driven system set in place by previous Council. Unless written complaints are filed and a code enforcement person is hired, nothing can be done. Mayor Ungricht has had some success in speaking with individuals about correcting violations in the past. He added that the newly hired code enforcement employee withdrew his position due to family medical issues.

6) New Business

A. Second reading of Ordinance 548-2017 and consider Adoption LA 17-01

A motion was made by Councilor D. Sickles and seconded by Councilor Lauder that the City Council of the City of Falls City read the Ordinance 548-2017 for the **Second Time** by title only. "ORDINANCE 548-2017 AN

ORDINANCE ADOPTING A LEGISLATIVE TEXT AMENDMENT TO THE FALLS CITY ZONING AND DEVELOPMENT ORDINANCE SECTIONS 1.202.02, 2.210, 3.102, 3.103, 3.105.E, 3.105G.2, 3.105.H.3-5, 3.106.A, 3.106.B, 3.106.H, 3.208, and 3.210.01.B. FILE NO. LA 17-01 Motion carried 4-0-0. Ayes: Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles

A motion was made by Councilor Meier and seconded by Councilor D. Sickles that the City Council of the City of Falls City adopt Ordinance 548-2017, AN ORDINANCE ADOPTING A LEGISLATIVE TEXT AMENDMENT TO THE FALLS CITY ZONING AND DEVELOPMENT ORDINANCE SECTIONS 1.202.02, 2.210, 3.102, 3.103, 3.105.E, 3.105G.2, 3.105.H.3-5, 3.106.A, 3.106.B, 3.106.H, 3.208, and 3.210.01.B. FILE NO. LA 17-01 Motion carried 4-0-0. Ayes: Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles

B. Library Information

The School Board has been discussing the possibility of creating a teaching position for Andy Rommel, the Wagner Library Director. It is their hopes to retain him with his certifications to maintain state compliance for the library. Mayor Ungricht encouraged Council to consider the mandatory requirements and time frame to close the library. Action must be taken considering the financial budget. A motion to proceed with the closing of the library was made, seconded and eventually tabled during the August 2017 Council meeting.

Councilor Drill wanted to verify actions between Council and the School Board. Councilor Drill was concerned there was not sufficient communication and documentation between the City and School.

Councilor D. Sickles confirmed that the School Board was in agreement with beginning the closing process and it was discussed during a meeting at the recent retreat he attended. He stated it would be in the meeting's written minutes. He also confirmed Council did not agree to put it on the ballot.

During Mayor Ungricht's correspondences with the State Librarian, he has Cc'd Andy Rommel as well as the school administration.

The previous tabled motion was considered for Council vot

A motion was made by Councilor Meier and seconded by Councilor Lauder that the City Council of the City of Falls City close the Wagner Public Library as of June 30, 2018. Motion carried 4-0-0. Ayes: Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles

C. Municipal Code Replacement Pages for Planning Commission

Pages were not included in handouts. This item was postponed until the next meeting.

D. Water Bond Update

A few changes were made to the draft including principal employment and police service due to inaccuracy. Falls City received a credit score rating of AA-, the highest of all cities applying for refinancing. Comparatively, the federal government has a rating of AA. Mayor Ungricht informed Council the bond market was up and it should go to market early next week. He added that an estimated \$128,000 would be saved over the life of the loan. Payments were kept the same and would cut a few years off the life of the loan. All in all, Mayor Ungricht felt the report was a good representation of the city. (Exhibit A)

E. Committee Appointment

7

Amy Bliss and Dani Haviland, both of Falls City have applied for the Parks and Recreation Committee. One position is vacant; however the Committee is reviewing Committee Member absences. (Exhibit B)

Councilor Drill requested Council to accept her resignation from the Parks and Recreation Committee. She stated the meeting time of 11:00 am did not work out for her any longer.

Councilor Drill inquired to the vacancies on the Planning Commission. Mayor Ungricht explained that commission lies dormant until it has enough members to hold a quorum. This is why Council has been acting in place of the Planning Commission. He went on to elaborate on the differences between committees and commissions such as official training requirements, state regulations etc.

A motion was made by Councilor Lauder and seconded by Councilor Meier to grant consent to appoint Amy Bliss and Dani Haviland to the Parks and Recreation Committee. Motion carried 4-0-0. Ayes: Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles

7) Correspondence, Comments and Ex-Officio Reports

A. Mayors Report

Business Oregon feels the city would qualify for extra points on compliance issues for the water grant. It will go before the CBDG, Business Oregon and League of Oregon Cities; they will grade the application and present the award. The applications are due by December 31. Mayor Ungricht said that Falls City is the only one to ask for an intake at this time.

Joshua Thornton was hired several months ago as a Code Enforcement Officer. He had to resign this position due to family medical issues. Mayor Ungricht apologized for the failed attempt at fulfilling this much needed department.

The IGA with Polk County Sheriff's Office is drafted and will go before their attorney. The Sheriff's Office cannot enforce City Code without the IGA.

Options may include Council directing staff to refocus from land use. Mayor Ungricht pointed out that staff has saved the city and residents approximately \$10,000.00 by doing most of the work in office instead of funneling all inquiries through COG.

Mayor Ungricht is also asking people locally if they would be interested. He's met with the judge and court clerk and that the judge is very fair. He has budgeted 8 hours per week.

Councilor Drill referred to Ms. Bajorins' public comment. She asked Council their feelings on certain people being held to a higher standard due to prominence. Mayor Ungricht reiterated that the City cannot target people and that Council made the decision for a complaint driven system. He sympathized again with Ms. Bajorins, but added there is no mechanism in place to act. Councilor Meier agreed that everyone must be treated equally.

Councilor Drill saw both sides of the issue and feels Council needs to come up with something to rectify the situation. Councilor Lauder said Council should partake in the issue not make a decision and then lay it on the city's limited staff. He added that Mayor Ungricht can only do so much.

Councilor Drill and Councilor Lauder volunteered to help with Code Enforcement cases. Ms. Bajorins also volunteered to work on Code Enforcement.

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City Recorder scoring (Exhibit C)- Megan George declined the position due to another job offer. Cody De Camp will be hired as a clerk with a 90-day probationary period. After this period, based on performance he will be contracted into the exempt position of City Recorder. Mr. De Camp is financially astute and a quick learner.

Southwest Polk Rural Fire Department negotiations are at an impasse. It is widely felt that Chief Hertel is manipulating negotiations with misinformation regarding Falls City Fire Department and compliance. Mayor Ungricht is willing to have an outside assessment done to provide proof of compliance. He also feels it is unfortunate to end a contract relationship after 80 years pointing out Insurance Services Office (ISO) ratings will go from an impressive level four (4) to an eight (8).

Mayor Ungricht will give notice at the end of the month if the current contract is not extended or an improved version of the recently proposed agreement is not reached.

Mayor Ungricht asked for Council guidance on permitting Marijuana businesses, stating Falls City does not restrict marijuana related businesses within the city. Currently the marijuana tax portion of 75% is dispensed to cities as long as they do not outright restrict licensing. The City of Dallas for example restricted and is getting no taxes. Falls City will be receiving an allotment but not of the remaining 25% because we have no issued licenses.

Mayor Ungricht cannot envision a dispensary operating in Falls City due to location and other factors, however a processing operation would be possible in Commercial/ Industrial (CI) zoning. Those areas include Bowman's and possibly the old city dumpsite. If a business license were submitted for a CI zoned property, it would be processed under our current Code as permissible use of that zoning. The land use would not go before Council unless the code mandates it. Furthermore, a business license application could not be rejected by Council without fair and just cause as with any business license application.

Councilor Drill wanted to know the timeframe for restriction. If the issue were put on the November ballot it would be restricted until November pending voter outcome. Council previously chose not to put restrictions on the ballot due to measure 91 passing with 58% in favor of voter turnout legalizing recreational use of marijuana. Council opted to follow HB3400.

Councilors D. Sickles respects other's prerogatives but feels a good example should be set. The majority of Council agreed to stay at status quo. Councilor Drill is opposed to this type of business.

8) Council Announcements

Councilor Drill was concerned about dog feces in the parking strip in front of the High School. Mayor Ungricht suggested she volunteer for Code Enforcement and would send her a copy of Code. She was receptive to the suggestion.

Another item of concern was an RV parked behind the storage sheds at Green Haven RV Park owned by Dick Bowman and operated by Mike Bowman, his son. Councilor Drill observed that it is occupied but standing alone without hookups to septic or water.

Councilor D. Sickles said it may be necessary to adjust Council meeting time to 7:00 due to his Sports Director position at the school. He will let Council know if it begins to conflict. He will also try and arrange for Art Houghtaling to cover for him during home games.

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Sheriff's Report

Sheriff Garton was unable to attend the meeting.

Library Report

9) Adjourn

The meeting adjourned at 7:20 pm.

_____ Mayor Terry Ungricht

Attested: _____ City Clerk JoHanna Birr

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Application for Committees

City of Falls City

299 Mill Street, Falls City, Oregon 97344

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

Contact Information

Name: Dan Haviland
 Street Address: [Redacted]
 Mailing Address: same
 City/State/Zip Code: Falls City 97344
 Home Phone: [Redacted]
 Work Phone: [Redacted]
 E-Mail Address: same [Redacted]

Background

Years of Residence in Falls City: 2 1/2
 Place of Employment: retired
 Occupation:
 Educational Background: some college

Prior Civic Activities: School Activities: Writing opportunities for middle school through high school

Committees of Interest

Please check all of the following Committees that interest you:

- Budget Review Committee
- Parks and Recreation Committee
- Public Works Committee
- Historic Landmark Commission
- Planning Commission

//

*Please continue to reverse side of form for completion.

Special Skills or Qualifications

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

public speaking, research, writing experience
sales & purchasing

Motivation

Discuss your motivation for serving on this Committee.

I want to see parks & recreation areas taken care of for both short & long term. My home is in an estate for my granddaughters & I want her to have parks in the future.
(Also have business licence here).

Special Notice

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

Agreement and Signature

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

Name (printed) Dan. Haviland
Signature [Redacted]
Date 9-13-17

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

DRAFT

S&P Local Government Report

S&P Global Ratings assigned its confidential 'AA-' issuer credit rating (ICR) to Falls City, Ore as part of the series 2017 Oregon Cities Pooled bonds. The outlook is stable.

The bonds are secured by each cities' full faith and credit as security for each financing agreement made separately from four borrowers: Lakeside, Ione, Falls City, and Rogue River. The financing payments shall be payable from the general, non-restricted revenues of each City, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution, and is not subject to appropriation. Each city is not required to pay any portion of another government's financing agreement. The bonds are being issued to refund existing loans to the borrowers with the United States Department of Agriculture and the Oregon Infrastructure Authority.

The rating reflects our view of the city's:

- Weak economy, with projected per capita effective buying income at 73.1% and market value per capita of \$53,441, though that is advantageously gaining from access to a broad and diverse metropolitan statistical area (MSA);
- Adequate management, with "standard" financial policies and practices under our Financial Management Assessment methodology;
- Very strong budgetary performance, with operating surpluses in the general fund and at the total governmental fund level in fiscal 2016;
- Very strong budgetary flexibility, with an available cash reserve in fiscal 2016 of 85% of operating expenditures but that is low on a nominal basis at \$234,000;
- Very strong liquidity, with total government available cash at 3.9x total governmental fund expenditures and 145.8x governmental debt service, and access to external liquidity we consider strong;
- Very strong debt and contingent liability position, with debt service carrying charges at 2.7% of expenditures and net direct debt that is 19.0% of total governmental fund revenue, as well as low overall net debt at less than 3% of market value; and
- Strong institutional framework score.

Weak economy

We consider Falls City's economy weak. The city, with an estimated population of 950, is located in Polk County in the Salem, OR MSA, which we consider to be broad and diverse. The city has a projected per capita effective buying income of 73.1% of the national level and per capita market value of \$53,441. Overall, the city's market value grew by 11.0% over the past year to \$50.8 million in 2017. The county unemployment rate was 5.1% in 2016.

Falls City is roughly 25 miles west of Salem in Polk County in western Oregon. Incorporated in 1891, the city provides a full range of municipal services including police services, fire protection, parks, streets, utility infrastructure, cemeteries, and general administrative services. In addition, the city

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operates a sanitary sewer system. The majority of the top ten taxpayers are in the lumber industry or are individual owners owning multiple properties.

Adequate management

We view the city's management as adequate, with "standard" financial policies and practices under our Financial Management Assessment methodology, indicating the finance department maintains adequate policies in some but not all key areas. Our assessment of the city's policies and practices reflects its realistic and well-grounded revenue and expenditure assumptions, which have historically been conservative. The city provides annual updates of budget performance to city council, and has a willingness to generate supplemental budgets within the year to amend appropriations. The city does not maintain a rolling long-term capital plan, but has a comprehensive capital plan last updated in July 2013. The city is planning to update the plan this year. In addition, the city maintains a wastewater facility plan and street improvement plan. With investment management, the city reports to the council on the performance and composition of its investments annually. We understand the city does not have a formal long-term financial plan, a comprehensive debt management policy, or a reserve policy.

Very strong budgetary performance

The city has consistently maintained a strong financial position, supported by significant operational surpluses in fiscal 2016 and 2017. The city had operating surpluses of 27% of expenditures in the general fund and of 23.3% across all governmental funds in fiscal 2016. In the past few years, the city has focused on economic development such as improved services and road infrastructure, including utilizing a grant for a park expansion. The city has budgeted for balanced operations in fiscal 2018, which include payroll increases and new hires. According to management, the city's budgeting process is conservative, with the city historically outperforming its budgets. Oregon requires its local governments to submit balanced budgets, which include fund balances and interfund transfers. We expect the city to continue to actively manage its operations to maintain financial stability and budgetary performance to remain at very strong levels.

The city recently received a grant for the Mitchell Street Dutch Creek Culvert Replacement Project, with the Federal Emergency Management Administration (FEMA) paying 75% of the cost and the Oregon Infrastructure Finance Authority (OIFA) covers 25%. The bridge will benefit the city and county, be managed by the county, and will be fully paid by FEMA and OIFA.

Very strong budgetary flexibility

Falls City's budgetary flexibility is very strong, in our view, with an available cash reserve in fiscal 2016 of 85% of operating expenditures. We expect the available cash reserve to remain above 30% of expenditures for the current and next fiscal years, which we view as a positive credit factor. However, despite being high as a percentage of expenditures, the city's reserves are low on a nominal basis at \$234,000, which we view as vulnerably low and a negative credit factor. Negatively affecting budgetary flexibility, in our view, is Falls City's use of cash accounting, which reduces clarity about the amount of funds that are truly available. In line with the balanced 2018 budget, we expect available fund balance to remain at very strong levels in the medium term.

Very strong liquidity

In our opinion, Falls City's liquidity is very strong, with total government available cash at 3.9x total governmental fund expenditures and 145.8x governmental debt service in 2016. In our view, the city has strong access to external liquidity if necessary. The city has \$1.2 million in cash and cash equivalents, with investments held in the local government investment pool. In our view, the city has strong access to external liquidity if necessary, based on our view of its demonstrated access to external financing during the past 20 years in the form of water system revenue bonds. The city has consistently maintained a very strong liquidity position, and we do not anticipate a change in these ratios. Management has confirmed that the city has no alternative financing obligations outstanding, which we find can represent a source of contingent liquidity risk, for general-fund-related debt.

Very strong debt and contingent liability profile

In our view, Falls City's debt and contingent liability profile is very strong. Total governmental fund debt service is 2.7% of total governmental fund expenditures, and net direct debt is 19.0% of total governmental fund revenue. Overall net debt is low at 1.5% of market value, which is in our view a positive credit factor. Since the city issued the revenue bonds in 2003, the bonds have been paid entirely out of the water fund. The city is required to maintain restricted reserve, currently at \$65,473. The city expects the series 2017 bonds will continue to be paid out of the water fund.

The city's required pension contribution is its actuarially determined contribution, which is calculated at the state level based on an actuary study for Oregon Public Employees Retirement System (PERS), which manages pooled multi-employer plans. Falls City's pension contributions totaled 5.0% of total governmental fund expenditures in 2016. The city made its full annual required pension contribution in 2016. We view the city's reported proportional share funded ratio, which we calculate as the plan fiduciary net position as a percentage of the total pension liability, as good, at 80.5%. We understand higher contribution rates are likely in the future years following an Oregon Supreme Court decision that struck down legislation designed to reduce the statewide PERS liability. The legislature considered follow-up proposals in the recently concluded session but has yet to take action. The city does not offer an other post employment benefits plan.

Strong institutional framework

The institutional framework score for Oregon municipalities is strong.

Outlook

The stable outlook reflects our view that the city's consistent, very strong available fund balance and financial position will continue. The outlook further reflects the city's very strong debt profile and stable economic base. We do not anticipate changing the rating in the next two years.

