



## PUBLIC NOTICE City Council Meeting

A special meeting of the City Council of Falls City, OR will be held as follows:

**Posted:** 2/28/20- Frink's, City Hall, Community Center, Website

**Meeting Date:** Monday, March 2, 2020

**Time:** 6:00 pm; (Agenda Times Estimated)

**Location:** Falls City Community Center

**Address:** 320 N Main Street, Falls City, Oregon 97344

### AGENDA

1. **5:55 CITY COUNCILOR PHOTOGRAPH RETAKE (OPTIONAL)**
2. **6:00 CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE**  
Jeremy Gordon, Mayor \_\_\_ Dennis Sickles \_\_\_ Lori Jean Sickles \_\_\_  
Jennifer Drill \_\_\_ Tony Meier \_\_\_ Cliff Lauder \_\_\_ TJ Bailey \_\_\_
3. **MOTION TO ADOPT THE ENTIRE AGENDA**
4. **CONSENT AGENDA**
  - a. Approval of the 01/27/2020 Council Meeting Minutes ----- pg. 1-11
5. **NEW BUSINESS**
  - a. Ordinance 558-2020 Pacific Power Franchise Extension -----pg. 12-21  
*\*Available to the public at city hall, in writing, on February 21, 2020*
  - b. Parry Rd. Main Contract-----pg. 22-25
6. **WORK SESSION**
  - a. Presentation- Economic Development – William Sullivan, Community Development Coordinator
  - b. Discussion – Community Development & Priorities – Mac Corthell, City Manager
  - c. Discussion – Backflows - Mac Corthell, City Manager  
Falls City Municipal Code Chapter 52 ----- pg. 26-32
  - d. Work Session Scheduling
7. **ADJOURN**

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

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**City of Falls City**  
**City Council Regular Meeting Minutes**  
**January 27, 2020 5:00 PM**  
**Meeting Location: 320 N Main Street, Falls City, Oregon 97344**

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**Council Present:** Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles, T.J. Bailey

**Staff Present:** Mac Corthell, City Manager; William Sullivan, Community Development & Outreach Coordinator; Jamie Ward, City Clerk

**Others in Attendance:** Sue Dicile, Facilitator.

**1. Call to Order**

Mayor Gordon called the meeting to order at 5:03 pm.

**2. Roll Call**

Clerk Ward took roll call.

**3. Pledge of Allegiance**

Mayor Gordon led the pledge.

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

A motion was made by Councilor T. Meier and seconded by Councilor L. Sickles to adopt the entire agenda with changes the addition of swearing in new Councilor T. J. Bailey. Motion carried 5-0-0-0. Ayes: Lori Jean Sickles, Jennifer Drill Tony Meier, Cliff Lauder, Dennis Sickles

City Manager Corthell swore in Councilor T.J. Bailey

**5. Consent Agenda**

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

**6. 2020 Goals Setting**

- a. Mayor Gordon wanted to thank everyone for their continued service and dedication to the City. He said he is excited to observe all the progress being done that community members have stated they would like to see.
- b. Ms. Dicile wanted to thank everyone for welcoming her; she wanted to show everyone a sticky note on the agenda (See exhibit A) and point out that there is a noted time for each agenda item next to the agenda item. She wanted to clarify that it was set there to keep things moving along smoothly. Ms. Dicile went over the themes from pre-session interviews (see exhibit B).
- c. City Manager Corthell went over the existing goals that Council and Staff are working on over the past year. Some strong points are addressing the backflow situation and giving a presentation on low cost solutions. Helping community members understand City Government and holding three (3) town hall meetings for that. Creating an Events procedure policy and welcoming a two new City Sanctioned Events Let Freedom Ring and

Pride. The hiring of RARE participant William Sullivan and all the work he has been doing. Sullivan has been working with the Visioning Committee on downtown beautification, the pathway project, and the development of our new website. Corthell went on to talk about the implementation of the Falls City Internship program, the partnership with Western Oregon University for social media help, Community Vision Road Map and the Falls City Schools Historic App that students are developing. Corthell brought up that the Fire Department is now up to code in a lot of areas, that he and bob are holding regular Friday meetings for the first time.

- d. Mission statement remains the same:  
*Create an environment that supports community rural living at its best by mixing family, work, recreation and social opportunities while providing fiscally sound, responsible municipal services.*
- e. Purpose- To Enhance The Quality Of Life In Falls City
- f. Goals Identified and milestone timeframe
  - i. Water, sewer and waste water infrastructure goals were set in terms of priorities to support the 2017 Water Master Plan. Some key ideas in moving the wastewater lagoon construction forward include setting milestones for each project in a specific timeline. Council agreed that between the months of
    - February to June 2020-Council will focus on getting the Environmental and Engineering Study completed and determining some Financing options for the project via projects with Council Work Sessions and the One Stop Shop Meeting.
    - July to December 2020-Council will focus on providing information to Citizens by holding Town Hall meetings, keeping information flowing freely on social media sites and keeping our website up to date with current wastewater lagoon project information. Council also would like to see all the grants being applied for in this period.
    - January to June 2020-Council would like to see the Land fully acquired.
    - July to December 2020- Council would like to begin construction.
    - 2021 and Future years- Council will focus on getting Facilities Plan amendment done and adopted.

It was also stated by Mayor Gordon that the need for affordable and/or low income housing options should be a key factor in Community Development. After Council discussion Council agreed that the need for the City's sewer system being upgraded took precedence over housing initiatives due to the fact that without the system being updated we could not really welcome or service more addresses.

- ii. Economic Development Goals were second on the list for Council. Those goals include Code Services, Falls City Beautification, and Destination Development. City Council acknowledged the fact that Code Services is not something the City

can afford to support on its own and would like to see recommendations on what other similar sized communities did for funding. Council also agreed that one solution to resolving the code services situation could be looking inside the City for volunteers or building community groups to help support the City. Councilors all agreed this could be a helpful solution. Councilors talked about making Falls City a Destination City, they have heard people throughout the City refer to it as such and would like to continue on making that happen by making Falls City a gateway to nature and outdoor recreation, creating more community events and supporting local business in their growth.

