

City of Falls City  
City Council Regular Meeting  
Meeting Minutes  
October 13, 2016 7:00 PM  
Meeting Location: 320 N Main Street, Falls City, Oregon 97344

**Council Present:** Mayor Terry Ungricht, Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles

**Staff Present:** Domenica Protheroe, City Clerk; Don Poe, Public Works Lead Worker

Mayor Ungricht called the meeting to order at 7:00 PM.

**1) Roll Call**

Clerk Protheroe took roll call. Councilor Bishop was absent.

**2) Pledge of Allegiance**

Mayor Ungricht led the pledge.

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

A motion was made by Councilor Meier and seconded by Councilor L. Sickles to adopt the entire agenda with the addition of Item D (Exhibit A). Motion carried 5-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles.

**4) Consent Agenda**

A motion was made by Councilor Drill and seconded by Councilor Meier to adopt the Consent Agenda. Motion carried 5-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles.

**5) Public Comments**

Charlie Flynn of Falls City questioned the Basic Emergency Preparedness Plan B meeting place because the building is for sale. Councilor Drill stated a new location would be selected when the building is sold.

Mike Bowman of Falls City distributed a packet to Councilors containing a blank Green Haven Recreational Vehicle Agreement, draft Recreational Park Rules and Regulations, an excerpt of Oregon State Statutes (ORS) 197.493, and a letter from Mr. Dick Bowman (Exhibit B). Mike Bowman read Mr. Dick Bowman's letter into the record. He stated that the Conditional Use Permit was 20 years old and needed an update, it conflicted with this State Law for length of stay, and it was not necessary because the RV Park is a commercial use.

Mayor Ungricht stated that the City Council directed Green Haven RV Park follow the Condition Use Permit and he assured Mike Bowman that Council, and staff wanted his business to succeed.

Mike Bowman reported that they were cleaning up Green Haven RV Park and had brought in better people. He wanted to work with the City. Mayor Ungricht and Councilors thanked Mike Bowman.

Tracy Young of Falls City reported that the ditches were not flooding in her area of town, yet.

**6) New Business**

**A. Code Enforcement Update**

Mayor Ungricht reported to Council that City Attorney had verified current code would allow Council to hear cases' providing the City has an Enforcement Officer. Mayor Ungricht considered it a top priority to contract with a Code Enforcement Officer. The Polk County Code Enforcement Officer could not help due to family obligations. He had not been able to reach a prior Falls City Code Enforcement officer Bob Crowson. He had contacted Western Oregon University to explore an opportunity to have student to update our code and/or serve as an Enforcement Officer. Councilor Drill suggested contacting the Code Enforcement Association in The Dalles.

Mayor Ungricht asked Council if they would like to explore the option of code enforcement hearings held by two Councilors. Cases that result in a tie vote would be brought before Council for a ruling. He invited Councilors to contact him with suggestions for an affordable, effective, and efficient code enforcement process.

Councilor Drill asked for the status of complaints and enforcements. Several vehicles were tagged and moved. Green Haven RV Park was the top priority because of the large number of complaints. There are many complaints on file that need action. Mayor Ungricht informed Council that he planned to review the junk and trash complaint on South Main as a test case to determine steps and costs to abate which he will bring before Council. Councilor D. Sickles thought the City lacks the money needed for abatement.

**B. Ordinance 542-2016**

Councilor Drill questioned the street name because there was of an access road off 1<sup>st</sup> Avenue to the property. Mayor Ungricht reported that the owner decided to develop the lot on West Avenue and the approved site plan indicated a West Blvd driveway. Staff recommended an address of 505 West Blvd.

A motion was made by Councilor D. Sickles and seconded by Councilor Meier to adopt Ordinance 542-2016, An Ordinance assigning an address number for a residential structure; and declaring an emergency. Motion carried 5-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles.

**C. Library**

Mayor Ungricht reported that he had attended the Library Advisory Board meeting and had consulted with the new Librarian. He briefly reviewed the difference between a levy and a Library District. A library district would require a new governing body, separate from the City and School District. The library district governing body would elect officers and adopt bylaws and would work with the County to establish a tax district and a permanent tax rate, whereas, a levy would be considered thought a ballot measure by either the City of Falls City or the School Board. Election dates were unknown.