Upward scenario

We could raise the rating if the city's underlying economy strengthens, while maintaining very strong available fund balances.

Downward scenario

We could lower the rating if the city's debt profile materially weakens or the city experiences structural imbalances, deteriorating its financial flexibility.

RECORDER INTERVIEW SCORING
August 31, 2017

Cody DeCamp														Minus questions	
Question number	1	2	3	4	5	6	7	8	9	10	11	12		2 & 12	
															Total
Terry Ungricht	9	9	7	4	8	7	7	8	9	8	8	6	90	-15	75
No signature	6		5	7	5	5	6	6	4	8	5		57		57
Cliff Lauder	8		7	1 0	7	7	8	5	8	7	3		70		70
Lori Sickles	7		7	8	7	9	7	8	9	6	9		77		77
Charlie Flynn	5	8	5	7	7	6	6	4	8	4	6		66	-8	58
Jenn Drill	5		7	8	7	6	7	7	8	8	9		72		72
														Total	409
Megan George															
Jenn Drill	3		6	6	6	6	5	6	7	6	7		58		58
Charlie Flynn	6	7	5	5	7	6	6	6	6	7	8		69	-7	62
Lori Sickles	10		9	9	8	8	7	8	9	7	1 0		85		85
Cliff Lauder	10		9	1 0	1 0	1 0	9	1 0	9	1 0	1 0		97		97
Tony Meier	8		8	8	8	7	7	8	8	9	1 0		81		81
Terry Ungricht	9	8	10	8	9	9	1 0	1 0	6	9	8	1 0	106	-18	88
														Total	471

All but one Councilor scored Ms. George as the highest candidate.

Comments Mr. DeCamp;

Lacks Experience. Seems willing to learn. Great long term candidate. Idealistic, Committed, Relationship orientated, early arrival.

Comments Ms. George;

Most experienced for the job and able to take on many of the task with least amount of training. Strong multi task. Megan would be my choice because she would be able to contribute the most although she might not stay the longest. Focused, Knows what to look at and for, Goal focused, Professional Public worker.

Comments General;

Feels we need to select the most experienced person for benefit to City (Megan).

Questions 2, "Why Falls City and what do you know about Community" and question 12, "Do you have questions for us" were thrown out because only 2 scored #2 and 1 scored #12 .

AGENDA REPORT

TO: CITY COUNCIL
FROM: TERRY UNGRICHT, MAYOR
SUBJECT: 2016/17 AUDIT
DATE: 09/26/2017

SUMMARY

The auditor was in on September 18, 2017 to perform the yearly budget/procedure audit.

BACKGROUND

During the Audit we will have an exception on our 2017/18 budget. For some reason I did not equal out the transfers. We budget 1.5 FTE for Public Works in sewer and the same in water to pay our Public Works employees. I always transfer \$20,000 from Water to Sewer to cover the time spent working in the water department, Water requires the most hours out of all of our departments. I did the \$20,000 out of water, but only budgeted \$15,000 into sewer, not sure why I made this mistake and will cure when I do a supplemental later in the year. But it will be a noted exception in the audit.

Another question the auditors had was why we approximately \$10,000 less in water revenue over the 15/16 budget. I filled out the reports but did not notice the amount. So I audited our water revenues and was surprised to see that Luckiamute COOP used 4.656 million gallons less in water this year compared to last, which resulted in a reduction of revenue of \$8,498.06. I was worried that we were not billing correctly on the 200,000 gallon per vault minimum, but this was not the case, it was just due to their decreased water usage from us. I am attaching the paper work that I used to perform the audit for your information. I have instituted a monthly report on their usage that I will go over, Luckiamute is still living up to their agreement and using more than we agreed to, but it is something that we will monitor. Luckiamute is scheduled to have their last \$.10 increase per our agreement that will bring them up to the \$2.55 that our residential customers are paying.

Other than these two issues I do not know of any other exceptions we will see when the final audit report is presented to us.

PREVIOUS COUNCIL/COMMITTEE ACTION N/A

ALTERNATIVES/FINANCIAL IMPLICATIONS N/A

STAFF RECOMMENDATION N/A

PROPOSED MOTIONS

N/A

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Usage Report

From: 07/01/2016 Through: 06/30/2017

Sorted By: Account Number

For 523

Location No	Acct No.	Name	Service Address	Route	Meter No.	Change Out	Size	Service	Tran Date	Measure	Act Usage	Bill Usage	Adj Usage	Adj Amt	Charges	Prior Date	Prior Read	Current Date	Current Read
595	523	LUCKIAMUTE DOMESTIC	100 BRIDGEPORT WAYMIRE	NONE	04312337		4" METER	WATER	07/26/2016	Gallons	913000	913000	0	0.00	2145.55	06/24/2016	43967	07/25/2016	44880
					04312337		4" METER	WATER	08/26/2016	Gallons	1231000	1231000	0	0.00	2892.85	07/25/2016	44880	08/25/2016	46111
					04312337		4" METER	WATER	09/26/2016	Gallons	625000	625000	0	0.00	1468.75	08/25/2016	46111	09/26/2016	46736
					04312337		4" METER	WATER	10/26/2016	Gallons	321000	321000	0	0.00	754.35	09/26/2016	46736	10/25/2016	47057
					04312337		4" METER	WATER	11/28/2016	Gallons	275000	275000	0	0.00	646.25	10/25/2016	47057	11/28/2016	47332
					04312337		4" METER	WATER	12/27/2016	Gallons	206000	206000	0	0.00	484.10	11/28/2016	47332	12/26/2016	47538
					04312337		4" METER	WATER	01/26/2017	Gallons	265000	265000	0	0.00	622.75	12/26/2016	47538	01/25/2017	47803
					04312337		4" METER	WATER	02/26/2017	Gallons	404000	404000	0	0.00	949.40	01/25/2017	47803	02/25/2017	48207
					04312337		4" METER	WATER	03/26/2017	Gallons	87000	87000	0	0.00	470.00	02/25/2017	48207	03/24/2017	48294
					04312337		4" METER	WATER	04/26/2017	Gallons	251000	251000	0	0.00	589.85	03/24/2017	48294	04/25/2017	48545
					04312337		4" METER	WATER	05/26/2017	Gallons	261000	261000	0	0.00	610.82	04/25/2017	48545	05/25/2017	48806
					04312337		4" METER	WATER	06/26/2017	Gallons	620000	620000	0	0.00	1519.00	05/25/2017	48806	06/26/2017	49426

Grand Totals

WATER 5459000 Gallons 5459000

0.00 13153.67

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Number of Accounts 1
 Number of Locations 1
 Account/Location Combinations 1

15/16 Revenue 28,329.30
 16/17 Revenue 19,831.14
(8498.06)

Combined 16/17 Luckiamute usage
 7,730,000 Gallons
 Combined Revenue \$19,831.14

Water used
 15/16 ~~7,730,000~~ 12,386,000 gallons
 16/17 7,730,000 gallons
 Difference (4,656,000) gallons

Usage Report

From: 07/01/2016 Through: 06/30/2017

Sorted By: Account Number

For 215

Location No	Acct No.	Name	Service Address	Route	Change Out	Size	Service	Tran Date	Measure	Act Usage	Bill Usage	Adj Usage	Adj Amt	Charges	Prior Date	Prior Read	Current Date	Current Read
228	215	LUCKIAMUTE DOMESTIC	19000 FALLS CITY HWY	NONE														
52372460		WATER	304000.						Gallons	304000.	304000.	0.	0.00	714.40	06/24/2016	590338	07/25/2016	59342
52372460		WATER	397000.						Gallons	397000.	397000.	0.	0.00	932.95	07/25/2016	59342	08/25/2016	59739
52372460		WATER	241000.						Gallons	241000.	241000.	0.	0.00	566.35	08/25/2016	59739	09/26/2016	59980
52372460		WATER	147000.						Gallons	147000.	147000.	0.	0.00	470.00	09/26/2016	59980	10/25/2016	60127
52372460		WATER	131000.						Gallons	131000.	131000.	0.	0.00	470.00	10/25/2016	60127	11/28/2016	60258
52372460		WATER	101000.						Gallons	101000.	101000.	0.	0.00	470.00	11/28/2016	60258	12/26/2016	60359
52372460		WATER	117000.						Gallons	117000.	117000.	0.	0.00	470.00	12/26/2016	60359	01/25/2017	60476
52372460		WATER	255000.						Gallons	255000.	255000.	0.	0.00	599.25	01/25/2017	60476	02/25/2017	60731
52372460		WATER	59000.						Gallons	59000.	59000.	0.	0.00	470.00	02/25/2017	60731	03/24/2017	60790
52372460		WATER	133000.						Gallons	133000.	133000.	0.	0.00	470.00	03/24/2017	60790	04/25/2017	60923
52372460		WATER	133000.						Gallons	133000.	133000.	0.	0.00	424.67	04/25/2017	60923	05/25/2017	61056
52372460		WATER	253000.						Gallons	253000.	253000.	0.	0.00	619.85	05/25/2017	61056	06/26/2017	61309

Grand

Totals

WATER 2271000. 2271000. 0.00 6677.47

20

Number of Accounts
Number of Locations
Account/Location Combinations

CONTRACT SPECIFIES 200,000 gallons minimum usage between the 2 vaults
Combined monthly use;

7/26/16 1,217,000 gallons
8/26/16 1,628,000
9/26/16 866,000
10/26/16 468,000
11/28/16 406,000
12/27/16 307,000

Current charge is 245 per unit (1000 gal)
will raise to 255 for May Billing

1/26/17 382,000
2/26/17 659,000
3/26/17 146,000
4/26/17 384,000
5/26/17 399,000
6/26/17 873,000

Usage Report

From: 07/01/2015 Through: 06/30/2016
 Sorted By: Account Number
 For 523

Location No	Acct No.	Name	Service Address	Route	Meter No.	Change Out	Size	Tran Date	Measure	Act Usage	Bill Usage	Adj Usage	Adj Amt	Charges	Prior Date	Prior Read	Current Date	Current Read
595	523	LUCKIAMUTE DOMESTIC	100 BRIDGEPORT WAYMIRE	NONE	04312337		4" METER	07/26/2015	Gallons	1688000.	1688000.	0.	0.00	3798.00	06/25/2015	34481	07/24/2015	36169
		WATER			04312337		4" METER	08/26/2015	Gallons	1677000.	1677000.	0.	0.00	3773.25	07/24/2015	36169	08/25/2015	37846
		WATER			04312337		4" METER	09/26/2015	Gallons	892000.	892000.	0.	0.00	2007.00	08/25/2015	37846	09/25/2015	38738
		WATER			04312337		4" METER	10/26/2015	Gallons	797000.	797000.	0.	0.00	1793.25	09/25/2015	38738	10/26/2015	39535
		WATER			04312337		4" METER	11/27/2015	Gallons	509000.	509000.	0.	0.00	1145.25	10/26/2015	39535	11/25/2015	40044
		WATER			04312337		4" METER	12/29/2015	Gallons	702000.	702000.	0.	0.00	1579.50	11/25/2015	40044	12/29/2015	40746
		WATER			04312337		4" METER	01/26/2016	Gallons	520000.	520000.	0.	0.00	1170.00	12/29/2015	40746	01/26/2016	41266
		WATER			04312337		4" METER	02/26/2016	Gallons	489000.	489000.	0.	0.00	1100.25	01/26/2016	41266	02/26/2016	41755
		WATER			04312337		4" METER	03/26/2016	Gallons	394000.	394000.	0.	0.00	886.50	02/26/2016	41755	03/25/2016	42149
		WATER			04312337		4" METER	04/26/2016	Gallons	506000.	506000.	0.	0.00	1138.50	03/25/2016	42149	04/26/2016	42655
		WATER			04312337		4" METER	05/26/2016	Gallons	562000.	562000.	0.	0.00	1320.70	04/26/2016	42655	05/25/2016	43217
		WATER			04312337		4" METER	06/26/2016	Gallons	750000.	750000.	0.	0.00	1762.50	05/25/2016	43217	06/24/2016	43967

Grand Totals

WATER 9486000. 9486000. 0. 0.00 21474.70

Number of Accounts 1
 Number of Locations 1
 Account/Location Combinations 1

21

Combined 15/16 Luckiamute usage
 12,386,000 gallons

Combined Revenue
 \$28,329.20

Usage Report

From: 07/01/2015 Through: 06/30/2016
 Sorted By: Account Number
 For 215

Location No	Acct No.	Name	Service	Tran Date	Measure	Act Usage	Bill Usage	Adj Usage	Adj Amt	Charges	Prior Date	Prior Read	Current Date	Current Read
228	215	LUCKIAMUTE DOMESTIC				19000 FALLS CITY HWY			NONE					
52372460		3" METER	WATER	07/26/2015	Gallons	394000.	394000.	0.	0.00	886.50	06/25/2015	56138	07/24/2015	56532
52372460		3" METER	WATER	08/26/2015	Gallons	426000.	426000.	0.	0.00	958.50	07/24/2015	56532	08/25/2015	56958
52372460		3" METER	WATER	09/26/2015	Gallons	256000.	256000.	0.	0.00	576.00	08/25/2015	56958	09/25/2015	57214
52372460		3" METER	WATER	10/26/2015	Gallons	259000.	259000.	0.	0.00	582.75	09/25/2015	57214	10/26/2015	57473
52372460		3" METER	WATER	11/27/2015	Gallons	173000.	173000.	0.	0.00	450.00	10/26/2015	57473	11/25/2015	57646
52372460		3" METER	WATER	12/29/2015	Gallons	231000.	231000.	0.	0.00	519.75	11/25/2015	57646	12/29/2015	57877
52372460		3" METER	WATER	01/26/2016	Gallons	177000.	177000.	0.	0.00	450.00	12/29/2015	57877	01/26/2016	58054
52372460		3" METER	WATER	02/26/2016	Gallons	175000.	175000.	0.	0.00	450.00	01/26/2016	58054	02/26/2016	58229
52372460		3" METER	WATER	03/26/2016	Gallons	151000.	151000.	0.	0.00	450.00	02/26/2016	58229	03/25/2016	58380
52372460		3" METER	WATER	04/26/2016	Gallons	198000.	198000.	0.	0.00	450.00	03/25/2016	58380	04/26/2016	58578
52372460		3" METER	WATER	05/26/2016	Gallons	208000.	208000.	0.	0.00	488.80	04/26/2016	58578	05/25/2016	58786
52372460		3" METER	WATER	06/26/2016	Gallons	252000.	252000.	0.	0.00	592.20	05/25/2016	58786	06/24/2016	59038

Grand Totals

WATER 2900000. 2900000. 0. 0.00 6854.50

Number of Accounts 1
 Number of Locations 1
 Account/Location Combinations 1

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AGENDA REPORT

TO: CITY COUNCIL
FROM: DOMENICA PROTHEROE, CITY CLERK THROUGH MAYOR UNGRICHT
SUBJECT: LOC FREQUENTLY ASKED QUESTIONS ON LEGISLATIVE, ADMINISTRATIVE AND QUASI-JUDICIAL DECISIONS
DATE: 09/18/2017

SUMMARY

Attached please find an educational report issued by League of Oregon City in September 2017.

BACKGROUND	N/A
PREVIOUS COUNCIL/COMMITTEE ACTION	N/A
ALTERNATIVES/FINANCIAL IMPLICATIONS	N/A
STAFF RECOMMENDATION	N/A
PROPOSED MOTIONS	N/A



FAQ

LEAGUE OF OREGON CITIES

FAQ on Legislative, Administrative and Quasi-Judicial Decisions

SEPTEMBER 2017

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FAQ – Legislative, Administrative and Quasi-Judicial Decisions

Under the United States Constitution, the federal government is divided into three separate, equal branches. The Legislative branch enacts the law and authorizes the budget; the Executive branch implements and enforces the law; and the Judicial branch interprets the law and applies the law to specific facts and circumstances. With the memory of England's King George III fresh in their minds, America's Founding Founders believed that a government comprising separate, equal branches was the best way to avoid the concentration of power and the path towards tyranny. Oregon's state government functions the same way, by dividing power among the Legislative Assembly, the governor, and the courts. Most cities, however, vest all powers of government in their city council, which functions as the legislative, executive and judicial body. Because a single council plays multiple roles in city government, the council's actions may have different legal ramifications. As this FAQ demonstrates, the nature of a council's actions has important consequences for a city and its residents.

Please note that the following information is intended to provide city officials with a starting point for understanding the different roles of a council and different council decisions. It is not a substitute for legal advice. LOC members with further questions are encouraged to consult with their city attorney or call LOC legal staff.

Finally, it's important to note that the following information may not be applicable to every city. Each city and city council operates according to the provisions laid out in its charter and their locally-adopted council rules.

