

# Notice of Public Meeting City Council Meeting

## AGENDA

### CITY OF FALLS CITY, OREGON

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

Thursday February 8, 2018 6:00 p.m.

Posted on February 2, 2018

#### 1.) Call to Order

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

#### 2.) Pledge of Allegiance

#### 3.) Motion to Adopt the Entire Agenda

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

- A. Approval of the Bills .....pages 1-4
- B. Approval of January 11, 2018 Council Meeting Minutes.....pages 5-12

**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. Council President Election .....page 13
- B. Budget Calendar 2018-2019.....pages 14-16
- C. Replacement Pages for Municipal Code.....pages 17-24
- D. 2018 Council Goals.....pages 25-27
- E. Advisory Board Membership.....page 28
- F. Budget Committee Appointment.....pages 29-37
- G. WTP sand replacement bidding document.....pages 38-66

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

- A. Manager Report.....page 67-68
- B. Mayor Report
- C. Council Reports
  - Polk County Sheriff Garton's report.....page
  - Fire Department Monthly Report,
  - Public Works Department Monthly Report .....page 69
  - Library Monthly Report

**Executive session under ORS 192.660 (2) (i) to review and evaluate the position of City Manager and other department employment.**

#### 8) Council Announcements

- A. Next regular Council Meeting, March 8, 2018 6:00 pm.

#### 9) Adjourn

The City of Falls City does not discriminate in providing access to its programs, services, and activities on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government. Should a person need special accommodations or interpretation services, contact the City at 503.787.3631 at least 48 (forty-eight) hours prior to the need for services and every reasonable effort to accommodate the need will be made.

**Paid Bills Report**  
As of January 10, 2018

	Date	Memo	Account	Class	Amount
<b>Dallas Auto Parts</b>					
	01/10/2018	12.30.2017	Accounts Payable		-32.49
	01/10/2018	supplies	Maintenance Supplies	11 STREET FUND	32.49
					0.00
<b>Total Dallas Auto Parts</b>					0.00
<b>Edge Analytical</b>					
	01/10/2018	18-00368 & 17-37743	Accounts Payable		-169.00
	01/10/2018	18-00368	Lab Analysis Services	20 WATER OPERATING FUND	20.00
	01/10/2018	17-37743	Lab Analysis Services	13 SEWER FUND	149.00
					0.00
<b>Total Edge Analytical</b>					0.00
<b>Frink's General Store</b>					
	01/10/2018	invoice12272017D	Accounts Payable		-23.37
	01/10/2018	invoice12272017D, supplies	Equipment Maintenance/Repair	11 STREET FUND	23.37
					0.00
<b>Total Frink's General Store</b>					0.00
<b>L &amp; L Equipment</b>					
	01/10/2018	12.30.2017	Accounts Payable		-14.78
	01/10/2018	gloves	System Maintenance/Repair	11 STREET FUND	14.78
					0.00
<b>Total L &amp; L Equipment</b>					0.00
<b>Mountain Valley Monitoring</b>					
	01/10/2018	INV#2099	Accounts Payable		-90.00
	01/10/2018	Security Monitoring January-March, inv.	Professional Services	01 GENERAL FUND:01 Administrativ	45.00
	01/10/2018	Security Monitoring	Professional Services	01 GENERAL FUND:01 Fire Departm	45.00
					0.00
<b>Total Mountain Valley Monitoring</b>					0.00
<b>Net Assets Corporation</b>					
	01/10/2018	66-201712	Accounts Payable		-11.00
	01/10/2018	Lien Search, INV, 66-201712	Professional Services	20 WATER OPERATING FUND	11.00
					0.00
<b>Total Net Assets Corporation</b>					0.00
<b>OAWU</b>					
	01/10/2018	invoice 238111, Annual Dues	Accounts Payable		-235.62
	01/10/2018	invoice 238111, Annual Dues	Educational/Training/Dues	20 WATER OPERATING FUND	235.62
					0.00
<b>Total OAWU</b>					0.00
<b>Office Craft</b>					
	01/10/2018	M99-6013	Accounts Payable		-50.69
	01/10/2018	M99-6013	Copier Lease/Maintenance	01 GENERAL FUND:01 Administrativ	50.69
					0.00
<b>Total Office Craft</b>					0.00
<b>One Call Concepts, Inc</b>					
	01/10/2018	Acct #09-0001409, Inv #7120366	Accounts Payable		-6.30
	01/10/2018	Inv #7120366	Contractual Services	11 STREET FUND	2.10
	01/10/2018	Acct #09-0001409, Inv #7120366	Contractual Services	13 SEWER FUND	2.10
	01/10/2018	Acct #09-0001409, Inv #7120366	Contractual Services	20 WATER OPERATING FUND	2.10
					0.00
<b>Total One Call Concepts, Inc</b>					0.00
<b>Overhead Door Company of Salem</b>					
	01/10/2018	Inv# 121741	Accounts Payable		-295.00
	01/10/2018	Inv# 121741 repair door fire station	Building Maintenance/Repair	01 GENERAL FUND:01 Fire Departm	295.00
					0.00
<b>Total Overhead Door Company of Salem</b>					0.00
<b>Petro Card</b>					
	01/10/2018	C269536	Accounts Payable		-158.95
	01/10/2018	20% C269536	Vehicle Operation	11 STREET FUND	31.79
	01/10/2018	20%	Vehicle Operation	13 SEWER FUND	31.79
	01/10/2018	60%	Vehicle Operation	20 WATER OPERATING FUND	95.37
					0.00
<b>Total Petro Card</b>					0.00
<b>Pitney Bowes Global Financial Services LL</b>					
	01/10/2018	Acct# 3304626194, Inv 3305241161	Accounts Payable		-196.80
	01/10/2018	October 35% Inv 3305241161	Postage & Freight	13 SEWER FUND	68.88
	01/10/2018	October 50%	Postage & Freight	20 WATER OPERATING FUND	98.40
	01/10/2018	October 15%	Postage & Freight	01 GENERAL FUND:01 Administrativ	29.52
					0.00
<b>Total Pitney Bowes Global Financial Services LL</b>					0.00
<b>Target Solutions</b>					
	01/10/2018	21440	Accounts Payable		-3,065.00

**Paid Bills Report**  
As of January 10, 2018

	Date	Memo	Account	Class	Amount
Total Target Solutions	01/10/2018	Membership platform for training/complai	Professional Services	01 GENERAL FUND:01.07 Fire Departm	3,065.00
Van Weil Building Supply					0.00
	01/10/2018	2 invoices	Accounts Payable	11 STREET FUND	-106.26
	01/10/2018	Asphalt patch	Maintenance Supplies	20 WATER OPERATING FUND	100.68
	01/10/2018	pipe	Maintenance Supplies		5.58
Total Van Weil Building Supply					0.00
Verizon Wireless					
	01/10/2018	9796879281	Accounts Payable	01 GENERAL FUND:01.01 Administrativ	-38.01
	01/10/2018	January	Telephone	20 WATER OPERATING FUND	19.00
	01/10/2018	9796879281	Telephone		19.01
Total Verizon Wireless					0.00
Westech Engineering					
	01/10/2018	23359	Accounts Payable	20 WATER OPERATING FUND	-1,105.00
	01/10/2018	23359, Sand replacement	Equipment Maintenance/Repair	13 SEWER FUND	845.00
	01/10/2018	Effluent meter	Equipment Maintenance/Repair		260.00
Total Westech Engineering					0.00
Williamson & Aebi, LLP					
	01/10/2018	January	Accounts Payable	01 GENERAL FUND:01.01 Administrativ	-613.60
	01/10/2018	35% December	Professional Services	214.76	
	01/10/2018	5%	Professional Services	01 GENERAL FUND:01.04 Municipal Cr	30.88
	01/10/2018	10%	Professional Services	11 STREET FUND	61.36
	01/10/2018	15%	Professional Services	13 SEWER FUND	92.04
	01/10/2018	35%	Professional Services	20 WATER OPERATING FUND	214.76
Total Williamson & Aebi, LLP					0.00
Xerox Corporation					
	01/10/2018	Inv 091830064	Accounts Payable	01 GENERAL FUND:01.01 Administrativ	-147.18
	01/10/2018	65% Inv 091830064	Maintenance Supplies	20 WATER OPERATING FUND	95.66
	01/10/2018	35%	Maintenance Supplies		51.52
Total Xerox Corporation					0.00
Xerox Financial Services					
	01/10/2018	Inv 1024128	Accounts Payable	01 GENERAL FUND:01.01 Administrativ	-180.75
	01/10/2018	lease November 65%, Inv 1024128	Copier Lease/Maintenance	11 STREET FUND	117.49
	01/10/2018	lease 10%	Copier Lease/Maintenance	13 SEWER FUND	18.07
	01/10/2018	lease 10%	Copier Lease/Maintenance	20 WATER OPERATING FUND	18.07
	01/10/2018	lease 15%	Copier Lease/Maintenance		27.12
Total Xerox Financial Services					0.00
Cascade Columbia Distribution Company					
	01/19/2018	invoice 711661 and 712482	Accounts Payable	20 WATER OPERATING FUND	-1,166.70
	01/19/2018	invoice 711661 and 712482	Chlorine Supplies		1,166.70
Total Cascade Columbia Distribution Company					0.00
CenturyLink					
	01/19/2018	multiple phone bills January	Accounts Payable	01 GENERAL FUND:01.01 Administrativ	-432.84
	01/19/2018	January	Telephone	20 WATER OPERATING FUND	186.05
	01/19/2018	multiple phone bills January	Telephone	01 GENERAL FUND:01.07 Fire Departm	71.57
	01/19/2018	multiple phone bills January	Telephone		175.22
Total CenturyLink					0.00
Consumers Power Inc					
	01/19/2018	Account # 1155301	Accounts Payable	20 WATER OPERATING FUND	-257.99
	01/19/2018	January Power	Power/Heat		257.99
Total Consumers Power Inc					0.00
Deisman Trucking & Excavation					
	01/19/2018	Inv. 172382 Rock	Accounts Payable	11 STREET FUND	-2,037.60
	01/19/2018	Inv. 172382 Rock	Maintenance Supplies		2,037.60
Total Deisman Trucking & Excavation					0.00
Edge Analytical					
	01/19/2018	18-00340	Accounts Payable	13 SEWER FUND	-227.00
	01/19/2018	18-00340	Lab Analysis Services		227.00

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**Paid Bills Report**  
As of January 10, 2018

	Date	Memo	Account	Class	Amount
Total Edge Analytical					
Falls City Fire Association	01/19/2018	January	Accounts Payable		0.00
	01/19/2018	January	Point System	01 GENERAL FUND:01.07 Fire Departm	-208.33
					208.33
					0.00
Total Falls City Fire Association					
Ferguson Waterworks	01/19/2018	Inv. 0621813	Accounts Payable		-939.36
	01/19/2018	Inv. 0621813, meters	System Maintenance/Repair	20 WATER OPERATING FUND	939.36
					0.00
Total Ferguson Waterworks					
Mid Wilamette Valley COG	01/19/2018	1718196	Accounts Payable		-493.75
	01/19/2018	1718196, land use	City Hall Maint/Repairs	01 GENERAL FUND:01.07 Fire Departm	493.75
					0.00
Total Mid Wilamette Valley COG					
Pacific Power	01/19/2018	multiple accounts, 21091561-006 2	Accounts Payable		-2,666.34
	01/19/2018	January	Power/Heat	01 GENERAL FUND:01.07 Fire Departm	1,156.87
	01/19/2018	multiple accounts, 21091561-006 2	Power/Heat	01 GENERAL FUND:01.01 Administrativ	285.04
	01/19/2018	multiple accounts, 21091561-006 2	Power/Heat	01 GENERAL FUND:01.03 Parks	36.60
	01/19/2018	multiple accounts, 21091561-006 2	Power/Heat	13 SEWER FUND	472.52
	01/19/2018	multiple accounts, 21091561-006 2	Street Lights	11 STREET FUND	640.05
	01/19/2018	multiple accounts, 21091561-006 2	Power/Heat	20 WATER OPERATING FUND	75.26
					0.00
Total Pacific Power					
Richard P Evans	01/19/2018	inv. 6696, 150 tests	Accounts Payable		-3,000.00
	01/19/2018	inv. 6645, 136 tests	Backflow Tests	20 WATER OPERATING FUND	3,000.00
					0.00
Total Richard P Evans					
Santa Clara Rural Fire District	01/19/2018	Fire Truck	Accounts Payable		-1.00
	01/19/2018	Fire Truck	Vehicle Operation	01 GENERAL FUND:01.07 Fire Departm	1.00
					0.00
Total Santa Clara Rural Fire District					
Speer Hoyt LLC	01/19/2018	INV: 43295	Accounts Payable		-722.00
	01/19/2018	INV: 43295	Attorney/Special Council	01 GENERAL FUND:01.01 Administrativ	722.00
					0.00
Total Speer Hoyt LLC					
Steel Family, LLC	01/19/2018	Utility Refund accounts 749 and 491	Accounts Payable		-204.73
	01/19/2018	Utility Refund accounts 749 and 491	Utility Rebates and Incentives	20 WATER OPERATING FUND	204.73
					0.00
Total Steel Family, LLC					
US Bank Visa	01/19/2018	Account Number: 4798 5312 1498 1146	Accounts Payable		-498.19
	01/19/2018	Website annual and computer power sup	Office Supplies	01 GENERAL FUND:01.01 Administrativ	253.49
	01/19/2018	Cross Connection training	Travel/Mealing Expense	20 WATER OPERATING FUND	237.90
	01/19/2018	certified postage	Postage & Freight	01 GENERAL FUND:01.04 Municipal Cr	6.80
					0.00
Total US Bank Visa					
CenturyLink Business Services	01/31/2018	February 1430956149	Accounts Payable		-2.37
	01/31/2018	February 1430956149-85%	Telephone	01 GENERAL FUND:01.01 Administrativ	2.01
	01/31/2018	February 1430956149-15%	Telephone	20 WATER OPERATING FUND	0.36
					0.00
Total CenturyLink Business Services					
City of Dallas	01/31/2018	INV#02431 and INV#02446	Accounts Payable		-1,637.50
	01/31/2018	INV#02446, Generator repair	Equipment Maintenance/Repair	01 GENERAL FUND:01.07 Fire Departm	137.50
	01/31/2018	INV#02431 Street Sweeping July-Dec 20	Streets Maintenance/Repair	11 STREET FUND	1,500.00
					0.00
Total City of Dallas					
Complete Wireless Solutions	01/31/2018	S90838	Accounts Payable		-65.00
	01/31/2018	Inv S90838, charger	Equipment Maintenance/Repair	01 GENERAL FUND:01.07 Fire Departm	65.00
					0.00
Total Complete Wireless Solutions					

