

City of Falls City  
City Council Regular Meeting  
Meeting Minutes  
August 11, 2016

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, Julee Bishop

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

Mayor Ungricht called the meeting to order at 6:00 PM.

**1) Roll Call**

Clerk Protheroe took roll call. Councilor L. Sickles arrived at 6:08 PM

**2) Pledge of Allegiance**

Mayor Ungricht led the pledge.

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

A motion was made by Councilor D. Sickles and seconded by Councilor Meier to adopt the entire agenda with the addition of Item F. Motion carried 5-0-0. Ayes: Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop

**4) Consent Agenda**

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

**5) Public Comments**

Tracy Young of Falls City reported she heard a rumor that the City will bring in security guards. She recommended a retired police officer stationed in the RV Park. She asked for the status of the discussion with Polk County Sheriff Office about enforcing our Ordinances. Ms. Young reported that her neighbor across the street is very loud at night and disturbs her sleep. May Ungricht stated if the City hired a police officer they would need to be certified under State Law and insurance for would be costly, whereas security guards would not receive benefits and would provide the insurance.

**6) New Business**

**A. Emergency Preparedness Group (EPG)**

The EPG has focused on two major natural disasters: EMP-Electronic Magnetic Pulse and Earthquakes. Councilor Drill suggested that Council create a local point of contact from the top down, a local process of declaring a disaster, and a local process for declaring martial law. She welcomed Council's input. Mayor Ungricht encouraging another Polk County Citizen Emergency Response Team (CERT) class for citizens. Several citizens had attended a recent CERT classes, and several other citizens were active members of CERT. He recommended contacting Kimber Townsend of CERT for sample plans. Clerk Protheroe offered to provide the Emergency Declaration guidelines manual for cities. Councilor Drill wanted the focus to stay local and emphasizes the need for local decisions should both the County and State be unavailable. Council discussed local points of contacts. Councilor Drill asked Councilors to give her feedback and to encourage neighbors to prepare for a disaster.

**B. Falls City Alliance Property**

The City had not received the written grant notification and therefore the total amount of the grant and requirements of the grant were unknown. Polk County Community Development Corporation had provided a written report on the Falls City Alliance loan that included the loan payoff amount and the amount of payments made to date. The remaining balance on the loan was \$70,000. It was anticipated that after applying the acquisition grant to the loan balance, the loan payment would be \$235.11. Mayor Ungricht hoped to have grant documents available at the September or October Council meeting.

**C. Polk County Natural Hazard Mitigation**

Appendix C Falls City of the Polk County Multi-Jurisdictional Hazard Mitigation Plan was distributed to City Councilors (Exhibit A).

Mayor Ungricht reported that the mitigation plan update project resulted from a Federal Emergency Management Agency (FEMA) lawsuit regarding endangered species on rivers. Clerk Protheroe provided an overview of the update project and the timeline. A new tab called Hazard Mitigation Plan had been added to [www.fallscityoregon.gov](http://www.fallscityoregon.gov) to provide the public information on the plan and the process. Mayor Ungricht invited input from the public and from Councilors.

**D. Committee Appointments**

Jim Partridges' application for the Park and Recreation Committee was distributed to City Councilors (Exhibit B).

Mayor Ungricht confirmed that Councilor Melin could vote on the motion.

A motion was made by Councilor D. Sickles and seconded by Councilor L. Sickles that Falls City Council grant its consent to appoint Linda Melin and Racheal Burks to the Economic Development Committee and to appoint Racheal Burks to the Historical Landmark Commission and to appoint Jim Partridge to the Parks and Cemetery [Recreation] Committee. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop.