Falls City has 654 taxable accounts and the Falls City School District has 1075 taxable accounts. The annual wage package is approximately \$50,000.

- Falls City: 654 taxable accounts would require a \$0.26 per \$1,000 assessed value to raise \$10,000. To raise \$50,000 a levy of \$1.30 per \$1,000 would be required.
- School District: 1075 taxable accounts would require a \$0.12 per \$1,000 assessed value to raise \$10,000. To raise \$50,000 a levy of \$0.60 per \$1,000 would be required.

Douglas Schmidt, Polk County Assessor, could attend the December joint meeting of the City of Falls City and the Falls City School District to discuss the options. Council selected December 8, 2016 at 6:30 PM for the next joint meeting. Councilor D. Sickles will ask the School Board if they can attend a Joint Meeting on December 8, 2016 at 6:30 PM.

Tracy Young of Falls City asked for a status of the Grand Ronde Grant application for the library. No one was aware of a Grand Ronde grant application. Councilor Drill will look into the grant.

**D. Resolution 19-2016 an Agreement Between Falls City and Oregon IFA**

(Exhibit A) The Federal Emergency Management Agency (FEMA) had awarded 75% of the cost of repairing/replacing the Dutch Creek Crossing and the Infrastructure Finance Authority (IFA) had awarded the remaining 25% of the cost, but an agreement with IFA was never signed. The City Attorney had approved the agreement. Under the agreement, all funds must come through the City. A supplemental budget will go before Council for the grant amounts.

Councilor Drill asked if the agreement had any red flags. Infrastructure Finance Authority (IFA) will pay if the Federal Emergency Management Agency (FEMA) pays. FEMA will pay if they approve the work, the County would be accountable under the IGA because they will perform the work.

A motion was made by Councilor D. Sickles to adopt Resolution 09-2016 – A Resolution authorizing an agreement between the City of Falls City and Oregon Infrastructure Finance Authority for funding on the FEMA emergency declaration on Dutch Creek and authorize the Mayor to sign the agreement.

Mayor Ungricht reported that the Resolution number was incorrect on the Agenda Report and requested that the motion be amended to Resolution 19-2016.

Councilor D. Sickles amended his motion and Councilor Meier seconded to adopt Resolution 19-2016 – A Resolution authorizing an agreement between the City of Falls City and Oregon Infrastructure Finance Authority for funding on the FEMA emergency declaration on Dutch Creek and authorize the Mayor to sign the agreement. Motion carried 5-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles.

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

**A. Mayors Report**

Mayor Ungricht reported that the Sheriff was sorry he could not attend the meeting.

The Sewer Community Development Block Grant application for 2.5 million was submitted on September 30 with only hours to spare. IFA completed their review of the grant application, with no questions, and forwarded the grant application to the next review level.

Mayor Ungricht had applied for a grant reimbursement of \$2,360.00 from Infrastructure Finance Authority for the Portland State University Income Study. He hoped to close the grant soon.

Mayor Ungricht was very disappointed with Knife River because they did not start the roadwork on South Main Street as scheduled. The cold and wet weather might delay the project until next year. In the future, Mayor Ungricht will set paving dates for August or September. Councilor Drill inquired about the \$250.00 per day penalty and wanted Knife River held accountable. Mayor Ungricht agreed and will look at the penalty clause but was unsure if the penalty would apply if the City rejected the job based on cold and rainy weather. The Oregon Department of Transportation had assured Mayor Ungricht that the City has two years to complete the work under the grant.

Mayor Ungricht had met with members of the Falls City Alliance and with Rita Grady of Polk Community Development Corporation (Polk CDC) to consider options for taking ownership of the parkland. Mayor Ungricht recommended that the City initially take over the Falls City Alliance Loan and ownership of the land in order to move forward with the change of zoning from residential to public. The zone change is a requirement of the grant.

The grant will provide a \$55,000 to pay down the principal balance of \$129,000. The land is valued at \$85,000. Mayor Ungricht reported that under the terms of the grant the City will be required to remove invasive species, the grant provides \$22,000 for this purpose. The status of the prior grant awarded to the Falls City Alliance was unknown.