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**Paid Bills Report**  
As of January 10, 2018

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	Date	Memo	Account	Class	Amount
<b>Edge Analytical</b>					
	01/31/2018	17-29231, 18-02607, 18-00362, 18-0216	Accounts Payable		-553.00
	01/31/2018	18-02167	Lab Analysis Services	13 SEWER FUND	149.00
	01/31/2018	17-29231, 18-02607, 18-00362,	Lab Analysis Services	20 WATER OPERATING FUND	404.00
<b>Total Edge Analytical</b>					<u>0.00</u>
<b>Falls City Fire Association</b>					
	01/31/2018	February	Accounts Payable		-208.33
	01/31/2018	February	Point System	01 GENERAL FUND:01.07 Fire Departm	208.33
<b>Total Falls City Fire Association</b>					<u>0.00</u>
<b>Itemizer Observer</b>					
	01/31/2018	Levy publication	Accounts Payable		-59.50
	01/31/2018	Levy publication	Professional Services	01 GENERAL FUND:01.01 Administrativ	59.50
<b>Total Itemizer Observer</b>					<u>0.00</u>
<b>Petro Card</b>					
	01/31/2018	C274885	Accounts Payable		-41.55
	01/31/2018	20% C274885	Vehicle Operation	11 STREET FUND	8.31
	01/31/2018	20%	Vehicle Operation	13 SEWER FUND	8.31
	01/31/2018	60%	Vehicle Operation	20 WATER OPERATING FUND	24.93
<b>Total Petro Card</b>					<u>0.00</u>
<b>Pliney Bowes</b>					
	01/31/2018	8000-9000-0969-9830	Accounts Payable		-604.50
	01/31/2018	Postage 20%	Office Supplies	01 GENERAL FUND:01.01 Administrativ	120.90
	01/31/2018	30%	Office Supplies	13 SEWER FUND	181.35
	01/31/2018	50%	Office Supplies	20 WATER OPERATING FUND	302.25
<b>Total Pliney Bowes</b>					<u>0.00</u>
<b>Sharon Volk Greene</b>					
	01/31/2018	reimbursement	Accounts Payable		-132.40
	01/31/2018	Reimburse expense, supplies	Education/Training/Dues	01 GENERAL FUND:01.07 Fire Departm	132.40
<b>Total Sharon Volk Greene</b>					<u>0.00</u>
<b>Surplus Cashier</b>					
	01/31/2018	ARK43309	Accounts Payable		-25.00
	01/31/2018	Seabelt cutter, ARK43309	Medical Supplies	01 GENERAL FUND:01.07 Fire Departm	25.00
<b>Total Surplus Cashier</b>					<u>0.00</u>
<b>Van Well Building Supply</b>					
	01/31/2018	INV# 1293031	Accounts Payable		-36.21
	01/31/2018	INV# 1293031 Mill Lot repair	Maintenance Supplies	11 STREET FUND	36.21
<b>Total Van Well Building Supply</b>					<u>0.00</u>
<b>TOTAL</b>					<u>0.00</u>

City of Falls City  
City Council Regular Meeting Minutes  
January 11, 2018 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:** Terry Ungricht, City Manager; JoHanna Birr, City Clerk; and Cody DeCamp, City Recorder.

Mayor Gordon called the meeting to order at 6:01 pm.

**1) Roll Call**

Clerk Birr took roll call. Councilor D. Sickles was absent.

**2) Pledge of Allegiance**

Mayor Gordon led the pledge.

**3) Motion to adopt the entire Agenda**

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

**4) Consent Agenda**

Clerk Birr distributed the Sheriff's Report for December (Exhibit A). Also handed out by Sheriff Garton was 2017 Falls City Stats (Exhibit B).

A motion was made by Councilor L. Sickles and seconded by Councilor Meier to adopt the Consent Agenda. Motion carried 5-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Charlie Flynn

**5) Public Comments**

None

**6) New Business**

**A. Falls City Fire Department**

Council chose to postpone discussion on the Falls City Fire Department until Fire Chief Young arrived from a prior commitment.

**B. Resolution 01-2018, Five Year Local Option Levy**

City Recorder DeCamp spoke on Resolution 01-2018 calling for an election May 15, 2018. It would refer to the voters within the Urban Growth Boundary of Falls City a five-year local option levy to fund fire and emergency service operations. Resolution 01-2018 would serve as the city's referral text and ballot title. The ballot title would be published in the local newspaper, then filed with the County who would assign a measure number for the May 2018 ballot.

Councilor Flynn asked if the amount of \$1.00/\$1000 of assessed value was impacted by recent changes at the Falls City Fire Department (FCFD) and if staff is expecting that \$41,000 a year would take care of Fire Department equipment costs. City Manager Ungricht said the focus of funding is mainly on equipment. Eventually the funding will purchase a used fire engine, tender, and a duty rig. With the passage of the levy, the city will not be able to borrow money, but can apply for bonds to purchase equipment before the funding from the levy is available.

Councilor Drill asked if costs included West Valley Medical purchases. City Manager Ungricht explained those are partial operating costs. Councilor Drill asked about the section in the explanatory statement stating that funding would also go towards the Falls City Volunteer Fire Association. City Manager Ungricht answered that with the previous Southwest Polk Rural Fire Department (SWPFD) agreement Falls City negotiated a donation from SWPFD for around \$900 monthly to FCFD. With the end of the agreement, Falls City now donates around \$200 monthly to FCFD, but with the passage of the levy, Falls City will be able to negotiate with FCFD to increase the donation.

A motion was made by Councilor Meier and seconded by Councilor Lauder that the City Council of the City of Falls City adopt Resolution 01-2018 – **A RESOLUTION CALLING AN ELECTION ON MAY 15, 2018, TO REFER TO THE VOTERS OF THE CITY OF FALLS CITY A FIVE YEAR LOCAL OPTION LEVY TO FUND FIRE AND EMERGENCY SERVICES OPERATIONS.** Motion carried 5-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Charlie Flynn

**C. Resolution 02-2018, IGA with Polk County Sheriff's Office**

Resolution 02-2018 would allow an intergovernmental agreement (IGA) between Falls City and Polk County Sheriff's Office (PCSO). City Recorder DeCamp explained that the IGA involves PCSO agreeing to provide code enforcement on specified sections of the Falls City Municipal Code.

Mayor Gordon asked Sheriff Garton if these enforced sections of the municipal are not included with county or state law enforcement. Sheriff Garton said that PCSO enforces state law, county, then local municipal ordinances. City Manager Ungricht commented that the intent is to give PCSO better enforcement tools within the community.

Councilor Lauder questioned whether there would be fees for enforcement services. Sheriff Garton responded that there are no fees included, but there has been talk of potential employee overtime costs in the future.

Councilor Flynn inquired about the process for tagging abandoned vehicles. City Manager Ungricht explained that the Sheriff's Office has a contract with a tow companies and the city would work jointly with the Sheriff's Office. It is easier for PCSO to get a tow truck out to Falls City through their towing contract. Although Falls City has a code enforcement process for tagging abandoned vehicles, the current code enforcement would not prevent the Sheriff's Office from putting their own tags on vehicles. As long as abandoned vehicles are on public Right-Of-Way, they can be tagged. Councilor Drill thanked Sheriff Garton and City Manager Ungricht for developing the IGA.

Sheriff Garton handed out the Sheriff's Report for December (Exhibit A) to Council and staff and spoke on the report. Sheriff Garton noted that crimes and arrests have dropped in Falls City over the past year according to the 2017 Falls City Stats (Exhibit B). Proactive police support suggests the reason for reduction in crimes. Burglaries are down approximately 40% from last year. Mental health related issues and traffic stops have increased.

Mayor Gordon thanked Sheriff Garton for the hard work he and his department have put into the community, work that is not always reflected in reports.

A motion was made by Councilor Flynn and seconded by Councilor Meier that the City Council of the City of Falls City adopt Resolution 02-2018 - **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE POLK COUNTY SHERIFF'S DEPARTMENT FOR THE PROVISION OF ENFORCEMENT OF SPECIFIED SECTIONS OF THE FALLS CITY MUNICIPAL CODE.** Motion carried 5-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Charlie Flynn

**6A) Fire Chief Young arrived to speak on New Business Item 6A) Falls City Fire Department**

Chief Young stated there has been much reported on the fire department and would like to clear up confusion the community might have. He explained negotiations with SW Polk Fire District (SWPFD) resulted in Falls City faced with only two options. For SWPFD to take over Falls City Fire Department (FCFD) administration or take back their equipment. After consideration, Chief Young and City Manager Ungricht decided that they could not allow SWPFD to run the administration.

Chief Young explained the Falls City Fire Department had some issues with volunteers in the past, which led to the formation of a Grievance Committee. Two volunteers were released from duty on separate incidences. Chief Young has been the Fire Chief of FCFD for almost 40 years and made it clear that when he leaves the department it will be as strong as or stronger than it was when he took it over. Chief Young would like to renegotiate with SWPFD.

Chief Young said there were communication issues that hindered Falls City Fire Department's ability to get certification from the Department of Public Safety Standards and Training (DPSST). DPSST had made an error causing certification to lapse. This has been corrected to allow continued certifications in the future. Becoming DPSST certified would allow the department to do their own safety training rather than bring in an outside source. City Manager Ungricht said an agreement with Target Solutions for training would help the FCFD become DPSST certified. Mayor Gordon thanked Chief Young for his service and opened questions to council.

Councilor Flynn asked about previous costly negotiations. Chief Young explained that SWPFD originally paid Falls City Fire Department \$24,000 per year then SWPFD wanted Falls City Fire Department to pay them \$36,000 per year under the new contract. Chief Young said that was not feasible and could not continue negotiations.

Councilor Flynn inquired as to what the existing fire engine's capabilities were. Chief Young stated that the fire engine is not well suited for rural roads. It came from Salem where street & driveway standards are much higher. There are instances the fire engine will not be able to make it up a rural driveway. Chief Young estimated that 10% of the time there would be roads the fire engine could not go up. A fire truck is being donated by another city, and another truck may be available from Silverton.

Councilor Lauder asked how the loss of the agreement with SWPFD affects the Falls City Fire Department's (FCFD) ability to respond outside of city limits. Chief Young stated he has instructed his firefighters to respond to calls outside of city limits if the call is a life-threatening emergency. Examples are an overturned vehicle, CPR or a fully engulfed structure fire. City Manager Ungricht commented that Falls City still has a Mutual Aid Agreement (MAA) with SWPFD, which requires FCFD to respond to calls in their jurisdiction. Chief Young noted that a MAA with any entity allows them to ask for help from FCFD, but FCFD is not equipped to reciprocate aid due to distance and lack of equipment resources.

Councilor Meier asked if FCFD would make a list of locations, they would not be able to respond with the current fire engine. Chief Young stated he would leave it up to his officers to decide, as most of them know where the engine can and cannot go. City Manager Ungricht mentioned that emergency response could be weather dependent. In rainy conditions, the fire engine may become stuck on a muddy road.

Councilor Drill asked about medical aid ending. Chief Young referred to the resignation of the FCFD's Physician Advisor (PA) after the failed negotiations with SWPFD. FCFD is working to find a

temporary PA. A PA gives (EMTs) the right to work under their physician's license. Chief Young clarified the FCFD will not be able to respond to medical calls after January 21, 2018 without a PA.

Councilor Lauder asked if FCFD will be prepared if the levy to fund the FCFD does not pass. Chief Young explained that he is prepared and will find a solution if needed. Staff is currently looking into different funding opportunities. Chief Young said that FCFD is 112 years old and it will not end on his watch.

Councilor Drill wanted to clarify accountability regarding negative claims/comments made by SWPFD. She agreed with Chief Young and City Manager Ungricht in that the city should not act in a negative way, but believes there should be consequences for negative actions. City Manager Ungricht believes that the elected board for SWPFD will feel the consequences for their actions in their own communities because the actions they took also affect their district. Councilor L. Sickles expressed her trust and support for Fire Chief Young.

Councilor Flynn asked how Falls City would respond to medical emergencies in the Black Rock Mountain Bike -Association (BRMBA). Chief Young explained that FCFD still responds to medical emergencies at BRMBA, which is not in SWPFD jurisdiction. He added there are ten to twelve accidents at BRMBA per year.

Mayor Gordon then opened up the public comments portion of the discussion.

Mike McConnell, resident of Falls City, asked about Weyerhaeuser Timber Company's fire protection. Chief Young explained Weyerhaeuser is in the Oregon Department of Forestry's District. FCFD will not be able to make it to that location without a proper fire engine. Mr. McConnell inquired on the decline of volunteers with Dallas Fire Department. Chief Young referred anyone with questions about Dallas Fire to contact them directly.

Sharon Volk, a FCFD EMT, clarified the decline in volunteers is not just a local problem but it is a problem nationwide. Volunteers are required to have the same training as paid professional firefighters and paramedics. This is difficult when you work one or several jobs.

Donna Creekmore, resident of Falls City, asked about changes to emergency medical response times due to losing the PA's license. Chief Young stated there would still be ambulance service from SWPFD, but the response time will likely be five minutes longer. Ms. Creekmore expressed concern for her family in the case of an emergency.

Mayor Gordon closed the discussion.

#### **D. OLCC License Renewals**

Three businesses have liquor licenses that will expire on Mar 31, 2018. Oregon Liquor Control Commission (OLCC) has a process where cities send notices to businesses that they must renew their licenses, and then the city sends a letter to OLCC recommending approval or denial of renewal. City Manager Ungricht added that the license renewal process with OLCC happens each year.

