

City of Falls City  
City Council Regular Meeting Minutes  
May 10, 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, Interim City Manager; JoHanna Birr, City Clerk

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

**A. Roll Call**

Clerk Birr took roll call.

**B. Pledge of Allegiance**

Mayor Gordon led the pledge.

**C. Motion to adopt the entire Agenda**

A motion was made by Councilor Meier and seconded by Councilor D. Sickles to adopt the entire agenda. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

**D. Consent Agenda**

A motion was made by Councilor D. Sickles and seconded by Councilor L. Sickles to adopt the Consent Agenda with the addition of item D; Resolution 09-2018 Backflow Service Contract (Exhibit A) Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

**E. Public Comments**

Mr. Robert Collver, a resident of Falls City, approached Council with a denied land use permit from August 1, 2017. Mr. Collver distributed packets of information to Council and staff (Exhibit B.) Renata Wakely, our City Planner contracted through Council of Governments (COG), had denied the building permit due to the site plan showing the proposed home built over underlying "old" subdivision plat lines. Lots could be consolidated and the permit could be approved.

Mayor Gordon suggested Mr. Collver come to the May 24, 2018 Land Use meeting to discuss the issue further. Renata Wakely will be in attendance and can address Mr. Collver in person.

**F. New Business**

**A. Resolution 07-2018 CDBG Wastewater Grant Agreement**

Falls City was awarded \$330,000.00 in grant funds from the Oregon Community Development Block Grant Program, which is administered by the Oregon Business Development Department.

A motion was made by Councilor D. Sickles and seconded by Councilor Lauder that the City Council of the City of Falls City adopt resolution 07-2018, A resolution approving an agreement between the City of Falls City and the Oregon Business Development Department for the work specified under the Community Development Block Grant Award. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

**B. Resolution 08-2018 Resolution COG Agreement to Assist in Administration of CDBG Award**

A motion was made by Councilor D. Sickles and seconded by Councilor Lauder that the City Council of the City of Falls City adopt resolution 08-2018, A resolution approving an agreement between the City of Falls City and the

Mid-Willamette Valley Council of Governments for the work specified to manage the Community Development Block Grant award for upgrades to the wastewater system. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

**C. City Manager Contract**

Councilor Drill was concerned with the cost of salary. The city has been extremely fortunate to have Mr. Ungricht as a volunteer for the past several years and another cannot be expected. Councilor D. Sickles pointed out it is a necessary cost to run a city. Councilor Drill requested information on total employee cost and stated she does not agree with the City Charter at all. (referring to the requirement for a City Administrator.) It was mentioned the title does not change with workload.

Mac Corthell addressed Council's concerns setting them at ease. He understands our City is financially challenged and we need to stretch our resources to serve citizens. He will bring compliance and structure, then assess if the city could manage with a City Recorder. Mr. Corthell pledged to inform Council should that time arrive.

A motion was made by Councilor Meier and seconded by Councilor D. Sickles that the City Council of Falls City authorize Mayor Gordon to sign the proposed contract between the City of Falls City and Macahan Corthell. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

**D. Resolution 09-2018 Backflow Contract (Exhibit A)**

A motion was made by Councilor Drill and seconded by Councilor Meier that the City Council of the City of Falls City adopt resolution 09-2018, A resolution approving an contract between the City of Falls City and West Coast Cross Connection to provide testing services and minor repairs to backflow assemblies in the falls city municipal water system and authorized the Mayor to sign. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, Charlie Flynn

**G. Correspondence, Comments and Ex-Officio Reports**

**A. Managers' Report**

Mr. Ungricht is getting documents ready for Mr. Corthell to take over. There is currently three partition applications open. Mr. Ungricht thanked Council.

**B. Mayor's Report**

"I would like to devote this month's mayor's report to highlight the extensive work and accomplishments that have benefitted our community under the leadership of Terry Ungricht during his tenure as Mayor and City Manager of Falls City. Of course, any progress made during this time required the advice, deliberation, labor and partnership of many other people and organizations, including everyone here serving on the City Council and all involved deserve our gratitude. However, one of the qualities I have learned about Mr. Ungricht is that he would rather do just about anything than list his accomplishments.

Mr. Ungricht was elected by the citizens of Falls City to serve as Mayor in November of 2014 after serving on the City Council for several years. He was then selected to serve as City Manager in June of 2015, performing a very demanding dual role. To learn the varied and critical demands of City Management, Mr. Ungricht drew upon his many years of experience working as an engineer on the railroad, serving as a national lobbyist for his Union and its members and fighting for legislation to benefit seniors and other vulnerable populations. But it was truly his grit of character, his willingness to learn the job and implications of his decisions through detailed research, an ability to form networks within the Falls City citizenry and community leadership as well as with other government

and non-governmental organizations that earned him so much success. Perhaps most alarming is that he worked as a true volunteer saving the City and its citizens hundreds of thousands of dollars over the course of his tenure.

To get a feel for the breadth of successes under his leadership, I created the following list, which I am certain is vastly incomplete:

- Worked to secure and close the HEAL grant to rehabilitate the famous Falls City Stairs and provided his own and helped recruit volunteer labor to do the work.
- Served on the Parks, Recreation and Cemetery Committee, the Public Works Committee and the Budget Committee.
- Volunteers as the manager of the Falls City cemeteries.
- In cooperation with the negotiations team, helped negotiate and finalize a bulk water agreement with the Luckiamute Domestic Water Cooperative in 2015 that ensured a fair rate of pay into the Falls City water system benefiting all customers.
- Applied for and was granted a small cities allotment grant to repave South Main Street. He helped oversee and make sure the project was successful and done well at a competitive price.
- Secured IFA funding for a helped oversee the development of the Falls City Master Water Plan
- Volunteered for the annual Spring Clean events and many other community events.
- Secured FEMA and IFA grant funding for Dutch Creek Bridge crossing.
- Helped research and lead the development of a Code Enforcement Program.
- Underwent significant training to learn about Municipal infrastructure needs.
- Underwent successful budget audits in each year he prepared the City's budget. Served as a responsible steward of public monies and ensured proper contingency fund levels and other fund levels to earn favorable bond rating and make sure City departments were funded fairly and as best as they could be considering limited revenue.
- Secured and IGA with the Polk County Sheriff for limited City Code Enforcement
- Helped organize the Falls City Neighborhood Watch program.
- Worked with the Fire Department and Parks Committee to submit various grants for funding projects.
- Conducted an income survey on the 177 sewer system customers in order to qualify to apply for a CDBG grant to help fund a new wastewater system.