Councilor Drill asked about Plan B. The City could repossess the land and pay the balance of the loan without the grant. In essence, there was not a Plan B.

Councilor L. Sickles asked about the steps to purchase. Mayor Ungricht reported that the Falls City Alliance and City Council would sign a purchase agreement. The purchase agreement will go to the title company for a title and lien search. The City will take ownership of the property and assume the Falls City Alliance loan under the purchase agreement. The City will not make loan payments until the next budget cycle, because the payments were not budgeted; Polk CDC has agreed. Once the City changes the zone and receives the grant funds, Polk CDC will issue a new 40-year loan with an interest rate of one percent (1%) and annual payments estimated at \$2,420. Polk CDC has agreed to waive the penalties accrued to date for non-payment by the Falls City Alliance.

Mayor Ungricht asked Council to confirm if they wanted to assume the Falls City Alliance Loan under the purchase agreement, take ownership of the land, change the zoning, and apply the grant award toward the new loan with Polk CDC as previously defined. Council gave their approval by consensus.

It will cost approximately \$2,323.00 to purchase and install the blocks at the Michael Harding Park.

HBH Engineering will present the first draft of the Water Master Plan to Council at the November meeting and Council will consider adoption of the plan at the December meeting, after which the Plan will go to the State of Oregon for approval.

The annual audit report looked good. The balance of the Sewer Fund is very low. Mayor Ungricht will invite Tom Glogau to present the audit report to Council at the November City Council meeting.

The Volunteer Fire Department had ordered fireworks for the traditional July 3, 2016 fireworks show well before the show was cancelled. The Volunteer Fire Association incurred a cancellation penalty of \$968.75 and requested, though Mayor Ungricht that the City pay for half of the penalty charge. The Falls City Volunteer Fire Association bill was past due.

A motion was made by Councilor Drill and seconded by Councilor Melin to pay half of the cost of the cancellation of the firework for the 2016 fireworks show. Motion carried 3-2-0. Ayes: Jennifer Drill, Gerald Melin, Dennis Sickles. Nays: Lori Jean Sickles and Tony Meier.

Mayor Ungricht asked Council if they wanted the City to mail Green Haven RV Park the letter found on page 71-79. Council discussed Green Haven Park and wondered if the City could

enforce the Conditional Use Permit 180 day rule. Mayor Ungricht will ask the City Attorney to give an opinion on ORS 197.493 and will inform Mike Bowman and Council of the City Attorney opinion. Tracy Young of Falls City informed Council that in the past she moved trailers to different spots about two to three times a month. The next step for the City was to issue Notices of Violations (NOV). Under the Municipal Code, NOV's go before Council. Council authorized Mayor Ungricht to send the letter based on the Conditional Use Permit CUP 05-01.

**B. Council Reports**

Councilor L. Sickles announced that it was Breast Cancer Awareness month. The Boondocks Bar and Grill will hold a Breast Cancer Awareness Drag Queen fundraiser on October 22. The event will be fun and everyone is invited. She expected eighty people to attend and asked Council to consider waiving the rental fees for table and chairs for the event. Council agreed by consensus.

Councilor Drill reported that seven people attended the recent CPR and Emergency Preparedness class led by Sharon Volk Greve of the Volunteer Fire Association. Sharon did a great job. Councilor Drill highly recommended attending the two-hour November CPR class. The class will cover CPR, emergency first aid and emergency preparation.

Councilor Drill invited the audience to the October 25, 2016 open discussion Town Hall Meeting. Two people attended the September Town Hall meeting.

Mayor Ungricht had contacted the person that orders and programs the radios used by the Volunteer Fire Association. Councilors could purchase a radio/scanner programed for NOAA and emergency channels at \$45-50 dollars. The radio would serve as a scanner, unless a City of Falls City Emergency channel could be added; Mayor Ungricht will ask the programmer. Mayor Ungricht planned to take orders for radios at the upcoming Neighborhood Watch meeting. Councilor L. Sickles and Councilor Drill wanted to buy a radio.

Councilor Meier wanted Council to take a strong look at Code Enforcement because citizens think code enforcement is a joke.