1. What Types of Decisions do City Councils Make?

City councils generally make one of three types of decisions: legislative, executive and quasi-judicial. Councils may operate slightly differently, however, according their city's charter or locally-adopted council rules.

2. What is the Council's Legislative Role?

Perhaps most prominently, a city council acts as the legislative body for a city. Put simply, the council makes laws for the city, much as the Oregon Legislative Assembly makes laws for the state. Subject to the people's initiative and referendum power, the council is the only body within the city that can enact legislation, and is the highest authority within city government to resolve policy issues. Individual councilors, apart from the council, generally lack any authority to make laws or policy decisions.

3. How Does the Council Exercise its Legislative Power?

Councils make legislative decisions by enacting ordinances. A council must take a formal action to adopt an ordinance, and the process for adopting an ordinance is set out in the city charter. The process of adopting an ordinance must also conform with the council rules. For example, the charter may require the council to read a proposed ordinance at two consecutive meetings before voting to adopt the ordinance. The council rules may address whether the proposed ordinance must be made available to the public, or whether the public has the right to comment on the proposed ordinance.

4. What is the Council's Executive Role?

In many cities, the council acts as the executive body and makes administrative decisions for the city. In that role, the council acts as a collective body to oversee the administration of city functions.

The precise amount of executive authority that a council exercises will depend on the city charter. In a council-manager form of government, much of the city's executive authority is delegated to a professional manager. In a council-mayor form of government, the council itself is responsible for carrying out the executive role of government. That may include managing city finances, entering contracts, hiring staff, and ensuring compliance with state and federal law. In Oregon, two cities—Beaverton and Portland—have different forms of government from the council-mayor and council-manager model. In Beaverton, the "strong mayor" acts as the executive for the city. In Portland, the councilors also serve as commissioners over various city departments. Thus, executive power is dispersed among different council members.

5. How Does the Council Exercise its Executive Power?

The council exercises its executive power as a collective body, through resolutions or motions. Less formal than an ordinance, a resolution typically deals with matters of a special or temporary nature and reflects an expression of opinion or policy. Resolutions are prepared before a council meeting, and are thus always written down. Some common uses of resolutions include approving a contract, hiring a new employee, and applying for a grant.

Motions have the same legal effect as resolutions, but are not typically written down (although they will be recorded in the meeting minutes). The process for making a motion is governed by a city charter or council rules. Motions are often used in the process of enacting an ordinance. For example, a councilor may make a motion to have a second reading of a proposed ordinance, or a motion to vote on the enactment of a proposed ordinance.

6. What is the Council's Judicial Role?

A city council has the power to make law (legislative) and the power to execute the law (administrative). The council also has the power to decide the rights of individuals or small groups of individuals by applying the law to a specific set of facts. In other words, the council can act like a court by applying legal rules to a set of circumstances and reaching a decision

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based on those facts. When a council makes that type of decision, it is acting in a “quasi-judicial” role. A three-part test is used to determine if a council is making a quasi-judicial decision:

- The council is applying a specific rule or policy;
- To a specific situation; and
- The council must make a final decision.

Some common examples of quasi-judicial decisions include land use appeals, licensing appeals, personnel decisions, and contracting code disqualification appeals.

7. Do Citizens Have Any Legal Rights When the Council Makes a Quasi-Judicial Decision?

Yes. The Fourteenth Amendment to the U.S. Constitution guarantees all people the right to “due process.” The U.S. Supreme Court has determined that due process includes the following rights and protections when the government makes a quasi-judicial decision:

- The person affected by the decision must be informed of the decision;
- The person affected by the decision must be permitted to address the decision-maker at a hearing before the final decision is made; and
- The person affected by the decision has the right to an impartial decision-maker.

Knowing the difference between legislative, executive and quasi-judicial decisions is very important, because a city council making a quasi-judicial decision must ensure that it complies with due process requirements.

8. How do We Know if a Council is Impartial?

As noted above, due process requires an impartial decision-maker in quasi-judicial decisions. The law contains three restrictions meant to ensure impartiality.

First, the law prohibits *ex parte* contacts. An *ex parte* contact is any communication or information about a quasi-judicial matter obtained from any source outside the hearing. An *ex parte* contact may be something as simple as a developer emailing a councilor about an upcoming land use appeal. If a councilor has an *ex parte* contact about a quasi-judicial matter, the councilor must fully disclose the communication at a hearing and give the affected parties the chance to respond to the information.¹

Second, the law requires that members of a council be unbiased when making a quasi-judicial decision. If a councilor is biased, they are required to recuse themselves from a decision. If a

¹ For example, state law prohibits *ex parte* contacts in the land use planning context. ORS 227.180(3).

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party raises the issue of bias or if a councilor thinks that they may be biased, they should consult with their city attorney.²

Finally, state law prohibits participation in a quasi-judicial decision if a councilor has a conflict of interest. Conflicts of interest always involve financial gain or detriment. If a councilor has the appearance of a conflict of interest, they must disclose the potential conflict. If a councilor has an actual conflict of interest, they must recuse themselves from the decision.³

² Under state law, there are two types of bias: “prejudgment” and “personal interest.” Bias requires an actual, not just apparent, interest in the outcome of the decision. *See 1000 Friends of Oregon v. Wasco Cnty. Court*, 304 Or 76, 83 (1987).

³ A conflict of interest arises when a quasi-judicial decision-maker has a personal, financial interest in the outcome of a matter on which he or she is deciding. ORS 244.010(1).

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AGENDA REPORT

TO: CITY COUNCIL
FROM: TERRY UNGRICH, MAYOR
SUBJECT: WATER BOND FINAL SAVINGS
DATE: 10/02/2017

SUMMARY

The Falls City Council gave Mayor Ungricht authority to sign for the issuance of a new water bond to repay the current USDA bond on the water treatment plant.

BACKGROUND

The water bond with D.A. Davidson has gone to market and the savings are locked in over the life of the new bond debt. We did an actual savings of \$259,076.63 over the USDA bond, they figure in present value savings over the life of \$148,868.41. We were able to lower the terms by three years and reduce the payment in each year, Exhibit A.

Instead of a yearly payment that we had under the USDA bond, the payment will be twice a year, one interest payment October 1st of each year and one principal and interest payment on April 1st of each year, Exhibit B.

PREVIOUS COUNCIL/COMMITTEE ACTION Passed Resolution 18-2017 granting the Mayor authority to negotiate and sign new bond.

ALTERNATIVES/FINANCIAL IMPLICATIONS Savings in Exhibits.

STAFF RECOMMENDATION

EXHIBITS

- a) Bond savings
- b) Bond debt service

PROPOSED MOTIONS

N/A

Exhibit A

SAVINGS

Oregon Cities Financing Pool
Falls City Refunding Financing Agreement

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 10/11/2017 @ 2.7468151%
06/30/2018	65,450.45	63,936.46	1,513.99	1,230.74
06/30/2019	65,450.26	63,512.50	1,937.76	1,416.62
06/30/2020	65,558.09	62,812.50	2,745.59	2,137.72
06/30/2021	65,450.27	61,762.50	3,687.77	2,944.18
06/30/2022	65,450.02	60,712.50	4,737.52	3,800.50
06/30/2023	65,449.82	64,662.50	787.32	302.04
06/30/2024	65,544.66	63,062.50	2,482.16	1,723.31
06/30/2025	65,450.55	61,462.50	3,988.05	2,914.39
06/30/2026	65,450.17	64,862.50	587.67	146.02
06/30/2027	65,450.27	63,062.50	2,387.77	1,541.81
06/30/2028	65,528.01	61,262.50	4,265.51	2,920.47
06/30/2029	65,449.94	64,912.50	537.44	122.67
06/30/2030	65,450.21	63,412.50	2,037.71	1,194.27
06/30/2031	65,450.31	61,912.50	3,537.81	2,207.99
06/30/2032	65,508.39	65,287.50	220.89	-79.02
06/30/2033	65,449.85	63,500.00	1,949.85	1,064.93
06/30/2034	65,449.77	61,712.50	3,737.27	2,184.52
06/30/2035	65,450.50	65,062.50	388.00	53.36
06/30/2036	65,485.22	63,262.50	2,222.72	1,167.74
06/30/2037	65,450.35	46,462.50	18,987.85	10,999.61
06/30/2038	65,449.53		65,449.53	37,288.30
06/30/2039	65,449.60		65,449.60	36,284.82
06/30/2040	65,436.85		65,436.85	35,301.43
	1,505,713.09	1,246,636.46	259,076.63	148,868.41

Savings Summary

PV of savings from cash flow	148,868.41
Plus: Refunding funds on hand	-2,496.31
Net PV Savings	146,372.10

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Exhibit B

BOND DEBT SERVICE
Oregon Cities Financing Pool
Falls City Refunding Financing Agreement

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2018	50,000	2.000%	13,936.46	63,936.46	
06/30/2018					63,936.46
10/01/2018			14,256.25	14,256.25	
04/01/2019	35,000	2.000%	14,256.25	49,256.25	
06/30/2019					63,512.50
10/01/2019			13,906.25	13,906.25	
04/01/2020	35,000	3.000%	13,906.25	48,906.25	
06/30/2020					62,812.50
10/01/2020			13,381.25	13,381.25	
04/01/2021	35,000	3.000%	13,381.25	48,381.25	
06/30/2021					61,762.50
10/01/2021			12,856.25	12,856.25	
04/01/2022	35,000	3.000%	12,856.25	47,856.25	
06/30/2022					60,712.50
10/01/2022			12,331.25	12,331.25	
04/01/2023	40,000	4.000%	12,331.25	52,331.25	
06/30/2023					64,662.50
10/01/2023			11,531.25	11,531.25	
04/01/2024	40,000	4.000%	11,531.25	51,531.25	
06/30/2024					63,062.50
10/01/2024			10,731.25	10,731.25	
04/01/2025	40,000	4.000%	10,731.25	50,731.25	
06/30/2025					61,462.50
10/01/2025			9,931.25	9,931.25	
04/01/2026	45,000	4.000%	9,931.25	54,931.25	
06/30/2026					64,862.50
10/01/2026			9,031.25	9,031.25	
04/01/2027	45,000	4.000%	9,031.25	54,031.25	
06/30/2027					63,062.50
10/01/2027			8,131.25	8,131.25	
04/01/2028	45,000	3.000%	8,131.25	53,131.25	
06/30/2028					61,262.50
10/01/2028			7,456.25	7,456.25	
04/01/2029	50,000	3.000%	7,456.25	57,456.25	
06/30/2029					64,912.50
10/01/2029			6,706.25	6,706.25	
04/01/2030	50,000	3.000%	6,706.25	56,706.25	
06/30/2030					63,412.50
10/01/2030			5,956.25	5,956.25	
04/01/2031	50,000	3.250%	5,956.25	55,956.25	
06/30/2031					61,912.50
10/01/2031			5,143.75	5,143.75	
04/01/2032	55,000	3.250%	5,143.75	60,143.75	
06/30/2032					65,287.50
10/01/2032			4,250.00	4,250.00	
04/01/2033	55,000	3.250%	4,250.00	59,250.00	
06/30/2033					63,500.00
10/01/2033			3,356.25	3,356.25	
04/01/2034	55,000	3.000%	3,356.25	58,356.25	
06/30/2034					61,712.50
10/01/2034			2,531.25	2,531.25	
04/01/2035	60,000	3.000%	2,531.25	62,531.25	
06/30/2035					65,062.50
10/01/2035			1,631.25	1,631.25	
04/01/2036	60,000	3.000%	1,631.25	61,631.25	

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BOND DEBT SERVICE

Oregon Cities Financing Pool
 Falls City Refunding Financing Agreement

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/30/2036					63,262.50
10/01/2036			731.25	731.25	
04/01/2037	45,000	3.250%	731.25	45,731.25	
06/30/2037					46,462.50
	925,000		321,636.46	1,246,636.46	1,246,636.46

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AGENDA REPORT

TO: CITY COUNCIL
FROM: JOHANNA BIRR THOUGH MAYOR UNGRICHT
SUBJECT: NEW BUSINESS LICENSE – TH CONSULTING
DATE: 10/5/2017

SUMMARY

Falls City Municipal Code requires Council approval of all new business licenses.

BACKGROUND

Ted Hake has submitted an application for a business license in Falls City. This business would be operated out of 88 Boundary St., which is zoned as Commercial/Residential. No new development or alterations to the existing building would take place.

The business falls under the category of Agriculture, Forestry, Fishing and Hunting Mr. Hake would be conducting an Agricultural consulting business. This type of business is allowed by Falls City Zoning and Development Code standards in Commercial/Residential zoning and is a Type A permitted use.

2.209.04 HOME OCCUPATIONS

A. Intent: The intent of the home occupation provisions of this Ordinance is to recognize the needs of people who are engaged in small-scale businesses or professional operations from their place of residence. The residential character is maintained and the home occupation is conducted in such a manner as not to give an outward appearance nor manifest any characteristic of a business in the ordinary meaning of the term. A home occupation shall not infringe upon the right of neighboring residents to enjoy the peaceful occupancy of their home for which purpose the Residential Zone was created and primarily intended.

B. Process: Home Occupations are allowed as an accessory use to any residential use in the City of Falls City. The standards of this Section shall govern all home occupations. There are two types of home occupations, Type A and Type B.

1. Type A. The Type A home occupation is one where the residents use their home as a place of work; however, no employees or customers come to the site. Examples include artists, craftspeople, writers, and consultants. Type A home occupations also provide an opportunity for a home to be used as a business address without requiring a commercial workplace.

PREVIOUS COUNCIL ACTION

None

ALTERNATIVES/FINANCIAL IMPLICATIONS

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RECEIVED
OCT 02 2017

CITY OF FALLS CITY
299 Mill Street, Falls City, Oregon 97344
Phone: 503.787.3631 Fax: 503.787.3023
www.fallscityoregon.gov
This organization is an equal opportunity provider

OFFICIAL USE:
BUSINESS LICENSE NUMBER:
2017 - _____

APPLICATION FOR CITY BUSINESS LICENSE
TERM OF LICENSE
JULY 1, 2017 – June 30, 2018

Check one: First Time License: or Renewal:

Business Name: TH Ag Consulting Zoning: ?

Owner(s): Theodore Hake

Location of Business: 88 Boundary St

Mailing address (if different): PO Box 637, Terrebonne, OR 97760

Business Phone: [REDACTED] Business Fax: na

Email Address: [REDACTED]

Website: na

Number of Employees: Self-only Part-Time Full-Time

Home-Based Business: (Circle one) YES NO

Please review the list of business types below and circle the most appropriate classification.

- 110000 Ag, Forestry, Fishing & Hunting
- 210000 Mining
- 220000 Utilities
- 230000 Construction
- 310000 Manufacturing
- 420000 Wholesale Trade
- 440000 Retail
- 480000 Transportation Warehousing
- 510000 Information
- 520000 Finance & Insurance
- 530000 Real Estate/Rental & leasing

- 540000 Professional, Scientific, Technical Services
- 550000 Management of Company & Enterprises
- 560000 Admin Support/Waste Management & Remediation
- 610000 Education Services
- 620000 Health Care & Social Assistance
- 710000 Arts, Entertainment & Recreation
- 720000 Accommodation & Food Services
- 810000 Other Services (excluding Public Admin)
- 920000 Public Administration

PRODUCTS SOLD OR SERVICES RENDERED

Crop consultation for vegetable seed growers. Field inspections made on site at growers fields throughout the Willamette Valley

DESCRIBE AVAILABLE PARKING

na - all client contact is on farm

IMPACT ON LOCAL TRAFFIC

None, no client visits at 88 Boundary St. All client contact is on their farms.

Office is used for phone and electronic contact with clients, and crop research and client information storage.

May be doing some small, home garden size research plots for bloom time.

ENVIRONMENTAL IMPACTS (i.e. noise, waste products, odors, storage of hazardous materials)

None - no physical products used at office. No pesticides or fertilizer sales so no storage used.

Already have garbage and recycling service

DOES THE BUSINESS COMPLY WITH REQUIRED BUSINESS RECYCLING AS DEFINED IN FALLS CITY MUNICIPAL CODE SECTION CHAPTER 53.04.150: BUSINESS RECYCLING (See Attached)

YES NO

OREGON STATE LIQUOR CONTROL COMMISSION (OLCC):

Will alcohol be sold on the premises? (Circle one): YES NO

If YES, provide OLCC PREMISE # _____ OLCC LICENSE # _____

COUNTY AND STATE LICENSING INFORMATION:

State Business Registry #: 136365293

Please describe information pertaining to Polk County or State Issued Licenses that you currently hold.
AG-L0002244PC Oregon Department of Ag Pesticide Consultant License

FEE SCHEDULE. Resolution 2013-03 defines business license fees.