Again, this list is not meant to be exhaustive and does not include the many examples of day-to-day problem solving and services to citizens. On behalf of the City of Falls City, I want to express deep gratitude for Terry's service to our Community. We wish him a long and fruitful retirement and know that he will never stop working on the things he loves."

#### **H. Council Announcements**

Councilor Drill encouraged everyone to vote for the Fire Levy. She thanked Mr. Ungricht for his service.

#### **Sheriff's Report**

Sheriff Garton reported virtually no changes in law enforcement for Falls City. This fall the department will offering a program called "Citizen Academy" to educate them about the processes of the Sheriff's Department and give them a limited view of county government. It will be a tool to mitigate misconceptions, educate the public and reveal hardships the department faces. The department has been awarded four grants through Homeland Security for upgrades in several areas.

One grant will upgrade the radio system with Marion County. If Polk's system fails, Marion will cover and visa versa. Sheriff Garton added Falls City would benefit as well. There was a "Quazi" fire on Chamberlain. The resident set the fire and was caught in Dallas shortly after.

**I. Adjourn**

The meeting adjourned at 6:57 pm.

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

Attested:

  
\_\_\_\_\_ City Clerk, JoHanna Birr

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**AGENDA REPORT**

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**TO:** MAYOR AND CITY COUNCIL  
**FROM:** TERRY UNGRICH, CITY MANAGER  
**SUBJECT:** RESOLUTION 09-2018 BACKFLOW SERVICE CONTRACT  
**DATE:** 05/08/2018

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**SUMMARY**

Annual backflow testing is required by OAR 333.061.0070.

**BACKGROUND**

A Request for Quotes was forwarded to four Backflow testing Companies, three submitted proposals. Contracting for this service allows for the residents of Falls City to take advantage of bulk rate pricing. This also streamlines the tracking of backflow tests for city staff.

Staff was able to negotiate a service agreement with the low bidder, West Coast Cross Connection. Resolution 09-2018 adopts the agreement, attachment A of the resolution, and allows the Mayor to sign the agreement.

**PREVIOUS COUNCIL ACTION**

Adopted Resolution 2013-21 a backflow contract with Richard P Evens, LLC.

**ALTERNATIVES/FINANCIAL IMPLICATIONS**

Raises the testing fees \$2.50 per test, first increase since 2013.

**STAFF RECOMMENDATION**

Adopt Resolution

**EXHIBIT**

Resolution 09-2018

**PROPOSED MOTION**

I move that the City Council of the City of Falls City adopt Resolution 09-2018, A  
**RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF FALLS CITY  
AND WEST COAST CROSS CONNECTION TO PROVIDE TESTING SERVICES AND  
MINOR REPAIRS TO BACKFLOW ASSEMBLIES IN THE FALLS CITY MUNICIPAL  
WATER SYSTEM AND AUTHORIZES THE MAYOR TO SIGN**

**RESOLUTION 09-2018**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF FALLS CITY AND WEST COAST CROSS CONNECTION TO PROVIDE TESTING SERVICES AND MINOR REPAIRS TO BACKFLOW ASSEMBLIES IN THE FALLS CITY MUNICIPAL WATER SYSTEM AND AUTHORIZES THE MAYOR TO SIGN**

**Findings:**

1. The City of Falls City is required to have backflow devices tested annually under Oregon Administrative Rules Chapter 333 Division 61.
2. The City of Falls City finds that it is in the best interest of the city to contract for backflow testing services in order to leverage bulk and competitive pricing on behalf of the residents of Falls City.

**NOW THEREFORE,**

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

**Section 1.** That making efficient use of resources is important to Falls City.

**Section 2.** That Falls City Council approves the Service Contract, Attachment A, for Backflow testing services with West Coast Cross Connection AND GIVES AUTHORITY TO THE Mayor to sign the Service Contract.

**Section 3.** This Resolution was duly PASSED and ADOPTED by the Falls City Council this 10<sup>th</sup> day of May, 2018 and takes effect upon signing.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSTAINED \_\_\_\_\_ ABSENT \_\_\_\_\_

Approved:

\_\_\_\_\_  
Date

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

Attest:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terry Ungricht, City Manager

## CITY OF FALLS CITY SERVICES CONTRACT

BASED UPON the proposal submitted in response to the Request for Written Quotes for Backflow Testing Services, as issued and administered by the City of Falls City (City), City and West Coast Cross Connection (Contractor) hereby enter into a contract for the services.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

- (1) Exhibit A – Request for Written Quotes and Scope of Work
- (2) Exhibit B – Contractor Proposal
- (3) Exhibit C – Oregon Public Contracting Requirements for Goods and Service Contracts

1. Term. The term of this Contract shall extend from its execution to June 30, 2019, unless extended for additional annual periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement. In no event shall the term of this contract extend beyond June 30, 2023.

2. Scope of Work. Contractor shall provide all materials, equipment, installation and maintenance services, as specified in the attached Exhibits A and B (Work).

3. Compensation.

3.1 Equipment Payment. Contractor shall complete the Work as defined above and in the attached exhibits as set forth in this Section. Payments under this contract shall not exceed a total fee of \$15,000 per twelve month period.

3.2 Invoices. Payments shall be based upon Contractor's invoices submitted to City, detailing the previous month's fees and costs. The maximum compensation for a backflow test per assembly shall be \$22.50 and the maximum compensation for a backflow re-test per assembly shall be \$22.50 (not including parts or minor repairs). If needed to perform backflow test and at discretion of the Contractor, Contractor will replace test cock handles if found inoperable at a cost of \$15.00 each. Contractor will need to submit a separate invoice on repair work for the City to bill customer.