A motion was made by Councilor Lauder and seconded by Councilor Flynn that the City Council of the City of Falls City **DIRECT STAFF TO WRITE A LIQUOR LICENSE RENEWAL RECOMMENDATION TO OLCC FOR FRINK'S GENERAL STORE, THE BOONDOCKS, AND THE BREAD BOARD.** Motion carried 3-1-1. Ayes: Tony Meier, Cliff Lauder, Charlie Flynn Nays: Jennifer Drill Abstain: Lori Jean Sickles

**E. 304 and 306 North Main Property Donation**

Mayor Gordon announced the property donation of 304 and 306 North Main from Steele Family, LLC. has been completed. He thanked Clerk Birr for creating the opportunity and transaction. The city paid for the inspection, appraisal, and closing costs associated with the property. There will be property taxes to pay as well.

Councilor Flynn asked if City Hall would move to the location. City Manager Ungricht felt the location should be revenue neutral, sold, or would like to see a business in it.

Mike McConnell would like to reach out to Corvallis Medical Clinic who could continue to operate a medical clinic at the property as it has been historically when built in 1914. Councilor Flynn would like to go and look at the building. City Manager Ungricht suggested forming a committee to create business ideas for the building. The property is in poor condition and leasing it to a business that would bring the building up to compliance could be an option.

Councilor Meier noted the importance of finding out what is wrong with the property and what the fixing costs would be. Councilor Lauder said cost would be dependent upon whether or not a business would invest in the property. Council agreed it best to form a committee to create revenue ideas for the property; this will keep the community involved with the process.

A motion was made by Councilor Drill and seconded by Councilor Meier that the City Council of the City of Falls City **APPOINT A COMMITTEE OF COUNCIL MEMBERS AND CITIZENS TO COME UP WITH BUSINESS IDEAS FOR 304 AND 306 N. MAIN ST.** Motion carried 5-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Charlie Flynn

**F. Representative Kurt Schrader Town Hall**

Representative Kurt Schrader sent an invitation to the city to attend his January 22, 2018 Town Hall meeting. Mayor Gordon said he would attend the meeting with Councilor's Drill and Meier.

**G. City Charter and Council Rules**

Councilor Flynn asked at the last Council meeting whether roll call is necessary at the City Council meetings. Staff determined the Voting Generally section of the Council Rules explains that all members of the governing body are accounted for on record during roll call and voting recorded using roll call fashion.

**H. Council Goals Setting Session and 2017 Update**

City Manager Ungricht offered to have Mid-Willamette Valley Council of Governments (MWVCOG) at the Goals Setting Session. He does not feel that it is necessary as the city will have fewer goals this year and Council is familiar with the goal setting process. He believes Council should focus on employment. A new public works employee will need to be hired and trained. Mayor Gordon said he would consult with MWVCOG to make sure council has a smooth goal setting process. Mayor Gordon decided he would put together a poll for Council to determine a date and time to meet for goal setting.

**I. Records Retention and Destruction Policy**

Clerk Birr discussed the process of record retention and destruction. She explained that state law requires staff to list the records to be prepared for destruction and type of retention for each record. City Manager Ungricht added the process for record destruction is very time consuming and needs to be done properly.

**7) Correspondence, Comments and Ex-Officio Reports**

**A. Managers' Report**

City Manager Ungricht is working with the City Engineer on receiving a proposal to bid for the replacement of sand in our water treatment filters. It has been a difficult process trying to find the correct specified sand. The plan for the sand filter project is to replace the sand in one filter at a time over the next three to four years. City Manager Ungricht recommends a significant water rate increase in the next budget to pay for the sand.

Code Enforcement is moving along. Staff works on a complaint driven process deciding which cases are most critical. Three properties currently have citations. Staff is making every effort to help the property owner become compliant.

There is a need for community members to fill five seats on the budget committee. Staff hopes to have the budget calendar and new member applications for council approval next meeting.

City Manager Ungricht may be resigning soon. He will continue to volunteer for the budget, bills, code enforcement and a few other tasks within City Hall but begin phasing himself out. Mayor Gordon would be helping with personnel and IT. If Council feels it necessary, an interim manager could be recruited through the Council of Governments. The City has been very fortunate to have City Manager Ungricht's expertise while volunteering in his position. He has saved the City in between \$80,000.00 to \$100,000.00 over the past three years by volunteering. Those monies were able to go toward projects instead of salary, which will no longer be the case when a manager is hired.

**Mayor's Report**

Mayor Gordon reported he would be attending meetings soon with Commissioners Ainsworth, Wheeler, and Pope. Mayor Gordon also said if Council had any county questions or issues, he could take those to the meetings.

Training for volunteers participating in the Point in Time Homeless Count is on January 28, 2018 at 5:00 PM at the Community Center. The Point in Time Homeless Count itself will be on January 31, 2018.

**8) Council Announcements**

Councilor Lauder said the city cannot afford a typical City Manager's salary. Councilor Lauder added the city must have a manager because it is required in the City Charter, but without the negative financial impact, the city has seen in the past.

**Library Report**

No Library Report provided for Council.

**9) Adjourn**

The meeting adjourned at 7:40 pm.

\_\_\_\_\_ Mayor, Jeremy Gordon

Attested: \_\_\_\_\_ City Clerk, JoHanna Birr

# December 2017 Falls City Stats

		Falls City Calls for Service									
Accident	1	DOA	0	Hit and Run	0	Susp Activity	5				
Assault	0	FIR	0	Menace	0	Susp Person	0				
Animal	2	Domestic Dist	0	Misc Crime	1	Susp Vehicle	0				
Area Check	1	Drug	1	EDP	1	Theft	2				
Assault	1	FIR	1	Ordin Vio	1	Tow	0				
Assist Other Agency	8	Fire/EMS	1	Overdose	0	traffic assist	1				
ATL (attempt to locate)	1	Follow up	6	prowl	0	Traffic Stops	11				
Dog Bite	0	Found Prop	1	runaway	0	Trespass	0				
Citizen Contact	7	Found Person	0	sex offense	2	Warrant	0				
Civil Paper Service	6	Gen Disturb	0	Shots Fired	0	Welfare Check	1				
Criminal Mischief	0	Harassment	0	Stolen Veh	1	Unclass	0				

27	10	6	20
Falls City Calls for Service	63	Of the FC Calls for Service	9
Total Calls for Service (county wide)	1866	FC Cases Cleared by Arrest	7
Falls City % of Total Calls	3.4%	Total Arrests in Falls City	6
		involved crimes	77.8%
		clearance	3.9%
		of total arrests	

Total Service Calls (Polk County)	1866	Crimes Occ	5	(county wide)
Cases Cleared by arrest	194	Crimes Occ	0	(Falls City)
Total Arrests (county wide)	126	64.9%		
	152	(only true crimes reported here)		

*Exhibit #*

2017 Falls City Stats

Falls City Calls for Service							
Accident	3	Fight	5	Hit and Run	3	Susp Activity	33
Alarm	2	FIR	14	Intox	4	Susp Person	17
Animal	40	Domestic Dist	38	Misc Crime	10	Susp Vehicle	13
Area Check	31	Drug	7	EDP	13	Theft	18
Assault	7	FIR	14	Ordin Vio	5	DUII	1
Assist Other Agency	70	Fire/EMS	57	Overdose	2	traffic assist	3
ATL (attempt to locate)	11	Follow up	70	prowler	1	Traffic Stops	112
Dog Bite	2	Found Prop	3	runaway	2	Trespass	17
Citizen Contact	80	Armed Person	1	sex offense	7	Warrant	2
Civil Paper Service	118	Gen Disturb	17	Shots Fired	4	Burglary	7
Criminal Mischief	7	Harassment	11	Stolen Veh	4	Unclass	45

171

257

53

163

Falls City Calls for Service 2017	931	Of the FC Calls for Service 2017	139	involved crimes	
Falls City Calls for Service 2016	1027	Of the FC Calls for Service 2016	232	involved crimes	
Total Calls for Service (county wide)	24414	FC Cases Cleared by Arrest	74	53.2%	clearance
		FC Cases Cleared by Arrest 2016	144	62.1%	
Falls City % of Total Calls Countywide	3.8%	Total Arrests in Falls City	73	4.6%	of total arrests
		Total Arrests in Falls City 2016	192	18.90%	of total arrests

Total Service Calls (Polk County) 2017	24414	Juvenile Arrests 2017	106	(county wide)
Total Service Calls (Polk County) 2016	20290	Juvenile Arrests 2016	83	(county wide)
Crimes Occurred 2017	2397	Juvenile Arrests 2017	5	(Falls City)
Crimes Occurred 2016	1929	Juvenile Arrests 2016	24	(Falls City)
Total Arrests (county wide) 2017	1592	Cases Cleared by arrest 2017	1481	61.8%
Total Arrests (county wide) 2016	1018	Cases Cleared by arrest 2016	1001	(county wide)

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## AGENDA REPORT

**TO:** CITY COUNCIL  
**FROM:** CITY RECORDER DECAMP, THROUGH MAYOR GORDON  
**SUBJECT:** ELECTION OF COUNCIL PRESIDENT  
**DATE:** 1/30/2018

### SUMMARY

The Falls City Charter requires the election of a Council President at the first meeting of a new year.

### BACKGROUND

Under Chapter 3, Council, of the Falls City Charter;  
Section 9. Council President. At its first meeting each year, the council must elect a president from its membership. The president presides at council meetings in the absence of the mayor and acts as mayor when the mayor is unable to perform duties.

Council missed the election of Council President at the January meeting.

### PREVIOUS COUNCIL ACTION

The Council elected Councilor Tony Meier at the March 9, 2017 Council meeting.

### ALTERNATIVES/FINANCIAL IMPLICATIONS

N/A

### STAFF RECOMMENDATION

N/A

### EXHIBIT

N/A

### PROPOSED MOTION

I nominate \_\_\_\_\_ for the position of Council President.

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## AGENDA REPORT

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**TO:** CITY COUNCIL  
**FROM:** CITY MANAGER UNGRICHT  
**SUBJECT:** BUDGET CALENDAR  
**DATE:** 01/24/2018

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### **SUMMARY**

It is budget time again and I have developed the Budget Calendar.

### **BACKGROUND**

Each year through the Budget process we have to develop a calendar to have published following the Oregon State Budget Law. I have set the Calendar up with three meeting dates, all on Thursdays. The last few years the budget has been adopted at one meeting, but we schedule for more meetings in case the Committee needs more time.

We need to set a time, last year was 7 pm, does Council want 7 pm?

### **PREVIOUS COUNCIL ACTION**

N/A

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

In order for the City to pay out funds we need to have a budget adopted by July 1, 2018 and we need to have a Public Hearing to receive State Revenue Share funds.

### **STAFF RECCOMENDATION**

FYI

### **EXHIBIT**

Exhibit A – 2018-2019 Budget Calendar Draft

### **PROPOSED MOTIONS**

I move the City Council of the City of Falls City adopt the 2018/19 Budget Calendar

**BUDGET CALENDAR  
2018-2019**

Incorporated 1891 .....	Falls City
Budget Officer .....	Terry Ungricht
Chairperson of Budget Committee .....	To be determined
Vice Chairperson of Budget Committee .....	To be determined
Secretary of Budget Committee .....	JoHanna Birr
Newspaper (Publication per ORS 193.010) .....	Itemizer Observer

1. Publication of Notice of Budget Committee Meeting, including notice of where a copy of the budget is available. April 4, 2018  
April 11, 2018  
(NOTE: 2 times. Not less than (5) days and not more than thirty (30) days prior to meeting, separated by at least 5 days)
  
2. Proposed Budget Prepared by Budget Officer. April 17, 2018  
April 17, 2018  
Prepare Budget Message
  
3. Presentation of Budget Message and Budget document to Budget Committee. Copy of Budget must be filed in office of governing body immediately following the meeting April 19, 2018
  
4. Hearing on State Revenue Sharing and Budget Committee approves Budget (or announces Next meeting) April 19, 2018
  
5. FIRST NOTICE: Publication of budget summary (LB-1) and Notice of Budget Hearing. (Note: not less than five (5) days and not more than thirty (30) days prior to Public Hearing). May 23, 2018  
MUST INCLUDE:
  - a. Date of Public Hearing – June 8, 2018
  - b. Place of Public Hearing - The City of Falls City Community Center
  - c. Date of Publication of Budget Summary – May 24, 2018
  - d. Name of paper in which it was published - Itemizer Observer
  
6. City Council Public Hearing on State Revenue Sharing, Approve Resolution to receive State Revenue Sharing funds. June 14, 2018
  
7. Public Hearing by governing body on the budget document approved by Budget Committee June 14, 2018
  
8. Process to adopt Budget: June 14, 2018
  - a. Council adopts Budget, approves Resolution to levy taxes and make appropriations
  
9. Certify Levy of Taxes to county assessor (LB-50) no later than July 15, 2018
  - a. Send two (2) copies of LB 50 and Resolution adopting budget to County Assessor. One (1) copy of Budget to County Clerk by September 30.
  - b. The completed budget document for the Clerk shall contain:
    1. Notice of property tax levy (Form LB-50)
    2. Summary of Publications (Form LB-1)
    3. The budget document as approved by the Budget Committee adopted by the governing body
    4. Proof of publication (newspaper clipping of publication)

**FALLS CITY BUDGET COMMITTEE MEETING DATES**  
**Falls City Community Center**  
**320 North Main Street**

**7:00 pm Thursday, April 19, 2018**

**7:00 pm Thursday, April 26, 2018**

**7:00 pm Thursday, May 3, 2018**

## AGENDA REPORT

**TO:** CITY COUNCIL  
**FROM:** JOHANNA BIRR, THROUGH MAYOR GORDON  
**SUBJECT:** REPLACEMENT PAGES FOR MUNICIPAL CODE  
**DATE:** 01/24/2018

### SUMMARY

Each time an ordinance (law) is adopted by Council, the Municipal Code is updated to reflect the new, revised or replaced law. Attached are replacement pages for the Municipal Code contained in your binder titled, City Council Resource Book, distributed earlier this year. Replacement pages instructions and summary description are listed below and the replacement page is an EXHIBITS. Because the Municipal Code is printed on both sides of the paper, several pages do not contain updates, but were included to ease the replacement process.