Councilor Melin announced that the Economic Development Committee was stalled because they need a Committee secretary.

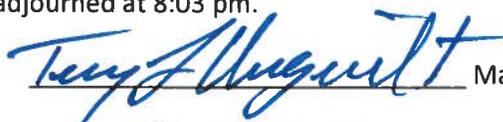
Councilor D. Sickles invited everyone to attend the High School Volleyball game at Dayton High School and the Football Friday night home game.

**8) Council Announcements**

November 10, 2016 at 7:00 PM is the next City Council meeting.  
The Community Thanksgiving Potluck will be on Saturday November 19, 2016.  
The Community Tree Lighting will be on Saturday December 3, 2016

**9) Adjourn**

The meeting adjourned at 8:03 pm.

 Mayor Terry Ungricht

Attested:  City Clerk Domenica Protheroe

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## AGENDA REPORT

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**TO:** CITY COUNCIL  
**FROM:** MAYOR UNGRICHT  
**SUBJECT:** CONTRACT BETWEEN IFA AND FALLS CITY  
**DATE:** 10/12/2016

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### **SUMMARY**

The December 7, 2015 storm event that washed out Mitchell Street at Dutch Creek was awarded FEMA emergency declaration 4258-DR-OR and the City was awarded funding by FEMA to cover 75% of the cost of repairing/replacing the crossing. Staff applied to IFA for funding through their emergency funding program for the remaining 25% of the cost.

### **BACKGROUND**

Council has been updated on the status of the FEMA emergency declaration from the December 7, 2015 storm event. Council has directed staff to apply for the funding and to work with the Federal and State Emergency Management Departments on the permanent repair of this crossing. Council agreed through resolution 16-2016 to have the County manage the project and through resolution 03-2016 to accept the agreement with FEMA for the 75% funding of Dutch Creek crossing.

We were successful in our request for the additional 25% of funding for the project. This resolution will approve the agreement and authorize the Mayor to sign the agreement.

### **PREVIOUS COUNCIL ACTION**

PASSED RESOLUTION 03-2016 ENTERING INTO AN AGREEMENT WITH FEMA TO REPAIR THE RIVER CROSSING.

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

Staff is working to limit the costs of this project to the City, but there will be staff time and some unanticipated costs for the project.

### **STAFF RECOMMENDATION**

Pass Resolution 19-2016.

### **EXHIBIT**

Copy of Agreement.

### **PROPOSED MOTION**

I move that the City Council of the City of Falls City adopt resolution 09-2016, A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF FALLS CITY AND OREGON INFRASTRUCTURE FINANCE AUTHORITY FOR FUNDING ON THE FEMA EMERGENCY DECLARATION ON DUTCH CREEK and authorizes the Mayor to sign the agreement.

**RESOLUTION 19-2016**

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF FALLS CITY AND OREGON INFRASTRUCTURE FINANCE AUTHORITY FOR FUNDING ON THE FEMA EMERGENCY DECLARATION ON DUTCH CREEK.

FINDINGS:

1. The City of Falls City granted through the Federal Emergency Management Agency under declaration DR-4528-OR to cover 75% of project costs on the replacement of the Dutch Creek crossing.
2. The City of Falls City does not have the funds to cover the remaining 25% and submitted an application for emergency funding with the Oregon Infrastructure Authority.
3. The City of Falls City was successful in the grant application and desires to accept the agreement with Oregon Infrastructure Finance Authority and to delegate authority to the City Manager to sign the agreement.

Whereas, the Oregon Infrastructure Finance Authority has accepted and awarded the application for the emergency funding for the Dutch Creek crossing; and

Whereas, the City of Falls City desires to rebuild the Dutch Creek Crossing using a combination of FEMA and IFA funds;

NOW THEREFORE;

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

Section 1. The City Council approves the agreement between the City of Falls City and Oregon Infrastructure Finance Authority for emergency funding on the Dutch Creek Crossing.

Section 2. This Resolution was duly PASSED and ADOPTED by the Falls City Council this Thirteenth (13) Day of October, 2016, and takes effect upon signing by the Mayor.