3.3 Service Payments.

a. City will review Contractor's invoice and within ten (10) business days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Work. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date.

b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of one percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. Contractor will be responsible for obtaining all permits related to the Work.

5. Termination for Convenience.

This Contract may be terminated by mutual consent of the parties upon written notice. The parties may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Work completed and accepted before termination less previous amounts paid and any claims City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

6.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

6.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured

the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:
  - 8.1 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
  - 8.2 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.
9. Standard of Care. Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the equipment and services City is purchasing.
10. Change Orders. Contractor and City reserve the right to order changes to the equipment and services to be provided herein. Contractor and City shall determine a fair and equitable cost. All such changes shall be ordered and agreed to in writing by both parties.
11. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
12. Security and Substance Abuse Testing. Contractor agrees that each of its employees and subcontractor's employees involved in this Work may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
13. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or

certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

City of Falls City  
299 Mill Street  
Falls City, OR 97344  
Phone: 503-787-3631  
Fax: 503-787-3023

CONTRACTOR:

West Coast Cross Connection  
1980 Pioneer Road  
Dallas, OR 97338  
Phone:503-871-9450  
Email: Scott@westcoastcrossconnection.com

14. Warranty. Contractor warrants that all materials, equipment, and services provided under this Agreement shall be fit for the purposes intended, that proper instructions and warnings shall be supplied, and that the Work shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.
15. Insurance. Contractor shall maintain the following limits of insurance with a carriers rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$2,000,000 minimum.  
Each Occurrence: \$1,000,000 minimum.

Automobile Liability Insurance:

Each occurrence: \$500,000 minimum.

Contractor shall provide the City with a copy of a current Certificate of Insurance with the coverages listed above.

16. Indemnity. To the extent permitted by law, Contractor shall defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, arising out of the Work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.
17. Independent Contractors. It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be

deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.

18. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
19. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.
20. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Polk County Circuit Court, Polk County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
21. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.
22. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Polk County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645, 36.310. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
23. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City

to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

- 24. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission or other electronic means shall be binding as original signatures.
- 25. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Work. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
- 26. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:

CONTRACTOR:

CITY OF FALLS CITY

West Coast Cross Connection

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A  
Request for Written Quotes

**RFQ for Backflow Testing**

The City of Falls City is requesting quotes from individuals with municipal water operation experience to provide backflow assembly testing on behalf of the City's water clients. The City has approximately 450 residential and commercial water customers whose backflow devices need to be evaluated annually or upon request. Those interested in providing this backflow monitoring service should provide the City a quote for services on a per assembly basis. The independent contractor must be licensed through the Oregon Construction Contractor's board or the Landscape Contractor's board.

As part of the bid construction, the contractor shall provide the City copies of their backflow assembly tester's certifications as well as documentation their test gauges have been calibrated in compliance with OSHD administrative rules within the last 12 months. Additionally, they will need to provide references attesting to quality of workmanship and able to indemnify the City for work performed. For more information contact Terry Ungricht at 503-787-3631 or by email at [manager@fallscityoregon.gov](mailto:manager@fallscityoregon.gov) Bids shall be submitted to Terry Ungricht at Falls City, City Hall 299 Mill Street, Falls City, Oregon 97344 or by above email.. Bids will be accepted until 5:00 P.M. March 30, 2018.

## Scope of Work

1. Contractor shall perform the following work:
  - a. Perform Backflow Assembly Tests and Re-Tests.
    - i. Contractor will perform annual test of backflow assemblies connected to privately owned residential system for those water customers connected to City of Falls City water system.
    - ii. Contractor must possess any and all licenses and/ or certifications necessary to perform backflow tests.
    - iii. A list of customers and assembly addresses will be provided to the Contractor by the City which may only be used for the purpose of providing services in this contract.
  - b. Submit complete test reports acceptable to City staff. The reporting format must be approved by the City before submitting the report.
  - c. Maintain assembly cross reference list that details any assemblies that meet the criteria for testing that are not included in the City database. Such assemblies will be added to the database and on the scheduled testing list and tested at the per assembly bid price. It will be necessary to maintain a list of backflow assemblies to ensure they are eligible for testing and payment under the terms of this contract.
  - d. Backflow assembly repair.
    - i. Contractor will notify City of assemblies in need of repair or that fail the initial test.
    - ii. Repairs will be the responsibility of the customer and if made by the Contractor will be billed directly to the customer by Contractor.
    - iii. Each assembly must be re-tested after repairs have been completed. Retested assemblies will be paid on a per assembly basis
2. Testing time schedule. The testing of the backflow assemblies must be timed to coincide with the City testing schedule to take advantage of weather conditions and when the largest numbers of services are active and before services are winterized.
3. A significant number of backflow assemblies are located on private property and not in the City right-of-way. Contractor shall make an effort to contact the resident of the property prior to entering the property to perform the test. Contractor must clearly identify himself/herself and will be expected to perform the work in a professional manner.
4. Contractor is responsible for providing all materials or services necessary to perform the work.

## Exhibit B Contractor Proposal

Scott Ruyle, Owner/Tester | 503-871-9450 | scott@westcoastcrossconnection.com

**WEST COAST CROSS CONNECTION**

**PROPOSAL FOR**

**TESTING BACKFLOW ASSEMBLIES**

**CITY OF FALLS CITY**

**Scope:** Test approximately 450 backflow assemblies and submit test reports to City of Falls City.

**Program assumptions:** Testing will take place year round to meet stated deadline. West Coast Cross Connection reserves the right to complete work as an independent agent as seen fit within deadline and official requirements.