- iii. Recruitment of a new City Manager and establishment of policies and practices that will support continuity of governance during management turnover, and practices that will support retention once a new manager is in place was the third goal (3) L. Sickles addressed her opposition with Corthell giving his notice and would like to continue discussion on what it would take to get him to stay. Mayor Gordon readdressed the fact that sometimes the lines between City Council and the authority over City Staff can get blurred making it tough for the City Administrator to do their job functionally. Council would like to see someone that will stay for a long time.
- iv. Council Development and Continued Education is the fourth goal set by council. Council agreed that training on best practices for the City Council is priority, as a means of establishing a shared sense of best practices and as a step toward building greater rapport and trust. The comment was made that some feel like there is a lack of unity amongst Council, and would like to have it feel more accepting and trusting. Council agreed that they would attend extra meetings and trainings to help resolve these problems.

City Council decided to hold their first Goals Work Session on Monday March 02, 2020 at 6:00PM

- g. Other Issues of Strategic Importance for 2020 include
  - i. Broadened planning to include a comprehensive citywide capital improvement plan, with strategies that acknowledge and address the lack of financial resources for critical infrastructure
  - ii. Parks development
  - iii. Road maintenance and repair
  - iv. Strategies for housing all economic levels, beginning with exploration of Polk County block grants for housing

## 7. Adjourn

The meeting adjourned at 7:54 pm. No Motion was made

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

Attested: \_\_\_\_\_ City Clerk, Jamie Ward

# AGENDA

## Falls City Council 2020 Goal Setting Session January 27, 2020

- 5:05 Session Opening and Working Dinner**
- *Mayor's opening remarks.*
  - *Facilitator's overview of the agenda and themes from pre-session interviews.*
  - *City Manager's review of the status of existing goals.*
- 4:45 Longer-Term Context for Goal-Setting**
- *Revisit findings from Community Visioning.*
  - *Consider goals and mandates in city master plans and other guiding documents.*
  - *Renew Council aspirations for Falls City*
- 5:30 2020 Council Goal-Setting**
- *Evaluate relevant existing goals that will be brought forward into 2020 - 2021*
  - *Assess capacity in light of work-in-progress.*
  - *Establish milestones for goals that are already in motion.*
  - *Propose 2020 - 2021 Council goals and evaluate in light of capacity, importance and urgency.*
  - *Establish anticipated milestones.*
- 7:00 Climate & Culture on Council**
- *Thoughts about the "10 Habits of Effective Councils" article: What take-aways are most relevant to this Council in general, and to the issues raised regarding Council dynamics in the pre-session interviews?*
  - *What "working agreements" could be established to move the culture and climate on Council further into the positive?*
- 7:50 Reflections on the discussion**
- 8:00 Session Closing**

### The six virtues

1. Focus
2. Frankness
3. Fairness
4. Courtesy
5. Brevity
6. Equity

(A 10-minute break will occur mid-session)



**Falls City Oregon**  
**City Council Goal-Setting Session**  
**January 27, 2020**

**Summary of Themes from Pre-Session Interviews**

The following is a summary of interviews conducted in January 2020 with members of the City Council of Falls City in preparation for the City Council 2020 Goal-Setting Session. The purpose of the interviews is to create a pertinent agenda and focus for discussion in order to make the best and most efficient use of time. The interviews were conducted by the session facilitator in the two weeks prior to the Goal-Setting session. All members of City Council took part in the interviews.

This summary outlines themes – topics brought up multiple times in the interviews. In the interest of both brevity and confidentiality, issues mentioned only once in response to an interview question are not included in the summary.

**•KEY**

- Topics signified with an arrow were among the most frequently-cited responses to that interview question.
- Topics signified with a dot were cited multiple times but were not among the most frequently-cited responses.
- Phrases in *italic* indicate verbatim statements that are representative of other comments within the theme.
- Note that there are more responses than Council members, as individual Council members gave more than one response to each interview question.

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# Themes from 2020 Pre-GoalSetting Interviews with Council 2017-2019 in Review

## Accomplishments

- Relationships and partnerships formed with local, regional and state entities and NPOs. “A productive year”.
- Significant progress on the wastewater system
- The transition to a City Manager form of local government has “brought us a long way” with administrative processes and procedures as well as civic projects.
- Increased capacity via AmeriCorps volunteer.
- Conducted a community visioning process via surveys and community events that will inform goal-setting. Citizens taking more interest in a shared vision for the city.

## Disappointments

- Community reticence to embrace a council / city manager form of government.
- Announcement that the current manager will leave this year.
- Loss of code enforcement staffer due to cost



# Falls City Strengths, Weaknesses, Opportunities, Threats

## Strengths

- **“A small rural town.” “Peaceful” and “neighborly.”**
- **“The community is very engaged.”**
- **Volunteer capacity is strong. “Tight-knit” - people come together,**
- **Location – proximity to nature, recreation, and gateway to the coastal mountains.**

## Opportunities

- **Possibility of a mechanism for code enforcement (Factors cited: housing partnerships with Polk County and Business Oregon.)**
- **Potential to leverage the town’s “gateway to nature” for economic development.**
- **Possible funding solutions to city needs e.g. Wastewater or Law Enforcement Districts or other approaches.**
- **Build-out of the wastewater system opens up possibilities for development.**

## Weaknesses

- **“Fiscal realities”** (Factors cited: limited current resources, citizen & council reluctance to implement revenue measures, insufficient growth for sustainability.)
- **“The built environment”** (Factors cited: buildings in need of beautification, lack of code enforcement impacts on the town’s appearance and reputation, hard-to-maintain-roads, systems infrastructure e.g. waste-water.)