Type of License	Employees	License Fee
Home Occupation, no employees	0 (Self)	\$50.00 *
Home Occupation, with employees	1 +	\$75.00
Commercial	n/a	\$100.00
Temporary		Same fee as business licenses categories

Revised April 7, 2016

City of Falls City Business License

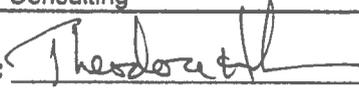
* NOTE: I started this last year and have to confess I did not think about getting a business license, so am including a check for \$100.00.

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I hereby certify that the information contained herein is true to the best of my knowledge. I agree to abide by all applicable codes and ordinances of the City of Falls City and to correct any hazards or violations as they may pertain to the above business. Issuance of this license does not guarantee that the site or use conforms to the City of Falls City land use regulations.

NAME: Theodore Hake

BUSINESS NAME: TH Ag Consulting

SIGNATURE OF APPLICANT: 

Office Use Only:

RECEIVED BY:  DATE: 10/2/2017

TYPE OF LICENSE: Home/No Emp. AMOUNT PAID: 100

RECEIPT #: 343547 APPROVED BY: _____

DATE COUNCIL APPROVED: _____

CONDITIONS OF APPROVAL:

AGENDA REPORT

TO: CITY COUNCIL
FROM: TERRY UNGRICHT, MAYOR
SUBJECT: ORDINANCE 549-2017 ENFORCEMENT OF CITY ORDINANCES
DATE: 09/29/2017

SUMMARY

Falls City staff and Council have been working on new procedures for Code Enforcement.

BACKGROUND

The Falls City Council and Staff have been working on procedures to enforce the City Municipal and Zoning Codes. Council adopted an agreement to contract our Court out to the City of Independence and we have finally filled the part time position of Code Enforcer.

The first duty of staff is to make sure we are following our enforcement procedures according to our Ordinances and building cases that will with stand challenges in Court. The City Attorney felt to further complete the process we should adopt an addition to our Municipal Code detailing the authority to designate code enforcement officers.

The City budgeted limited funds to enforcement; but we are starting to build procedures for tracking complaints, drafting complaints, and issuing citations. I have a question in front of the City Attorney on if we can start the process; contact with property owner, issuing the complaint with a time limit on property owner abating the complaint or approach staff to work out a schedule, if no reply at the end of the time limit issuing a citation to attend court. Then at that point if we can bring the abatement by City to Council. Depending on his reply we might want to explore changing some of our code, unless Council wants us to wait and bring the written investigation to Council for permission to move forward.

I am attaching Nuisance Enforcement Procedures drafted by the City Attorney with the addition of the Abatement procedure from our Code.

PREVIOUS COUNCIL/COMMITTEE ACTION	N/A
ALTERNATIVES/FINANCIAL IMPLICATIONS	N/A
STAFF RECOMMENDATION	adopt motion

EXHIBITS a) Ordinance 549-2017
 b) Code Enforcement procedures by code.

PROPOSED MOTIONS

I move the City Council of the City of Falls City read the Ordinance 549-2017 by title only for the first time, an Ordinance PROVIDING FOR ENFORCEMENT OF CITY ORDINANCES AND DECLARING AN EMERGENCY.

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ORDINANCE NO. 549-2017

AN ORDINANCE PROVIDING FOR ENFORCEMENT OF CITY ORDINANCES AND DECLARING AN EMERGENCY.

The City of Falls City, Oregon ordains as follows:

Section 1: *The Falls City Code of Ordinances is amended to add the following new section to Chapter 10.*

§ 10.19 Code Enforcement Officer

For purposes of Oregon law and enforcing City Code violations, the City may appoint and designate city officers as it determines necessary as an "enforcement officer." The City enforcement officers shall be authorized to enforce violations of this Code including the authority to issue infraction citations, issue summons and prosecute citations in municipal court.

Section 2: Severability. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance be declared invalid, such declaration shall not affect the validity of any other section, subsection, paragraph, sentence, clause or phrase; and if this ordinance or any portion thereof should be held to be invalid on one ground, but valid on another, it shall be construed that the valid ground is the one upon which the ordinance or such portion thereof was enacted.

Section 3: Emergency Clause. It being necessary for the peace, health, safety and sound development of the city of Falls City, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its passage by the council and signature by the mayor.

READ FIRST TIME by the Common Council of the City of Falls City this ___ day of _____, 2017.

AYES: NAYS: ABSTAIN: ABSENT:

READ SECOND TIME AND ADOPTED by the Common Council of the City of Falls City this

_____ day of _____, 2017.
AYES: NAYS: ABSTAIN: ABSENT:

Passed by the Falls City Council and signed by the Mayor this ___ day of

_____.

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Terry Ungricht, Mayor

Attest:

Domenica Protheroe, City Clerk

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Nuisance Enforcement Procedures

- I. General nuisance abatement procedures (Sections 29 – 32)
 - a. Council makes determination that nuisance exists under Code. (Section 29(1))
 - b. City posts notice of nuisance on the premises and also sends notice to owner of property. (Section 29(1)-(2))
 - c. Notice must contain certain information required by Code. (Section 29(4))
 - d. Staff that posts and mails notice completes a certificate for the file stating the date and place of posting and mailing. (Section 29(5))
 - e. Responsible person is given opportunity to abate nuisance or appeal nuisance determination to Council. (Section 30(1))
 - f. If an appeal is made, Council hears the appeal at its next regular Council meeting. (Section 30(2)-(3))
 - g. If Council determines nuisance exists after appeal, responsible person shall abate nuisance. (Section 30(4))
 - h. If responsible person does not abate nuisance within time provided, City may abate nuisance and charge costs of abatement to responsible person. (Sections 31 and 32)
 - i. Responsible person may object to assessment costs and Council will make determination on objections at a Council meeting. (Section 32(2))
 - j. Unpaid costs of abatement may be assessed as lien on property. (Section 32(3))

ABATEMENT PROCEDURE

Section 29. ABATEMENT NOTICE.

(1) Posting. Upon determination by the Council that a nuisance as defined in this or any other ordinance of the city exists, the council shall forthwith cause a notice to be posted on the premises where the nuisance exists, directing the owner or person in charge of the property to abate such nuisance.

(2) Notice to owner. At the time of posting, the Authorized Representative shall cause a copy of such notice to be forwarded by registered or certified mail, postage prepaid, to the owner or/and person in charge of the property at the last-known address of such owner or other person. At a minimum, the city shall utilize the records of the Polk County Assessor and the city utility department to determine the last known address.

(4) Notice – Contents. The notice to abate shall contain:

(a) A description of the real property, by street address or otherwise, on that such nuisance exists.

(b) A direction to abate the nuisance within ten (10) days from the date of the notice.

(c) A description of the nuisance.

(d) A statement that unless such nuisance is removed the city may abate the nuisance and the cost of abatement shall be a lien against the property.

(e) A statement that the owner or other person in charge of the property may protest the Falls City, OR Code of Ordinances

American Legal Publishing Corporation 114

abatement by giving notice to the Authorized Representative within ten (10) days from the date of the notice.

(5) Certificate of Mailing and Posting. Upon completion of the posting and mailing, the person

posting and mailing the notice shall execute and file a certificate stating the date and place of such mailing and posting.

(6) Sufficiency of Posted Notice. An error in the name or address of the owner or person in charge of the property or the use of a name other than that of the owner as listed with the Polk County Assessors Office and the City utility department to the address of record, shall not make the notice void and in such a case the posted notice shall be sufficient.

Section 30. ABATEMENT BY THE OWNER - Property Owner's Responsibility to Act.

(1) Within ten (10) days after the posting and mailing of the notice as provided in Section 29, the owner or person in charge of the property shall remove the nuisance or show that no nuisance exists.

(2) The owner or person in charge protesting that no nuisance exists shall file with the City Recorder a written statement that shall specify the basis for so protesting.

(3) The statement shall be referred to the council as a part of the council's regular agenda at the next succeeding meeting. At the time set for consideration of the abatement, the owner or other person may appear and be heard by the council and the council shall thereupon determine whether or not a nuisance in fact exists and such determination shall be entered in the official minutes of the council. Council determination shall be required only in those cases where a written statement has been filed as provided.

(4) If the council determines that a nuisance does in fact exist, the owner or other person shall within ten (10) days after such council determination abate such nuisance.

Section 31. ABATEMENT BY THE CITY.

(1) If within the time allowed the owner or person in charge of the property has not abated the nuisance, the council may cause the nuisance to be abated.

(2) The officer charged with abatement of such nuisance shall have the right at reasonable times to enter into or upon property to investigate or cause the removal of a nuisance.

(3) The Authorized Representative shall keep an accurate record of the expense incurred by the city in abating the nuisance and shall include therein a charge of twenty (20) percent of the expense for administrative overhead.

Section 32. ASSESSMENT OF COSTS.

(1) The Authorized Representative, by registered or certified mail, postage prepaid, shall forward to the owner or person in charge of the property a notice stating:

(a) The total cost of abatement including the administrative overhead.

Falls City, OR Code of Ordinances

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(b) That the cost as indicated will be assessed to and become a lien against the property unless paid thirty (30) days from the date of the notice.

(c) That if the owner or person in charge of the property objects to the cost of the abatement as indicated, the objector may file a notice of objection with the Authorized Representative not more than ten (10) days from the date of the notice.

(2) Objections to Assessment. Upon the expiration of ten (10) days after the date of the notice, the council in the regular course of business shall hear and determine the objections to the costs to be assessed.

(3) City liens. If the costs of the abatement are not paid within thirty (30) days from the date of the notice, an assessment of the costs as stated or as determined by council shall be made by

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resolution and shall thereupon be entered in the docket of city liens and, upon such entry being made, shall constitute a lien upon the property from that the nuisance was removed or abated.

(4) Lien enforcement. The lien shall be enforced in the same manner as liens for street improvements are enforced, and shall bear interest at the rate allowed by law, or such lesser rate as the City Council may from time to time provide. Such interest shall commence to run from date of entry of the lien in the lien docket.

(5) Assessment error. An error in the name of the owner of the property as listed with the Polk County Assessors Office and the City's utility department, shall not void the assessment nor will a failure to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property.

(6) Recovery of Public Costs for On-site Assessment and Clean Up of Property Declared Public Health Nuisance.

(a) If, after service of notice of the Declaration of Public Health Nuisance, the property owner fails to arrange appropriate assessment and clean up, the Authorized Representative is authorized to proceed in a prompt manner to initiate the on-site assessment and clean up.

(b) If the city is unable to locate the property owner within ten days of the Declaration of Public Health Nuisance, the city is authorized to proceed in a prompt manner to initiate the on-site assessment and clean up.

(c) The city may abate the nuisance by removing the hazardous structure or building, or otherwise, according to Oregon Revised Statutes Chapter 475.

(d) If the city abates the public health nuisance, in addition to any other legal remedy, the city shall be entitled to recover all costs plus an additional 25 percent of the costs for administration. The city may recover costs by civil action against the person or persons who own the property.

II. Noxious weeds (Section 18) (** Subsection numbers in Section 18 are not sequential and clearly need to be cleaned up.*)

a. City sends notice to abate. (Section 18(4))

b. Responsible person abates within time period given in notice. (Section 18(5))

c. If responsible person fails to abate, City may abate and charge costs to responsible person. Code does not authorize lien for these costs. (Section 18(6))

III. Disabled, inoperable, abandoned or stolen vehicles (Section 27)

a. Inoperable vehicles cannot be stored in public view for more than 30 days. (Section 27(1))

b. Abatement of inoperable vehicles follows the general nuisance abatement procedures with notice posted on the vehicle and mailed to the owner. (Section 27(2))

c. Disabled, abandoned or stolen vehicles cannot be stored within the City for more than 24 hours. (Section 27(4))

d. Towing of disabled, abandoned or stolen vehicles can occur 24 hours after the vehicle is tagged by the Chief of Police. Towing and appeal procedures follow the procedures set out in ORS Chapter 819 and in policies adopted by City Council Resolution. (Section 27(4))

IV. Summary abatement procedures (Section 33)

- a. City may abate nuisance under summary process if the nuisance is a “health or other nuisance that unmistakably exists and from that there is imminent threat or danger to human life or property.”
- b. City Council determines if imminent threat is created by nuisance situation. (Section 33(2)(a))
- c. City issues citation meeting requirements of the Code. (Section 33(2)(c))
- d. Responsible person has two hours to abate nuisance. (Section 33(3)(a))
- e. Responsible person can appeal nuisance determination to Council. Council will hear the appeal at a special council meeting held within 3 days. (Section 33(3)(b))
- f. Council will confirm or deny existence of nuisance. If confirmed, responsible person shall have two hours to abate nuisance. (Section 33(3)(e))
- g. If responsible person does not abate nuisance, City can abate nuisance and charge costs of abatement to responsible person. (Section 33(4))
- h. Costs of abatement can be filed as a lien against the property. (Section 33(1))

AGENDA REPORT

TO: CITY COUNCIL
FROM: DOMENICA PROTHEROE, CITY CLERK THROUGH MAYOR UNGRICHT
SUBJECT: RESOLUTION 20-2017 2017-2019 GRANT YOUNG MEMORIAL PLANNING ASSISTANCE GRANT
DATE: 09/18/2017

SUMMARY

Request to authorize staff to submit an application for the \$1000.00 2017-2019 Grant Young Memorial Planning Assistance Grant.

The Department of Land Conservation and Development offers this grant to cities with populations under 2,500 every two years. Approved uses of the grant are listed in *Section 3. Acceptable use of Grant Funds*, on page 2 of the Grant Agreement. The most common use of the funds is to pay for land use planning services.

BACKGROUND

The City Was awarded the \$1,000.00 2015-2017 Planning Assistance Grant. The money was used to pay Mid-Willamette Valley Council of Governments for Land Use Planning.

The City was awarded the \$1,000.00 2013-2015 Planning Assistance Grant. The money was used to pay Mid-Willamette Valley Council of Governments for Land Use Planning.

The City was awarded the \$1000.00 2011-2013 Planning Assistance Grant. The money was used to pay Mid-Willamette Valley Council of Governments for Land Use Planning.

PREVIOUS COUNCIL/COMMITTEE ACTION N/A

ALTERNATIVES/FINANCIAL IMPLICATIONS

If the City does not apply for the grant by the deadline of October 31, 2017 the City will not be awarded the grant amount of \$1,000.00.

STAFF RECOMMENDATION

Authorize staff to apply for the grant.

PROPOSED MOTIONS

I move that City Council of the City of Falls City adopt Resolution 20-2017 A Resolution Authorizing an agreement between the City of Falls City and the State of Oregon Department of Land Conservation & Development, and authorize the Mayor to sign and submit the grant application.

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RESOLUTION 20-2017

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF FALLS CITY AND THE STATE OF OREGON DEPARTMENT OF LAND CONSERVATION & DEVELOPMENT.

FINDINGS:

1. The City of Falls City desires to accept the State of Oregon Department of Land Conservation & Development the 2017 – 2019 Grant Young Memorial Planning Assistance Grant of \$1,000.00.

NOW THEREFORE;

THE CITY OF FALLS CITY RESOLVES AS FOLLOWS:

Section 1. The agreement, which is attached hereto and incorporated herein by this reference is hereby approved and adopted by this Resolution.

Section 2. This Resolution was duly PASSED and ADOPTED by the Falls City Council this 12th day of October, 2017 and takes affect upon signing by the Mayor.

AYES: NAYS: ABSTAIN: ABSENT:

Approved:

Date

Terry Ungricht, Mayor

Attest:

Date

Domenica Protheroe, City Clerk

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STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2017-2019 GRANT YOUNG MEMORIAL
PLANNING ASSISTANCE GRANT

AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: September 15, 2017	Grant No. GY-19-043
Grantee City of Falls City 299 Mill St. Falls City, Oregon 97344	DLCD Grant Manager Tabatha Hoge, Grants Administrative Specialist 503-934-0054 DLCD.GFGrant@state.or.us
GRANT AMOUNT: \$1,000	CLOSING DATE: April 30, 2019

This grant is named in honor of Grant Young, DLCD's Eastern Oregon regional representative who passed away in 2017. Mr. Young was a strong advocate for smaller jurisdictions in the Eastern Oregon region and a proponent for creative use of these grants. He helped find productive uses of the grants by pooling or leveraging the funds or simply suggesting uses for the dollars in ways to advance the objectives of the jurisdiction. Mr. Young put a considerable amount of effort into helping small cities and counties in his region address local needs.