### **PART 1: TESTING**

**Work to be performed:** Locating backflow box per identified address/location, removing excess dirt and debris from each box, removing overgrown vegetation within reason, and notifying City of Falls City of any backflow assemblies in need of replacement if unable to be tested. Any work determined to exceed a reasonable time-frame to complete will be billed at hourly rate or City of Falls City staff may perform work. Examples of tasks within scope of work included with a backflow assembly test would be pruning a few branches or handpumping water from box. Examples of tasks outside of scope and not included in a backflow assembly test (and billed at an hourly rate if performed) would be excessive pruning or use of generator and electric pump.

**Assumptions:** City of Falls City will provide a list of addresses and available program notes that would be helpful in efficiently locating backflow assemblies.

**COST:** \$22.50 flat fee per test

**TOTAL PER YEAR:** \$10,125 (total is equal to number of actual tests multiplied by the flat fee per test. Estimate shown here is for 450 tests)

### **PART 2: REPAIR AND LABOR**

**Work to be performed:** Industry-standard repairs that allow backflow assembly to remain in service and avoid unit replacement and excess labor required to test backflow assemblies.

**Assumptions:** Standard and minor repairs will be made at the time of the backflow assembly test with standard and industry appropriate tools and materials. Major repairs requiring specialized parts or labor will be submitted to City of Falls City for further consideration. West Coast Cross Connection will not replace units. Recommendation for replacement will be made if repairs are likely to exceed cost of installation of new unit.

**COST:** \$60.00 per hour for repair or labor, billed in 15 minute increments, parts billed at cost acquired.

Exhibit C

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS  
FOR THE PURCHASE OF GOODS AND SERVICES

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).

(5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).

(7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

(8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).

(9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

(10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.

(11) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS Chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.

(12) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.

(13) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HB Insurance 4742 Liberty Rd S # 128 Salem OR 97302-5037	CONTACT NAME:		
	PHONE (A/C, No, Ext): 503-363-5450	FAX (A/C, No): 503-585-6260	
E-MAIL ADDRESS: teresa@hbibinc.com			
INSURED Scott Ruyle Ruyle Building & Finish 1980 Pioneer Rd Dallas OR 97338	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Contractors Bonding & Insurance Co		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

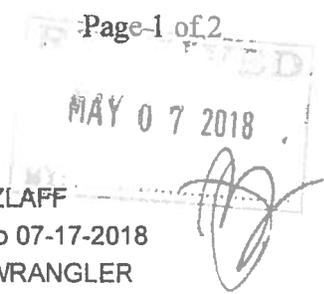
COVERAGES CERTIFICATE NUMBER: 20180507173447279 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	D11PI7241	09/20/2017	09/20/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 500
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Residential Bond	N	N	PI7241	09/20/2017	09/20/2018	Contractors License Bond \$20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Operations of the named insured, subject to all policy terms, conditions and exclusions.

CERTIFICATE HOLDER City of Falls City 299 Mill Street Falls City OR 97344	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



Customer name: SHANNA RUYLE  
 SCOTT E RUYLE  
 Address: 1980 PIONEER RD  
 DALLAS,OR  
 97338-9683  
 Policy: 355 1510-A17-37  
 Status: PAID ON SFPP

Company: SF Mutual  
 Servicing Agent: MITCH RATZLAFF  
 Eff date: 01-17-2018 to 07-17-2018  
 Description: 2017 JEEP WRANGLER  
 SPORT WG  
 VIN: 1C4BJWDGXHL528204  
 SFPP #: 1271592215

## Coverage Details

The premium amounts shown reflect a six-month policy term.

Code	Description	Amount
A	P2 Combined Premium	284.41
	A Liability Coverage	
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$250,000 \$500,000	
	Property Damage Limit	
	Each Accident	
	\$250,000	
	P2 Personal Injury Protection Coverage	
	(See Policy Schedule for Limits.)	
D	Comprehensive Coverage - \$100 Deductible	50.86
G	Collision Coverage - \$500 Deductible	108.79
H	Emergency Road Service Coverage	5.30
R1	Car Rental and Travel Expenses Coverage	9.59
	Limit - Car Rental Expense	
	Each Day, Each Loss	

\$25 \$600

U1	Uninsured Motor Vehicle Coverage	46.10
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Bodily Injury Limits

Each Person, Each Accident

\$250,000 \$500,000

Property Damage Limit

Each Accident

\$20,000

Total:505.05

## Vehicle Details

Year: 2017

Make: JEEP

Model: WRANGLER

Body Style: SPORT WG

VIN: 1C4BJWDGXHL528204

MSRP base: 0.00

MSRP additional equip: 0.00

## Odometer Information

Odometer reading: 99

Odometer date: 01-2017

## Vehicle Usage

Annual miles: 10,000

Use of vehicle: PLSR/WK/SCH

The information on this document is presented for general informational purposes only and is not intended to serve as a declaration page or policy. State Farm Mutual Automobile Insurance Company, Bloomington, Illinois

Exhibit  
B



City of Falls City  
299 Mill Street  
Falls City, OR 97344  
Phone (503) 787-3631  
Fax (503) 787-3023

August 1, 2017

Polk County Community Development Department  
Attn: Mark Burrows  
850 Main Street  
Dallas, OR 97338  
Fax (503) 623-6009

RE: Planning & Zoning Review of a Falls City building permit for single-family residential structure on property addressed as 301 Alan Street, Falls City, Polk County Assessor's Map and Tax Lot numbers: 8S-6W-16CD, TL 900.

Dear Mark:

City staff and the City's land use consultant reviewed the building permit application referenced above and found the proposed single-family residential structure (proposed as 720 square feet in size and located as indicated on the site plan) **cannot be approved** at this time. While the structure does conform with the Falls City Zoning and Development Ordinance (FCZDO), a property line adjustment to consolidate Lots of Record 9, 10 and 11 of Tax Lot 900, Map 08S6W16CD will be required to locate the structure as specified in the application.

The property is a corner lot that is zoned Residential (R) on the Falls City Zoning Map. Single family dwellings are permitted by FCZDO 2.101.03 in the R Zone.