- **Aversion to change and/or lack of creative vision about what the town could be.**

## Risks/Threats

- **Potential for financial and environmental catastrophe via wastewater-related infrastructure.** (Factors cited: unanticipated system failure, disproportionate cost-to-number-of-paying-households, state or fed intervention, reluctance to consider full range of funding mechanisms.)
- **Risk of loss of financial and managerial progress made during current city manager’s tenure.**

## Strategic Priorities 2020

- **Water and sewer infrastructure goals, and short, mid-range and long term priorities to support the goals of the 2017 Water Master Plan, including decision-making this year on the path toward the wastewater lagoon construction.**
- **Recruitment of a new city manager.**
- **Policies and practices that will support continuity of governance during city management turnover, and practices that will support retention once a manager is in place.**
- **Strategies for code enforcement.**
- **Strategies for housing at all economic levels via exploration of Polk County block grants for housing.**
- **Positioning Falls City as a gateway to nature-related recreation, and signature annual events.**
- **Broadened planning to include a comprehensive citywide capital improvement plan, with strategies for acknowledging and addressing the lack of financial resources for critical infrastructure.**



## Council's Group Dynamics

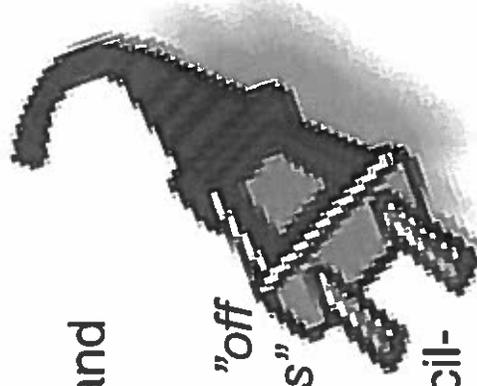


- **“Mostly good, but...”**
- Council has not participated together in LOC trainings that would provide a unified understanding of best practices and procedures for council members, resulting in council members sometimes straying outside appropriate council practices and public meeting laws.
- Council tends to defer to the mayor and city manager.
- Over-focused on promoting pet projects.
- Some town “*patriarchs*” wield outsized influence.
- Opinion on Council is diverse, sometimes hard to reconcile.
- ***On the other hand...***
- All love the city and are there for the right reasons.
- Varied backgrounds contribute toward decision-making.
- The mayor does “*an amazing job*” balancing individual personalities, opinions and beliefs.

## **Most Important Outcomes of 2020 Goal-Setting**

- 
- Building solidarity on Council and making sure we are all on the same page.
  - Review of past goals.
  - Clear and feasible goals to support our most critical priorities, leaving fewer and most important things on our plate
  - Incorporating the results of the citizen visioning process: making sure we are in alignment with the community.
  - \*Post-goal-setting, a comprehensive strategic plan with departmental objectives to support Council goals.

## **Potential Barriers & Disconnects**



- We may need to be reminded to listen to and be patient with each other.
- We sometimes get “*into minutia*”, “*wordy*”, “*off track*” and “*focused on administrative tasks*” and need to be “*wrangled away*.”
- We need to focus on the critical few Council-wide priorities and how to pay for them, and avoid long lists of individual interests and nice-to-haves.
- Personal and personality issues can interfere. We need to park those so as not to overwhelm the meeting.

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## AGENDA REPORT

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** CITY MANAGER, MAC CORTHELL  
**SUBJECT:** PACIFIC POWER FRANCHISE AGREEMENT EXTENSION/RENEWAL  
**DATE:** MARCH 2, 2020

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### **SUMMARY**

First reading of an ordinance to extend the Pacific Power Franchise by 10 additional years. All other terms of the agreement to remain unchanged.

### **BACKGROUND**

Pacific Power Corporation provides electric services to Falls City residents under a franchise agreement approved by the City Council in 2010. That agreement is set to expire in April of 2020. Pacific Power has proposed an extension/renewal of the existing agreement for 10 more years. The city currently receives 6% of gross revenues under the agreement, this is a very favorable percentage to the city (most cities our size receive 3.5%-4%).

Renewal terms are set out in Section 13 of the agreement (attached), and allows PacifiCorp continued use of the public ways, even if an extension or new agreement cannot be reached.

Pacific Power has been a highly supportive partner to the City of Falls City and is willing to extend the 6% gross revenue rate, and all other terms, for 10 more years.

### **PREVIOUS COUNCIL ACTION**

April, 2010 the City Council adopted Ordinance 524-2010 granting an Electric Utility Franchise and General Utility Easement to PacifiCorp (parent of Pacific Power).

### **FINANCIAL IMPLICATIONS**

City of Falls City received \$47,564 from this franchise in FY 18/19 and is projected to receive the same this year (FY 19/20).

### **STAFF RECOMMENDATION**

Adopt Ordinance 558-2020 Electric Utility Franchise Agreement Extension.

### **PROPOSED MOTION**

I move that the City Council of Falls City adopt ORDINANCE 558-2020, ELECTRICAL UTILITY FRANCHISE EXTENSION AGREEMENT.

**ORDINANCE 558-2020**

**ELECTRICAL UTILITY FRANCHISE EXTENSION AGREEMENT**

WHEREAS, PacifiCorp, dba Pacific Power ("Pacific Power") holds an electrical utility franchise (Franchise) with the city of Falls City ("City") to provide electric power and energy to the citizens of the City of Falls City; and

WHEREAS, such Franchise was originally granted by Ordinance No. 524-2010 on April 13, 2010, and

WHEREAS, the second twenty-year, and final term of the Franchise is set to expire on March 1, 2017 and

WHEREAS, the parties are working toward a new franchise agreement and have agreed to extend the expiration date of the existing Franchise through April 13, 2030.

**The City of Falls City ordains as follows:**

Ordinance 524-2010, AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE AND GENERAL UTILITY EASEMENT TO PACIFICORP, is amended as follows:

*\*Note: subtractions are shown with a strikethrough line, additions are in bold print, and unchanged sections remain in standard print.*

SECTION 2. Term. The term of this Franchise and General Utility Easement is for ten (10) years with a rate review in five (5) years, **commencing on the date of acceptance of Ordinance 558-2020** by the company, and set forth in Section 3 below.