INSTRUCTIONS – READ CAREFULLY

In order to receive this grant, Grantee must sign this Agreement and scan it and e-mail it to DLCD at DLCD.GFGrant@state.or.us by October 31, 2017. Alternatively, the signed Agreement may be mailed to:

Tabatha Hoge, Grants Administrative Specialist
Department of Land Conservation and Development
635 Capitol St. NE, Suite 150
Salem, OR 97301

If the Agreement is not signed and returned without modification by Grantee by the due date, DLCD may withdraw the grant offer. Upon receipt of the signed Agreement, the DLCD Grant Program Manager will countersign the Agreement and return an electronic file containing the executed Agreement to Grantee with a payment voucher for the grant amount as listed in the Grant Amount box above, to the address provided above.

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STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

2017-2019 PLANNING ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: GY-19-043

City of Falls City

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Land Conservation and Development, hereinafter referred to as “DLCD,” and **City of Falls City**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Section 8 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or **April 30, 2019** (“Closing Date”). DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Closing Date.
2. **Agreement Documents.** The Agreement consists of this document and one attachment, all of which are attached hereto and incorporated by reference:
3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$1,000**. Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement.
4. **Closeout Report.** Grantee must submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Closing Date, whichever is earlier to the DLCD Grant Manager in writing by personal delivery, e-mailing, or mailing at the address or number set forth in the attachment. The closeout report is attached to this Agreement.
5. **Subsequent funding:** Eligibility for subsequent funding to the Grantee is contingent upon receipt of the closeout report as referenced in Section 4.
6. **Acknowledgment.** All reports, studies, and other documents produced in whole or in part under this grant must indicate on the cover or title page an acknowledgment of the financial assistance provided by DLCD.
7. **Final Products.** Grantee shall provide copies of all final products produced under this grant to DLCD upon request. Grantee must describe final products in the Grant Closeout Report. DLCD may display products on its website.

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8. **Acceptable use of grant funds.** Grant funds may be used by Grantee to accomplish and carry out one or more of the following:
 - a. Paying the salary of an employee or the fee of a contractor for day-to-day administration of the Grantee's planning program, including but not limited to: answering planning and zoning questions; providing planning and zoning information; carrying out administrative actions such as zone changes, permits, land divisions, and similar ministerial and quasi-judicial actions; updating application forms; and enforcing local zoning regulations.
 - b. Preparing for meetings such as planning commission, city council, and board of commissioners for planning and zoning related matters. Examples include postage, copying, paper, notices, and other documents.
 - c. Creating, updating, amending, or codifying all or a part of a comprehensive plan, land use regulations, or other planning studies or reports.
 - d. Collecting data and conducting inventories and studies related to comprehensive plan elements, land use regulations, development codes, zoning ordinances.
 - e. Updating and reprinting maps, inventory data, and plan documents.
 - f. Developing and implementing a public facility financing plan.
 - g. Supporting citizen involvement programs and activities.
 - h. Developing and conducting public workshops on planning and zoning.
 - i. Developing, amending, or implementing intergovernmental coordination programs or agreements.
 - j. Developing and implementing a dispute resolution program.
 - k. Training in land use planning for local elected and appointed officials, staff, and citizens on land use planning.
 - l. Purchasing maps, aerial photos, GIS products, or mapping software.
 - m. Other planning activities or products pre-approved by DLCD.
9. **Excluded uses of grant funds:** The grant funds may not be used for office equipment or other types of hardware such as desks, tables, chairs, cabinets, appliances, computers, printers, photo copiers, digital equipment, vehicles, outdoor supplies, beautification projects, and other business supplies. Grant funds may not be used by the grantee for legal or administrative costs associated with defending the grantee or other grantees from decisions made by the Land Conservation Development Commission or DLCD. Grant funds may not be used for legal or administrative costs associated with Measure 37 or Measure 49 costs incurred by Grantee.
10. **Subsequent funding.** Eligibility for subsequent funding is contingent upon timely receipt of the Closeout Report by DLCD.
11. **Unexpended Funds.** Grantee will return all unexpended grant funds to DLCD with submission of the Closeout Report.
12. **Payment.** All grant funds will be disbursed upon execution of this Agreement.
13. **DLCD Funds.** DLCD certifies that at the time this grant is written sufficient funds are available and authorized. 49

14. **Reporting.** At any time during the grant period, when requested by the DLCD grant manager, Grantee shall provide a written report on the status and progress of work performed under this grant.
15. **Indemnity.**
- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTION 15.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.
16. **Recovery of Grant Moneys.** Any Grant moneys disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than 15 days after DLCD's written demand. Grantee shall return all Unexpended Funds to DLCD within 14 days after the earlier of expiration or termination of this Agreement."

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17. **Termination:**

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
 - i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
 - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
 - iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
 - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

18. **Failure to Comply:** If a party fails to comply with any of the requirements or conditions of this Agreement, the other may, without incurring liability, refuse to perform further pursuant to this Agreement. DLCD shall make no further reimbursement to Grantee and Grantee shall

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upon demand by DLCD promptly repay DLCD all unexpended grant funds and grant funds expended in breach of this Agreement.

19. **Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for 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 Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.
20. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
21. **Audit:** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
22. **Amendments:** Amendments must be facilitated by the DLCD Grant Manager. An amendment to this Agreement may be initiated at any time during the grant period, but must be received at the DLCD Salem Office at least ninety (90) days prior to the Closing Date and be signed by all parties on or before sixty (60) days prior to the Closing Date.
23. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
24. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
25. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This

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Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

26. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
27. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
28. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

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DLCD Planning Assistance Grant Information and Signature Page

This grant, approved by the Director of DLCD, acting on behalf of the Land Conservation and Development Commission, constitutes an obligation of funds in return for the work described herein. By signing the document, Grantee agrees to comply with the provisions contained in and attached to this Agreement. Upon acceptance by Grantee, the signed Agreement shall be returned to DLCD.

By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee Jurisdiction Name City of Falls City	E-mail Address	
Mailing Address, City, State, Zip code		
Telephone Number	Fax Number	
Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		
Print Name of Authorized Official for DLCD Rob Hallyburton	Title	Date
Signature of Authorized Official for DLCD	Grant Program Manager	

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Department of Land Conservation and Development *Attachment A*
2017-19 Grant Young Memorial Planning Assistance Grant Closeout Report

Grantee City of Falls City	Grant No. Assigned by DLCD GY-19-043	Grant Funds – Already Dispersed \$1,000.00*	Final Report
Funding / Grant Period From: Agreement Execution	Funding / Grant Period To: 4/30/2019	Summary of Activities and Products Provide a brief description of activities performed and/or products worked on using funds from this grant in the space provided below. Expenditure detail not needed for this section. In many cases a sentence or two is all that is required but we welcome as much information as you can provide.	
Transactions	Do not write in this space		
DLCD Grant Funding Expenditures	Provide amounts in spaces below		
1.Salaries and Benefits			
2.Supplies and Services			
3.Agreements (including consultants – provide name and contact information)			
4.Other (provide detailed list and explanation)			
5. DLCD Total (add lines 1, 2, 3, 4)			
Local Contributions – not required	Provide amounts in spaces below		
6 Salaries and Benefits			
7.Supplies and Services			
8.Agreements			
9.Other			
10. Local Total (if any)			
11. Certification: I certify to the best of my knowledge and belief that this report is correct, complete, and that all expenditure are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for SIX (6) YEARS after the Final Products and Payment are received.			
12. * If the total grant expenditures are less than the grant funds already dispersed, enter the difference here and send a reimbursement check for that amount to: DLCD, ATTN: Fiscal. \$_____			
13. Typed or Printed Name and Title (required)		14. Mailing Address: Include City, State and Zip Code (required)	
15. Authorized Certifying Official Signature (required)		16. Date (required)	
PLEASE DO NOT WRITE BELOW THIS LINE			
DLCD CERTIFICATION (for DLCD use only) I certify, as a representative of the Department of Land Conservation and Development, that the grantee: ___ has met the terms and conditions of the grant and that all funds have been expended. ___ has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and reimbursement from the grantee in the amount of \$_____ is due.			
Signature of DLCD Grant Manager		Date Signed	
Signature of DLCD Program Manager		Date Signed	
BATCH #/DATE _____	VOUCHER#/DATE _____	PCA _____	55
OBJ. CODE _____	VENDOR NO. _____	AMOUNT _____	

Closeout Form Attachment - Instructions

Instructions for Department of Land Conservation and Development 2017-19 Planning Assistance Grant Closeout Report

If you have questions about the Closeout Report or what the grant can be used for, please contact Tabatha Hoge, Grants Administrative Specialist at 503-934-0054 or DLCD.GFGrant@state.or.us.

The closeout report documents the allowable expenditures of previously distributed funds. Unexpended funds must be returned to DLCD.

- In the second row of the closeout report, please fill in the Starting Date (“Funding / Grant Period From”) for which the reimbursable expenditures were incurred. This will be the date the city or county signed the grant agreement.
- Under “Transactions,” complete items 1–5 for how the grant funds were used (required) and items 6–10 for local contributions (optional). Please do not include expenditures for projects or activities that the grant did not contribute to.
 1. **Salaries and Benefits** include the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.
 2. **Supplies and Services** include the grantee’s supplies used for the planning program and services not covered by an agreement or contract. Receipts are not required with this report submission.
 3. **Agreements** include consultants, attorneys, and any company or individual retained by the grantee to conduct work under the grant. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report is: Name, address, and phone number of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each individually. If space in the Summary of Activities and Products box is insufficient to identify contractors, please attach an additional sheet.
 4. Please provide a brief explanation and dollar breakdown for amounts listed as “**Other.**” Receipts are not required.
 5. The **Total** listed in the “DLCD Grant Expenditures” section cannot exceed the total amount of the previously dispersed funds. If the total is less than the dispersed amount, the difference between the amount previously dispersed and the amount listed on the **Total** of the DLCD Grant Expenditures section is due and payable to DLCD upon submission of the closeout report. Please send a check with the report to: DLCD, Attn: Fiscal Department, 635 Capitol Street NE, Suite 150; Salem, OR 97301.

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- Reporting of Local Contributions (boxes 6–10) is not required. DLCD asks for the information to receive accurate information regarding the cost of activities and/or products worked on in compliance with this grant. This category includes both in-kind and cash contributions.
- **Certification (box 11): Please read and understand the certification statement.** If you have questions please contact Tabatha Hoge, Grants Administrative Specialist at 503-934-0054 or DLCD.GFGrant@state.or.us.
- **Returning funds (box 12):** When returning general grant funds that were awarded to the jurisdiction because expenditures were less than the grant funds award to the jurisdiction, please indicate the number of dollars being returned.

Boxes 13–16 are for documenting responsibility for the information being submitted and requesting payment. Please use dark blue or black ink so the information shows when copied or scanned.

13. Print Name and Title legibly.

14. Print the mailing address where payment should be sent.

15. Signature of Authorized Certifying Official: by signing this box this person takes responsibility of the information and accuracy of the information.

16. “Date” is the date the closeout form was signed. It must be sent by the closeout date.

- The “Summary of Activities and Products” box, located on the top right side of form, must be completed. Please provide a brief description of activities performed and/or products worked on in compliance of this grant. Use additional sheets as needed. The Planning Assistance Grant Awards Conditions describes in detail the projects and activities allowed. (If you have questions, please contact Tabatha Hoge, Grants Administrative Specialist at 503-934-0054 or DLCD.GFGrant@state.or.us).

The grant funds dispersed to you must be used after the date on which all parties have signed the agreement and not after the closing date of this agreement.

It is important that you retain documentation of expenditures in a grant file maintained in your jurisdiction for three (3) years from the closeout date.

Two ways to submit the Closeout Report:

1. E-mail a PDF file of the signed closeout form attachment and cover memo to DLCD.GFGrant@state.or.us.
2. Send the hard copy of the signed closeout form and cover memo via US Mail to:

Grants Administrative Specialist
 Department of Land Conservation and Development
 635 Capitol Street NE, Suite 150
 Salem, Oregon 97301-2540

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AGENDA REPORT

TO: CITY COUNCIL
FROM: MAYOR UNGRICHT
SUBJECT: RESOLUTION 21-2017, DETAILING FEES FOR CITY SERVICES
DATE: 10/03/2017

SUMMARY

Council adopts city services fees and with the adoption of Ordinance 528-2017 there were new land use fees that need to be adopted.

BACKGROUND

Council sets fees for services that the City provides. With the adoption of Ordinance 528-2017 there are new categories in our Land Use applications that needs fees assigned to them. Staff also reviewed all of our current fees and raised some to reflect current costs and corrected other fees to add clarity.

The changed fees are noted in the resolution, exhibit A, and the new fee schedule showing all fees charged is exhibit B.

PREVIOUS COUNCIL ACTION

Passed resolution 2013-06 setting fees.

ALTERNATIVES/FINANCIAL IMPLICATIONS

Clarifies the fees and brings some costs closer to what is historically charged for those services.

STAFF RECCOMENDATION

Pass the Resolution.

Public Hearing

Mayor:

This public Hearing (per ORS 294.160) is an opportunity for any member of the public to comment on or make requests regarding the proposed Resolution setting fees for Land Use applications that were adopted under Ordinance 528-2017, increasing cost of permits for land use items specified in the Resolution, standardizing administrative billing rates, and raising the returned check fee.

I will open the public hearing for raising the City service fees at _____pm.

Public Comments;

I will close the Public Hearing for raising City service fees at _____pm.

EXHIBIT

Exhibit A – Resolution 21-2017, Exhibit B – fee schedule, Exhibit C – 2013 fee schedule

PROPOSED MOTIONS

The City of Falls City resolves as follows; Adopt Resolution 21-2017 A RESOLUTION OF THE CITY COUNCIL OF FALLS CITY, SCHEDULE OF FEES FOR CITY SERVICES AND REPEALING PAST RESOLUTIONS ADOPTING FEE SCHEDULES ADOPTED.

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Exhibit A

RESOLUTION 21-2017

A RESOLUTION OF THE CITY COUNCIL OF FALLS CITY, SCHEDULE OF FEES FOR CITY SERVICES AND REPEALING PAST RESOLUTIONS ADOPTING FEE SCHEDULES ADOPTED.

Findings:

1. The City of Falls City Council has in the past approved charges for city services; and
2. Certain Fees charged by the City are intended to cover the cost of providing specific services and products to the public without being subsidized by and depleting the city's resources; and
3. The adoption of Ordinance 528-2017 introduced new Land Use Application types for Property Line Adjustment, Property Line Adjustment with Discretion, Historic Landmark Certificates of Appropriateness (COA), Designation of a Historic Resource to the Local Landmark Register, Removal of a Historic Resource from the Local Landmark Register; and
4. Building permit fees were specified with additional text added for clarity; and
5. Certain fees were added for clarity and visibility: billable hourly rate for administration, public works and city manager; and
6. Site Design Review fees were categorized for clarity and visibility; and
7. Certain fees were increased to reflect the cost of providing the service: Home Occupation Permit, Subdivision, Planned Unit Development, Manufactured Home Park, Right of Way Encroachment Permit; and
8. There was a need to standardize administrative billing rates for the City Manager, Administration, and Public Works; and
9. Fence Permit fee removed to reflect current practices; and
10. Pursuant to ORS 294.160, the Council held a public hearing on October 12, 2017 to consider public comment on the proposed procedural changes and the fee increases; and
11. The Falls City Council has determined that the rates and charges set forth in this resolution are appropriate and in the best interest of the City.

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

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Section 1. The City Council adopts the fee schedule as outlined in "Exhibit B" Falls City General Fee Schedule.

Section 2. Resolution 2013-06 and all other conflicting fee schedules are repealed on the effective date of this resolution. All other resolutions and parts of resolutions relating to land use and administration related charges not repealed or amended expressly or by implication by resolution shall continue in full force and effect.

Section 3. This Resolution was duly PASSED and ADOPTED by the Falls City Council and takes effect upon signature of Mayor.

ADOPTED BY THE FALLS CITY COUNCIL ON THIS ____ DAY OF _____ 2017.