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terry Ungricht, Mayor

Attest:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Domenica Protheroe, City Clerk

SPECIAL PUBLIC WORKS FUND EMERGENCY PROJECT  
FINANCING CONTRACT

Project Name: Falls City Dutch Creek Crossing Permanent Repairs (FEMA Match)

Project Number: L17002

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority ("IFA"), and the City of Falls City ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

|           |  |
|-----------|--|
| Exhibit A | General Definitions                            |
| Exhibit B | Project Description; Project Special Condition |
| Exhibit C | Project Budget                                 |

**SECTION 1 - KEY TERMS**

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost": \$250,000

"Grant Amount": \$62,500

"Project Closeout Deadline": 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline": 36 months after the date of this Contract.

**SECTION 2 - FINANCIAL ASSISTANCE**

The IFA shall provide Recipient, and Recipient shall accept from IFA, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount; provided however that total disbursements under this Grant shall not exceed the total local matching funds requirement for federal disaster relief or 25 percent of the total Costs of the Project, whichever is less.

**SECTION 3 - DISBURSEMENTS**

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an IFA-provided or IFA-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The IFA's obligation to make and Recipient's right to request disbursements under this Contract shall terminate on the Project Closeout Deadline.

#### SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to Funding Commitment. The IFA's obligations are subject to the receipt of the following items, in form and substance satisfactory to IFA and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
  - (2) Such other certificates, documents, opinions and information as IFA may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, IFA has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
  - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
  - (3) The IFA, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
  - (4) The IFA (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as IFA may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
  - (5) Department receives and approves evidence of (a) OR Emergency Management / FEMA approval of activities as described in the approved Project Worksheet (as described in Exhibit B) and (b) FEMA's payment of 75% of the requested reimbursement.
  - (6) Recipient has delivered documentation satisfactory to IFA that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
  - (7) Any conditions to disbursement elsewhere in this Contract are met.

#### SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the Project Budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the Project Budget without the prior written consent of IFA. Recipient may not use any of the Grant proceeds for costs that are not allowed under the FEMA Project Worksheet described in Exhibit B or not in the Project Budget.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

## SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to IFA:

- A. Estimated Project Cost. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.
- B. Organization and Authority.
  - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
  - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, and (b) incur and perform its obligations under this Contract.
  - (3) This Contract, executed and delivered by Recipient has been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
  - (4) This Contract has been duly executed by Recipient, and when executed by IFA, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to IFA all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in Exhibit B and Exhibit C is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to IFA all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient perform all obligations required by this Contract.
- E. No Defaults.
  - (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
  - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract, and undertaking and completion of the Project.

## SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify IFA of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the road system of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapter 279A, 279B and 279C.
  - (2) State labor standards and wage rates found in ORS Chapter 279C.
  - (3) OAR 123-042-0165 (5) requirements for signs and notifications.
- These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. Recipient shall:
- (1) Provide IFA with copies of all plans and specifications relating to the Project.
  - (2) Provide a copy of the bid tabulation and notice of award to IFA.
  - (3) Permit IFA to conduct field engineering and inspection of the Project at any time.
  - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
  - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the IFA in writing.
  - (6) No later than the Project Closeout Deadline, provide IFA with a final project completion report on a form provided by IFA, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, IFA will be the final judge of the Project's completion.
  - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. The Project is and will continue to be owned by Recipient for ten years after the Project Completion Date. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a "qualified management contract" as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements, for ten years after the Project Completion Date. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to IFA for the on-going operation and maintenance of the Project without reliance on IFA financing and furnish IFA, at its request, with evidence of such adoption. The plan must include

measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, until ten years after the Project Completion Date, insurance policies with responsible insurers or self insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than IFA, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to IFA, not to exceed the Grant Amount, unless IFA agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Unless specifically described in Exhibit B, for ten years after the Project Completion Date, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, IFA may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require payment of IFA's costs related to such consent and be conditioned upon receipt by IFA of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by IFA to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Recipient shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to IFA, not to exceed the Grant Amount, unless IFA agrees otherwise in writing. If Recipient abandons the Project, Recipient shall repay the Grant Amount immediately upon demand by IFA, unless otherwise agreed by IFA.
- H. Condemnation Proceeds. Until ten years after the Project Completion Date, if the Project or any portion is condemned, within 30 days of receipt of any proceeds from such disposition, Recipient shall pay such proceeds to IFA, not to exceed the Grant Amount, unless IFA agrees otherwise in writing.
- I. Records; Accounts. The Recipient shall keep accurate books and records for the use of all Financing Proceeds and the expenditure or utilization of all resources used in the Project, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time.
- J. Inspections; Information. The Recipient shall permit IFA and any party designated by IFA: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as IFA may reasonably require.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity of the Lottery Bonds or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law. Such documentation includes, but may not be limited to, all documentation necessary to establish the uses and investment of the Loan proceeds, all construction contracts and invoices detailing the costs paid

from Loan proceeds, and all contracts related to the uses of the Project, including leases, management contracts and service contracts.

- L. Economic Benefit Data. The IFA may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by IFA.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The IFA encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors200.html](https://www.oregonlegislature.gov/bills_laws/ors/ors200.html). Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise will be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Default. The Recipient shall give IFA prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless IFA and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this Section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- Q. Further Assurances. The Recipient shall, at the request of IFA, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as IFA reasonably determines may be necessary or desirable.
- R. Exclusion of Interest from Federal Gross Income and Compliance with Code.
  - (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds used by IFA to fund the Financing Proceeds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. IFA may decline to disburse Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
  - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of IFA, Recipient shall not permit in excess of ten

percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of IFA, Recipient shall not directly or indirectly use any Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest that is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) is invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist IFA to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. Recipient shall, at the request of IFA, cooperate with IFA to provide information IFA may need to compute any arbitrage rebate payments which may be due in connection with the Lottery Bonds. Recipient shall, at the request of IFA, report any information on expenditure of amounts that are paid to the Recipient under this Contract, which IFA reasonably requires to comply with the arbitrage compliance and rebate requirements which apply to the Lottery Bonds. The Recipient shall pay to IFA such amounts as may be directed by IFA to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds. The Recipient further shall reimburse IFA for the portion of any expenses it incurs related to the Financing Proceeds that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon IFA’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing IFA with any information and documentation that IFA reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Grant may be funded with the proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.

## SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, or in any document provided by Recipient related to the Project, or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. Recipient fails to perform any obligation required under this Contract, other than that referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by IFA. The IFA may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, IFA may pursue any or all remedies in this Contract, and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
  - (1) Terminating IFA’s commitment and obligation to make the Grant or disbursements under the Contract.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by IFA pursuant to section 9.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by IFA; second, as applicable, to repay any Grant proceeds owed; third, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to IFA is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The IFA is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by IFA. In the event IFA defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of IFA’s obligations.

## SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
  - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.



recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to IFA by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

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

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

J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

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



**STATE OF OREGON**  
acting by and through the  
Oregon Infrastructure Finance Authority



**CITY OF FALLS CITY**

By: \_\_\_\_\_  
Robert Ault, Manager  
Program Services Division

By: \_\_\_\_\_  
The Honorable Terry Ungricht  
Mayor of Falls City

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

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

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
Not Required per OAR 137-045-0030

## EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by IFA dated 5 October 2016.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, IFA or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan or Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

## EXHIBIT B - PROJECT DESCRIPTION

The Recipient, with the assistance of a professional engineer licensed in Oregon, shall complete engineering and construction activities for the replacement of the culvert known as “Dutch Creek Crossing” as per FEMA standards and requirements and all state and local regulations, and as allowed by FEMA project worksheet PA-10-OR-4258-PW-00069.



Exhibit B

GreentHaven RV Pk

10-13-16

To Falls City Council,

On Oct. 3 a friend and I traveled to West Salem Oregon Code Office to inquire about RV Park Laws and rules to get current information. We explained to the man in charge about our situation. He went back and brought out this amendment to ORS 90-155.90-300. This amendment was passed in 2005. The city was unaware as were we.

I hope we can put this behind us and move on to better days. We intend to follow this state law which was not you or us, but for the tenants. Only landlord and tenants laws apply now same as for all rentals in Oregon.