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This Ordinance was available to the public, in writing, on February 21, 2020, and may be adopted by a unanimous vote of a quorum of the City Council on March 2, 2020.

AYES:            NAYS:            ABSTAIN:        ABSENTS:

SIGNED

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

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Jamie Ward, City Clerk

\_\_\_\_\_  
Date

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Scott Bolton, Senior Vice President  
PacifiCorp dba Pacific Power

ORDINANCE 524-2010

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AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE  
AND GENERAL UTILITY EASEMENT  
TO  
PACIFICORP

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WHEREAS, PacifiCorp d.b.a. Pacific Power, is a regulated public utility that provides electric power and energy to the citizens of the City of Falls City (the "City") and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City desires to set forth the terms and conditions by which PacifiCorp shall use the public ways of the City;

THE CITY OF FALLS CITY ORADINS AS FOLLOWS:

**SECTION 1. Grant of Franchise and General Utility Easement.** The City hereby grants to PacifiCorp the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as "Public Ways") within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

**SECTION 2. Term.** The term of this Franchise and General Utility Easement is for ten (10) years with a rate review in five (5) years, commencing on the date of acceptance by the Company as set forth in Section 3 below.

**SECTION 3. Acceptance by PacifiCorp.** Within sixty (60) days after the passage of this ordinance by the City, PacifiCorp shall file an unqualified written acceptance thereof, with the City Recorder otherwise the ordinance and the rights granted herein shall be null and void.

**SECTION 4. Non-Exclusive Franchise.** The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides water or sewerage service to City residences; provided, however, that such use shall not unreasonably interfere with PacifiCorp's Electric Facilities or PacifiCorp's rights granted herein.

**SECTION 5. City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Oregon, the laws of Oregon or City Ordinances.

**SECTION 6. Indemnification.** The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by PacifiCorp of its Electric Facilities. PacifiCorp shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of PacifiCorp's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to PacifiCorp of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit PacifiCorp to assume the defense of such claim, demand, or lien. Notwithstanding any provision hereof to the contrary, PacifiCorp shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

**SECTION 7. Annexation.**

7.1 **Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by PacifiCorp located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 **Annexation.** When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to PacifiCorp: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

PacifiCorp Customer Contact Center  
Attn: Annexations  
P.O. Box 400  
Portland, Oregon 97207-0400

With a copy to:  
PacifiCorp  
Attn: Office of the General Counsel  
825 N.E. Multnomah, Suite 2000  
Portland, Oregon 97232

Additional or increased fees or taxes, other than ad valorem taxes, imposed on PacifiCorp as a result of an annexation of territory to the City shall become effective on the effective date of the annexation if notice is given to PacifiCorp by certified mail not later than ten (10) working days after the effective date of the annexation. However, if notification of the effective date of the annexation is provided to PacifiCorp later than the tenth (10<sup>th</sup>) working day after the effective date of the annexation, the additional or increased fees or taxes will become effective on the date of the notification. This provision shall be subject to any amendment of ORS 222.005.

**SECTION 8. Planning, Design, Construction and Installation of Company Facilities.**

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, PacifiCorp shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. PacifiCorp will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, PacifiCorp shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, PacifiCorp causes damage to or alters the Public Way or public property, PacifiCorp shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it to a condition comparable to that which existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, PacifiCorp shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by PacifiCorp within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that PacifiCorp shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with

PacifiCorp's use of same. Nothing herein shall be construed to require PacifiCorp to increase pole size, or alter the manner in which PacifiCorp attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of PacifiCorp and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by PacifiCorp in conjunction with PacifiCorp's standard pole attachment application process. PacifiCorp shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

8.7 PacifiCorp shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, PacifiCorp shall first notify the City of such work by written notice and shall allow the City, at its own expense (to include a pro rata share of the trenching costs), to share the trench of PacifiCorp to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with PacifiCorp's Electrical Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect PacifiCorp's Electric Facilities, the City shall give written notice to PacifiCorp.

8.9 No structures, buildings or signs shall be erected below PacifiCorp's facilities or in a location that prevents PacifiCorp from accessing or maintaining its facilities.

#### **SECTION 9. Relocation of Electric Facilities.**

9.1 The City reserves the right to require PacifiCorp to relocate overhead Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, PacifiCorp shall promptly commence the overhead relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of PacifiCorp, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of PacifiCorp to obtain reimbursement. In cases of capital improvement projects undertaken by the City, PacifiCorp shall convert existing overhead distribution facilities to underground, so long as PacifiCorp is allowed to collect the costs associated with conversion from overhead to underground distribution facilities consistent with OAR 860-022-0046, the Oregon Public Utility Commission rule on forced conversions.

9.2 PacifiCorp shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, PacifiCorp may charge the expense of removal or relocation to the developer or customer. For example, PacifiCorp shall not be required to pay relocation costs in

connection with a road widening or realignment where the road project is made a condition of or caused by a private development. In such event, the City shall require the developer to pay PacifiCorp for such relocation costs as part of its approval procedures.

**SECTION 10. Subdivision Plat Notification.** Before the City approves any new subdivision and before recordation of the plat, the City shall mail notification of such approval and a copy of the plat to PacifiCorp:

PacifiCorp  
Attn: Property Management / Right-of-Way Department  
825 N.E. Multnomah, Suite 1700  
Portland, Oregon 97232

**SECTION 11. Vegetation Management.** PacifiCorp or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches or limbs or other part of such trees or vegetation from interfering with PacifiCorp's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent PacifiCorp, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

**SECTION 12. Compensation.**

12.1 In consideration of the rights, privileges, and franchise hereby granted, PacifiCorp shall pay to the City from and after the effective date of the acceptance of this franchise, six percent (6%) of its gross revenues derived from within the corporate limits of City. The term "gross revenue" as used herein shall be construed to mean any revenue of PacifiCorp derived from the retail sale and use of electric power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. All amounts paid under this Section 12 shall be subject to review by the City; provided that only payments which occurred during a period of thirty-six (36) months prior to the date the City notifies PacifiCorp of its intent to conduct a review shall be subject to such review. Notwithstanding any provision to the contrary, at any time during the term of this Franchise, the City may elect to increase the franchise fee amount as may then be allowed by state law. The City shall provide PacifiCorp with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after City has provided such written notice to PacifiCorp.