**E. August 4, 2016 Work Session**

Mayor Ungricht reported that 72 people had attended the Work Session of which 17 signed up for the Neighborhood watch program. A neighborhood watch kickoff meeting will be scheduled with the Polk County Sheriff. Citizens have pledged a total of \$600.00 for cement barricades for the Michael Hardy (Lower) Park. One bid for the barricades was \$1,200 for fifteen barricades. Councilor Drill reported that Fire Chief Bob Young requested emergency vehicle access to the river from both the north and south side; the north side would provide the main access. He had suggested digging a ditch and installing large boulders or installing metal pipes that could be removed to allow access for emergency vehicles. Council considered whether to contact Weyerhaeuser and ask for a gate. Mayor Ungricht requested direction from Council. Councilor Melin, Councilor Drill, and Councilor Meier thought a barrier was needed. Councilor L. Sickles suggested that a survey asking for public opinion. Councilor Drill did not agree with a survey because there had been issues for years and it was time to take action. Parks and Recreation Committee Chair Janelle Anzalone did not support barriers. She reported the kids had cleaned up the blackberry vines in the park to allow clear access. Councilor D. Sickles stated emergency vehicles could have access issues if vehicles are parked in the park. He supported a survey because a significant number of people had voiced opposition at the Work Session. The results of the survey would help guide the Council vote, but Council would also need to consider public safety. Council discussed the existing designated area parking sign

but did not agree if the parking was clearly designated. Boulders were installed in the past only to be moved by park goers to allow vehicle access. Janet and Jeff Propp discussed the aggressive nature of people in the park towards park neighbors. Mayor Ungricht closed the audience discussion. Mayor Ungricht will bring costs and a plot plan map to Council before taking action. The plan will consider emergency vehicle access.

A motion was made by Councilor Drill and seconded by Councilor Meier to proceed with the barricades at the Michael Harding Park. Motion carried 4-3-0. Ayes: Jennifer Drill, Tony Meier, Julee Bishop. Mayor Ungricht voted in favor of the motion to break the tie vote. Nays: Lori Jean Sickles, Gerald Melin, Dennis Sickles.

Mayor Ungricht referred Council to the budget on page 51 of the meeting packet. He asked Council to identify the budget line item that will be used to pay for the purchase of unbudgeted items, such as the barricades, when making a motion approving purchases.

The camera bids came in higher than expected at \$9,200 for City Hall and the Fay Wilson Memoria Park, \$3,400 for the Upper Park and \$3,400 for the Fire Station. A camera could not be installed in the Falls Park due to the lack of power. Mayor Ungricht will look for less expensive cameras because the City could not afford the bid amounts.

#### **F. City Engineer**

The City Engineer Agenda report was distributed to City Councilors (Exhibit C). The final signed contract would be put before Council.

A motion was made by Councilor Meier and seconded by Councilor L. Sickles that the Falls City Council grant its consent to allow Mayor Ungricht to execute the contract with minor changes to be agreed to by the City Attorney, Westech, and the Mayor. Motion carried 6-0-0. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Gerald Melin, Dennis Sickles, Julee Bishop.

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

#### **A. Mayors Report**

Two recirculation tank pumps were repaired after they went offline. All three pumps are back online. The City would ask the City Engineer, once hired, to find a solution for the flanges that are not sealing correctly on two of the three pumps. Mayor Ungricht hoped the resolution would not be too costly, because he hoped the city would move forward with the Wastewater Facility upgrade.

A large power surge had shut down the water plant. The electrician informed Public Works that the surge had also shut down the Luckiamute Plant. The surge was very strong and destroyed the battery backup and surge protector; a new unit had been purchased for \$99.00 from COSTCO. Mayor Ungricht thanked Don Poe and Karl (Corky) Wagner for working over the weekend to recover from the power surge, including draining the clear well.

Oregon Health Authority inspected the treatment plan. The inspection report had not yet been received, but Public Works felt the inspection went well. Assumed deficiencies included the lack of a Cross Connection Specialist. Additionally, we will be required to change how we collect lead and copper samples. Councilor D. Sickles requested additional details about collecting lead and copper samples. Mayor Ungricht stated the City collects samples from ten (10) homes built between the late 1960's to late 1980's every 3 years. If high levels were found, the City would be required to use soda ash for treatment of all water flowing through the treatment plant, even though the issue resides with residential pipes.