Please note page numbers to Final revised document may have changed with addition of new information.

### PREVIOUS COUNCIL ACTION

Council adopted Ordinances.

### ALTERNATIVES/FINANCIAL IMPLICATIONS

There are no fiscal impacts

### STAFF RECOMMENDATION N/A

### EXHIBIT

Replace pages:

1. Chapter 10 General Provisions- 10.19 Code Enforcement (ORD 549-2017 passed 11/9/2017) Pages 1,2 & 6
2. Chapter 32 Planning Commission 32.01.080 (ORD 544-2017 passed 8/10/2017) Pages 11 & 13
3. Chapter 158 Water Master Plan (ORD 550-2017 passed 11/9/2017) & 159 Parks Master Plan page 164 (ORD 551-2017 passed 12/14/2017)
4. Updated Table of Ordinances page 171

### PROPOSED MOTIONS N/A

# CITY OF FALLS CITY, OREGON CODE OF ORDINANCES

✕ Local legislation current through Ordinance 559-2017, passed 10-12-2017

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## TITLE I: GENERAL PROVISIONS

Chapter

### 10. GENERAL PROVISIONS

## CHAPTER 10: GENERAL PROVISIONS

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Section

10.01	Title of code
10.02	Interpretation
10.03	Application to future ordinances
10.04	Captions
10.05	Definitions
10.06	Rules of interpretation
10.07	Severability
10.08	Reference to other sections
10.09	Reference to offices
10.10	Errors and omissions
10.11	Official time
10.12	Reasonable time
10.13	Ordinances repealed
10.14	Ordinances unaffected
10.15	Effective date of ordinances
10.16	Repeal or modification of ordinance
10.17	Ordinances which amend or supplement code
10.18	Section histories; statutory references

Falls City, OR Code of Ordinances

- \* 10.19 Code Enforcement Officer
- 10.99 General penalty

**Cross-reference:**

*Administration, see Title III*

**§ 10.01 TITLE OF CODE.**

All ordinances of a permanent and general nature of the city, as revised, codified, rearranged, renumbered, and consolidated into component codes, titles, chapters, and sections, shall be known and designated as the "city code," for which designation "code of ordinances," "codified ordinances," or "code" may be substituted. Code title, chapter, and section headings do not constitute any part of the law as contained in the code.

**§ 10.02 INTERPRETATION.**

Unless otherwise provided herein, or by law or implication required, the same rules of construction, definition, and application shall govern the interpretation of this code as those governing the interpretation of state law.

**§ 10.03 APPLICATION TO FUTURE ORDINANCES.**

All provisions of Title I compatible with future legislation shall apply to ordinances hereafter adopted amending or supplementing this code unless otherwise specifically provided.

**§ 10.04 CAPTIONS.**

Headings and captions used in this code other than the title, chapter, and section numbers are employed for reference purposes only and shall not be deemed a part of the text of any section.

**§ 10.05 DEFINITIONS.**

(A) *General rule.* Words and phrases shall be taken in their plain, ordinary, and usual sense. However, technical words and phrases having a peculiar and appropriate meaning in law shall be understood according to their technical import.

(B) *Definitions.* For the purpose of this code, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**CITY, MUNICIPAL CORPORATION, or MUNICIPALITY.** The area within the corporate boundaries of the city as presently established or as amended by ordinance, annexation, or other legal actions at a future time. The term **CITY** when used in this code may also be used to refer to the City Council and its authorized representatives.

Falls City, OR Code of Ordinances

(B) Any ordinance which is proposed to add to the existing code a new chapter or section shall indicate, with reference to the arrangement of this code, the proper number of the chapter or section. In addition to the indication thereof as may appear in the text of the proposed ordinance, a caption or title shall be shown in concise form above the ordinance.

**§ 10.18 SECTION HISTORIES; STATUTORY REFERENCES.**

(A) As histories for the code sections, the specific number and passage date of the original ordinance and any amending ordinances are listed following the text of the code section. Example: (Ord. 161, passed 5-13-1960; Ord. 170, passed 1-1-1970; Ord. 180, passed 1-1-1980; Ord. 185, passed 1-1-1985; Ord. 190, passed - -; Ord. passed 1-1-1995; Ord. passed - -)

(B) (1) If a statutory cite is included in the history, this indicates that the text of the section reads substantially the same as the statute. Example: (O.R.S. 192.410) (Ord. 180, passed 1-17-1980; Ord. 185, passed 1-1-1985).

(2) If a statutory cite is set forth as a "statutory reference" following the text of the section, this indicates that the reader should refer to that statute for further information. Example:

**§ 39.01 PUBLIC RECORDS AVAILABLE.**

This city shall make available to any person for inspection or copying all public records, unless otherwise exempted by state law.

*Statutory reference:*

*For provisions concerning the inspection of public records, see O.R.S. 192.420*

**\* § 10.19 SECTION 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.(Ordinance 549-2017 passed 11-09-2017)

**§ 10.99 GENERAL PENALTY.**

(A) Any person violating any provision of this code for which no other specific penalty is provided shall, upon conviction, be punished by a fine not to exceed \$500, subject to division (B) below.

(B) Any person violating any provision of this code which is identical to a state statute containing a penalty shall, upon conviction, be punished by the penalty prescribed by state statute.

(C) Each calendar date on which a violation occurs constitutes a separate violation.

Falls City, OR Code of Ordinances

32.03 Public Works Committee

32.04 Budget Committee

32.05 Historic Landmarks Commission

32.06 Building and Safety Committee

**32.01 PLANNING COMMISSION**

- 32.01.010 Planning Commission established.
- 32.01.020 Membership qualifications.
- 32.01.030 Terms of office
- 32.01.040 Meetings.
- 32.01.050 Purpose.
- 32.01.060 Compensation of members.
- 32.01.070 Rules and regulations.
- \* 32.01.080 Nonexistence of a Planning Commission

**32.01.010 Planning Commission Established.**

The Planning Commission is hereby established. The commission shall be composed of seven members appointed by the mayor, with the consent of the council. The Planning Commission members shall elect, at their first regular meeting, a chairperson, vice chairperson and secretary from their membership. Thereafter, the commission shall elect a chairperson at its first meeting each year, to serve for the calendar year and until the chairperson's successor has been elected; provided, however, that no member shall serve more than two consecutive terms as chairperson.

**32.01.020 Membership Qualifications**

At least six members of the planning commission must reside in the city at the time of their appointment and continue to be a resident of the city at all times during their term in office. One nonresident member may be appointed to the planning commission if that person has resided within the city urban growth boundary one year immediately preceding that person's appointment and continues to reside within the city urban growth boundary at all times during the term of that person's term in office. No more than two voting members of the commission may engage principally in the buying, selling or developing of real estate for profit as individuals, or be members of any partnership, or officers or employees of any corporation, that engages principally in the buying, selling or developing of real estate for profit. No more than two members shall be engaged in the same kind of occupation, business, trade or profession.

**\* 32.01.080 Nonexistence of a Planning Commission**

**In the event the City Council determines that the Planning Commission is, at any time, and for any reason, including but not limited to lack of a quorum to conduct business, unable to act to discharge its responsibilities under this section and under the Falls City Zoning and Development Ordinance, the City Council may act in place and stead of the Planning Commission, and all such acts taken by the City Council pursuant to such a determination shall be deemed and shall have the same force and effect as actions taken by the Planning Commission.**

**(Ord. 544-2017, passed 8-10-2017)**

**32.02.010 PARKS AND RECREATION COMMITTEE**

- 32.02.010 Parks and Recreation Committee established.
- 32.02.020 Membership qualifications.
- 32.02.030 Terms of Office; Vacancies and Removal
- 32.02.040 Meetings.
- 32.02.050 Purpose.
- 32.02.060 Compensation of members.
- 32.02.070 Rules and regulations.

**32.02.010 Parks and Recreation Committee Established**

The parks and recreation committee is hereby established. The committee shall be composed of seven members appointed by the mayor, with the consent of the council. The parks and recreation committee members shall elect, at their first regular meeting, a chairperson, vice chairperson and secretary from their membership. Thereafter, the committee shall elect a chairperson at its first meeting each year, to serve for the calendar year and until the chairperson's successor has been elected; provided, however, that no member shall serve more than two consecutive terms as chairperson.

**32.02.020 Membership Qualifications**

Falls City, OR Code of Ordinances

The City Council does hereby adopt the Falls City Street Improvement Plan as set forth in Exhibit A of Ordinance 525-2010.  
(Ord. 525-2010, passed 08-10-2010)

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**CHAPTER 156: TRANSPORTATION SYSTEM PLAN**

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156.01 ADOPTION BY REFERENCE

The City Council does hereby adopt the Falls City Transportation System Plan as set forth in Exhibit A of Ordinance 532-2013.  
(Ord. 532-2013, passed 07-11-2013)

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**CHAPTER 157: WASTEWATER FACILITY PLAN**

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157.01 ADOPTION BY REFERENCE

The City Council does hereby adopt the Falls City Wastewater Facility Plan as set forth in Exhibit A of Ordinance 535-2014.  
(Ord. 535-2014, passed 04-10-2014)

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**\* CHAPTER 158: WATER MASTER PLAN**

---

The City Council does hereby adopt the Falls City Water Master Plan as set forth in Exhibit A of Ordinance 550-2017.  
(Ord. 550-2017, passed 10/11/2017)

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**\* CHAPTER 159: PARKS MASTER PLAN**

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The City Council does hereby adopt the Falls City Parks Master Plan as set forth in Exhibit A of Ordinance 551-2017.  
(Ord. 551-2017, passed 12/14/2017)

**TABLE OF SPECIAL ORDINANCES**

Table

- I. STREET VACATIONS
- II. FRANCHISES

Falls City, OR Code of Ordinances

<i>Ord. No.</i>	<i>Date Passed</i>	<i>Code Section</i>
08-519	5-12-2008	90.01
08-518	4-7-2008	TSO, Table IV
08-520	5-5-2008	TSO, Table I
521-2009	11-2-2009	30.03
523-2010	3-9-2010	32
524-2010	4-13-10	TSO, Table II
525-2010	8-19-2010	155.01
526-2011	2-8-2011	32.02; 32.03
527-2011	12-12-2011	72.01
528-2011	12-12-2011	71.01
529-2012	1-13-2010	TSO, Table IV
530-2013	3-14-2013	32.01
531-2013	3-14-2013	TSO, Table IV
523-2013	7-11-2013	156.01
533-2013	7-11-2013	53.
534-2013	10-10-2013	Municipal Code
535-2014	4-10-2014	157.01
536-2014	6-12-2014	30.01
538-2014	7-10-2014	32.
539-2014	10-9-2014	34.06
540-2014	11-13-2014	31.01
541-2015	6-11-2015	34.12
542-2016	10-31-2016	TSO, Table IV
543-2017	03-09-2017	32.05.020
* 544-2017	07-13-2017	32.01, 32.01
549-2017	11-09-2017	10.
550-2017	10-11-2017	157.
551-2017	12-14-2017	32.02
554-2017	07-13-2017	32.01
* 559-2017	10-12-2017	10.19

## AGENDA REPORT

**TO:** CITY COUNCIL  
**FROM:** CITY RECORDER DECAMP, THROUGH MAYOR GORDON  
**SUBJECT:** COUNCIL GOALS  
**DATE:** 1/30/2018

### **SUMMARY**

The City Council held a workshop to discuss developing Council Goals.

### **BACKGROUND**

Council goals and objectives offer City staff direction for day to day activities within daily operations. They also offer a means for measurement for staff and council performance.

### **PREVIOUS COUNCIL ACTION**

Previous Council Goals were adopted in 2017. Several objectives were completed or are still underway.

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

Lack of adopted Council Goals reduces communication between the residents of Falls City, the City Council, and City Staff. This could have a financial impact if operations were to not align with Council intent.

### **STAFF RECOMMENDATION**

Staff recommends adopting the Council Goals with any amendments requested by the Council.

### **EXHIBIT**

Exhibit A- Draft Council Goals

### **PROPOSED MOTION**

I move that the City Council of the City of Falls City approve the City Council Goals as amended.

CITY OF FALLS CITY, OREGON

**GOAL-SETTING  
WORKSHOP RESULTS**

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January 29, 2018  
Draft for Council approval

OBJECTIVES

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

	OBJECTIVE	LEVEL
1	Develop funding for wastewater engineering plan	1
2	Develop funding for sewer project	3
3	Develop funding sources for Street improvements	4
4	Develop projects in water system based on Master Water Plan	2

**Goal #2 – Maintain and Broaden community understanding of City government and operations by enhancing community communications.**

	OBJECTIVE	LEVEL
1	Schedule Town Hall meetings to share information with and solicit information from citizens, while increasing City Councilor participation in community events.	4
2	Continue to enhance and promote the City's website	4
3	Make an effort to educate the public on the 2020 Census	2
4	Enhance regional government relations	2

**Goal #3 - Develop a strategy to encourage economic development in Falls City.**

	OBJECTIVE	LEVEL
1	Review City ordinances to ensure compatibility with business development	4
2	Plan to develop donated 304 & 306 N Main Street property	1
3	Enhance communications with Falls City School District and businesses	4

**Goal #4 – Explore options to enhance Public Safety and implement a Code Enforcement Program with available resources**

	OBJECTIVE	LEVEL
1	Build Falls City Fire Department up to regulatory standards and better equip volunteers.	1
2	Educate the public on emergency procedures	4
3	Replace missing signs in the City as needed	4
4	Enhance public safety by maintaining communications and the IGA with Polk County Sheriff's Office	4

KEY TO LEVEL RATINGS	
•	1 – Do now – budget in the forth-coming budget year
•	2 – Look at accomplishing 2-3 years in the future
•	3 – Nice to have – not to look at funding for at least 3 – 5 years in the future
•	4 – Routine – on-going from year to year

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## AGENDA REPORT

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**TO:** CITY COUNCIL  
**FROM:** MAYOR GORDON  
**SUBJECT:** ADVISORY BOARD MISSION STATEMENT AND MEMBERSHIP FOR 304 AND 306 N MAIN STREET  
**DATE:** 02/08/2018

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### SUMMARY

The Mayor seeks Council approval on the draft mission statement of the Advisory Board and Council consent of the appointed Board members listed below.