12.2 The franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from PacifiCorp with respect to PacifiCorp's electric business or the exercise of this franchise within the corporate limits of the City and the amount due to the City under any such other license,

occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting there from the amount of said franchise fee paid hereunder.

**SECTION 13. Renewal.** At least 120 days prior to the expiration of this Franchise, PacifiCorp and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. PacifiCorp shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

**SECTION 14. No Waiver.** Neither the City nor PacifiCorp shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**SECTION 15. Transfer of Franchise.** PacifiCorp shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of PacifiCorp which assume all of PacifiCorp's obligations hereunder, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however PacifiCorp may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom PacifiCorp (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

**SECTION 16. Amendment.** At any time during the term of this Franchise, the City, through its City Council, or PacifiCorp may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and PacifiCorp and formally adopted as an ordinance amendment, which is accepted in writing by PacifiCorp.

**SECTION 17. Non-Contestability--Breach of Contract.**

17.1 Neither the City nor PacifiCorp will take any action for the purpose of securing modification of this Franchise before either the Oregon Public Utility Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall PacifiCorp be precluded from seeking relief from the Courts in the event Oregon Public Utility Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

17.2 In the event PacifiCorp or the City fails to fulfill any of their respective obligations under this Franchise, the City, or PacifiCorp, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.

**SECTION 18. Notices.** Unless otherwise specified herein, all notices from PacifiCorp to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to PacifiCorp pursuant to or concerning this Franchise shall be delivered to the Customer and Community Affairs Vice President, Pacific Power, 825 NE Multnomah, Lloyd Center Tower Suite 2000, Portland, Oregon 97232, and such other office as PacifiCorp may advise the City of by written notice.

**SECTION 19. Severability.** If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

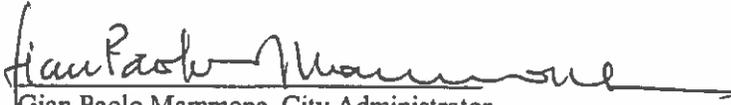
PASSED AND ADOPTED by the Common Council of the City of Falls City this 13<sup>th</sup> day of APRIL, 2010 by the following vote.

AYES 5 NAYS 0 ABSENT 1

APPROVED by the Mayor this 27<sup>th</sup> day of APRIL, 2010.

  
Darrin Fleener, Mayor

ATTEST

  
Gian Paolo Mammone, City Administrator



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## AGENDA REPORT

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** CITY MANAGER, MAC CORTHELL  
**SUBJECT:** PARRY RD. WATER MAIN PROJECT AWARD  
**DATE:** MARCH 2, 2020

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### **SUMMARY**

Awarding contract for Parry Rd. Main Replacement.

### **BACKGROUND**

Replacing the water main on Parry Rd. is a priority in the water master plan. In 2019, a developer proposed a partition to a lot on Parry Rd. that required replacement of the main to properly serve the property with water service. Additionally, the main must be replaced to provide proper fire service to the area by installing a hydrant where the existing line could not support one.

Finally, replacing the water line in conjunction with the development will save the city 28.6 cents on 1.00 by requiring the developer to pay for the proportion of the upgrade that will serve their properties.

### **PREVIOUS COUNCIL ACTION**

In 2017 the Falls City Water Master Plan was adopted by the City Council. That plan lists replacement of the water main on Parry Rd. as a 1A priority (highest level).

In 2018 the City Council approved partition 18-20 with water connection and fire safety conditions that cannot be met without this project.

### **FINANCIAL IMPLICATIONS**

The cost to the City will be approximately \$78,000 for the \$109,000 project. The funds are available in the Utility Reserve fund which is appropriate for use on water system capital improvements.

### **STAFF RECOMMENDATION**

Concur with City Engineer and award the Contract to the low bidder, K&E Excavating.

### **ATTACHMENTS**

1. City Engineer's Recommendation to Award
2. Bid Tabulations

### **PROPOSED MOTION**

I move that the City Council of Falls City authorize the award of the \$99,110 Parry Rd. Main Replacement Project to K&E Excavating.

February 25, 2020

The Honorable Mayor and City Council  
City of Falls City  
299 Mill Street  
Falls City, OR 97344

RE: Recommendation for Award, Parry Rd. Waterline Replacement  
JO. 2969.1020.0

Ladies and Gentlemen:

Bids for the above referenced project were received and opened at our office at 2:00 p.m. on February 18, 2020. There were a total of three (3) bids received from qualified bidders.

The low bid was submitted by K&E Excavating of Salem, Oregon.. Complete bid tabulations are also attached for your review and records.

Subject to the attached Notice of Intent to Award, we recommend the City authorize award of a contract for \$99,110.00 to K&E Excavating at this time.

We have sent out the Notice of Intent to Award to all bidders as required by OAR 137-049-0395.1 (the notice is subject to final authorization by the City Council and approval by applicable funding agencies). Sending out the Notice of Intent to Award will start the statutory time limit for the 7 day bid protest period, but does not obligate the City to issue the final Notice of Award.

Upon expiration of the 7 day protest period (assuming no bid protests) and approval by applicable funding agencies, we will then proceed to issue a Notice of Award to the Contractor, after which we will proceed with obtaining the required signatures for the Contract Documents and schedule a preconstruction conference with the Contractor, the City, and any affected utilities. We plan to issue the notice to proceed as soon as practical after contracts are signed and the preconstruction conference is held.