Almost ten household have requested that the South Main Street pavement company contact them for extra work. The engineer will inspect the new catch basin next week.

The annual audit was conducted on Monday. The annual workers compensation audit was in process.

Rose Bajorins, Shane Curry, Charlotte Ungricht, Councilor Dennis Sickles, and Mayor Ungricht received training from Portland State University (PSU) to collect income surveys door to door from the wastewater users who have not responded by mail or phone. The group was able to complete roughly half of the remaining surveys needed over the weekend. Mayor Ungricht thanked all responding to the survey and thanked the survey volunteers. He anticipated that the City would receive a decision from the Infrastructure Finance Authority (IFA) on the income survey in time to apply in the October grant cycle for Community Development Block Grant (CDBG) funding for wastewater plant. He would reach out for letters of support for the project.

Mayor Ungricht apologized for getting the City Council Agenda Packet out late.

Mayor Ungricht encouraged City Council to talk to citizens about the library levy and stated that Council and the School Board had agreed on a joint meeting in September.

Mayor Ungricht requested approval for reimbursement for lodging for upcoming Small Water System Training in Seaside. The training was free. City Council agreed by consensus.

The City was not awarded the Fire Grant for self-contained breathing apparatus. Notification on the grant for radios had not been received yet. The city needed to purchase four radios at \$460.00.

## **B. Council Reports**

Councilor Drill asked if the bathrooms at the Upper Park had been locked as directed by Council. Mayor Ungricht reported that the restroom had not been locked and he was working with the Sheriff's office.

Councilor Drill asked where residents should park during the South Main Street paving project. Residents were concerned about the safety of parked vehicles. Don Poe reported the project was scheduled be completed in one day. One lane of traffic would be open during the project. Driveways would be usable at night. Residents could park in the Old Mill lot if needed. Councilor Meier offered parking at the Church. Mayor Ungricht asked residents to be respectful of new pavement.

Councilor Drill asked for a status of Green Haven RV Park agreement. Mayor Ungricht and Councilor Meier had inspected the RV Park earlier in the day. They were a few empty spots. Councilor D. Sickles had also driven though the RV Park several times and found the area similar to other areas. Councilor Meier wanted a deadline established for RV to move, as required by the Conditional Use Permit. Mayor Ungricht planned to meet with Mike Bowman to audit the Recreation Vehicles in order to establish a move date and to check on reporting of VIN numbers. Councilor Drill wanted to meet with Mike Bowman.

Mayor Ungricht informed Councilor Drill that the investigation of the house fire at 279 Mill Street was still open. He would meet with the homeowner to discuss the cleanup and the need

to cap the sewer connection in order to prevent Infiltration/Inflow (I/I). He would also ask if they wanted to donate the property to Falls City.

Councilor Drill complimented the Polk County Sheriff's Department for responding quickly to the report of a Falls City runaway teenager. The teenage was located quickly.

Councilor Meier noted several concerns with the Green Haven RV Park, including trailers visible from the street, which was not allowed by the Conditional Use Permit. He was told the area was an overflow area, which the Conditional Use Permit did not list as part of the approved use. Mayor Ungricht informed Council that he had asked Councilor Meier to keep notes on conditions found in the Green Haven RV Park.

Councilor Melin thanked Council for adding Rachael Burks and Linda Melin to the Economic Development Committee.

Westly Richardson asked City Council for a noise permit for his annual birthday party. Council gave their approval by consensus noting that the City had not received complaints for the 2015 party.

**8) Council Announcements**

September 8, 2016 at 6:00 PM is the next City Council meeting.

**9) Adjourn**

The meeting adjourned at 7:13 pm.