Please find our application and rules we are now implimenting. Especially note # 15 concerning police calls.

Thanks a lot,

Dick Bowman's family

(2) 'Recreational vehicle park':

(a) Means a place where two or more recreational vehicles are located within 500 feet of one another on a lot, tract or parcel of land under common ownership and having as its primary purpose:

(A) The renting of space and related facilities for a charge or fee; or

(B) The provision of space for free in connection with securing the patronage of a person.

(b) Does not mean:

(A) An area designated only for picnicking or overnight camping; or

(B) A manufactured dwelling park or mobile home park. + )

SECTION 12. { + (1) A state agency or local government may not prohibit the placement or occupancy of a recreational vehicle, or impose any limit on the length of occupancy of a recreational vehicle, solely on the grounds that the occupancy is in a recreational vehicle, if the recreational vehicle is:

(a) Located in a manufactured dwelling park, mobile home park or recreational vehicle park;

(b) Occupied as a residential dwelling; (and)

(c) Lawfully connected to water and electrical supply systems and a sewage disposal system.

(2) Subsection (1) of this section does not limit the authority of a state agency or local government to impose other special conditions on the placement or occupancy of a recreational vehicle. + }

ORS 90.725 ?



ORS.  
197.492  
197.493

SECTION 13. { + Section 14 of this 2005 Act is added to and made a part of ORS 90.100 to 90.459. + }

SECTION 14. { + (1) If a tenancy is for the occupancy of a recreational vehicle in a manufactured dwelling park, mobile home park or recreational vehicle park, all as defined in section 11 of this 2005 Act, the landlord shall provide a written rental agreement for a month-to-month, week-to-week or fixed-term tenancy. The rental agreement must state:

(a) If applicable, that the tenancy may be terminated by the landlord under ORS 90.427 without cause upon 30 days' written notice for a month-to-month tenancy or upon 10 days' written notice for a week-to-week tenancy.

(b) That any accessory building or structure paid for or provided by the tenant belongs to the tenant and is subject to a demand by the landlord that the tenant remove the building or structure upon termination of the tenancy.

(c) That the tenancy is subject to the requirements of section 12 (1) of this 2005 Act for exemption from placement and occupancy restrictions.

(2) If a tenant described in subsection (1) of this section moves following termination of the tenancy by the landlord under ORS 90.427, and the landlord failed to provide the required written rental agreement before the beginning of the tenancy, the tenant may recover the tenant's actual damages or twice the periodic rent, whichever is greater.

(3) If the occupancy fails at any time to comply with the requirements of section 12 (1) of this 2005 Act for exemption

## RECREATIONAL PARK RULES AND REGULATIONS

1. All recreational vehicles must be in good condition with sewer, water and electrical connections in good working order. All units must be approved by Park management prior to moving in if more than 10 years old. No pickup/campers by the month with prior approval.

2. Sewer and sink waste water connections must be airtight. State law prohibits wastewater to run on any ground.

3. Monthly rents are due on the **first day of the rental period** and will be considered late after 12:00 midnight on the 7th day, and by 12:00 midnight on the 4th day following the due date if renting weekly. A charge of **\$25.00** will be assessed on late rents. Checkout time is 1:00 pm.

4. Pets will be limited to one small (15-20 pounds) dog or indoor cat **unless otherwise approved by management**. All dogs must be on a leash or under the owner's control while being exercised and will at no time be allowed to run at large in the Park. Pet droppings must be picked up immediately and put in to a airtight container and disposed of in dumpster. Dogs must not be left outside unattended while owners are away. (We do not accept Pit Bull breeds, Chows, Rottweiler's, Doberman Pinschers, German Shepherds or any dogs with a known bite history.)

5. Commercial business operations inside the Park are prohibited. Solicitation is not allowed unless approved by management.

6. Quiet hours are from 10:00pm to 8:00am. Radios, TV, musical instruments or other equipment which produces noise (e.g. cell phones, tablets, laptops) must be operated at a level that will not disturb other residents in the Park. Residents and their guests will not operate radios, CD players, etc. inside vehicles with the volume at a level which can be heard outside the vehicle.