We hope this information is useful and will assist the City Council in making a final decision on the award of this project. We are happy to attend the City Council meeting and to answer questions or to discuss the project in more detail if you desire.

February 25, 2020  
Mayor and City Council of the City of Falls City  
Page 2

If you have any questions or need additional information regarding this matter, please contact us at (503) 585-2474.

Sincerely,

**WESTECH ENGINEERING, INC.**



Steven A. Ward, P.E.  
Project Manager

sda  
encl.  
cc:

- Mac Corthell, City of Falls City, Public Works Director

Bid Tabs  
 Parry Rd Waterline

K & E

Pacific Ex

N. Santiam

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price	Estimated Quantity	Unit	Unit Price	Total Price	Estimated Quantity	Unit	Unit Price	Total Price				
1.	Mobilization, Bonds, Permits and Insurance	All	L. S.	Lump Sum	\$12,800.00	All	L. S.	Lump Sum	\$30,200.00	All	L. S.	Lump Sum	\$42,750.00				
2.	Construction Staking	All	L. S.	Lump Sum	\$1,000.00	All	L. S.	Lump Sum	\$1,500.00	All	L. S.	Lump Sum	\$1,500.00				
3.	Testing	All	L. S.	Lump Sum	\$1,000.00	All	L. S.	Lump Sum	\$3,150.00	All	L. S.	Lump Sum	\$6,000.00				
4.	Connection at Cameron & Parry	All	L. S.	Lump Sum	\$3,100.00	All	L. S.	Lump Sum	\$10,500.00	All	L. S.	Lump Sum	\$7,850.00				
5.	4" Tapping Tee (Parry)	1	Each	\$6,200.00	\$6,200.00	1	Each	\$5,850.00	\$5,850.00	1	Each	\$8,600.00	\$8,600.00				
6.	4" Water Line Including Trench Ex & Backfill	15	L. F.	\$130.00	\$1,950.00	15	L. F.	\$62.00	\$930.00	15	L. F.	\$75.00	\$1,125.00				
7.	8" Water Line Including Trench Ex & Backfill	610	L. F.	\$75.00	\$45,750.00	610	L. F.	\$49.00	\$28,890.00	610	L. F.	\$71.00	\$43,310.00				
8.	Anchor Blocks	5	Each	\$710.00	\$3,550.00	5	Each	\$1,500.00	\$7,500.00	5	Each	\$1,500.00	\$7,500.00				
9.	4" Gate Valve Complete	1	Each	\$990.00	\$990.00	1	Each	\$650.00	\$650.00	1	Each	\$1,180.00	\$1,180.00				
10.	8" Gate Valve Complete	4	Each	\$1,600.00	\$6,400.00	4	Each	\$1,250.00	\$5,000.00	4	Each	\$1,650.00	\$6,600.00				
11.	Temp B.O. Assembly	1	Each	\$870.00	\$870.00	1	Each	\$450.00	\$450.00	1	Each	\$1,420.00	\$1,420.00				
12.	1" Water Service Complete	5	Each	\$3,100.00	\$15,500.00	5	Each	\$1,550.00	\$7,750.00	5	Each	\$2,380.00	\$11,900.00				
<b>TOTAL BID</b>					<b>\$99,110.00</b>	<b>TOTAL BID</b>					<b>\$103,370.00</b>	<b>TOTAL BID</b>					<b>\$139,735.00</b>

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Council, except in cases of emergency involving loss of life or property or which would place the water system operation in jeopardy.  
(Ord. 98-471, passed 5-4-1998)

**§ 51.20 EASEMENTS.**

Each applicant and user, as a condition of service, gives and grants to the city an easement and right-of-way in, on, across, and under his or her property for the installation and maintenance of water lines, water meters, and the necessary valves and equipment in connection therewith.  
(Ord. 98-471, passed 5-4-1998)

**GENERAL PROVISIONS**

**§ 51.35 WATER PRESSURE REGULATORS.**

Upon the sale or transfer, by contract, deed, or otherwise, of any property served by the city water system, the new owner of the property shall forthwith cause to be installed a water pressure regulator on the owner's side of the curb cock so as to restrict the amount of water pressure to the property to not more than 80 pounds per square inch. If it is shown that the water pressure to any certain piece of property does not ever exceed 80 pounds per square inch, then this section shall be of no force and effect with respect to the property.  
(Ord. 395, passed 5-5-1980) Penalty, see § 51.99

**§ 51.99 PENALTY.**

- (A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.
- (B) Any person violating any of the provisions of §§ 51.01 through 51.20 shall, upon conviction thereof, be punished by a fine not exceeding \$500. Each day's violation constitutes a separate offense. This penalty shall be in addition to any other remedies available to the city.  
(Ord. 98-471, passed 5-4-1998)

**CHAPTER 52: CROSS-CONNECTION CONTROL**

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Section

- 52.01 General provisions
- 52.02 Definitions
- 52.03 Administration
- 52.04 Requirements

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52.05	Degree of hazard
52.06	Existing backflow devices
52.07	Periodic testing
52.08	Oregon Administrative Rules adopted
52.09	Effective date

**§ 52.01 GENERAL PROVISIONS.**

(A) *Purpose.*

(1) To protect the public potable water supply served by the City Public Works Department from the possibility of contamination or pollution by isolating, within its customer's internal distribution system, the contaminants or pollutants which could backflow or backsiphon into the public water system;

(2) To promote the elimination of, or control of, existing cross-connections, actual or potential, between the potable water system and source or non-potable water or other hazardous substances; and

(3) To provide for the maintenance of a continuing program of cross-connection control which will effectively prevent the contamination or pollution of all potable water systems by cross-connections.