Mayor Terry Ungricht

Attested:



City Clerk Domenica Protheroe

Exhibit A

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(33 pages)

**Appendix C**  
**Falls City**



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This appendix contains the specific information about Falls City, Oregon to support the Polk County Multi-Jurisdictional Hazard Mitigation Plan update.

This section further supports the Falls City's planning process by listing Steering Committee membership, documenting public outreach efforts, and summarizing the review and incorporation of existing plans, studies, and reports used to develop this MHMP.

**DMA 2000 Requirements: Planning Process**

**Multi-Jurisdictional Planning Participation**

**Requirement §201.6(a)(3):** Multi-jurisdictional plans (e.g., watershed plans) may be accepted, as appropriate, as long as each jurisdiction has participated in the process ... Statewide plans will not be accepted as multi-jurisdictional plans.

**Element**

- Does the new or updated plan describe how each jurisdiction participated in the plan's development?
- Does the updated plan identify all participating jurisdictions, including new, continuing, and the jurisdictions that no longer participate in the plan?

**Planning Process**

**Requirement §201.6(b):** An open public involvement process is essential to the development of an effective plan.

**Documentation of the Planning Process**

**Requirement §201.6(b):** In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:

**Element**

- An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
- An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia, and other private and nonprofit interests to be involved in the planning process; and
- Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

**Requirement §201.6(c)(1):** [The plan shall document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

**Element**

- Does the plan provide a narrative description of the process followed to prepare the new or updated plan?
- Does the new or updated plan indicate who was involved in the planning process? (For example, who led the development at the staff level and were there any external contributors such as contractors? Who participated on the plan committee, provided information, reviewed drafts, etc.?)
- Does the new or updated plan indicate how the public was involved? (Was the public provided an opportunity to comment on the plan during the drafting stage and prior to the plan approval?)
- Does the new or updated plan discuss the opportunity for neighboring communities, agencies, businesses, academia, nonprofits, and other interested parties to be involved in the planning process?
- Does the planning process describe the review and incorporation, if appropriate, of existing plans, studies, reports, and technical information?
- Does the updated plan document how the planning team reviewed and analyzed each section of the plan and whether each section was revised as part of the update process?

Source: FEMA, July 2008.

Falls City is dedicated to mitigating potential natural and technological hazard threats to its population and infrastructure. To fulfill that goal, the City organized a Hazard Mitigation Plan development Steering Committee dedicated to identifying hazard threats and developing actions that can be taken to mitigate damage and life losses from those threats.

Table C-1 contains the City's Steering Committee participant list to augment the Polk County MHMP planning elements.

**Table C-1. Falls City Steering Committee**

<b>Name</b>	<b>Agency/Department/Affiliation</b>
Keith Moes (Steering Committee Leader)	Community Development Coordinator
Suzanne Dufner	WVCOG Planner
Donovan Watkins	Planning Committee Member
Jeff Smera	Planning Committee Member
Darrin Fleener	Falls City Mayor
City Council	
Don Poe	Public Works Supervisor
Robert Young	Fire Chief
<b>Community Members</b>	
Rick Zunk	Long-term resident-active/concerned community member, historical knowledge
Barbara Spencer	Produces community newsletter active/concerned community member

Table C-2 contains the summary of the City's public involvement and planning meeting activities.

**Table C-2. Public Involvement Mechanisms**

<b>Mechanism</b>	<b>Description</b>
April Kickoff Newsletter	Explained plan development process and solicited input and comments.
Newsletter	Public Announcement and Invitation to Risk Assessment Review Public Meeting, August 14, 2008
August 14, 2008 Countywide Public Meeting, 10 a.m., 2 p.m., & 6 p.m., Polk County Council Chambers, Dallas, OR	Presented draft risk assessment results and provided opportunity to comment.
Newsletter	The Falls, Small community newsletter article

**CAPABILITY ASSESSMENT**

Table C-3, C-4, and C-5 contain the City's resources used to support planning activities, including the reports and studies reviewed as part of the update process.