7. Alcoholic beverages and smoking are not allowed in restrooms, laundry rooms or community buildings in the Park. **Marijuana use is only allowed inside TENANT'S residence. No public consumption of marijuana is allowed in the Park.**

8. Leaking roofs on RV units must be repaired. Tarps or other coverings on roofs will not be allowed unless approved by management for a short period of time.

9. Sites are to be kept clear of clutter. Items must not be stored under motor homes or RV trailers.

10. Motorcycles, mini-bikes and other similar vehicles may be used for transportation in and out of the Park only. All motorized vehicles must be properly muffled. Site will accommodate only two motor vehicles. No ATVs are to be operated in the Park.

11. No heavy auto repairs are allowed. Please check with management if you need to make a minor repairs to your vehicle.

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12. Residents are responsible for their guests, pets and others in their control. If damage to Park property occurs as a result of the actions or negligence of residents or their guests, resident may be liable for cost of repairs to and/or replacement of such property.

13. Heat tape will be installed by TENANT on water pipes leading from the outside connection to the RV during winter months. **During freezing weather it may be necessary to allow faucets to run slightly inside the unit and maintain heat to pipes by opening cupboard doors beneath sinks.**

14. **Speed limit in the Park is 10 mph at all times.** Please watch for bicycles and pedestrian traffic.

15. 3 or more unnecessary police contacts in a month. You will be asked to leave park  
\_\_\_\_\_ read and sign.

**RECREATIONAL VEHICLES RENTAL AGREEMENT**

TENANT: \_\_\_\_\_

TENANT ADDRESS: \_\_\_\_\_ SPACE #: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

RV MAKE/MODEL \_\_\_\_\_ YEAR: \_\_\_\_\_

LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_ LENGTH \_\_\_\_\_

DATE IN: \_\_\_\_\_ DATE OUT: \_\_\_\_\_

The parties agree as follows:

1. LANDLORD rents to TENANT the space referred to above. The rent amount shall be \$ \_\_\_\_\_ per week per month \$ \_\_\_\_\_.
2. TENANT agrees to read and comply with all park rules and regulations (INITIALS \_\_\_\_\_)
3. If this is a week to week tenancy, LANDLORD may terminate the tenancy upon 10 days written notice to tenant. If this is a month to month tenancy, LANDLORD may terminate the tenancy upon 30 to 60 days written notice to tenant.
4. NOTICES FROM LANDLORD TO TENANT. The persons authorized to act for and on behalf of the LANDLORD for the purpose of service or process and receipt of notices and demands are: Richard Bowman, residing at 200 Church St., Falls City, OR 97344. Phone 503-787-4510. Notices may be served by attaching in a secure manner to the main entrance of the dwelling unit and mailed first class.
5. NOTICES FROM TENANT TO LANDLORD. Notices from TENANT TO LANDLORD may be delivered to the Green Haven RV Park, LLC in person or mailed first class to Green Haven RV Park LLC 200 Church St., Falls City, OR 97344.
6. The tenancy is subject to the requirement of ORS 197.493(1) for exemption from placement and occupancy restrictions.
7. If the occupancy fails at any time to comply with the requirements of ORS 197.493(1) for exemption from the placement and occupancy restrictions and a state agency or local government requires the tenant to move as a result of non compliance, the TENANT may recover the TENANTS actual damages or twice the periodic rent, whichever is greater. This subsection does not apply if the noncompliance was caused by the TENANT.
8. If the LANDLORD fails to provide the TENANT with a written agreement before the beginning of the tenancy, and if the TENANT moves following termination of the tenancy by the LANDLORD under ORS 90.427, TENANT may recover the TENANTS actual damages or twice the periodic rent, whichever is greater.
9. TENANT agrees not to permit or allow any act to be done within the premises which violates any law, statute, rule or regulation.
10. TENANT agrees to hold harmless Green Haven RV Part, LLC for any act by other TENANT'S guests or pets that causes personal harm or damage to the property or person of TENANT. TENANT is required to provide insurance for all vehicles operated on the premises of the park and to maintain rented space in a safe and sanitary manner.

Initial that you have read the terms above \_\_\_\_\_