Based on previous Council discussions, the Advisory Board will be tasked with presenting to Council options to secure a long-term lessee of the subject property. The draft Purpose Statement of the Board is presented for approval or alteration as follows:

“The mission of the Advisory Board is to present to Council options for a long-term private or non-profit lessee of 304/306 N Main Street who will cover the costs to rehabilitate the property up to standards, provide a needed service for residents, and to ensure the property produces a positive or neutral short and long-term net effect on the City’s budget.”

The Mayor’s appointed Board members are:

- Cliff Lauder of Falls City (City Council)
- Mike McConnell of Falls City (Owner, Luckiamute Auto Body)
- Keith Zinn of Falls City (Owner, The Bread Board)
- Lynn Bailey, moving to Falls City in March 2018, currently of Dallas (Teacher/CTE Coordinator/Sustainability Coordinator, Falls City School District)
- Jami Kidd of Polk County (Falls City School Board, LMT)

### BACKGROUND

Upon Council approval, Steele Family, LLC donated the historic doctor’s office (304/306 N Main Street, Falls City) to the City of Falls City

### PREVIOUS COMMITTEE ACTION

Council approved the closing costs associated with the property transfer at the June 9, 2016 Council Meeting.

### STAFF RECOMMENDATION

### PROPOSED MOTION

1. I move the City Council of the City of Falls City to CONSENT TO THE BOARD MEMBERSHIP TO INCLUDE THE INDIVIDUALS LISTED IN THE SUMMARY OF THE AGENDA REPORT
2. I move the City Council of the City of Falls City to APPROVE THE DRAFT MISSION STATEMENT OF THE ADVISORY BOARD

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## AGENDA REPORT

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**TO:** CITY COUNCIL  
**FROM:** CITY RECORDER DECAMP, THROUGH MAYOR GORDON  
**SUBJECT:** BUDGET COMMITTEE APPOINTMENT  
**DATE:** 2/1/2018

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### **SUMMARY**

The Falls City Budget Committee has 5 vacancies.

### **BACKGROUND**

The City Council is responsible for making appointments to all Falls City Committees. Guy Mack, Nick Backus, Alan Kind and Karla Kind are residents of Falls City and have applied to be members of the Budget Committee.

### **PREVIOUS COUNCIL ACTION**

The Council has not taken previous action on these applications.

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

There are no fiscal impacts. The Council is not required to make the appointment; this would cause the seat on the Budget Committee to remain vacant.

### **STAFF RECCOMENDATION**

Staff recommends the City Council appoint Guy Mack and Nick Backus to the Budget Committee.

### **EXHIBIT**

Exhibit A- Committee applications submitted by Guy Mack, Nick Backus, Alan Kind and Karla Kind.

### **PROPOSED MOTION**

I move the City Council of the City of Falls City appoint Guy Mack, Nick Backus, Alan Kind and Karla Kind to the Budget Committee.



# 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: Nick Backus  
Street Address: 530 Hopkins St  
Mailing Address: (same)  
City/State/Zip Code: Falls City, OR 97344  
Home Phone: 503-507-8176  
Work Phone: 503-838-8851  
E-Mail Address: backus.wou@gmail.com

### Background

Years of Residence in Falls City: 5 1/2  
Place of Employment: Western Oregon University  
Occupation: Professor  
Educational Background: University of Georgia, University of Kansas

Prior Civic Activities: Political campaigns: speechwriting, strategy.  
Dental clinic for elderly: organized, implemented.  
Voter registration & participation drives. door-to-door, strategy.  
WOU Safe Zone: staffed tables at public events.

### Committees of Interest

Please check all of the following Committees that interest you:

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

\*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.

I have administered budgets ranging from \$10,000 to \$350,000.00 for about 15 years of my work life.  
I am not afraid of numbers—like them in fact.  
I'm trained in statistics  
I'm a solid writer  
Part of my job requires that I effectively handle upset people.  
I make a serious effort to listen to others.

## Motivation

Discuss your motivation for serving on this Committee.

Recently, my work obligations changed, allowing me to have the time for participating. I like to do what I can to help out. When I saw Jeremy's request on Facebook, I decided that this is my opportunity. The tasks before this committee look more interesting to me than the other committees.

## 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

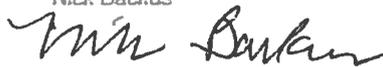
By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)

Signature

Date

Nick Backus



January 30, 2018

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



## 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: Guy Mack  
Street Address: 848 PAIRY ROAD  
Mailing Address: SAME  
City/State/Zip Code: FALLS CITY OR 97344  
Home Phone: 503 787 3721  
Work Phone:  
E-Mail Address: grmzu2@gmail.com

Background OFFICE MANAGER - C & H REFORSTERS, INC.

Years of Residence in Falls City: 68  
Place of Employment: RETIRED  
Occupation:  
Educational Background: B.S. ASIAN HISTORY

Prior Civic Activities: PUBLIC WORKS COMMITTEE, HISTORIC LANDMARKS, BUDGET SPRING CLEAN, RIVER CLEAN UP.

#### 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.

HOMETOWN. YEARS OF BUSINESS EXPERIENCE

**Motivation**

Discuss your motivation for serving on this Committee.

CITIZENS DUTY.

**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)

Guy R Mach

Signature

Guy R Mach

Date

01/29/2018

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



# 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:	A. ALAN KIND
Street Address:	435 TERRACE ST.
Mailing Address:	P.O. Box 303
City/State/Zip Code:	Falls City, OR 97344
Home Phone:	(503) 338-9620
Work Phone:	—
E-Mail Address:	KINDFOX2@GMAIL.COM

### Background

Years of Residence in Falls City:	2	<i>*otherwise RETIRED</i>
Place of Employment:	* RICK REALL BARGAIN CENTER (PART TIME)	
Occupation:	SALES & WAREHOUSE MAINT.	
Educational Background:	H.S. diploma, HELENA SA. High School, HELENA, MT APPROX 2 YEARS MATRICULATING @ UNIV. OF MT & MT STATE UNIV. - (NOT A GRADUATE) ---	
Prior Civic Activities:		

### 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.

EXPERIENCE IN MANAGEMENT & PLANNING IN BOTH RETAIL & INDUSTRIAL SETTINGS ---

### Motivation

Discuss your motivation for serving on this Committee.

I HAVE COME TO ENJOY FALLS CITY & WOULD LIKE TO BECOME INVOLVED IN THE WORKINGS & MANAGEMENT OF THE CITY GOVERNMENT. HOPEFULLY, I WOULD LEAD A HELPING HAND IN THE MAINTENANCE & ORDERLY OPERATIONS OF THIS FAIR CITY.

### 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) ALBERT ALAN KIND

Signature A. Alan Kind

Date FEB 1, 2018

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



# 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:	KARIA KIND
Street Address:	435 TERRACE
Mailing Address:	P.O. Box 303
City/State/Zip Code:	Falls City, OR 97344
Home Phone:	503-338-9620
Work Phone:	
E-Mail Address:	KindFox2@gmail.com

### Background

Years of Residence in Falls City:	2 YEARS
Place of Employment:	RETIRED
Occupation:	
Educational Background:	GRADUATED FROM SENTINEL H.S. - MISSOULA, MT
Prior Civic Activities:	

### 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.

OVER MANY WORKING YEARS, I WORKED IN DIFFERENT DEPTS OF THE BANKING WORLD, FROM TELLER, VAULT TELLER, LOAN SECRETARY, CUSTOMER SERVICE, NEW ACCTS, ACCT. ANALYSIS STATEMENTS PRODUCED FOR BUSINESS ACCTS, ETC. MY LAST PLACE OF EMPLOYMENT WAS <sup>WITH</sup> A FAMILY OWNED BUSINESS THAT SOLD PET SPECIALTY PRODUCTS ALL OVER THE WORLD.

**Motivation**

Discuss your motivation for serving on this Committee.

BECOME INVOLVED IN OUR TOWN, ITS NEEDS & WORKINGS. I'M INTERESTED IN HELPING TO MAKE IT SUCCESSFUL, EVER IMPROVING, & A GREAT PLACE TO LIVE.

**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)

KARLA KIND

Signature

Karla K. Kind

Date

2-1-18

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

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## AGENDA REPORT

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**TO:** CITY COUNCIL  
**FROM:** MANAGER UNGRICHT  
**SUBJECT:** WTP SAND REPLACEMENT BIDDING DOCUMENT  
**DATE:** 2/2/2018

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### **SUMMARY**

Staff has discussed the need of replacing the sand in the WTP slow sand filters.

### **BACKGROUND**

Staff has been working on a schedule to replace the sand at the water treatment plant. The City Engineer has developed a proposal to seek bids following Oregon State Statues. If Council adopts this proposal we will put out for bids and try to schedule the work to be done before June 15<sup>th</sup>, this will allow Public Works to start the process of bringing the filter on line, this can take up to 3 months.

### **PREVIOUS COUNCIL ACTION**

The Council has not taken previous action on this bid.

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

Estimated cost of sand replacement is \$100,000.00; hopefully the bids will come in lower.

### **STAFF RECCOMENDATION**

Staff recommends the City Council adopt this bidding agreement.

### **EXHIBIT**

Exhibit A- Sand Filter - Sand replacement proposal for bids Part 1, Bidding Requirements. The full document can be accessed on the City Website, [fallscityoregon.gov](http://fallscityoregon.gov)

### **PROPOSED MOTION**

I move the City Council of the City of Falls City approve the draft of the bid proposal to replace sand in the City WTP slow sand filter and allow City Manager to work with City Attorney and City Engineer to complete the bid package, sign off on the proposal, and to send it to the invited bidders.

# **CITY OF FALLS CITY**

## **Project Manual: SPECIFICATIONS AND CONTRACT DOCUMENTS**

**For**

### **WATER TREATMENT PLANT SLOW SAND FILTER #1 MEDIA REPLACEMENT**

2969.4010.0

February 2018

**WESTECH ENGINEERING, INC.**  
**3841 Fairview Industrial Dr. SE. ~ Suite 100**  
**Salem, OR 97302-1192**  
**(503) 585-2474**



**PART 1:**

**BIDDING REQUIREMENTS**

## REQUEST FOR QUOTES (INVITATION TO BID)

Competitive quotes (i.e., bids) will be received only from those licensed contractors (*ie. prospective bidders*) who have been invited by the Owner to submit a bid (*request for competitive quote as provided under OAR 137-049-0160, Intermediate Procurements*). Unsolicited bids will not be accepted and will not be considered for award. Bids are being solicited from the following contractors.

- Emery & Sons Construction, Inc.
- K&E Excavating, Inc.
- Knife River Corporation
- Pacific Excavation, Inc.

Sealed bids for the **Water Treatment Plant Slow Sand Filter #1 Media Replacement** will be received on behalf of the **City of Falls City** by **Christopher J. Brugato**, Project Manager, of Westech Engineering, Inc. at 3841 Fairview Industrial Drive SE, Suite 100, Salem, Oregon 97302-1192, until the bid closing time of 2:00 p.m. local time on \_\_\_\_\_, 2018. Bids will be publicly opened (*at the above address*) and the applicable information read aloud immediately after the bid closing time, but written bid tabulations will not be finalized until after 4:00 p.m. (*the submittal deadline for the "First-Tier Subcontractor Disclosure Form"*). Bids shall be clearly marked "**Bid for the Water Treatment Plant Slow Sand Filter #1 Media Replacement**," showing the date and time of the public bid closing, as well as the Bidders name, and shall be delivered to the location specified above, by or before the above bid closing time.

By no later than 4:00 p.m. local time on \_\_\_\_\_, 2018 (*i.e., 2 working hours after the bid closing*), each bidder shall deliver to **Christopher J. Brugato**, Project Manager, of Westech Engineering, Inc., at the same address as the bids were delivered to, the "First Tier Subcontractor Disclosure Form" contained in the bidding documents. This form shall be submitted regardless of the bid total. Bidders who fail to submit the required disclosure form will be considered non-responsive, and their bid will not be considered for award. The disclosure form shall either be submitted in the same envelope as the bid, or shall be submitted in a separate sealed envelope clearly marked "**Disclosure Form for Water Treatment Plant Slow Sand Filter #1 Media Replacement**," showing the date and time of the disclosure submittal deadline, as well as the Bidders name.

The work includes the following: Removing filter media from filter #1 and furnishing and installing new filter media.

A **mandatory** pre-bid meeting & site inspection through for prospective bidders will be held at the project site (*beginning at the Falls City, City Hall Building 299 Mill Street, Falls City, Oregon 97344*) at \_\_\_\_\_ local time on \_\_\_\_\_, 2018.

Copies of the Bid Documents (*Contract Terms, Conditions, Specifications and Drawings*) may be examined at:

1. Westech Engineering, Inc., 3841 Fairview Industrial Dr. SE, Suite 100, Salem, OR 97302 (phone 503/585-2474)

The Bid Documents (*Contract Terms, Conditions, Specifications and Drawings*) will be provided to each contractor (*i.e., to each prospective bidder*) from whom a competitive quote is solicited (*see list above*). Each prospective bidder will be responsible for providing copies as applicable to any subcontractors or suppliers from whom quotes or sub-bids are solicited.