**Table C-3. Falls City's Legal and Regulatory Resources Available for Hazard Mitigation**

<b>Regulatory Tool</b>	<b>Name</b>	<b>Effect on Hazard Mitigation</b>
<b>Plans</b>	Emergency Operations Plan (2006)	Identifies emergency planning, policies, procedures, and response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies.
	Falls City Comprehensive Plan (1980) Falls City Charter	Defines governance, development, infrastructure, and responsibilities. Defines governance.
<b>Programs</b>	National Flood Insurance Program (NFIP)	Makes affordable flood insurance available to homeowners, business owners, and renters in participating communities. In exchange, those communities must adopt and enforce minimum floodplain management regulations to reduce the risk of damage from future floods.
<b>Policies (Municipal Codes)</b>	Building Regulations Falls City Code	Adopts and enforces the Oregon Building Code. Defines building requirements for the city, guides city governance, and contains floodplain ordinances.
	Falls City Zone and Development Ordinance	Restricts building in hazard zones.

**Table C-4. Falls City's Administrative and Technical Resources for Hazard Mitigation**

<b>Staff/Personnel Resources</b>	<b>Department/Division Position</b>
Planner(s) or engineer(s) with knowledge of land development and land management practices	City Engineer: Contract John McGee Company City Planner Suzanne Dufner Mid Willamette Council of Governments (COG)
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	Infrastructure
Planner(s) or engineer(s) with an understanding of manmade or natural hazards	Yes- Planner Suzanne Dufner COG
Floodplain manager	Suzanne Dufner COG
Personnel skilled in GIS and/or HAZUS-MH	Yes, Keith Moes, no capability in Falls City GIS accomplished by COG
Director of Emergency Services	No
Finance (grant writers, purchasing)	City Recorder/City Finance Manager Keith Moes
Public Information Officers	Mayor and City Recorder

**Table C-5. Falls City's Financial Resources for Hazard Mitigation**

<b>Financial Resources</b>	<b>Effect on Hazard Mitigation</b>
General funds	yes
Authority to levy taxes for specific purposes	(Measure 5 or Measure 50) w/ a cap w/ voter approval (cannot exceed cap)
Incur debt through general obligation bonds	Yes can increase city funding capability
Incur debt through special tax and revenue bonds	yes
Incur debt through private activity bonds	no
Hazard Mitigation Grant Program (HMGP)	FEMA funding which is available to local communities after a Presidentially-declared disaster. It can be used to fund both pre- and post-disaster mitigation plans and projects.
Pre-Disaster Mitigation (PDM) grant program	FEMA funding which available on an annual basis. This grant can only be used to fund pre-disaster mitigation plans and projects only.
Flood Mitigation Assistance (FMA) grant program	FEMA funding which is available on an annual basis. This grant can be used to mitigate repetitively flooded structures and infrastructure to protect repetitive flood structures.
United State Fire Administration (USFA) Grants	The purpose of these grants is to assist state, regional, national or local organizations to address fire prevention and safety. The primary goal is to reach high-risk target groups including children, seniors and firefighters.
Fire Mitigation Fees	Finance future fire protection facilities and fire capital expenditures required because of new development within Special Districts.

**Hazard Identification and Screening**

The following section defines hazard identification as stipulated in DMA 2000 and its implementing regulations.

**DMA 2000 Requirements: Risk Assessment: Identifying Hazards**

**Identifying Hazards**  
**Requirement §201.6(c)(2)(i):** [The risk assessment shall include a] description of the type of all natural hazards that can affect the jurisdiction.  
**Element**  
 ■ Does the new or updated plan include a description of the types of all natural hazards that affect the jurisdiction?  
 Source: FEMA, July 2008.

Falls City’s Steering Committee determined that the following hazards (identified with an X) could potentially threaten the community. Those hazards identified with an (\*) are newly identified by the county as part of the update process.