(B) *Authority.*

(1) The Federal Safe Drinking Water Act of 1974, the statutes of the state, including, but not limited to, the State Drinking Water Quality Act of 1981, and Oregon Administrative Rules encompassed by O.A.R. 333-061-0005 through 333-061-0098, give the water supplier the primary responsibility of preventing water from unapproved sources, or any other substances, from entering the public potable water system; and

(2) The City Charter and ordinances of the city, including, but not limited to, §§ 51.01 through 51.20, as may be amended.

(C) *Responsibility.*

(1) Water suppliers are responsible for taking all reasonable precautions to assure that the water delivered to water users does not exceed maximum contaminant levels, to assure that water system facilities are free of public health hazards, and to assure that water system operation and maintenance are performed as required. In order to prevent contamination or pollution of the city water system due to the backflow or backsiphonage of contaminants or pollutants through the water service connections, all owners and water users shall be responsible for installing, maintaining, repairing, inspecting, and testing approved backflow preventer devices on all water service connections or at any other connection where a cross-connection is possible in the judgment of the Administrator or the cross-connection control staff.

(2) The owner or water user shall, within 90 days of notification, install and have tested by a certified tester an approved backflow preventer device(s) for all new and existing water service connections. All backflow preventer devices shall be inspected and tested once per year, or more frequently as determined by the Administrator or the cross-connection control staff, by a certified inspector and tester. All installations, inspections, testing, maintenance, and repairs shall be at the expense of the owner or water user. In the event of an emergency where the imminent contamination of the water supply is possible, the

cross-connection control staff may make any repairs to a device as are necessary; the owner or water user shall be responsible for paying for any parts.

(3) Failure, refusal, or inability on the part of the owner or water user to install, have tested and inspected, and maintain the device or devices within 90 days of notification shall constitute grounds for summary discontinuation of water service to the premises until the device has been properly installed, inspected, tested, and/or maintained. (Ord. 97-464, passed 3-3-1997; Ord. 476, passed 1-10-2000) Penalty, see § 10.99

## § 52.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ADMINISTRATOR.** The Administrator of the Health Division of the Department of Human Resources, or his or her designee.

**APPROVED.** Accepted by the city as meeting an applicable specification stated or cited in this regulation, or as suitable for the proposed use.

**AUXILIARY WATER SUPPLY.** Any water supply, on or available, to the premises other than the purveyor's will be considered as an **AUXILIARY WATER SUPPLY**.

**BACK PRESSURE.** Any elevation of pressure in the downstream piping system (by pumping, elevation of piping, steam or air pressure) above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of the normal direction of flow.

**BACKFLOW.** The undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the potable supply of water from any source or sources.

**BACKFLOW PREVENTER.** An assembly or means designed to prevent backflow or backsiphonage.

(1) **AIR GAP.** A physical separation between free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An **APPROVED AIR GAP** shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel; in no case be less than one inch.

(2) **ATMOSPHERE VACUUM BREAKER.** A device which prevents backsiphonage by creating an atmospheric vent when there is either a negative pressure or sub-atmospheric pressure on a water system.

(3) **DOUBLE CHECK VALVE ASSEMBLY.** An assembly of two independently operating spring-loaded check valves with tightly closing shut-off valves on each side of the check valves, plus properly located test cocks for the testing of the check valve.

(4) **PRESSURE VACUUM BREAKER.** A device consisting of one or more spring-loaded check valves and an independently operating air inlet valve installed as a unit between two tightly closing shut-off valves on each side of the check valves and properly located test cocks for testing. The air inlet valve is internally loaded to the open position.

(5) **REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER.** A device consisting of two independently acting, spring-loaded check valves separated by a spring-loaded differential pressure relief valve. This device shall be installed as a unit between two tightly closing shut-off valves and properly located test cocks for the testing of the check valves and relief valves.

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**BACKSIPHONAGE.** The flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by the sudden reduction of the pressure in the potable water supply system.

**CONTAMINANT.** Any physical, chemical, biological, or radiological substance or matter in water.

**CROSS-CONNECTION.** Any link or channel between the public water supply and piping or fixtures which carry other water or other substances.

**CROSS-CONNECTION CONTROL STAFF.** The person(s) designated by the city to administer and enforce the city water system's cross-connection control program.

**DISTRIBUTION SYSTEM.** The network of pipes and other facilities which are used to distribute water from the source, treatment, transmission, or storage facilities to the water user.

**DIVISION.** The Health Division of the State Department of Human Resources.

**OWNER.** Any person who has legal title to, or license to operate or habitat in, a property upon which a cross-connection inspection is to be made or upon which a cross-connection is present.

**PERMIT.** A document issued by the utility which allows the use of a backflow preventer.

**PERSON.** Any individual, partnership, company, public or private corporation, political subdivision or agency of the State Division, agency or instrumentality of the United States, or any other legal entity.

**UTILITY.** City water section of the Public Works Department.

**WATER SERVICE ENTRANCE (CONNECTION).** The point in the owner's water system beyond the sanitary control of the utility; generally considered to be the outlet end of the water meter and always before any unprotected branch.

**WATER USER.** Any customer or person utilizing water from the city water system. (Ord. 97-464, passed 3-3-1997; Ord. 476, passed 1-10-2000)

**§ 52.03 ADMINISTRATION.**

(A) The utility will operate a cross-connection control program to include the keeping of necessary records, which fulfill the requirements of the Division's cross-connection regulations.

(B) The owner shall allow his or her property to be inspected, when given reasonable notification and during reasonable times, for possible cross-connections and shall follow the provisions of the utility's program, and the Division's regulations if a cross-connection is identified.

(Ord. 97-464, passed 3-3-1997) Penalty, see § 10.99

**§ 52.04 REQUIREMENTS.**

(A) *Utility.*

(1) On new installations, the utility will provide on-site evaluation and/or inspection of plans in order to determine the type of backflow preventer, if any, that will be required, will issue permit, and perform inspection.

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(2) For premises existing prior to the start of this program, the utility will perform evaluations and inspections of plans and/or premises and inform the owner by letter of any corrective action deemed necessary.