**Property Line:**

A lot line adjustment to consolidate/relocate common property lines between legal lots of record 9, 10 and 11 of Tax Lot 900 of Map 8S6W16CD into one new lot of record measuring approx. 15,000 square feet (approx. 150 x 100), or create two legal lots of record measuring at least 5,000 square feet each. Approval of the lot line adjustment will result in one new legal lot of record (consolidate lots 9, 10 and 11 of Map 8S6W16CD) and will remove the underlying "old" subdivision plat lines.

**Single Family Dwelling Development Standards:**

The site plan demonstrates that the proposed single-family dwelling will meet or exceed the following development setbacks and building height requirements in FCZDO 2.101.06.B.

2.101.06.B Minimum Structure Setbacks measured from property lines:

City of Falls City  
Building Permit  
Application

File # BP 17-02  
Date Rec'd: 7/27/2017  
Fee Paid: \$ 400.00  
Receipt No.: \_\_\_\_\_  
Rec'd By: DTP

Applicant(s) ROBERT D. COLVER, SR Telephone: 503-833-2120

Address: P.O. Box 303, DALLAS, OR. 97338

Owner(s): SAME Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Engineer/Surveyor: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

TYPE OF APPLICATION

BUILDINGS:  Construct \_\_\_\_\_ Remodel \_\_\_\_\_ Other \_\_\_\_\_  
 MANUFACTURED HOME: \_\_\_\_\_ Install \_\_\_\_\_ Other \_\_\_\_\_

Brief description of project: BUILD A NEW 720 SF NEW HOME

BACKGROUND INFORMATION

Map Page and Tax Lot No.: 08616-CD-00900 Zone: RESIDENTIAL

Site Address: 301 ALAN STREET

Legal Description: REAL PROPERTY IN THE COUNTY OF POLK, STATE OF OREGON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 162.0 FEET WEST FROM NORTHEAST CORNER OF LOTS BLOCK LETTERED "A", EAST VIEW ADDITION TO THE FALL CITY, IN POLK COUNTY, OR, AND RUNNING THENCE SOUTH TO THE NORTH BOUNDARY LINE OF ALAN STREET, THENCE IN AN EASTERLY DIRECTION ALONG SAID BOUNDARY LINE TO THE NORTH WEST CORNER OF ALAN AND WOOD STREETS IN SAID CITY, THENCE IN A NORTHERLY DIRECTION ALONG THE WEST BOUNDARY LINE OF SAID WOOD STREET TO THE NORTHEAST CORNER OF SAID LOTS, THENCE WEST ALONG THE NORTH BOUNDARY LINE OF SAID LOT B EXTENDED TO THE PLACE OF BEGINNING.

Proposed Use: NEW HOME SITE

Previous Land Use Approvals: RESIDENTIAL DWELLING

Topography: SLIGHT SLOPE TO EAST

Acreage of Site: 14,550 Sq.Ft.

Natural Features/Hazards of the Subject Site: VACANT LAND WITH BLACK BERRIES & GRAPES

Public Utility Providers (gas, electric, water, sewer, telephone): PACIFIC POWER, CITY OF FALLS CITY  
TO THE SITE NONE HOOKED UP AT THIS TIME  
EXISTING SEPTIC

*Power will be connected w/ Building Permits*

The applicant will be required to pay the amount set by the ordinance. When a final decision is rendered by either staff or City Council the city will send a final invoice to the applicant. Building permits will not be issued until the fees are paid in full to the city.

I certify that I have read, understand, and agree to the charges outlined above:

*Bob KC*  
Owner(s) Signature

*7/25/2017*  
Date

\_\_\_\_\_  
Owner(s) Signature

\_\_\_\_\_  
Date



Please note your permit expires if work hasn't started within 180 days from the date of issue by the Polk County Building Department. Once you have begun work, your permit expires if work is suspended or abandoned for 180 days or more.

If you can't work within a 180-day period and don't wish to abandon the project, you may submit a written request to extend your permit for an additional 180-day period.



**SITE PLAN MUST SHOW ALL PROPERTY LINES AND DIMENSIONS**

Drawn to Scale: 1 square = \_\_\_\_\_ Feet Not Drawn to Scale: Total Acres \_\_\_\_\_

SEE ATTACHED

I certify that the above information is accurate to the best of my knowledge. I AM THE  Owner or  Authorized Agent