# INFORMATION FOR BIDDERS

## PROJECT DATA AND REQUIREMENTS

1. **Project Name:** Water Treatment Plant Slow Sand Filter #1 Media Replacement.
2. **Project Location:** Falls City, Oregon.
3. **Project Owner:** City of Falls City, Oregon.
4. **Owner's Engineer:** Westech Engineering, Inc., 3841 Fairview Industrial Dr. SE, Suite 100, Salem, Oregon 97302, Phone:(503) 585-2474. Project Manager: Christopher J. Brugato
5. **Receipt of Bids:** The name and title of the person designated for receipt of bids and the contract person for questions are as noted in the Invitation to Bid.
6. **Intermediate Procurement Process (Competitive Quotes):** As provided under OAR 137-049-0160, bids (competitive quotes) will be received only from those licensed contractors who have been invited by the Owner to submit a bid. Unsolicited bids will not be accepted and will not be considered for award.
7. **Project Financing:** Local funds.
8. **Warranty Period:** The warranty period for this project will be 24 months from the date of substantial completion. Where the project has multiple schedules, or substantial completion is otherwise granted for separate portions of the work, the warranty period for each portion of the project shall be measured from each portion's date of substantial completion. For public projects, the period of the performance bond shall match the length of the warranty period in order to avoid the need for a separate warranty / maintenance bond.
9. **Project Starting and Substantial Completion/Final Completion Times:**  
All construction shall be substantially complete prior to June 15, 2018, and all work entirely complete (*i.e., Final Completion, including completion of all punchlist items and submittal of all invoices*) prior to June 29, 2018.
10. **Pre-bid Meeting:** A mandatory pre-bid meeting & walk through for prospective Bidders will be held at the date, time and location designated in the Invitation to Bid. Statements made by Owner's representatives at the walkthrough are not binding upon the Owner unless confirmed by written addendum. Bids that are submitted by Bidders that do not have a representative in attendance at the mandatory pre-bid meeting will not be opened.
11. **Schedule of Prices:** Work is offered on a unit and lump sum price basis. Each bid item is to be bid. All schedules and all bid alternates are to be bid. Failure to provide a bid price for all bid items, including all bid schedules and all bid alternates as applicable, may result in the bidder being disqualified. No alternate

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or partial bids are allowed, except as provided for by the schedule of prices or by written addenda from the Engineer.

The various bid schedules will be evaluated and awarded as summarized under a subsequent section (*Evaluation of Bid, Basis of Award*).

Submission of a bid signifies the Bidder's willingness to enter into a contract on any or all bid schedules or bid alternates for which the Bidder submitted the lowest responsive and responsible bid. Bidders submitting a responsive bid must be capable of completing the Work within the contract time period(s) specified. Submission of a bid also signifies the Bidder's acceptance of any stipulated prices included in the schedule of prices or in Section 01025.

12. **Submittal of Sealed Bids Required:** Sealed bids must be delivered to the location designated in the Invitation to Bid by the bid closing time. Faxed or electronically mailed (email) bids will not be accepted. Sealed bids shall include a bid security (bid bond) as noted below and in the "Instructions to Bidders".
13. **Bid Security.** All bids shall be accompanied by a bid bond equal to ten percent (10%) of the total bid (*see Instructions to Bidders, Section 5a for bid bond options*), to be forfeited to the Owner in the event of failure of the Bidder to execute the contract. It is required that the surety issuing a bid bond be duly authorized and licensed to transact surety business in the state of Oregon.
14. **Bids to Remain Open.** The Owner reserves the right to postpone the award for up to 60 days from the date and time of the bid closing (bids submitted by all bidders shall remain open for this period), to delete certain items from the bid, and to award the contract to the lowest responsive responsible bidder. The owner may, in his sole discretion, release any bid and return the Bid Security prior to that date.
15. **Evaluation of Bid, Basis of Award:** See Section 16 of the Instructions to Bidders. In accordance with ORS 279.365(1)(i), the Owner reserves the right to reject any bid not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under ORS 279C.375(3)(b), and may reject for good cause any and all bids after finding that doing so is in the public interest.  
  
The Owner reserves the right to delete certain bid items from the award, and/or to award or delete bid alternates as the Owner deems appropriate and in the Owner's best interest.
16. **Bid Tabulations:** Following bid opening, any bidder may request in writing copies of bid tabulations from the Owner.
17. **Availability of Bids:** After opening, the Contracting Agency will make Bids available for public inspection pursuant with timeframes under OAR 137-049-0330(3).
18. **Notice of Intent to Award, Protests:** As provided by OAR 137-049-0395, notice of intent to award will be issued to all bidders, and any bid award protests must be submitted in writing and received no later than 4:00 p.m. seven (7) calendar days after the date of issuance of the notice of intent to award

(ie. if the Notice of Intent to Award is dated and issued on a Friday, the bid award protest period ends at 4:00 p.m. on the following Friday). Award will not become final until the latter of the seven (7) calendar days following the issuance of the notice of intent to award, or until the Owner provides written response to all timely filed protests that denies the protest and affirms the award. Solicitation protests must be submitted prior to bid closing as specified in (and will be processed in accordance with) OAR 137-049-0260. Award protests must be submitted (and will be processed) in accordance with OAR 137-049-0450.

19. **Liquidated Damages:** The completion of this project is important to the Owner for public health, safety and welfare. If completion is not timely, the Owner will be damaged. The parties, therefore, agree that liquidated damages in the amounts listed in the Agreement, accruing on a daily basis, are part of the consideration for the bid and that this amount is a reasonable sum for such damages.

Liquidated damages shall apply against the successful bidder (the Contractor) and accrue to the Owner at the rate(s) specified in the Agreement for each and every day that expires after the time specified for Substantial Completion. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate.

After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract Time for Final Completion or any proper extension thereof granted by the Owner, liquidated damages shall apply against the successful bidder (the Contractor) and accrue to the Owner at the rate(s) specified in the Agreement for each and every day that expires after the time specified from Substantial Completion until the work is complete and ready for final payment.

In addition to the liquidated damages, the Contractor shall reimburse the Engineer for cost incurred for inspection and project management services required beyond the time period outlined above. If the Contractor fails to reimburse the Engineer directly, the cost will be deducted from the Contractor's final pay request by the Owner.

20. **Retainage:** To ensure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each progress payment until Final Completion and acceptance of all work covered by this Contract.

Pursuant to ORS 279C.845(7), if a Contractor is required to file certified payroll statements and fails to do so, the Owner shall retain 25 percent of any amount earned by the Contractor until the Contractor has filed such statements with the Owner. The Owner will pay the Contractor the amount retained due to failure to submit certified payrolls within 14 days after the Contractor files the certified statements.

21. **Contractor Registration.** In accordance with OAR 137-049-0200(1)(a)(K), no bid will be received or considered by the Owner unless the bidder's bid includes a certification that the bidder is registered and in good standing with the Construction Contractors Board or licensed and in good standing by the State Landscape Board, as specified in OAR 137-049-0230. For public contracts, registration "at the time the offer is made" is a matter of bid responsiveness per OAR 137-049-0230(1).

22. **Subcontractor Registration.** Per ORS 701.005(5)(a), ORS 701.021(1) and ORS 701.026(1), it is the bidder's responsibility to ensure that all subcontractors comply with the statutory requirement to be licensed through the Oregon Construction Contractor Board (CCB) in order to "undertake, offer to undertake or submit a bid to do work" in the State of Oregon.
23. **Performance and Payment Bonds:** Prior to execution of the Agreement, the Bidder shall furnish separate bonds covering the faithful performance of the Contract, and the payment of all obligations arising thereunder, each in an amount equal to one hundred percent (100%) of the Contract sum. The cost of furnishing such bonds shall be included in the price proposal. The duration of the performance bond shall match the length of the project warranty.
- The surety issuing such bonds shall be duly authorized and licensed to issue bonds in the State of Oregon. The bonds shall be executed by an attorney-in-fact, principal or other authorized representative for the surety company, showing the Oregon agent for service, and bear the seal of the surety company. Where the bond is executed by a person outside the state of Oregon, his authority to execute bonds shall be shown.
24. **Resident Bidder Certification:** In accordance with ORS 279C.365(1)(h), each bid shall contain a statement as to whether or not the bidder is a resident bidder, as defined in ORS 279A.120.
25. **Prevailing Wages:** The City Attorney has determined that this contract for the procurement of goods and services. As such, this project is not subject to prevailing wages. Bidders may disregard any references to prevailing wages in the bidding documents.
26. **Potential Additions or Changes to the Work.**  
At its sole discretion, the Owner reserves the right to make changes or additions to the work as provided by OAR 137-049-0160(6), including but not limited to potential additional work consisting of street or utility work within the jurisdiction of the Owner, up to a maximum of 50% over the original contract price, with increases between 25% and 50% to be approved by the City Council. Such changes, if requested by the Owner, will be made in accordance with the contract change provisions contained in the Contract Documents. This reservation of rights imposes no obligation on the Owner to make any additions or modifications to the work.
27. **Asbestos Abatement Notice** as required by OAR 137-049-0200(a)(L). This project does not include known asbestos abatement work (or work on or around asbestos cement pipe), and therefore, the contractor does not need to be licensed under ORS 468A.720 in order to submit a bid on this project. This does not eliminate the requirement that any asbestos abatement work (for work on or around asbestos cement pipe) subsequently required due to differing conditions discovered (i.e. differing site condition), or expansion of the project scope, must be done by an appropriately licensed contractor or subcontractor.
28. **Contractor Application for Payment & Certification:** With each application for payment, the Contractor will be required to complete and submit the "Application for Payment Cover Sheet & Certification" included in this section, in addition to a detailed invoice listing all bid items (and a schedule

of values for lump sum contracts). If required by the Contract Documents or funding agency requirements, additional documentation required shall be submitted with this cover sheet.

**CONTRACTOR APPLICATION FOR PAYMENT & CERTIFICATION**

Application for Payment No. \_\_\_\_\_

To: **The City of Falls City, 299 Mill Street, Falls City, Oregon 97344** (Owner name & address)

From: \_\_\_\_\_ (Contractor name & address)

Contract: **Agreement Dated \_\_\_\_\_, 20\_\_**

Project: **Water Treatment Plant Slow Sand Filter #1 Media Replacement** (Project name)

Engineer's Project No. **JO 2969.4010.0**

For Work accomplished for the period of: \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_

- 1. Original Contract Total: .....\$ \_\_\_\_\_
- 2. Net change by Change Orders & Written Amendments (+ or -) (thru CO \_\_\_): .....\$ \_\_\_\_\_
- 3. Current Contract Total (line 1 plus 2) (based on est. quantities as applicable): .....\$ \_\_\_\_\_
  
- 4. Total Amount Earned to Date (based on actual quantities as applicable): .....\$ \_\_\_\_\_
- 5. Total Retainage (5%): .....\$ \_\_\_\_\_
  
- 6. Total Amount to Date, less Retainage (line 4 minus 5): .....\$ \_\_\_\_\_
- 7. Total from Previous Applications for Payment: .....\$ \_\_\_\_\_
- 8. Retainage for Release (after project completion): .....\$ \_\_\_\_\_
  
- 9. **DUE THIS APPLICATION** (line 6 minus 7, plus 8 as applicable): .....\$ \_\_\_\_\_

Accompanying Documentation:

- Attach additional sheets if necessary with a detailed summary of requested payment (ie. of all bid items for unit price contracts, or a detailed breakdown based on a schedule of values for lump sum contracts), or detailed summary of claims.
- Attach additional documentation as required by the Contract Documents or funding agency requirements.

Contractor's Certification:

The undersigned Contractor certifies that:

- (1) All previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment, including payment of all subcontractors & material suppliers; and
- (2) Title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrance); and
- (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and
- (4) In consideration for the payment referenced above, and upon receipt of such payment, Contractor hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through the date of this application, with the exception that this release does not cover retainage; and
- (5) Contractor represents that receipt of said payment constitutes full and complete payment for all work, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, interest on capital, profit and conditions costs) relative to the work or improvements as of the date of this application; and
- (6) Contractor specifically waives, quitclaims and releases any claim for damages due to delay, hindrances, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have as of the date of this application, except as follows (attach pages if required): \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
*Contractor signature*

By: \_\_\_\_\_  
(print or type name)

Payment of the above amount is recommended. (signature line below for use only when form submittal is required by Owner)

Dated \_\_\_\_\_ Westech Engineering, Inc. (Engineer) By: \_\_\_\_\_

29. **Public Contracting.** The Bidder agrees to comply with all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the construction, and specifically the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279C) which by this reference are incorporated in the Contract Documents and made a part hereof, including the following provisions included in the contract pursuant with OAR 137-049-0200(1)(c). The numbering below corresponds with the numbering under OAR 137-049-0200(1)(c).
- a. Pursuant with ORS 279C.505(1), the Contractor shall:
    - 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
    - 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
    - 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
    - 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
  - b. Pursuant with ORS 279C.505(2), the Contractor shall demonstrate that an employee drug testing program is in place.
  - c. Pursuant with ORS 279C.510(1), if the Contract calls for demolition Work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
  - d. Pursuant with ORS 279C.510(2), if the Contract calls for lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
  - e. Pursuant with ORS 279C.515(1), if the contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the contractor or a subcontractor in connection with the public improvement contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality or municipal corporation or a subdivision of the state, county, school district, municipality or municipal corporation, may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.
  - f. Pursuant with ORS 279C.515(2), if the contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
  - g. Pursuant with ORS 279C.515(3), if the contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- h. Pursuant with ORS 279C.520.a, a Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires, otherwise, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the Contractor shall pay the employee at least time and a half pay for:
- 1) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or
  - 2) All overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
  - 3) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.
- i. Pursuant with ORS 279C.525, the Contractor shall comply with all ordinances, rules or regulations enacted by federal, state and local agencies dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. To the extent that known environmental and natural resource risks are specifically noted, shown or specified in the contract documents or on the construction drawings, such risks are allocated to the Contractor pursuant with 279C.525(8)(a).
- j. Pursuant with ORS 279C.530(1), the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- k. Pursuant with ORS 279C.530(2), all employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
- l. Provisions of ORS 279C.540 pertaining to maximum hours, holidays and overtime shall be complied with by the Contractor and all subcontractors.
- m. Provisions of ORS 279C.545 pertaining to time limitation on claims for overtime and requirements for posting circulars containing said provisions shall be complied with by the Contractor and all subcontractors.
- n. Pursuant with ORS 279C.800 to 279C.870, the Contractor shall comply with all prevailing wage rates as required for this project.
- o. Pursuant with ORS 279C.830(2):
- 1) Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting work on this contract, or any subcontract hereunder, contractor and all subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2),

unless the surety sooner cancels the bond. Contractor further certifies that contractor will include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

- a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a subcontractor to start work on this public works project, the contractor shall verify that the subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).
  - b) Unless public contracting agency has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond contractors or subcontractors may be required to obtain under this contract.
- p. Retainage shall be as outlined in these contract documents and as specified under ORS 279C.550 to 279C.570.
- q. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the General Conditions and ORS 279C.570.
- r. The Contractor's relations with subcontractors shall comply with ORS 279C.580. Pursuant with ORS 279C.580(3), each subcontract for property or services the contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, shall include clauses that :
- 1) obligate the contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the contracting agency pays to the contractor under the public improvement contract.
  - 2) requires the contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from the contractor.
  - 3) requires the contractor, except as otherwise provided under ORS 279C.580, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract.
- s. Any notice of claim on a payment bond or public works bond shall comply with the requirements of ORS 279C.605.
- t. As required by ORS 305.385, the Contractor will certify that he is not in violation of any tax laws described in ORS 305.308(4).
- u. The Contractor shall certify that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence Work under the Contract.