(a) Ordinarily 90 days will be allowed for the correction; and

(b) This 90-day period may be shortened depending on the degree of hazard or the history of the device.

(3) The utility will not allow any cross-connection to remain unless it is protected by an approved backflow preventer for which a permit has been issued and which will be regularly tested to insure satisfactory operation.

(4) The utility will inform the owner by letter of any failure to comply, within ten working days of the first re-inspection.

(a) The utility will allow an additional 15 days for the correction.

(b) At the end of the additional 15 days, a second re-inspection will be made to determine if corrections have been made.

(c) If corrections have not been made, the utility will inform the owner by letter that the water service to the owner's premises will be terminated five days from the date of this notice.

(d) In the event that the owner informs the utility of extenuating circumstances as to why the correction has not been made, a time extension may be granted by the utility, but in no case will exceed an additional 30 days.

(5) If the utility determines at any time that a serious threat to the public health exists, the water services will be terminated immediately.

(6) The utility shall have on file a list of private contractors who are certified backflow device testers. All charges for these tests will be paid by the owner of the building or property.

(B) *Owner.*

(1) The owner shall be responsible for the elimination or isolation of all cross-connections on his or her premises.

(2) The owner, after having been informed by a letter from the utility, shall, at his or her expense, install, maintain, and test or have tested any and all backflow preventers on his or her premises.

(3) The owner shall correct any malfunctions of the backflow preventer which is revealed by periodic testing.

(4) The owner shall inform the utility of any proposed or modified cross-connections and also any existing cross-connections of which the owner is aware but has not been found by the utility.

(5) The owner shall not install a bypass around any backflow preventer unless there is a backflow preventer of the same type on the bypass. Owners shall not tamper with backflow devices.

(6) The owner shall install backflow preventers in a manner approved by the utility.

(7) The owner shall install only backflow preventers approved by the Health Division.

(8) Any owner having a private well or other private water source must have a permit if the well or source is cross-connected to the utility's system. Permission to cross-connect may be denied by the utility. The owner may be required to install a backflow

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preventer at the service entrance if a private water source is maintained, even if it is not cross-connected to the utility's system.

(9) In the event the owner installs plumbing to provide potable water for domestic purposes which is on the utility's side of the backflow preventer, the plumbing must have its own backflow preventer installed.

(Ord. 97-464, passed 3-3-1997) Penalty, see § 10.99

### § 52.05 DEGREE OF HAZARD.

(A) The utility recognizes the threat to the public water system arising from cross-connections. All threats will be classified by degree of hazard and will require the installation of an approved backflow prevention device.

(B) The term *DEGREE OF HAZARD* shall mean either a polluttional (nonhealth-low) or contamination (health-high) hazard and is derived from the evaluation of conditions within a system.

(Ord. 97-464, passed 3-3-1997)

### § 52.06 EXISTING BACKFLOW DEVICES.

(A) Any existing backflow preventer shall be allowed by the utility to continue in service unless the degree of hazard is such as to supersede the effectiveness of the preventer, or result in an unreasonable risk to public health.

(B) Where the degree of hazard has increased, as in the case of a residential installation converting to a business establishment, any existing backflow device must be replaced with an approved device suitable for that degree of hazard.

(Ord. 97-464, passed 3-3-1997)

### § 52.07 PERIODIC TESTING.

(A) All testable backflow devices shall be tested and inspected at least annually.

(B) Periodic testing shall be performed by a certified tester from a list provided by the utility. This testing will be done at the owner's expense.

(C) Any backflow preventer which fails during a periodic test will be repaired or replaced. When repairs are necessary, upon completion of the repair, the device will be re-tested at owner's expense to insure correct operation. High hazard situations will not be allowed to continue if the backflow preventer fails the test and cannot be repaired immediately. In other situations, a compliance date of not more than 30 days after the test date will be established. The owner is responsible for spare parts, repair tools, or a replacement device. Parallel installation of two devices is an effective means of the owner ensuring uninterrupted water service during testing or repair of devices and is strongly recommended when the owner desires the continuity.

(D) Backflow prevention devices will be tested more frequently than specified in division (A) above if the utility feels that there is a history of test failures. Cost of additional

testing will be borne by the owner. Any circumstance not covered by this chapter or any of the authorities in § 52.01(B) shall be left to the judgment of the Administrator or designee.  
(Ord. 97-464, passed 3-3-1997)

**§ 52.08 OREGON ADMINISTRATIVE RULES ADOPTED.**

The city hereby adopts Oregon Administrative Rules as outlined in Chapter 333, Subsection 42-200 through 42-245, as may be amended.  
(Ord. 97-464, passed 3-3-1997)

**§ 52.09 EFFECTIVE DATE.**

In as much as it is necessary for the immediate preservation of the public health, peace, and safety of the city, to enact this chapter, an emergency is hereby declared to exist, and this chapter shall become effective on 4-1-1997.  
(Ord. 97-464, passed 3-3-1997)

## **CHAPTER 53: SOLID WASTE MANAGEMENT**

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**53.01.010 Title**

This chapter shall be known, pleaded, and cited as the "Falls City Solid Waste Management and Resource Recovery Code," and referred to herein as "this code."

**53.01.020 Purpose, policy and scope.**

(A) To protect the public health, safety, welfare and environment and to conserve energy and natural resources within Falls City and to carry out recycling, reuse and other resource recovery and waste reduction requirements of ORS Chapters 459 and 459A, it is declared the policy of the city of Falls City to establish and implement programs to:

- (1) Carry out the responsibility and the authority granted, delegated and imposed by ORS Chapters 459 and 459A.
- (2) Ensure present and future safe, efficient and economical accumulation, storage, collection, transportation, disposal or resource recovery of or from solid waste.
- (3) Ensure maintenance of a financially stable, reliable solid waste management service and facilities.
- (4) Eliminate potential overlapping service to reduce truck traffic, street wear, air, water and land pollution and noise.