NAME (please print): ROBERT D. COLLIER, SR Telephone # 503-833-2120

Applicant's Signature: [Signature] Date: 7/25/2017

Applicant's Mailing Address: P.O. Box 303 City: DAKAS Zip: 97378

FOR OFFICE USE ONLY

PLANNING: \_\_\_\_\_ Date: \_\_\_\_\_

PUBLIC WORKS: \_\_\_\_\_ Date: \_\_\_\_\_

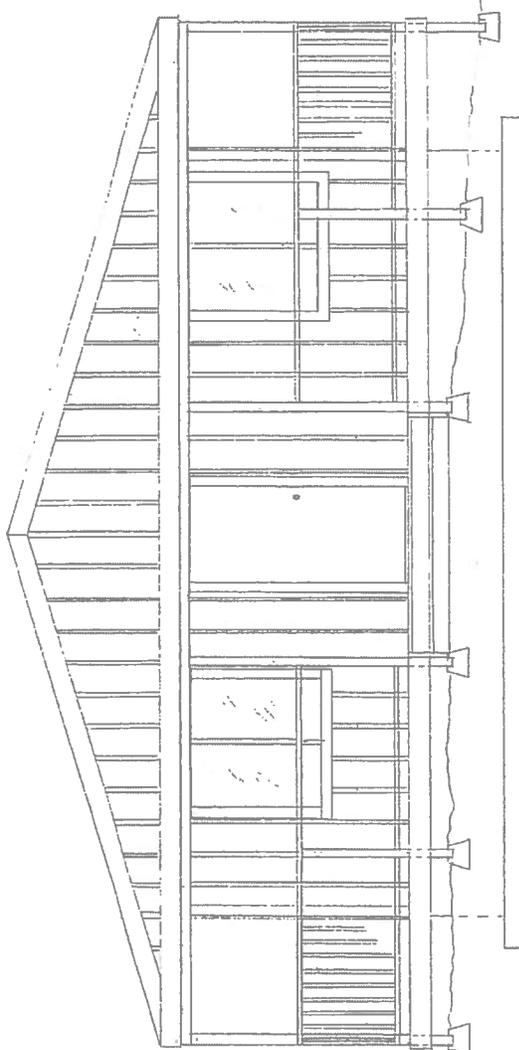


REV	BY

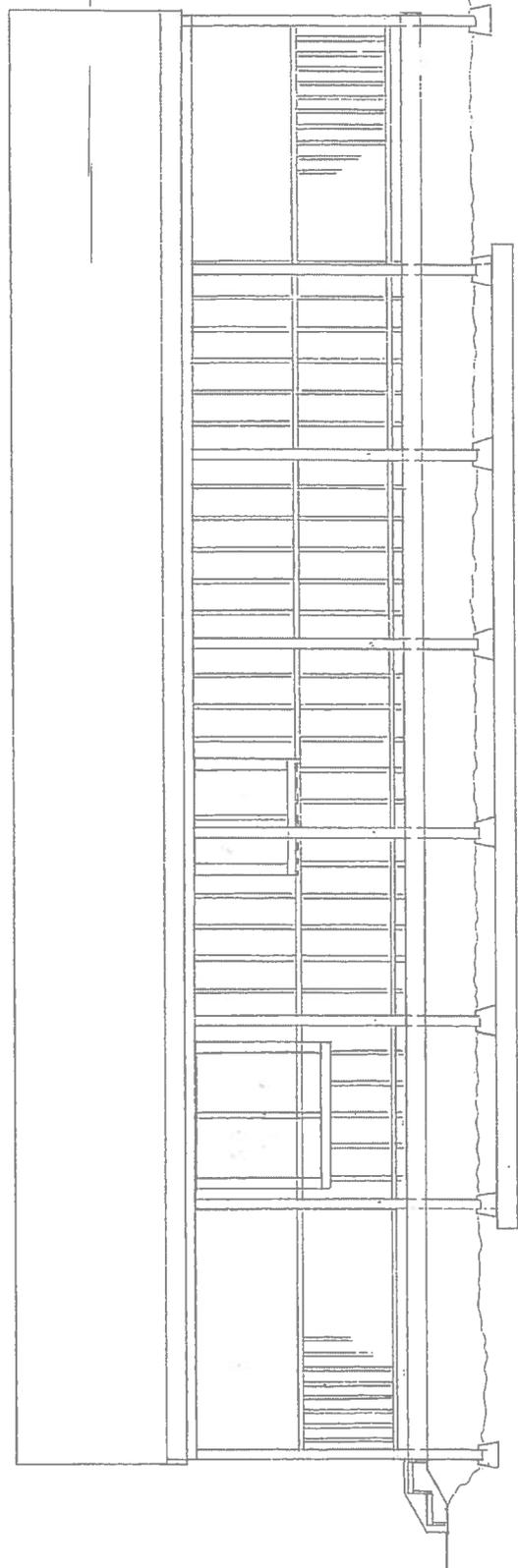
DESIGNER:  
 ROBERT D. COLLIER SR.  
 P.O. BOX 303  
 DALLAS, OR 97338  
 503-835-2120

PROPOSED HOME FOR:  
 ROBERT & SUE ANN COLLIER  
 301 ALAN STREET  
 FALL CITY, OREGON 97344

Date: 1/10/01  
 Scale: 3/8" = 1'-0"  
 Drawn: RDC  
 Job: 0001  
 Sheet: 4  
 of 4 Sheets



SOUTH ELEVATION



EAST ELEVATION

# Existing System Evaluation Report for Onsite Wastewater Systems



State of Oregon Department of Environmental Quality  
Onsite Program  
165 East Seventh Ave, Suite 100  
Eugene, OR 97401

Please answer the following questions completely. Do not leave any blank responses. Write unknown if unknown. Refer to Oregon Administrative Rule 340-071-0155 for more information, and please visit: <http://www.oregon.gov/deq/Residential/Pages/Septic-Smart.aspx>

## Septic System Owner-Provided Information:

Property Owner(s)(Sellers): Alice Jo Cryder & Bryce A. Tiechrow Telephone: (530)428-0298

Site Address: 301 Alan St. City: Falls City Zip Code: 97344

County: Polk Lot Size: 18,460 Sq Ft. Acres/Square Feet (circle units)

Legal Description: Township 8 south, Range 6 west, WM, Section 16, Tax lot 900

Age of wastewater treatment system 35 (years) Is there a service contract for system components? NO

Date the septic tank was last pumped 12/05/2007 (please attach receipt if available)

Number of people occupying dwelling 0 If unoccupied, for how long has it been vacant? 10 yrs

Was this section completed by the evaluator because owner or agent was unavailable? yes

The above information is true and to the best of my knowledge.

07/03/2017

Date (MM/DD/YYYY)

Signature of Owner, or agent if present

Name of person performing evaluation (please print): Mitchell Padilla

### Certification:

- |  |  |
|--|--|
| <input type="checkbox"/> Installer   | <input type="checkbox"/> Professional Engineer           |
| <input type="checkbox"/> Maintenance Provider                                      | <input type="checkbox"/> Environmental Health Specialist |
| <input checked="" type="checkbox"/> National Association of Wastewater Technicians | <input type="checkbox"/> Waste Water Specialist          |
| <input type="checkbox"/> Other: DEQ approved in writing (please describe) _____    |  |

Certification Number: NAWT # 12376ITC

Business name King's Pumping Service Email kingspumping@gmail.com

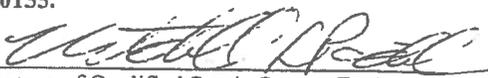
Business address PO Box 1037, Dallas, OR 97338 Phone (503)831-0104

Date of Evaluation: 07/03/2017 (MM/DD/YYYY)

I hereby certify, by my signature, that I meet all of the qualifications required to perform onsite wastewater system evaluations in the state of Oregon pursuant to OAR 340-071-0155.