VOTE: AYE ____ NAY ____ ABSTAIN ____ ABSENT ____

Approved:

Date

Terry Ungricht, Mayor

Attest:

Date

Domenica Protheroe, City Clerk

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Exhibit B

City of Falls City General Fee Schedule Resolution 21-2017

General Fees

Administrative

Photocopies - black & White	\$ 0.25	per page (20 plus pages \$.15 per page)
Photocopies - color	\$ 0.75	per page
Faxes - Incoming and outgoing	\$ 2.00	first page, \$1.00 each additional page
Audio or video media	\$ 5.00	or actual cost if greater
Lien Search fee	\$ 35.00	
Utility Account Payment Report	\$ 5.00	
Centennial Coins - Silver	\$ 20.00	
Centennial Coins - Bronze	\$ 10.00	
Returned Check Fee	\$ 35.00	
Vehicle Towing - administration fee	\$ 100.00	Does not include fees charged by the towing agency
Administration Hourly Billing Rate	\$ 28.00	or actual cost if greater
Public Works Hourly Billing Rate	\$ 32.00	or actual cost if greater
City Manager Hourly Billing Rate	\$ 40.00	or actual cost if greater

Business License

Home occupation, no employees	\$ 50.00	
Home occupation, with employees	\$ 75.00	
Commercial	\$ 100.00	
Temporary		*** Same fee as business licenses categories

Public Records Requests

Research and compilation or supervision of inspection for requests exceeding 15 minutes. Includes level 2 and level 3 records requests.	\$ 25.00	Per hour or actual cost if greater, plus cost of materials and postage.
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Cemetery Plots

Plot Purchase	\$ 500.00	
After Hours Grave Marking	\$ 250.00	

Park Fees

Gazebo Rental	\$ 20.00	
Booth Space - Individual/ Non Profit	\$ 15.00	
Booth Space - Commercial Business/For Profit	\$ 60.00	

Community Center Fees

Deposit	\$ 100.00	
Community Center Room	\$ 50.00	
Community Center Room With Kitchen	\$ 75.00	
Chair Rental	\$ 1.00	each
Table Rental	\$ 5.00	each

Liquor License Applications

New License	\$ 25.00	
Renewal	\$ 25.00	
Temporary or Change of Operation	\$ 25.00	

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**City of Falls City General Fee Schedule
Resolution 21-2017**

Building Permt Plans Check

(*) Residential addition, remodel or accessory structure	\$ 75.00	or actual cost if greater
(*) Residential Zone Construction	\$ 150.00	or actual cost if greater
(*) Commercial Zone Construction	\$ 250.00	or actual cost if greater
Manufactured Home Installation	\$ 150.00	or actual cost if greater
* Triplex, apartment, townhouse and condominium require a Site Plan Review		

Land Use

Group 1: Type 1-A (Administrative Ministerial Action)

Access Permit	\$ 50.00	or actual cost if greater
Home Occupation Permit		
Type A	\$ 75.00	or actual cost if greater
Type B	\$ 100.00	or actual cost if greater
Property Line Adjustment	\$ 250.00	or actual cost if greater
Sign Permit	\$ 50.00	or actual cost if greater
Certificate of Appropriateness (COA) (Historic Preservation Officer)	\$ 50.00	or actual cost if greater

Group 1: Type I-B (Planning Commission Ministerial Action)

Partition	\$ 800.00	or actual cost if greater
Site Design Review		
A. Residential Structure	\$ 400.00	or actual cost if greater
B. Commercial Structure	\$ 800.00	or actual cost if greater
C. Public Structure	\$ 600.00	or actual cost if greater
D. Severe Development Limitation Area	\$ 600.00	or actual cost if greater
Temporary Hardship Dwelling Application	\$ 250.00	or actual cost if greater
Flood Plain Development Permit	\$ 500.00	or actual cost if greater
Property Line Adjustment with discretion	\$ 250.00	or actual cost if greater

Group 1: Type II (Procedure/Administrative)

Code interpretation (standalone applicaion)	\$ 300.00	or actual cost if greater
Modifaion to approval of a land use action	\$ 300.00	or actual cost if greater
Partition Plat Modification	\$ 300.00	or actual cost if greater

Group 1: Type III (Procedure/Quasi-Judicial Planning Commission or Historic Landmarks Commission)

Conditional Use Permit	\$ 850.00	or actual cost if greater
Variance		
A. Setback	\$ 250.00	or actual cost if greater
B. Standards	\$ 800.00	or actual cost if greater
Subdivision	\$ 2,000.00	whichever is greater plus \$100 per additional lot over 4 or actual cost
Manufactured Home Park	\$ 2,000.00	whichever is greater plus \$100 per additional lot over 4 or actual cost
Planned Unit Development	\$ 2,000.00	whichever is greater

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**City of Falls City General Fee Schedule
Resolution 21-2017**

Comprehensive Plan Map Amendment involving five (5) or fewer adjacent land owners	\$ 1,000.00 or actual cost if greater
Any Type II application referred by staff due to determination of Type II criteria not met	\$ 800.00 or actual cost if greater
Certificate of Appropriateness (COA) Historical Landmark Commission)	\$ 150.00 or actual cost if greater
Designation of a Historic Resource to the Local Landmark Register (Historic Landmark Commission)	\$ 150.00 or actual cost if greater
Removal of a Historic Resource from the Local Landmark Register (Historic Landmark Commission)	\$ 100.00 or actual cost if greater

Group 1: Type IV (Action Procedure/Legislative)

Text amendments to the Comprehensive Plan	\$ 1,000.00 or actual cost if greater
Text amendments to the Zoning and Development Code (ordinance)	\$ 1,000.00 or actual cost if greater
Enactment of a New Comprehensive Plan or Zoning and Development Text	\$ 1,000.00 or actual cost if greater
Comprehensive Plan Map Amendment (involving more than 5 adjacent landowners or non-adjacent land owners)	\$ 1,000.00 or actual cost if greater
Zone Change	\$ 1,000.00 or actual cost if greater
Annexation	\$ 2,000.00 or actual cost if greater

Group 2: Miscellaneous Fees

Pre-Application Conference	\$ 300.00 or actual cost if greater
Vacation or Dedication	\$ 1,000.00 or actual cost if greater
Land Use Verification Letter	\$ 150.00 or actual cost if greater
Guest RV Permit	\$ 25.00 per 30 day period or portion thereof, limit of 90 days administrator may also require surity bond/insurance
Right of Way Permit (Encroachment)	\$ 200.00 riders
Parking Permit (City Property)	\$ 10.00 per day
Temporary Hardship Annual Renewal	\$ 25.00 or actual cost if greater
Transcripts	\$ 150.00 or actual cost if greater
Appeal of Administrative Decision (no hearing)	\$ 150.00 or actual cost if greater
Appeal of Administrative Decision (hearing required)	\$ 400.00 or actual cost if greater
Appeal of Planning Commission	\$ 400.00 or actual cost if greater
Appeal of Historic Landmarks Commission	\$ 400.00 or actual cost if greater

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EXHIBIT C

City of Falls City General Fee Schedule

Resolution 2013-06

General Fees

Administrative

Photocopies - black & White	\$0.25	per page (20 plus pages \$.15 per page)
Photocopies - color	\$0.75	per page
Faxes - Incoming and outgoing	\$2.00	first page, \$1.00 each additional page
Audio or video media	\$5.00	or actual cost if greater
Lien Search fee	\$35.00	
Utility Account Payment Report	\$5.00	
Centennial Coins - Silver	\$20.00	
Centennial Coins - Bronze	\$10.00	
Returned Check Fee	\$25.00	

Business License

Home occupation, no employees	\$50.00	
Home occupation, with employees	\$75.00	
Commercial	\$100.00	
Temporary	***	Same fee as business licenses categories

Public Records Requests

Research and compilation or supervision of inspection for requests exceeding 15 minutes. Includes level 2 and level 3 records requests.	\$25.00	Per hour or actual cost if greater, plus cost of materials and postage.
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Vehicle Towing-Administrative Fee

\$100.00 Does not include fees charged by the towing agency

Cemetery Plots

Plot Purchase	\$500.00
After Hours Grave Marking	\$250.00

Park Fees

Gazebo Rental	\$20.00
Booth Space - Individual/ Non Profit	\$15.00
Booth Space - Commercial Business/For Profit	\$60.00

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City of Falls City General Fee Schedule

Resolution 2013-06

General Fees continued

Community Center Fees

Deposit	\$100.00
Community Center Room	\$50.00
Community Center Room With Kitchen	\$75.00
Chair Rental	\$1.00 each
Table Rental	\$5.00 each

Liquor License Applications

New License	\$25.00
Renewal	\$25.00
Temporary or Change of Operation	\$25.00

Land Use Fees

Group 1: Type 1-A (Administrative Decisions)

Access Permit	\$50.00	or actual cost if greater
Home Occupation Permit	\$50.00	or actual cost if greater
Lot Line Adjustment	\$250.00	or actual cost if greater
Sign Permit	\$50.00	or actual cost if greater

Group 1: Type I-B (Administrative Decisions and /or Planning)

Partition	\$800.00	or actual cost if greater
Sight Design Review		
A. Accessory Structure	\$250	or actual cost if greater
B. Manufactured Structure	\$400	or actual cost if greater
C. Site Built Structure	\$400	or actual cost if greater
D. Commercial Structure	\$800	or actual cost if greater
Temporary Hardship Dwelling Application	\$250	or actual cost if greater
A. Temporary Hardship Annual Review	\$25	or actual cost if greater
Flood Plain Development Permit	\$500.00	or actual cost if greater

Group 1: Type II (Procedure/Administrative)

Code interpretation	\$300	or actual cost if greater
Modification to Approval	\$300	or actual cost if greater
Partition Plat Modification	\$300	or actual cost if greater

Group 1: Type III (Procedure/Quasi-Judicial)

Conditional Use Permit	\$850	or actual cost if greater
Variance		
A. Setback	\$250	or actual cost if greater
B. Standards	\$800	or actual cost if greater
Subdivision	\$1,500	plus \$100 per additional lot over 4 or actual cost whichever is greater

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City of Falls City General Fee Schedule

Resolution 2013-06

Land Use Fees continued

Manufactured Home Park	\$1,500	plus \$100 per additional lot over 4 or actual cost whichever is greater
Planned Unit Development	\$1,500	plus \$100 per additional lot over 4 or actual cost whichever is greater
Historic Buildings and Sites (application as Designated landmark exempt)	\$300	or actual cost if greater
Comprehensive Plan Map Amendment involving five (5) or fewer adjacent land owners	\$1,000	or actual cost if greater
Any Type 2 application referred by staff due to determination of Type 2 criteria not met	\$800	or actual cost if greater

Group 1: Type IV (Action Procedure/Legislative)

Text amendments to the Comprehensive Plan	\$1,000	or actual cost if greater
Text amendments to the Zoning and Development Code (ordinance)	\$1,000	or actual cost if greater
Enactment of a New Comprehensive Plan or Zoning and Development Text	\$1,000	or actual cost if greater
Comprehensive Plan Map Amendment (involving more than 5 adjacent landowners or non-adjacent land owners)	\$1,000	or actual cost if greater
Zone Change	\$1,001	or actual cost if greater
Annexation	\$2,000	or actual cost if greater

Group 2: Miscellaneous Fees

City Plans Check for Building Permit Applications		
A. Residential addition, remodel or accessory structure	\$75	or actual cost if greater
B. Residential Construction	\$150	or actual cost if greater
C. Commercial Construction	\$250	or actual cost if greater
Pre-Application Conference	\$300	or actual cost if greater
Appeal of Administrative Decision (no hearing)	\$150	or actual cost if greater
Appeal of Administrative Decision (hearing required)	\$400	or actual cost if greater
Transcripts	\$150	or actual cost if greater
Appeal of Planning Commission	\$400	or actual cost if greater

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City of Falls City General Fee Schedule

Resolution 2013-06

Land Use Fees continued

Appeal of Historic Landmarks Commission	\$400	or actual cost if greater
Vacation or Dedication	\$1,000	or actual cost if greater
Land Use Verification Letter	\$150	or actual cost if greater
Guest RV Permit	\$25	per 30 day period or portion thereof
Right of Way Permit (Encroachment)	\$150	administrator may also require surity bond/insurance riders
Parking Permit (City Property)	\$10	per day
Fence Permit	\$50.00	or actual cost if greater

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AGENDA REPORT

TO: CITY COUNCIL
FROM: TERRY UNGRICHT, MAYOR
SUBJECT: RESOLUTION 22-2017
DATE: 10/02/2017

SUMMARY

The Falls City Council gave staff the okay to install a Park Host site at the upper park, this resolution will give limited workers comp insurance to the host.

BACKGROUND

The Falls City Council gave authority for Councilor Lauder and staff to build a Park Host site at the upper park. We were able to get the utilities to the site and we should have the pad laid for the host by this meeting.

I am starting to draft an agreement between the chosen host and the City to provide guidelines of what is expected from each party. When I reached out to see what would be needed for insurance purposes it was decided we just needed to change our volunteer Resolution. Resolution 22-2017 changes Resolution 11-2016 with the addition of Park Host under section 4 item c.

PREVIOUS COUNCIL/COMMITTEE ACTION Passed Resolution 11-2016 extending workers compensation coverage to volunteers.

ALTERNATIVES/FINANCIAL IMPLICATIONS

STAFF RECOMMENDATION Pass motion

EXHIBITS

- a) Resolution 22-2017
- b)

PROPOSED MOTIONS

I move that City Council of the City of Falls City adopt **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FALLS CITY EXTENDING WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF FALLS CITY, AND REPEALING PRIOR RESOLUTIONS.**

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RESOLUTION NO. 22-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FALLS CITY EXTENDING WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF FALLS CITY, AND REPEALING PRIOR RESOLUTIONS.

WHEREAS, the City of Falls City elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteers listed in this resolution, noted on CIS payroll schedule, and verified at audit:

Section 1. Public Safety Volunteers

An assumed monthly wage \$1500.00 will be used for public safety volunteers in the following volunteer positions:

- a. Firefighter
- b. Emergency medical personnel
- c. Ambulance drivers

Section 2. Volunteer boards, commissions, and councils for the performance of administrative duties.

An aggregate assumed annual wage of \$2,500 will be used per each volunteer board, commission, or council for the performance of administrative duties. The covered bodies are:

- a. City Council
- b. Planning Commission
- c. Historic Landmarks Commission
- d. Public Works Committee
- e. Parks and Recreation Committee
- f. Budget Committee
- g. Economic Development Committee

Section 3. Manual labor by elected officials.

An assumed monthly wage of \$800 per month will be used for public officials for the performance of non-administrative duties other than those covered in paragraph 2 above:

List duties:

- a. Flagging
- b. Assist Public Works Employees
- c. Monthly set up of Council Chambers
- d. Assist with the City Wide Spring Clean Event
- e. Inspect of street signs

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- f. Cleanup of the historic jail building

Section 4. Non-public safety volunteers

All non-public safety volunteers listed below will track their hours and Oregon minimum wage will serve as assumed wage for both premium and benefits calculations. CIS will assign the appropriate classification code according to the type of volunteer work being performed:

- a. Parks and recreation
- b. Public works
- c. Park host

Section 5. Public Events

Volunteers at the following public events will be covered under workers' compensation coverage using verified hourly Oregon minimum wage as basis for premium and/or benefit calculation:

- a. City Wide Spring Clean
- b. 3rd of July Celebration
- c. Annual Easter Egg Hunt
- d. Annual SOLVE Cleanup Event

Section 6. Community Service Volunteers/Inmates

Court-mandated community service workers/inmates on work release may be covered for workers' compensation benefits by the sentencing court. Coverage will be determined prior to work inception and stipulated to in writing between the City of Falls City and the respective sentencing court. The sentencing court will keep track of their hours and have their assumed payroll reported in Class Code 7720V using Oregon minimum wage

4. Other Volunteers

Volunteer exposures not addressed here will have workers' compensation coverage if, prior to the onset of the work provided that City of Falls City:

- a. Provides at least two weeks' advance written notice to CIS underwriting requesting the coverage
- b. CIS approves the coverage and date of coverage
- c. CIS provides written confirmation of coverage

City of Falls City agrees to maintain verifiable rosters for all volunteers including volunteer name, date of service, and hours of service and make them available at the time of a claim or audit to verify coverage.

Section 8. Resolution 2012-09 is repealed on the effective date of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Falls City to provide workers' compensation insurance coverage as indicated above. 71

ADOPTED BY THE FALLS CITY COUNCIL ON THIS 9th day of June, 2016.

VOTE: AYE____ NAY____ ABSTAIN____ ABSENT____

Terry Ungricht, Mayor

Date

ATTEST:

Domenica Protheroe, City Clerk

Date

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AGENDA REPORT

TO: CITY COUNCIL
FROM: TERRY UNGRICH, MAYOR
SUBJECT: BACK FLOW TESTING
DATE: 10/03/2017

SUMMARY

The current contract, exhibit A, for backflow testing is set to expire.

BACKGROUND

In October of 2013 the City and Richard Evans entered into a Personal Services Contract to perform the Backflow testing for our water customers. The City added on a charge of \$2.25 to each account to cover the cost of inspecting to follow the regulatory guidelines, the Resolution that adopted the inspection fee expires on June 30, 2018.

The backflow devices were installed through the WTP grant, Council at that time felt that with 2000 clean water act coming into effect that this would be a requirement, so they proactively installed the backflow devices on every account. It turned out that this did not become a requirement, but with the backflow devices installed we have to follow the requirement to test each installed device yearly. The past Administrator designated the devices as the customers' responsibility, so we collected the testing fee and set up the inspections, but if a device failed it would be the customers' responsibility to replace.