- v. The Owner will pay all fees due to BOLI pursuant with ORS 279C.825.
- w. Contractor certifies that it has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.
- x. The Contractor shall remain certified as a disadvantaged, minority, women or emerging small business enterprise under ORS 200.055 for the entire term of the public contract, if the contracting agency awarded the public contract, in whole or in part, on the basis of the contractor's certification. The Contractor shall provide in the Contractor's subcontracts that a subcontractor remain certified as a disadvantaged, minority, women or emerging small business enterprise under ORS 200.055 for the entire term of the subcontract, if the Contractor awards the subcontract, in whole or in part, on the basis of the subcontractor's certification (OR-HB 2716, ORS 279A\_).
- y. Pursuant with ORS 279C.520.b&c: The Contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause. The Contractor may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- z. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing (OAR 137-049-200(2)).
- aa. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:

Forest Service	Agriculture, Department of
Defense, Department of	Soil Conservation Service
Environmental Protection Agency	Army Corps of Engineers
Bureau of Sport Fisheries and Wildlife	Interior, Department of
Bureau of Land Management	Bureau of Outdoor Recreation
Bureau of Reclamation	Bureau of Indian Affairs
Occupational Safety and Health Administration	Labor, Department of
Coast Guard	Transportation, Department of
	Federal Highway Administration

STATE AGENCIES:

Environmental Quality, Department of  
Forestry, Department of  
Human Resources, Department of  
Soil and Water Conservation Commission  
State Land Board

Agriculture, Department of  
Fish and Wildlife, Department of  
Geology and Mineral Industries, Department of  
Land Conservation and Development Commission  
State Engineer  
Water Resources Board

LOCAL AGENCIES:

County Court  
Port Districts  
County Service Districts  
Water Districts

City Council  
County Commissioners, Board of  
Metropolitan Service Districts  
Sanitary Districts  
Fire Protection Districts"

# INSTRUCTIONS TO BIDDERS

## 1. DEFINED TERMS

- a. Terms used in these Instructions to Bidders are defined in the General Conditions of the Contract. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" means the Solicitation Documents as defined under OAR 137-049-0200, and includes all documents listed as "Contract Documents" in the Agreement, which are issued prior to the bid closing time.

## 2. COPIES OF BIDDING DOCUMENTS

- a. Complete sets of the Bidding Documents for the deposit sum, if any, stated in the Invitation to Bid may be obtained from the Engineer (unless another issuing office is designated in the Invitation to Bid) in the manner specified in the Invitation to Bid.
- b. Complete full size sets of Bidding Documents as outlined in the Bid Form shall be used in preparing bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents or reduced size drawings.
- c. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

## 3. EXAMINATION OF BIDDING DOCUMENTS AND SITE

- a. Before submitting a bid, each bidder must: (a) examine the Bidding Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may affect cost, progress or performance of the work; (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with the Bidding Documents.
- b. Reference is made to the General Conditions for information regarding those reports or investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bidding Documents. Before submitting his bid, each bidder will, at his own expense make such additional investigations and tests as the bidder may deem necessary to determine his bid for performance of the work in accordance with the time, price and other terms and conditions of the Bidding Documents.
- c. On request, Owner will provide each bidder access to the site to conduct such investigations and test as each bidder deems necessary for submission of his bid.
- d. The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designed before use by the Contractor in performing the work are identified in the Drawings or the Bidding Documents.
- e. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this Article 3 and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

## 4. INTERPRETATIONS AND ADDENDA

- a. All questions about the meaning or intent of the Bidding Documents shall be submitted to the Engineer in writing. Questions received less than five (5) days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications are not binding unless confirmed by written Addendum, including discussions at prebid conferences.
- b. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner

or Engineer. Addenda will be issued a minimum of 72 hours prior to bid closing unless the Addendum also extends the bid closing.

- c. Addendum are considered to be issued at the time copies of the Addendum documents are available to prospective bidders at the office of the Engineer or via an on-line document distribution system (where noted in the Invitation to Bid). Notice of the addendum will be send to all parties recorded by Engineer as having received the Bidding Documents from the Engineer or having downloaded the Bidding Documents from the on-line document distribution system. Addendum will also be made available for pickup at the office of the Engineer by any interested party. Either posting of the Addendum on-line, or mailing of the Addendum, shall be considered notice as required by OAR 137-049-0250.
- d. Each prospective bidder shall be responsible for verifying the number of addendum issued 72 hours prior to bid opening. Failure by the prospective bidders to verify the number of Addendum issued, or failure of the Addendum to be delivered to or downloaded by prospective bidders in a timely manner, shall not be grounds for a bid protest.

5. BID SECURITY

- a. Bid Security shall be made to the Owner, in an amount of ten percent (10%) of the bidder's maximum bid price and in the form of a certified bank check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.01 of the General Conditions.
- b. The Bid Security of the successful bidder will be retained until such bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If the successful bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) calendar days of the Notice of Award (unless an alternate time limit is specified in the Bid Documents), Owner may annul the Notice of Award and the Bid Security of that bidder will be forfeited. The Bid Security of any bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the thirty-first day after the bid opening. Bid Security of other bidders will be returned within seven days of the bid opening.
- c. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any payment and performance bonds required by the Bidding Documents, or the Bidder notifies Owner in writing of the intent to withdraw his Bid, except as authorized under paragraph 13 herein.

6. CONTRACT TIME

- a. The number of days within which, or the date by which, the work is to be completed (the Contract Time) will be included in the Agreement.

7. PREBID SUBMITTAL

- a. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to Engineer and for which prebid approval is required by the drawings or specifications, a prebid application for such acceptance must be submitted to the Engineer at least seven (7) days prior to bid opening unless otherwise noted in the specification section for that equipment. Written replies will be issued to the requesting party. Only written replies will be binding. Unsolicited prebid submittals for substitute or alternate equipment will not be reviewed.

8. ALTERNATE MATERIAL AND EQUIPMENT

- a. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications or as approved in a prebid submittal. Whenever it is indicated in the Drawings or specified in the Specifications that an "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement," except as set forth in paragraph 7 - Prebid

Submittals. The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraph 6.05 of the General Conditions which may be supplemented in the Supplementary Conditions.

9. SUBCONTRACTORS, ETC.

- a. All bidders are required to submit any and all subcontractor disclosure information required by these Bidding Documents or by current State law.
- b. In contracts where the Contract Price is on the basis of cost-of-the-work plus a fee, the apparent successful bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the work that such bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with Owner's written consent.
- c. No Contractor shall be required to employ such subcontractor, other person or organization against whom he has reasonable objection.

10. BID FORM

- a. Bids must be submitted on the prescribed Bid Form. The Bid Form is attached hereto; additional copies may be obtained from the Engineer.
- b. The Bid Form must be completed in ink or by typewriter. The bid price of each item on the form must be stated. In case of conflict between unit price and total price, unit price will take precedence.
- c. A Bid Form submitted by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and must be attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be shown in conjunction with the signature.
- d. A Bid Form submitted by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown in conjunction with the signature.
- e. All names must be typed or printed below the signature.
- f. The Bid Form shall contain an acknowledgement of receipt of all Addenda (the number of which shall be filled in on the Bid Form).
- g. The address to which communications regarding the Bid Form are to be sent must be shown.

11. SUBMISSION OF BIDS

- a. Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project Title and name and address of the bidder and accompanied by the Bid Security and other required documents. Any bid not so submitted may be considered non-conforming by the Engineer. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.
- b. The Bidder shall assume full and complete responsibility for timely delivery of the bid to the location designated for receipt of bids.

12. MODIFICATION AND WITHDRAWAL OF BIDS PRIOR TO BID CLOSING

- a. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the Bid Closing.
- b. Any bid modification must be submitted in a sealed envelope (marked with all information listed in the Invitation to Bid, except that it is to be marked as a "Bid Modification), and shall include a statement that the modification amends and supercedes the prior Bid.

- c. A bid may be withdrawn by written notice submitted on the Bidder's letterhead, signed by an authorized representative, delivered to the location specified for bids in the Invitation to Bid.

13. MISTAKES

- a. If, within forty-eight (48) hours after bids are opened, any bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in preparation of his bid as specified by OAR 137-049-0350(2)(c), the Owner may allow the bidder to withdraw his bid, and the Owner may return all or a portion of the Bid Security. Thereafter, that bidder will be disqualified from rebidding the work.

14. OPENING OF BIDS

- a. When bids are opened publicly, they will be opened and read aloud at the time and place set forth in the Invitation to Bid. Bidders, or their representative, and other interested persons or parties may be present at the public opening of bids.
- b. An abstract of the amounts of the base bids and major alternatives (if any) will be made available after the opening of bids.
- c. When bids are opened privately, an abstract of the same information will be made available to bidders within seven (7) days after the date of bid opening.

15. BIDS TO REMAIN OPEN

- a. Unless otherwise provided in the Invitation to Bid or the Information for Bidders, all bids shall remain open for sixty (60) days after the date and time of the bid closing, but Owner may, in his sole discretion, release any bid and return the Bid Security prior to that date.

16. EVALUATION OF BIDS

- a. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between unit prices and total price will be resolved in favor of the unit price.
- b. In evaluating bids, Owner shall consider the qualifications and experience of the bidders, in addition to whether or not the bids comply with the prescribed requirements and alternatives and unit prices if requested in the Bid Forms. In addition, determination of bidder responsibility for public projects will be in accordance with OAR 137-049-0390(2). It is Owner's intent to accept alternatives (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.
- c. Owner may consider the qualifications and experience of subcontractors and other person and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work for which the identity of subcontractors and other persons and organizations must be submitted as provided in the General or Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment may also be considered by the Owner.
- d. Owner reserves the right to reject the Bid of any bidder who does not pass any such evaluation to Owner's satisfaction.

17. AWARD OF CONTRACT

- a. If the contract is to be awarded, it will be awarded to the lowest bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the project and the Owner. The Owner reserves the right to delete certain bid items from the award.
- b. If the contract is to be awarded, Owner will give the successful bidder a Notice of Award within thirty (30)

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days after the day of the bid opening unless otherwise provided in the Invitation to Bid or the Information for Bidders.

18. PERFORMANCE AND OTHER BONDS

- a. Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and other bonds. When the successful bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.
- b. Prior to execution of the Contract, the bidder shall furnish separate bonds covering the faithful performance of the contract and the payment of obligations arising thereunder, each in an amount to one hundred percent (100%) of the Contract sum. The cost of furnishing of such bonds shall be included in the bid. The surety issuing such bonds shall be licensed to issue bonds in the State in which the work occurs.

19. SIGNING OF AGREEMENT

- a. When Owner gives a Notice of Award to the successful bidder, it will be accompanied by at least three (3) unsigned counterparts of the Agreement and all other Contract Documents. Unless an alternate time limit is specified in the Bid Documents, within ten (10) calendar days thereafter, contractor shall sign and deliver at least three (3) counterparts of the Agreement to the Owner with all other Contract Documents attached. Within twenty (20) days thereafter, Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

# BID FORM

City of Falls City, Oregon  
299 Mill Street  
Falls City, OR 97344

## 1) TO ALL BIDDERS:

- a) **BID DOCUMENTS.** The Bidding Documents include the entire proposed Contract Documents, including but not limited to the Invitation to Bid, Information to Bidders, Instructions to Bidders (general & supplementary as applicable), this Bid Form (including Schedule of Prices), Subcontractor Disclosure forms as applicable, other bidding and contract forms, Agreement form, Conditions of Contract (General, Supplementary and other conditions), any applicable Prevailing Wage Rates, Drawings, specifications, appendices, as well as all addenda, plan revision sheets or plan addition sheets issued prior to bid closing.
- b) **BID SUBMITTAL FORMS.** The minimum bid submittal requirement for this project shall include this Bid Form including all bid forms and schedule(s) of prices, bid bond as required and all other required attachments (*submittal of the entire bid manual is allowed, but not required*). All Bidding Documents are included in this Bid Form by reference, whether attached or not.
- c) Bidders shall use complete sets of Bidding Documents and full size drawings in preparing Bids. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets or reduced size sets of Bidding Documents.

## 2) THE BIDDER, BY MAKING A BID, REPRESENTS THAT:

- a) The Bidder has examined and understands the Bidding Documents and the Bid is made in accordance therewith.
- b) The Bidder has examined and understands the Bidding Documents, to the extent that such documentation relates to the work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.
- c) The Bidder has personally visited the site, become familiar with local conditions under which the proposed work is to be performed, has determined the extent, character and location of the proposed work, the nature and type of excavation to be done, the location and condition of existing streets and roadways giving access to the site of the work, the topography of the site of the work, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- d) The Bidder is satisfied that the conditions of the work and materials as included herein is brief and is intended to identify the said quantities with the detailed requirements of the proposed Contract Documents.
- e) The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## 3) INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS; DISCREPANCIES:

- a) The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Engineer errors, inconsistencies, discrepancies or ambiguities discovered, including any pages missing from the drawings, bid forms or specifications utilized in the preparation of the bid, or discrepancies between the drawings & the Bid Form or the specifications.
- b) Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Engineer a minimum of five (5) days prior to the date for receipt of Bids. Clarifications will be issued by Addendum as outlined in the Instructions to Bidders.