07/03/2017

Date (MM/DD/YYYY)

  
Signature of Qualified Septic System Evaluator

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• The septic tank material is:

- Concrete
- Steel
- Plastic
- Fiberglass
- Other (explain) \_\_\_\_\_
- Unknown

• Is the septic tank accessible?  Yes  No

• Septic tank volume in gallons 1000

• Tank volume determined by: Check all that apply, add comments below as needed

- Permit Records  Measured  Stamped on Tank  Other

• Septic tank risers are at ground level  Yes  No

• Tank appears to be free from defects, leaking and signs of deterioration  Yes  No

If you answered "No," please describe the condition of the septic tank below. For example, evidence of gas corrosion, cracks, leaks, etc.

• Septic tank lid(s) is intact  Yes  No

• Septic tank baffles are intact: Inlet  Yes  No Outlet  Yes  No

• Baffle material - Inlet  Plastic  Concrete  Metal Outlet  Plastic  Concrete  Metal  
Effluent filter is present  Yes  No

• Effluent filter is free of debris  Yes  No  Not Applicable

• Liquid level in tank relative to invert of outlet  At  Above  Below

If above or below invert outlet, please explain: \_\_\_\_\_

• Scum layer 0 (inches) Sludge layer 1 (inches)

• Scum and Sludge layer more than 35% of the total tank volume  Yes  No

Indicate where sludge measured from:  Inlet  Middle  Outlet

• Additional Comments:

4. **Dosing tank / Pump Basin**

Dosing tanks use a pump to send effluent to a treatment unit or a soil absorption field.

• The septic system has a dosing tank  Yes  No

(If "No," skip the rest of section 4)

• At the time of this evaluation the power was on to test the pump(s):  Yes  No

- Locate all drain lines in soil absorption system  Yes  No  
Total length of drain lines 243 (ft)  
Lengths determined by  Physically uncovering portions of system/probing  Written records  
 Fish tape  Electronic locator  camera
- Absorption area appears to be free from roads, vehicular traffic, structures, livestock, deep-rooted plants etc.  
 Yes  No  
If you answered "No," please describe below:

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- Absorption area appears to be free from surface water runoff and down spouts  Yes  No
- Evidence of ponding in absorption area or distribution unit(s)  Yes  No
- The soil absorption system replacement area assigned in the permit record appears to be intact:  
 Yes  No  Replacement area not identified in permit record  
If you answered "No," please explain below:

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- Additional Comments:

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6. Sand Filter System

There are different sand filter system designs used in Oregon. Not every sand filter system will contain all of the components mentioned below, e.g. pumps. The owner of a sand filter system **permitted on or after January 2, 2014 must** maintain an annual service contract with a certified Maintenance Provider. Maintenance records should be available from the system owner, or the contracted Maintenance Provider. **Please attach copies of the previous two years of maintenance records to this evaluation form.**

- The septic system has a sand filter  Yes  No  
(If "No," skip the rest of section 6)
- Type of sand filter  
 Intermittent  
 Recirculating  
 Bottomless
- Sand filter container appears free from defects, leaks and signs of deterioration:  Yes  No

- Previous two years of maintenance records are available  Yes  No  
If you answered "No," please explain below:

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- Previous two years of maintenance records are attached to this form  Yes  No  
If you answered "No," please explain below:

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- Additional Comments:

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8. **Please attach a copy** of the following items to this form. Contact the DEQ, or the local Health Department to locate these items.

- The septic system permit(s) to this form, if available
- The as-built drawing(s) to this form, if available
- The Certificate of Satisfactory Completion to this form, if available
- Additional Comments:

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9. **Provide a Site Plan**

- Please provide a sketch of the complete system (show only system components that were evaluated) on page 8 of this form, if a copy of the original "as-built" drawing is *not* available.
- Please provide a sketch of the complete system on page 8 of this form if the original "as-built" drawing is *not* accurate or representative of the existing system.
- If the original "as-built" drawing is available for copy, and the original appears to be accurate and representative of the existing system, write "see attached as-built" on page 8 of this form, redrawing the system is unnecessary.
- Additional Comments:

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10. **Disclaimer:**

This evaluation report describes the septic system as it exists on the date of evaluation and to the extent that components and operation of the system are reasonably observable. DEQ recognizes that this evaluation report does not provide assurance or any warranty that the system will operate properly in the future.

11. I hereby certify, by my signature, that the above information and the plot plan on the next page of this form are accurate and true to the best of my knowledge.

07/03/2017

Date



Signature of Qualified Septic System Evaluator

# Polk Co. Septic Installation Permit

This permit expires one year after date issued.  
 Permit \$50 - Repair \$15 Permit No. 27-2102  
 Non Refundable (NON-TRANSFERABLE) Number of Acres \_\_\_\_\_

1 Date of Application 8-27-82  
 Date Permit Issued 9-2-82  
 Permit Issued To: Chester Slater  
 Permit Use: 300 GPD SEWAGE FLOW T 8 R 6 Sec. 16CD Tax Lot 900  
 L. \_\_\_\_\_ Blk. \_\_\_\_\_ Addn. \_\_\_\_\_  
 Property Address 653 Wood St., Falls City  
 Septic Tank: Minimum liquid capacity with distribution box EXISTING Gals.