With the renewing of the Contract staff presented to the Public Works Committee some discussion with Councilors and the contractor.

- 1) We could look at regulations to see if we could start to pull the backflow devices out as they failed. The purpose of the backflow device is to prevent contamination to the system, but also protects customers when there is a water loss in the system. If the line that services the pressure to your house fails, it would drain the water out of your pipes and have a big chance of burning out your water heater. The Committee felt this option was not viable; the backflows not only protect the water system but also the property owner.
- 2) Some Water Utilities charge a maintenance fee for items like this. Staff could research and see what other utilities are doing. The Committee did not like this idea, the way the rates are figured when seeking grant and financing would not be able to include this portion of the rates, so they felt that item 3 was the preferred course.
- 3) City could take ownership of the backflow devices, we would then service a customer property to the end of the backflow device, currently our responsibility ends at the water meter. This would drop the \$2.25 currently being charged and we could add a rate increase to cover the cost.

If item 3 is the preferred method, I believe that a \$4.00 increase, which would really be a \$1.75 increase, would cover the cost of testing and the cost of replacement of devices that no longer

pass the test. With discussions with the Contactor, he believes that we will have at least 20 devices that will need replacement. Any devices that the contractor rejects will be the responsibility of the property owner to replace under the current procedure. This could create a real hardship for some of our utility customers. I looked on line and believe for the type of backflow we use in our system will runs around \$250.00 and then the customer would have to pay a licensed plumber to install. If we take over ownership of the backflow device our tester will be able to install new ones when the old ones fail.

EXHIBIT

- 1) Backflow contract

Motion:

I move that the Falls City Council change the current backflow procedure from customer ownership and responsibility to City ownership and for staff to provide a resolution to remove the current \$2.25 testing fee and to raise the base water fees by \$4.00.

PERSONAL SERVICES CONTRACT

INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into by and between the CITY OF FALLS CITY, an Oregon municipal corporation, hereinafter referred to as "City", and RICHARD EVANS, hereinafter referred to as "Contractor".

RECITALS

- A. City desires to obtain from Contractor the services incorporated herein.
- B. Contractor is willing and able to provide and perform such services according to the terms hereof.
- C. City does not seek to hire Contractor as an employee of City nor does Contractor desire to be an employee of City for performance of the services described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions set forth herein, it is hereby agreed as follows:

- 1. Contractor shall perform for City the services described on Exhibit A, and by reference incorporated herein.
- 2. The term of this contract shall commence as of October 10, 2013, and continue until June 30, 2017, with an option by City to extend the term of the contract for an additional year, to June 30, 2018, unless terminated earlier according to the provisions hereof. Notwithstanding the foregoing, this contract may be cancelled by the City upon thirty (30) days advance notification to the Contractor if the City deems it is in the City's best interest to do so.
- 3. City shall compensate Contractor for such services as provided in Exhibit A. Such compensation shall be exclusive and City shall neither pay nor provide Contractor with any fringe benefits, including, but not limited to, retirement, health insurance, workers' compensation insurance, unemployment insurance or sick leave. Contractor shall be responsible for paying all income taxes, social security or self-employment taxes and any other taxes or 75

assessments imposed by any governmental body incurred by reason of City's payment of compensation hereunder to Contractor.

4. Unless otherwise specifically provided above, all expenses of Contractor for travel, meals and lodging and the furnishing of tools, supplies and equipment shall be the sole and exclusive responsibility of Contractor and City shall have no liability therefor.

5. No additional compensation or alternate form thereof shall be payable by City to Contractor for any purpose whatsoever unless otherwise agreed in writing.

6. This contract is personal as to Contractor, and Contractor may not subcontract with or delegate to any other person any portion of the services to be performed hereunder without the prior written approval of City; provided, if Contractor has and shall perform the services herein with employees, Contractor may hire and fire such employees to perform the services.

7. Contractor may, during the term of this agreement, work for or be employed by any other person or persons, provided that such employment or work shall not impair performance of Contractor's services to the City hereunder.

8. This agreement is not a contract of employment and Contractor shall have no authority to represent, act for, bind or otherwise create or assume any obligation on behalf of City.

9. Contractor shall have the sole authority to determine the manner and means of performing the services described herein and City shall not interfere with, control or direct the manner or method in which such services are performed; provided, City shall have the right to specify the desired results of Contractor's services. Nothing herein shall be construed to grant Contractor any right or power to modify or amend the terms of this agreement, or to delegate or assign this contract to another party without the prior consent of the City.

10. Contractor shall be responsible for and has obtained or shall obtain all necessary assumed business name registrations, business and contractor registrations and professional or occupational licenses at Contractor's sole cost and expense, as may be required by State or law applicable to the services herein.

11. In the event Contractor's labor or services shall be performed by employees of Contractor, such employees shall be and at all times remain the employees of Contractor, under Contractor's sole and exclusive control, and shall not be deemed the employees of City for any purpose.

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12. If Contractor is a subject employer for workers' compensation or unemployment insurance purposes, Contractor shall provide such workers' compensation and unemployment coverage benefits at Contractor's sole cost and expenses and shall provide proof of such insurance and benefits at City's request.

13. Contractor represents that Contractor has filed federal and state income tax returns (a) in Contractor's business name; or (b) on a business Schedule C as part of Contractor's personal income tax returns, if Contractor provided labor or services as an independent contractor during the previous calendar year.

14. Contractor represents that the services to be provided under this contract are held out to the public as provided by an independent established business.

15. Contractor shall indemnify and hold City harmless from and against any and all claims, liabilities, demands or damages of any nature whatsoever including attorney fees and costs incurred by City in defense thereof, arising from or related to this contract and Contractor's performance or failure to perform any of the terms hereof, except as may be otherwise provided under the Oregon Tort Claims Act.

16. In the event suit or action is instituted on any cause arising out of this agreement or the services which are the subject hereof, the prevailing party in such suit or action shall be entitled to recover judgment for such party's reasonable attorney fees as may be awarded by the court in which such action is tried, heard or decided, and on any appeal therefrom.

17. This contract sets forth the entire agreement between the parties and may be modified or altered only by written notice signed by both parties hereto.

18. Notwithstanding any other provision herein to the contrary, this agreement may be terminated by either party at any time, with or without cause, as to the executory portion thereof, upon the giving of thirty (30) days written notice of intent to terminate.

19. In the event of a material breach or default by one party in performance of any obligation hereof, this contract may be terminated immediately and without prior notice.

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DATED: October 14, 2013

CITY OF FALLS CITY

By: 
City Administrator/Recorder

DATED: October 14, 2013


Contractor

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EXHIBIT A

PERSONAL SERVICES CONTRACT – INDEPENDENT CONTRACTOR

Statement of Work:

1. Contractor shall perform the following work:
 - A. Perform Backflow Assembly Tests and Re-Tests.
 - a. Contractor will perform annual testing of all backflow assemblies connected to privately owned residential system for those water customers connected to City of Falls City water system. Contractor must possess any and all licenses and/or certifications necessary to perform backflow tests. A list of customers and assembly addresses will be provided to the Contractor by the City which may only be used for the purpose of providing services in this contract.
 - B. Submit complete test reports acceptable to City Staff. The reporting format must be approved by the City before submitting the report.
 - C. Maintain assembly cross reference list that details any assemblies that meet the criteria for testing that are not included in the City database. Such assemblies will be added to the database and on the scheduled testing list and tested at the per assembly bid price. It will be necessary to maintain a list of backflow assemblies to ensure they are eligible for testing and payment under the terms of this contract.
 - D. Backflow assembly repair.
 - a. Contractor will notify City of assemblies in need of repair or that fail the initial test. Repairs will be the responsibility of the customer and if made by the Contractor will be billed directly to the customer by Contractor.
 - E. Testing time schedule. The testing of the backflow assemblies must be timed to coincide with the City testing schedule to take advantage of weather conditions and when the largest numbers of services are active and before services are winterized.

Maximum compensation:

1. The maximum compensation under this contract, including expenses is \$20 per backflow test per assembly and \$20 per backflow re-test per assembly.
2. Contractor shall not submit invoices for, and the city shall not pay any amount in excess of the maximum than the amount set forth above. If this maximum compensation about is increased by amendment of this contract, the amendment

shall be fully effective before the contractor performs the work subject to the amendment.

Payment:

1. Payment for testing will be made on a per-assembly basis. Repairs are the responsibility of the customer or property owner, Contractor will bill customer directly for any repairs authorized by the customer. Each assembly must be re-tested after repairs have been completed. Retested assemblies will be paid on a per assembly basis.

Special Considerations:

1. A significant number of backflow assemblies are located on private property and not in the right of way. Contractor shall make an effort to contact the resident of the property prior to entering the property to perform the test. Contractor must clearly identify himself/herself and will be expected to perform the work in a professional manner.

Insurance:

1. The contractor shall at all times maintain in force at Contractor's expense Commercial General Liability Insurance with a combines single limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate and Automobile Liability insurance with a combines single limit of \$1,000,000.
2. Contractor shall furnish the City a Certificate of Insurance with the signed contract, which shall name the City as an additional insured and shall provide that such policy or policies of insurance may not be cancelled or amended without 30 days' notice to the City.

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AGENDA REPORT

TO: CITY COUNCIL
FROM: TERRY UNGRICHT, MAYOR
SUBJECT: REVISION OF POLK COUNTY SHERIFF'S OFFICE PROCEDURES
DATE: 09/18/2017

SUMMARY

In 2008 the Oregon State Senate passed a bill, SB 111, which requires Governing bodies to review and comment on revisions to policies adopted by law enforcement agencies that provide services in their Community. .

BACKGROUND

Polk County Sheriff Garton would like the Falls City to review attachment A. Under State ORS when the Sheriff's office makes revisions to certain policies they need to be have governing bodies in their jurisdiction review and comment on them.

PREVIOUS COUNCIL/COMMITTEE ACTION	N/A
ALTERNATIVES/FINANCIAL IMPLICATIONS	N/A
STAFF RECOMMENDATION	adopt motion

PROPOSED MOTIONS

I move the City Council of the City of Falls City approve the revisions on use of deadly force as presented by the Polk County Sheriff's Office.

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LAW ENFORCEMENT
INTENTIONAL USE OF
DEADLY PHYSICAL FORCE
RESPONSE PLAN

(SB 111 Plan)

Polk County
Intentional Use of Deadly Physical Force
Planning Authority

Revision Date 7 2016

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Members of the Planning Authority

Aaron Felton, Polk County District Attorney (co-chair)
Sheriff Mark Garton, Polk County (co-chair)
Lt. Bob Charpentier, Oregon State Police
Chief Jerry Moore, Salem Police Department
Chief Darrell Tallan, Monmouth Police Department
Chief Robert Mason, Independence Police Department
Chief Jake McKnight, Grand Ronde Tribal Police Department
Chief Thomas Simpson, Dallas Police Department
Deputy Jeff Williams, Labor Union Representative
Bob Branigan, Public Member

Roster Updated June 20th, 2017

On June 29th, 2017 this Plan was approved by the Planning Authority and later submitted to the local governing bodies of the following jurisdictions:

Polk County-----Approved 05/08/08 rev
City of Independence----- Approved 05/27/08 rev 09/12/17
City of Monmouth----- Approved 06/03/08 rev
City of Dallas----- Approved 05/19/08 rev
City of Falls City----- Approved 06/02/08 rev
City of Salem----- Approved 05/05/08 rev
Confederated Tribes of Grand Ronde -----

Upon receiving a vote of approval from 2/3 of the above jurisdictions, this Plan was submitted to the Attorney General, who approved the Plan. On _____ this document was updated and edited for content, based on current standards.

Preamble

Polk County law enforcement agencies recognize the importance to both their agencies and our communities to ensure that any intentional use of deadly physical force by a peace officer is investigated in a professional, competent and impartial manner. The openness with which we proceed in these investigations is critical to establishing and

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maintaining trust within the community. It is clear our citizens examine closely the actions any law enforcement agency takes when their officers intentionally use deadly physical force, and it is our goal to ensure the community is confident and accepting of the actions Polk County law enforcement agencies take when involved in these situations.

The purpose of this Plan is not to set the standards for the use of such force, or to be a substitute for agency policy regarding use of force, but rather to provide a framework for a consistent response to an officer's use of deadly physical force that treats all people affected by the event fairly, and promotes public confidence in the criminal justice system.

Section 1: Administration

- (1) In the event that a member of the planning authority is unable to continue to serve, a replacement shall be appointed as provided in Section 2(1) of Senate Bill 111, Oregon Laws 2007.
- (2) There shall be six voting members of the Planning Authority. The approval of the Plan, elements or revisions thereof, shall be by majority vote.
- (3) The presence of 2/3 of the voting members shall be required in order to hold any vote.

Section 2: Applicability of the Plan

This plan shall be applicable, as set forth herein, to any intentional use of deadly physical force by a peace officer acting in the course of and in furtherance of his/her official duties, occurring within Polk County.

Section 3: Definitions

Agency Means the law enforcement organization employing the peace officer who intentionally used deadly physical force.

Plan Means the final document approved by the Planning Authority, adopted by two-thirds of the governing bodies employing law enforcement agencies, and approved by the Attorney General. Any approved revisions shall become a part of the Plan.

Deadly Physical Force Means physical force that under the circumstances in which it is used is readily capable of causing death or serious physical injury.

Serious Physical Injury Means physical injury which creates a substantial risk of death or which causes serious and protracted disfigurement, protracted impairment of health or protracted loss or impairment of the function of any bodily organ. (ORS 161.015(8))

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Physical Injury Means impairment of physical condition or substantial pain that does not amount to “serious physical injury.”

Involved Officer Means the peace officer whose official action was or whose official order precipitated an intentional use of deadly physical force. Also includes a peace officer who was involved before or during the intentional use of deadly physical force, and this involvement was reasonably likely to expose the officer to a heightened level of stress or trauma.

Section 4: Immediate Aftermath

When a peace officer intentionally uses deadly physical force, the officer shall immediately take whatever steps are reasonable and necessary to protect the safety and health of the officer and any member of the public.

After taking such steps, the officer shall immediately notify his or her agency of the intentional use of deadly physical force.

Thereafter, the officer, if able, shall take such steps as are reasonably necessary to preserve the integrity of the scene and to preserve evidence.

Upon request, the officer shall provide information regarding the circumstances as necessary to protect persons and property, preserve any evidence, and to provide a framework for the investigation.

Section 5: Intentional Use of Deadly Physical Force

When intentional deadly physical force is used against any person, in addition to the requirements of Section 4 (1) of this Plan and notwithstanding agency policy, the following provisions apply:

- (1) Upon the arrival of additional peace officers, sufficient to manage the scene, each Involved Officer shall be relieved of the above duties set forth in Section 4(1) of the Plan, and the duties shall be re-assigned to uninvolved peace officer personnel.
- (2) The on-scene supervisor shall take immediate action to stabilize the situation, ensure notification of the appropriate staff and agencies, and shall obtain information relevant to public safety (e.g. outstanding suspects, location of evidence, direction of travel, etc.).
- (3) As soon as practicable, each Involved Officer shall leave the scene with a companion officer, as directed by his or her supervisor, and be offered an opportunity for a medical examination. If the officer is not in need of medical treatment, the officer shall be taken to a location designated by the investigative agency. Following the intentional use of deadly physical force, the officer's

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union representative shall be notified. Management or non-represented employees shall be afforded the same opportunity to consult with legal representation.

- (4) After consultation with the involved officer, the agency or officer shall notify the officer's family according to the agency's policy regarding such notification.
- (5) Notification shall be made to the District Attorney as provided in Section 7(1) of this Plan. This provision does not prevent the agency from requiring additional notification requirements within their respective agency policies.
- (6) As soon as practicable, any weapon used by an involved officer shall be seized by investigators and, if appropriate, replaced with a substitute weapon. Other involved officers' weapons, even if not used, are also subject to seizure by the investigative agency.
- (7) Interview of an Involved Officer:

As used in this section "interview" refers to formal interview of an officer by assigned investigative personnel that occurs a reasonable time after the incident, and after the officer has had an opportunity to consult with counsel, if so desired. It's noteworthy that there may be multiple involved officers, and this process shall be followed with each of them.

- (a) The interview of the involved officer who intentionally used deadly physical force shall occur after a reasonable period of time to prepare for the interview and taking into account the emotional and physical state of the officer(s). The interview shall occur no sooner than 48 hours after the incident, unless this waiting period is waived by the officer.
- (b) The waiting period does not preclude an initial on-scene debriefing with the officer to assess and make an initial evaluation of the incident.
- (c) The scene shall be secured and managed consistent with the control of any other major crime scene. Only personnel necessary to conduct the investigation shall be permitted access to the scene. When it is determined

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that no evidence will be contaminated or destroyed, the involved officer may conduct a “walk through” to assist in the investigation.