- c) Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. The Bidding Documents are complementary and what is called out by any portion of the Bidding Documents (drawings, specifications, any bidding or contract forms, etc.) shall be as binding as if called for by all.

**4) THE BID:**

- a) The Bidder does hereby propose to furnish all material, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project entitled

**Water Treatment Plant Slow Sand Filter #1 Media Replacement**

and all specified work appurtenant thereto, and in connection with this project for the Owner within the time limit specified, and in accordance with the drawings, specifications and contract change order documents for the sums set forth in the attached schedule of prices.

- b) The conditions or qualifications under which the undersigned Bidder will accept award of the contract are as follows:

---

(Enter "none" if Bidder will accept all terms and conditions of the Contract Documents)

- c) The undersigned Bidder agrees that, if awarded the Contract, it will commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed and that it will complete the work within the specified number of days set forth in the Information for Bidders.

**5) BID GUARANTEE:**

- a) Enclosed is a bid guarantee equal to ten percent (10%) of the total bid, consisting of a bid bond drawn on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.  
(Name of Surety)

- b) The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all Bids have been rejected.

**6) BIDDER CERTIFICATION:** The undersigned Bidder certifies that:

- a) The undersigned declares that it is the only party interested in this Bid Form, and that this Bid Form is in all respects fair and without fraud and that it is made without collusion with any representative of the Owner, and that the prices have been arrived at independently without collusion, communication or agreement with any other bidder or with any competitor, as to any matter relating to prices for the purpose of restricting competition.
- b) The Bidder has examined the site of the work;
- c) The Bidder understands the manner of payment for the cost of the project;
- d) The undersigned Bidder certifies that it is registered and in good standing with the Construction Contractors Board or licensed and in good standing by the State Landscape Board, as specified in OAR 137-049-0230, at the time of bid submittal, and that all subcontractors whose sub-bids are utilized by the Bidder in preparing the bid are also registered and in good standing at the time of bid submittal.

- e) The undersigned Bidder certifies their bidder status as follows (as defined in ORS 279A.120 [ORS 279C.365(1)(h)]):

Resident Bidder: YES  NO

If the bidder is a nonresident bidder, indicate the percent of preference given to resident bidders in the state in which you reside. \_\_\_\_\_%

- f) As required by OAR 137-049-0440(3), the undersigned Bidder certifies that it has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts.
- g) The undersigned Bidder certifies to the provisions required by ORS 279C.505(2) pertaining to Drug Testing Programs for Public Improvement Contracts.
- h) The undersigned Bidder certifies that the surety issuing all required bonds is duly authorized and licensed to transact surety business in the state of Oregon.
- i) The provisions of ORS 305.385, relating to Oregon tax laws will be complied with.
- j) The Bidder, its subcontractors, and all employers which will work on this project are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers Compensation coverage for all their subject workers.
- k) All subcontractors performing work as described in ORS 701.005(2) will be registered and in good standing with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time of bid submittal, and during the entire time that subcontractors perform work under this Contract.
- l) Bidder acknowledges that in the event the any or all bids are rejected or deemed non-responsive, that Bidder, sub-bidders or suppliers shall have no claim for recovery of bidding costs, or loss of anticipated profits or revenue or other economic loss arising out of or resulting from such rejection, including lost opportunity costs (see also GC 15.03.B).
- m) The undersigned Bidder agrees & certifies that any Performance Bond provided will also remain in full force and effect as a maintenance/warranty bond during the entire guaranty/warranty period, unless a separate warranty/maintenance bond acceptable to the Owner is provided by the Contractor as applicable.
- n) By submitting a bid on one or multiple Bid Schedules, the Bidder certifies its willingness to enter into a contract on any or all bid schedules for which the Bidder submitted the lowest responsive and responsible bid. If submitting a bid on multiple Bid Schedules, Bidder certifies that it is capable of completing all Work within the contract time period(s) specified, accounting for concurrent time periods under the different Bid Schedules if applicable, and will provide adequate personnel to accomplish the work.
- o) The undersigned Bidder agrees & certifies that the requirements of the Bidding Documents relating to providing an experienced, competent resident project superintendent will be fully complied with, and that the Bidder understands the consequences of failure to provide an acceptable project superintendent.

**7) ACCEPTANCE OF BID (AWARD):**

- a) It is the intent of the Owner to award the Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.
- b) In submitting this Bid, it is understood that the Owner reserves the right to reject any and all Bids, to adjust

the scope of the work within reasonable limits, and to postpone award for a reasonable time.

- c) The undersigned Bidder agrees that on written acceptance of this bid, it will, within ten (10) days of receipt of such Notice of Award, execute a formal contract agreement with the Owner in the form attached hereto, and that it will provide acceptable bonds (including Performance Bond, Payment Bond & BOLI bond as applicable) and certificates of insurance as required by the Contract Documents. In case of default in execution of the contract or in delivery of acceptable bonds or insurance certificates, the bid guarantee accompanying this Bid Form shall be forfeited to, and remain the property of, the Owner.

**8) ACKNOWLEDGEMENT OF ADDENDA:**

- a) The Bidder has received and duly considered the following Addenda to the specifications and the following revisions or additions to the plans:

Addenda: all addenda through No. \_\_\_\_\_, inclusive (*Bidder to put zero (0) if there are no addenda*).

- b) Prior to submitting a bid, the Bidder shall be responsible for verifying the number of addendum, plan revision sheets or plan addition sheets issued (see Instructions to Bidders).

**9) BID DATE, SIGNATURES, ETC:**

Bid dated \_\_\_\_\_, 2018

*Communications concerning this Bid shall be addressed to:*

Name of Entity Submitting Bid: \_\_\_\_\_

*(full legal name of bidding entity)*

Contact Person: \_\_\_\_\_ email address: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**If Bidder is an Individual:**

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

*(Individual's Signature)*

Name (type or print): \_\_\_\_\_

Doing business as: \_\_\_\_\_

Oregon CCB License #: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

**If Bidder is a Partnership:**

Partnership Name (type or print): \_\_\_\_\_

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

*(Signature of General Partner – attach evidence of authority to sign)*

Name (type or print): \_\_\_\_\_

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

Oregon CCB License #: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

**If Bidder is a Corporation:**

Corporation Name (type or print): \_\_\_\_\_

State of Incorporation (type or print): \_\_\_\_\_

Type of Corporation (*General Business, Profession, Service, LLC, etc*): \_\_\_\_\_

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

*(Signature– attach evidence of authority to sign if other than president or vice-president)*

Name (type or print): \_\_\_\_\_

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

Attest: \_\_\_\_\_

*(Signature of Corporate Secretary)*

Oregon CCB License #: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

**If Bidder is a Joint Venture:**

Name of Joint Venture (type or print): \_\_\_\_\_

.....

First Joint Venture Name (type or print): \_\_\_\_\_

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

*(Signature of joint venture partner– attach evidence of authority to sign)*

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

Oregon CCB License #: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

.....

Second Joint Venture Name (type or print): \_\_\_\_\_

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

*(Signature of joint venture partner– attach evidence of authority to sign)*

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

Oregon CCB License #: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

.....

Third Joint Venture Name (type or print): \_\_\_\_\_

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

*(Signature of joint venture partner– attach evidence of authority to sign)*

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

Oregon CCB License #: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

.....

*(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated under the applicable category above, attach additional pages if necessary.)*

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Location: Falls City, Oregon

Project: Water Treatment Plant Slow Sand Filter #1 Media Replacement

Job Number: 2969.4010.0

### Schedule of Prices

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1.	Existing Sand Removal	All	L.S.	Lump Sum	\$ _____
2.	New Sand Filter Media (see bid alternates below)				
3.	New Sand Filter Media Installation	335	C.Y.	\$ _____	\$ _____
<b>Base Bid (without filter media)</b>					<b>\$ _____</b>
<b>Bid Item 2, Alternate A - Type A Filter Media</b>					
a.	New Sand Filter Media - Type A Filter Media	335	C.Y.	\$ _____	\$ _____
<b>Bid Item 2, Alternate B - Type B Filter Media</b>					
a.	New Sand Filter Media - Type B Filter Media	335	C.Y.	\$ _____	\$ _____

**BID SUMMARY**

Grand Total, Base Bid + Alternate A \$ \_\_\_\_\_

Grand Total, Base Bid + Alternate B \$ \_\_\_\_\_

\_\_\_\_\_  
Bidder Name (print or stamp)

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**BID BOND**

(minimum ten percent (10%) of the total bid)

**KNOW ALL MEN BY THESE PRESENT**, that we \_\_\_\_\_  
(Name of Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_  
(Name of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety,  
hereinafter called the Surety, are held and firmly bound unto **the City of Falls City, Oregon** (Owner)  
as Obligee, hereinafter called the Obligee, in the full sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said  
Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for: **Water Treatment Plant Slow Sand Filter #1  
Media Replacement.**

**NOW, THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall  
enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond  
or bonds as may be specified in the Bid Documents with good and sufficient surety for the faithful  
performance of such Contract and for the prompt payment of labor and material furnished in the  
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give  
such bond or bonds, if the Principal shall pay to the Obligee the full sum set forth on the face of this  
Bid Bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Principal: \_\_\_\_\_  
(signature)

Surety: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(print name)

By: \_\_\_\_\_  
(print name)

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

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

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## Managers' Report

02/01/2018

Mayor and Councilors,

I checked on the ODOT small city allotment grant, they expect to have the awards out soon and I believe we received our proposal for 5th Street. Once notified of the award I will meet with Todd Whitaker, Polk County Public Works Director, to see if we can piggy back on their overlay bid for Falls City highway. If this will save us money and increase the amount of asphalt we can lay I will bring an agreement to Council for approval. If that does not work out, I have contacted the City Engineer and they are aware that we will need Engineering done on the project. This will be under the threshold of a formal bid process, we will be able to seek three bids and go with the lowest bid. The City was successful in submitting the CDBG application, thanks goes to everyone that helped on the process; Mayor Gordon, Renata Wakeley, JoHanna, and everyone from business Oregon, to name a few.

The bid proposal for the sand filters at the treatment plant should be prepared this week; once again it will not have to be a formal bid. Public Works will be widening the access road to accommodate the trucks and has met with the LDS camp to gain access through their camp when we start hauling the sand. We are hoping to have the first filter completed by the middle of June.

The Public Works Committee will be exploring Consumer Price Indexes and looking at our utility rates. The goal will be to set a rate increase this year and possibly bring a recommendation to Council on adopting annual rate increases based on the CPI. The Committee will also discuss the backflow issue; we experienced a lot of failures on this year's inspection. Jo and Jay will be looking at a notification process to each customer that had a failure. Don checked on prices and will forward to the committee, they have risen to over \$300 for a new device and \$70.00 for a rebuild kit. You add on the cost of a licensed plumber for property owners that cannot install their own and it will be a substantial hit. The City has to replace two at the water treatment plant and one at the wastewater plant.

I will be tendering my resignation as City Manager as of February 28. I will stay on to help transition a new manager in and to perform the Budget for 2018/19. I have enjoyed the challenge that the position has brought, but I can no longer commit the time to perform the job. It has been an honor working with Council and the City residents.

# MONTHLY EXPENSE REPORT

## MANAGER UNGRICHT

12/28/2017:	22 Miles, Dallas, American title.
12/28/2017:	63 Miles, Monmouth Bank, Dallas American Title, Salem IFA
01/03/2018:	25 Miles, Monmouth Bank.
01/08/2018:	25 Miles, Monmouth Bank.
01/11/2018:	25 Miles, Monmouth Bank.
01/17/2018:	25 Miles, Monmouth Bank.
01/19/2018:	140 Miles, Eugene to pick up Fire Engine.
01/22/2018:	25 Miles, Monmouth Bank.
01/25/2018:	22 Miles, Dallas DMV for fire truck title.
01/26/2018:	62 Miles, Salem, Westech (wtp), COG, IFA, Bank.
01/31/2018:	25 Miles, Monmouth Bank.

459 Miles x 54.5 = \$ 250.15 mileage.

\$ 26.98 charged on my credit card, Walmart, Coffee pot.

**Total reimbursement = \$ 277.13**

Public Works Staff Report for January, 2018

Monday, 1 Routine water and sewer, holiday.

Tuesday, 2 Work up at WTP on access road, for sand replacement.

Wednesday, 3 Fill pot holes around town, clean Glaze CR. Intake.

Thursday, 4 Pulled water and sewer samples, order supplies, contacted lumber company about road into WTP.

Friday, 5 Putting radio read meters in around town.

Saturday, 6 and Sunday, 7 Routine water and sewer.

Monday, 8 Replacing meters.

Tuesday, 9 Working at WWTP.

Wednesday, 10 Took surface water sample to Corvallis.

Thursday, 11 Very stormy clean storm drains, some water problem flow adjustments.

Friday, 12 Grade roads North side of town.

Saturday, 13 and Sunday, 14 Routine water and sewer.

Monday, 15 Holiday, routine water and sewer.

Tuesday, 16 Hach company work up at the WTP calibrating the instruments, grade roads South side.

Wednesday, 17 Finish up grading and graveling some of roads on South side.

Thursday, 18 Did physical shutoff on delinquent customers.

Friday, 19 Reconnect water services, Jay and Terry went down South to get used fire truck.

Saturday, 20 and Sunday, 21 Routine water and sewer.

Monday, 22 Repairing the fence at the mill lot.

Tuesday, 23 Filled pot holes.

Wednesday, 24 Meter reading.

Thursday, 25 Finish meters.

Friday, 26 Did rereads, and consumption.

Saturday, 27 and Sunday, 28 Routine water and sewer.

Monday, 29 Clean UV system, grading.

Tuesday, 30 Grading and rocking roads.

Wednesday, 31 Grading and rocking roads.