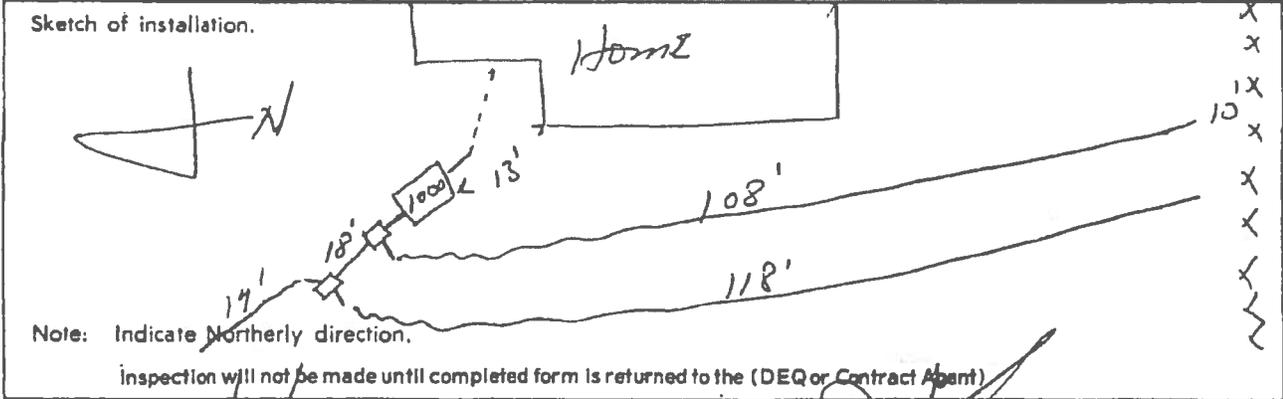
Subsurface Disposal Field required YES Lin ft. 250 depth of trench 24" sq. ft. 500  
 To be installed according to the state code. System to be inspected and approved by sanitarian before covering and before dwelling occupied. Install system in area shown on plot plan.  
 Other Requirements:

Signature: Chester H. Slater Issued by: Gene Claman Sanitarian

## RECORD OF INDIVIDUAL SEWAGE DISPOSAL SYSTEM

### 2 TO BE COMPLETED BY INSTALLER

INSTALLERS NAME King Phone No. \_\_\_\_\_ Address \_\_\_\_\_  
 Total number: Living units \_\_\_\_\_ Bedrooms \_\_\_\_\_ Baths \_\_\_\_\_ Basement: Yes  No   
 Water supply: Public system  Individual well \_\_\_\_\_ Community system \_\_\_\_\_  
 Septic tank: Distance from well \_\_\_\_\_ feet. Material \_\_\_\_\_ No. of compartments \_\_\_\_\_  
 Total liquid capacity 1000 gal. Inside length \_\_\_\_\_ ft. inside width \_\_\_\_\_ ft.  
 Diameter \_\_\_\_\_ ft. Liquid depth \_\_\_\_\_ ft.  
 Tile disposal field: Distribution box? Yes  No  Other \_\_\_\_\_  
 Length of each line 108 118 17 ft. Distance from: \_\_\_\_\_ ft.  
 Total length of all lines 243 ft. Well \_\_\_\_\_ ft.  
 Depth of trench \_\_\_\_\_ ft. Nearest \_\_\_\_\_ ft.  
 Total square footage \_\_\_\_\_ ft. Lot line: Front  Side  Rear  ft. \_\_\_\_\_  
 Foundation \_\_\_\_\_ ft.  
 Type of filter material: Gravel: \_\_\_\_\_ Other: \_\_\_\_\_ Depth beneath tile \_\_\_\_\_ inches.  
 Depth of filter material over tile \_\_\_\_\_ inches. Depth of tile below original ground surface \_\_\_\_\_ inches.



DATE 10/1/82 Signature of Installer King  
 (for DEQ or Agent use only)

3 System apparently will  will not  function satisfactorily, and is therefore approved  Disapproved   
 Remarks \_\_\_\_\_

Date 9-30-82  
 Copies: (1) Orig. Files  
Gene Claman  
 (SANITARIAN)

STATE OF OREGON  
DEPARTMENT OF ENVIRONMENTAL QUALITY

CERTIFICATE OF SATISFACTORY COMPLETION

SUBSURFACE SEWAGE SYSTEM

OWNER Chester Slater PERMIT No. 27-2102  
LOCATION 653 Wood St., Falls City, Oregon 8 5 16CD 900

In accordance with the Oregon Administrative Rules Chapter 340, Section 71-017, this certificate is issued as evidence of satisfactory completion of a subsurface sewage disposal system at the above location.

Jane Claver  
Sanitarian

POLK County

9-30-82  
Date

Interim Form #4

**POLK County Assessor's Summary Report**  
**Real Property Assessment Report**  
 FOR ASSESSMENT YEAR 2017  
**NOT OFFICIAL VALUE**

July 27, 2017 4:57:07 pm

<b>Account #</b> 293325 <b>Map #</b> 08616-CD-00900 <b>Code - Tax #</b> 5701-293325  <b>Legal Descr</b> See Record  <b>Mailing Name</b> COLLVER ROBERT D SR <b>Agent</b> <b>In Care Of</b> <b>Mailing Address</b> PO BOX 303 DALLAS, OR 97338  <b>Prop Class</b> 100 MA SA NH Unit <b>RMV Class</b> 100 06 13 '000 16915-2	<b>Tax Status</b> ASSESSABLE <b>Acct Status</b> ACTIVE <b>Subtype</b> NORMAL  <b>Deed Reference #</b> 2017-8434 <b>Sales Date/Price</b> 07-17-2017 / \$32,000.00 <b>Appraiser</b> MOSKAL, JAY
---	---

<b>Situs Address(s)</b>	<b>Situs City</b>
ID# 301 ALAN ST	FALLS CITY

Code Area	Value Summary				CPR %
	AV	RMV	MAV	RMV Exception	
5701 Land		20,400		Land	0
Impr.		0		Impr.	0
<b>Code Area Total</b>	18,460	20,400	18,460		0
<b>Grand Total</b>	18,460	20,400	18,460		0

Code Area	ID#	RFD	Ex	Plan Zone	Value Source	Land Breakdown			Trended RMV	
						TD%	LS	Size		
5701	1	R		R	Residential Site	100	S	14,550.00	*	20,400
<b>Grand Total</b>								14,550.00		20,400

Code Area	ID#	Yr Bult	Stat Class	Description	Improvement Breakdown			Trended RMV
					TD%	Total Sq. Ft.	Ex% MS Acct #	
<b>Grand Total</b>								0