- (8) Immediately after the initial on-scene debriefing (see Section 5(7)(b)), an involved officer shall be placed on administrative leave until sufficient information exists to justify the intentional use of deadly physical force and the officer has had an opportunity for initial mental health counseling.
- (9) Notwithstanding subsection (8) above, for no less than 72 hours immediately following an incident in which deadly physical force was intentionally used by a peace officer, a law enforcement agency may not return an Involved Officer to duties that might place the officer in a situation in which the officer has to use deadly force. (See also related subsection (10) below.)
- (10) In the six months following an intentional use of deadly physical force incident that results in a death, the agency shall offer each Involved Officer a minimum of two opportunities for mental health counseling. The officer shall be required to attend at least one session of mental health counseling.
 - (a) At agency expense, the involved officer (s) shall be scheduled for an appointment with a licensed mental health counselor for a counseling session with a follow-up session scheduled at a date determined by the mental health professional.
 - (b) The counseling sessions are not to be considered fitness for duty evaluations, and are to be considered privileged between the officer and counselor.
- (11) In the event of an intentional use of deadly physical force, it is recommended that members of an organization outside the involved officer’s agency conduct the investigation under the direction of the District Attorney. Members of the involved officer’s agency may assign personnel to assist in the investigation as directed by the lead investigative agency.
 - (a) An outside agency may include the Oregon State Police, the Polk County Major Crimes Team or any other agency which has the expertise necessary to investigate a deadly force situation.
 - (b) The District Attorney shall be consulted whenever one agency requests another to investigate any intentional use of deadly physical force.
 - (c) At least one officer from an outside agency shall be assigned to the investigative team in the event an agency investigates their own officer’s intentional use of deadly physical force.

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- (12) The assignment of outside investigative personnel does not preclude the agency involved from conducting a concurrent investigation for administrative purposes as established by that agency. Such investigations may be necessary for civil preparation, determination of policy violations or training issues.
- (13) In order to preserve the integrity of the investigation, the scene supervisor and investigative supervisor shall notify all involved officers to refrain from making public statements about the investigation, until such time as the investigation has concluded and the District Attorney has made a determination regarding the criminal responsibility of all involved persons.
- (14) As soon as practical, and in conjunction with the District Attorney's Office and the lead investigative agency, the involved officer's agency shall release an initial public statement about the incident. The statement shall include, as appropriate:
 - (a) The time and location of the incident;
 - (b) The condition of any suspect;
 - (c) The nature of the intentional use of deadly physical force;
 - (d) Any other information the District Attorney, lead investigative agency, or the involved officer's agency deems necessary given the particular circumstances of the incident.

Section 6: Investigation Protocols

- (1) The investigation, at a minimum, shall consist of the following:
 - (a) Eyewitness and involved party interviews
 - (b) Evidence collection
 - (c) Scene documentation
 - (d) Involved Officer(s) interview(s)
- (2) The investigation shall be documented in written reports, and all police reports and taped statements shall be provided to the investigative agency, the Involved Officer(s) agency(ies), and the District Attorney.

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Section 7: District Attorney

- 1) When an intentional use of deadly physical force by an officer occurs the agency shall immediately notify the District Attorney's Office. Notification shall be made through the established on-call procedure.
- 2) When an intentional use of deadly physical force by an officer occurs, the District Attorney or his or her designee will consult with the agency regarding the investigation and implementation of elements of this plan.
- 3) The District Attorney has the sole statutory and constitutional duty to make the decision on whether to present a matter to a Grand Jury.
 - (a) The District Attorney will consult with the investigating agency and make a decision on whether to present the case to a Grand Jury.
 - (b) The timing of the decision will be made by the District Attorney based upon all considerations.
 - (c) If the District Attorney decides to present a case to the Grand Jury, the District Attorney shall promptly notify the investigating agency, the involved officer's agency, and the involved officer through his or her representative.
 - (d) Upon a final decision by the Grand Jury or the District Attorney, the District Attorney shall notify the investigating agency and the involved officer's agency of the conclusions of the Grand Jury proceeding under this plan.
 - (e) The District Attorney shall release the Grand Jury conclusions to the public.

Section 8: Debriefing

The intentional use of deadly physical force by a peace officer has the potential to create strong emotional reactions which have the potential to interfere with an officer's ability to function. These reactions may be manifested immediately, or over time. Further, these reactions may occur not only in an officer directly involved in the incident, but also in other officers within the agency.

The requirements of this section provide a minimum framework and are not intended to take the place of agency policy. Agencies are encouraged to develop formal procedures to deal with an officer's stress response following an intentional use of deadly force incident. Such policies should include a procedure that are implemented from the time of the incident and continue over time.

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- (1) Upon a final determination by the District Attorney, the agency shall conduct an internal review of the matter for compliance with agency policy. Such review, at a minimum shall include a review of the incident with the involved officer(s).
- (2) Each agency shall provide a process for any officer(s) who make(s) a request, to participate in a critical incident debriefing.
- (3) If available, agencies should encourage officers to take advantage of Employee Assistance Programs, and if appropriate, agencies should request assistance from other agencies that may have in place formal programs for dealing with critical incidents.

Section 9: Agency Reporting, Training, Outreach

- (1) Each law enforcement agency within Polk County shall make available a copy of this Plan to every officer and shall incorporate the Plan into agency policies and provide training to officers on the implementation of the plan.
- (2) Upon the conclusion of an investigation, the announcement by the District Attorney pursuant to Section 7(3) of the Plan, and the debriefing, the agency shall complete the Attorney General's report regarding the use of force, and submit the report to the Attorney General.
- (3) Each agency subject to this Plan shall comply with the Department of Public Safety Standards and Training rules on use of force training, as well as establish department training requirements on the use of force. The training must include education on the agency's use of force policy. This training may also include, but is not limited to the following:
 - (a) Defensive Tactics
 - (b) Tactical Shooting
 - (c) Use of force in making an arrest
 - (d) Use of non-lethal force

Each agency shall have a written policy and monitoring system to ensure that the training standards are met.

- (4) After adoption of this Plan, to the extent they are fiscally able, each agency shall take steps to publicize the Plan to their respective communities, by providing information to the media, general public, community organizations, and quasi-governmental bodies.

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Section 10: Fiscal Impact

The Planning Authority has noted only de minimis fiscal impact resulting from the above process.

Section 11: Plan Revision

The Planning Authority shall conduct a biennial review of the Plan. If a revision of the Plan becomes advisable, the Planning Authority shall meet and discuss such a revision. If the Planning Authority adopts a revision, such revision shall be submitted for approval as provided by statute.

Section 12: Agency Policies

Agency Policies attached.

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**Mayor's Report,
October 12, 2017 Council Meeting**

We successfully closed out the Parks grant and received final payment of \$8500.00. The IFA Master Water Plan grant will be closed as soon as I receive approval from OWRD on the conservation element of the Master Plan. OWRD had some requested changes and clarifications on the conservation element, which have been approved all except a question on the Berry Creek Water Rights. I expect HBH engineering has submitted an addendum answering the question, so if I receive the approval next week from OWRD we can approve the completed plan and close out the \$20,000.00 grant.

Once Council adopts the Master plan the only area we will be out of compliance will be the cross connection inspector and cross connection plan. In November we are sending our new Public works employee to receive training, we will then apply for certification from the State and develop a cross connection program and be compliant on all of the OHA rules for our water system. This will mean instead of three year inspections we will go up to five years. This will more than pay for the training of our employee.

Staff has worked on the project intake for acceptance in the 2017 round of CDBG funding. I expect to have authority to start on the application shortly. As we have discussed the application will just be for final design, which will have the project all ready to go out for construction bids, a rate study, and the environmental plan. This is lowering what we will be asking for from the 2.5 million to an estimated \$345,000.00. I believe this will allow us to be successful on our application and strengthen our application for construction. Whatever we spend in this round of funding will go against the 2.5 million, so if we are successful and spend \$300,000 we will have 2.2 million left to apply for in the construction part of the project. We will still need to apply for other funding and grants for the remaining balance of the project cost.

I contacted our Insurance carrier on a Park Host, we just need to add the position to our volunteer resolution which is before you this meeting. Public works has the water and sewer furnished to the spot, electricity is furnished, and Councilor Lauder has finished the slab for the host to park on. It was a wonderful looking pour, but unfortunately I did not have a guard on site until fully dry and some children walked all through the pour. It really broke my heart, we try to do these projects for the betterment of our community and we get this vandalism. Cliff and I ground down some of the worst spots and brushed the whole pad, but it is still marred with the foot prints and gouged where they threw rocks into it. The only thing we have left to do is work out an agreement for the host to sign specifying what we expect and protecting the City against high utility bills. I hope to have this done as soon as I return from Utah, hopefully we will have a host on site by November 1st.

With the added expense of having a Park Host and cost of the project I will have to bring a supplemental budget to Council around the first of the year. I still have not had to perform one of these but do not expect to have any problems.

We hired Rose Bajorins as Code Enforcer and are working on developing our first case. As soon as we are comfortable with the first one we will be taking on a bank owned property for abatement. I will be ordering a ticket book for our court and have had the City Attorney advising us on the

process. One thing that is in our code is our abatement process requires Council approval, but we can still develop a case for our Court. Abatement can be an expensive process, so it will be a bit before we have a decent procedure laid out to pursue that part. We will be able to bring the case to our Municipal Court and have fines issued.

Chief young and I have submitted an idea to the SWRFD on a way to still perform calls in their District but limit the liability they have. The Chief will meet with the SWRFD Chief to iron out a few things and hopefully open better lines of communication. We will then schedule another negotiating session to see if we can work out a solution to provide service to residents in their district.

Our new hire Cody will be at the meeting for you all to meet again. We are trying to show him everything he will need to know without over whelming him, tough job. I have told most of the Councilors that my wife's health has not been real great lately. I don't expect it to overly interfere with my duties, but if Council wants to think about appointing another Mayor I would step down. This would allow time for Council's choice to have some training, time to learn to run meetings, and attend the Mayor's meetings that I usually do not attend because of time. I could stay on as Manager as long as I am able and Council wishes me to.

MONTHLY EXPENSE REPORT

MAYOR UNGRICHT

09/06/2017:	25 Miles, Monmouth Bank.
09/11/2017:	25 Miles, Monmouth Bank.
09/12/2017:	52 Miles, Salem CDBG meeting.
09/13/2017:	25 Miles, Monmouth Bank.
09/19/2017:	25 Miles, Monmouth Bank.
09/22/2017:	21 Miles, Dallas Polk Breakfast meeting.
09/22/2017:	25 Miles, Monmouth Bank.
09/26/2017:	25 Miles, Monmouth Bank.
09/29/2017:	25 Miles, Monmouth Bank.
10/03/2017:	25 Miles, Monmouth Bank.

Miles 273 x 53.5 = \$146.05 mileage.

09/22/2017 Parking in Salem, pd with my credit card, receipt attached. \$3.00

Total reimbursement = \$ 149.05

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PLACE ON DASH FACE UP
Welcome to Salem
Valid Until:
TUESDAY
SEP 12 2017
10:22 AM
AMOUNT: \$3.00
ARRIVAL TIME: 9/12/2017 8:22 AM
RECEIPT NR: 2845 METER ID: 39-E-SUMMER-A
DISPLAY FACE-UP ON DASH 00665863
PLACE ON DASH FACE UP

RECEIPT
ENTRY:
SEP12
8:22 AM
PAID:
\$3.00
EXPIRES:
SEP12
10:22 AM

PLACE ON DASH FACE UP
Welcome to Salem
Valid Until:
TUESDAY
SEP 12 2017
10:22 AM
AMOUNT: \$3.00
ARRIVAL TIME: 9/12/2017 8:22 AM
RECEIPT NR: 2845 METER ID: 39-E-SUMMER-A
DISPLAY FACE-UP ON DASH 00665863
PLACE ON DASH FACE UP

RECEIPT
ENTRY:
SEP12
8:22 AM
PAID:
\$3.00
EXPIRES:
SEP12
10:22 AM

CDBG

Meeting

pd by Terry

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CIS NEWS

FOR IMMEDIATE RELEASE

September 29, 2017

Contact: Bill LaMarche 503-763-3824
City Manager: Terry Ungricht

CITY WINS PRESTIGIOUS SAFETY AWARD

Falls City competed against similar-sized cities across Oregon

Portland, Ore. — The City of Falls City received a well-deserved safety award at the League of Oregon Cities annual conference late last week. The City took home the Gold award.

CIS (Citycounty Insurance Services) presented the award in recognition of the City's good employee safety record during the 2016-17 year. The annual CIS/LOC award, more than three decades old, rewards cities with the fewest number of work days lost due to on-the-job injuries. It showcases employee safety, focusing on training, a proven track record in avoiding injuries, and management's commitment to a safe work environment.

"At CIS, we've redoubled our focus on keeping safety front and center for our workers' compensation program members," said CIS' Executive Director Lynn McNamara. "Our winners are cities that adopt safe work practices and make sure those practices are followed, day in and day out. Their commitment and vigilance produces results: employees stay on the job, and costs stay down."

For the annual safety awards, open to all members of the League of Oregon Cities, qualifying cities may win a gold, silver or bronze award.

Cities are grouped by the number of full-time employees:

- Group 1 (1-14 employees)
- Group 2 (15-29 employees)
- Group 3 (30-79 employees)
- Group 4 (80-149 employees)
- Group 5 (150-399 employees)
- Group 6 (400-above employees)

The City is recognized based on the number of time loss injuries the city has, and their duration, compared to the number of hours worked in a year. Gold awards went to those cities with zero, time-loss injuries. If no cities in a group had zero time-loss injuries, then the gold went to the city with the lowest injury ratio.

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To learn more about the CIS safety award, please visit cisoregon.org/SafetyAwards.

September 2017 Falls City Stats

Falls City Calls for Service					
Alarm	DOA		Hit and Run	1	Susp Activity
Assault	FIR		Menace		Susp Person
Animal	Domestic Dist	3	Misc Crime		Susp Vehicle
Area Check	Drug		Mental		Theft
Assault	FIR	1	Noise	5	Tow
Assist Other Agency	Fire/EMS	2	Overdose		traffic assist
ATL (attempt to locate)	Follow up	5	prowler		Traffic Stops
Dog Bite	Fight		runaway		Trespass
Citizen Contact	Fraud	1	sex offense		Warrant
Civil Paper Service	Gen Disturb		Shots Fired	1	Welfare Check
Criminal Mischief	Harassment	1	Stolen Veh		Unclass

Falls City Calls for Service	75	Of the FC Calls for Service	10	involved crimes
Total Calls for Service (county wide)	1813	FC Cases Cleared by Arrest	9	90.0% clearance
Falls City % of Total Calls	4.1%	Total Arrests in Falls City	7	6.9% of total arrests

Total Service Calls (Polk County)	1813	Crimes Occ	1	(county wide)
Cases Cleared by arrest	162	58.0%	0	(Falls City)
Total Arrests (county wide)	94			
	102			(only true crimes reported here)

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Public Works Staff Report for September, 2017

Friday, 1 Cleaning grounds city shop, state paper work, hang two door hangers.

Saturday, 2 Sunday, 3 Routine water and sewer.

Monday, 4 Holiday, routine water and sewer.

Tuesday, 5 Put signs in parks, hedge trimming Community Center.

Wednesday, 6 Working at Community Center.

Thursday, 7 Finish Community Center, starting ditch work Fair Oaks.

Friday, 8 Ditch work, parts and gas run.

Saturday, 9 Sunday, 10 Routine water and sewer.

Monday, 11 Ditch work on Fair Oaks.

Tuesday 12 Ditch work.

Wednesday, 13 Cut tree down upper park for slab for park host. Training on new meter system.

Thursday, 14 Dig out for slab.

Friday, 15 Installed new sewer line upper park, installed cutter blades on grader.

Saturday, 16 Sunday, 17 Routine water and sewer.

Monday, 18 Checking septic tanks, grading roads.

Tuesday, 19 130 South Main, septic tank in alarm, check Teal CR. Intake, first heavy rain.

Wednesday, 20 Road grading, tank inspection.

Thursday, 21 130 South Main septic problem with floats.

Friday, 22 Meter reading.

Saturday, 23 Sunday, 24 Routine water and sewer

Monday, 25 Finish meters, some rereads and high consumption.

Tuesday, 26 Gravel spot for park host, Ditch work Woods, septic tank back up Prospect.

Wednesday, 27 Ditch work Bryent and Woods.

Thursday, 28 Blade patch on Fair Oaks.

Friday, 29 Ditch work Bryent, mowed lower cemetery.

Saturday, 29 Power outage WTP, routine sewer.

Sunday, 1 Routine water and sewer.

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