<i><b>Natural Hazards</b></i>	
Flood	X
Winter Storm (Drought & ENSO*)	X
Landslide	X
Wildland Fire	X
Earthquake	X
Volcano	X
Wind	X
Erosion*	X
Expansive Soils	
<i><b>Technological Hazards</b></i>	
Dam Failure	
Disruption of Utility and Transportation Systems	X
Hazardous Materials	
Terrorism	

## **OVERVIEW OF VULNERABILITY ANALYSIS**

This section summarizes community specific vulnerability information for Falls City to augment the MHMP development process. It comprises:

- An identification of the types and numbers of existing vulnerable buildings, infrastructure, and critical facilities and, if possible, the types and numbers of vulnerable future development.
- Estimate of potential dollar losses to vulnerable structures and the methodology used to prepare the estimate.
- Assess each jurisdiction's risks where they vary from the risks facing the entire planning area.

The following section defines vulnerability analysis as stipulated in DMA 2000 and its implementing regulations.

### **DMA 2000 Requirements: Risk Assessment, Assessing Vulnerability, Overview**

#### **Assessing Vulnerability: Overview**

**Requirement §201.6(c)(2)(ii):** [The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.

#### **Element**

- Does the new or updated plan include an overall summary description of the jurisdiction's vulnerability to each hazard?
- Does the new or updated plan address the impact of each hazard on the jurisdiction?

Source: FEMA, July 2008.

### **DMA 2000 Requirements: Risk Assessment, Assessing Vulnerability, Addressing Repetitive Loss Properties**

#### **Assessing Vulnerability: Addressing Repetitive Loss Properties**

**Requirement §201.6(c)(2)(ii):** [The risk assessment] must also address National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged by floods.

#### **Element**

- Does the new or updated plan describe vulnerability in terms of the types and numbers of repetitive loss properties located in the identified hazard areas?

### **DMA 2000 Recommendations: Risk Assessment, Assessing Vulnerability, Identifying Structures**

#### **Assessing Vulnerability: Identifying Structures**

**Requirement §201.6(c)(2)(ii)(A):** The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area.

#### **Element**

- Does the new or updated plan describe vulnerability in terms of the types and numbers of existing buildings, infrastructure, and critical facilities located in the identified hazard areas?
- Does the new or updated plan describe vulnerability in terms of the types and numbers of future buildings, infrastructure, and critical facilities located in the identified hazard areas?

Source: FEMA, July 2008.

Falls City actively participates in FEMA's NFIP and has implemented floodplain policies, regulations, and ordinances to protect their threatened population and infrastructure to assure NFIP compliance.

The City's Mitigation Strategy identified and analyzed potential flood mitigation actions that would fulfill NFIP initiatives, specifically addressing RL properties to assure an effective flood mitigation program.

**DMA 2000 Recommendations: Risk Assessment, Assessing Vulnerability, Estimating Potential Losses**

**Assessing Vulnerability: Estimating Potential Losses**

**Requirement §201.6(c)(2)(II)(B):** [The plan should describe vulnerability in terms of an] estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(I)(A) of this section and a description of the methodology used to prepare the estimate.

**Element**

- Does the new or updated plan estimate potential dollar losses to vulnerable structures?
- Does the new or updated plan describe the methodology used to prepare the estimate?

Source: FEMA, July 2008.

**DMA 2000 Recommendations: Multi-Jurisdictional Risk Assessment**

**Assessing Vulnerability: Multi-Jurisdictional Risk Assessment**

**Requirement §201.6(c)(2)(III):** For multi-jurisdictional plans, the risk assessment must assess each jurisdiction's risks where they vary from the risks facing the entire planning area

**Element**

- Does the new or updated plan include a risk assessment for each participating jurisdiction as needed to reflect unique or varied risks?

Source: FEMA, July 2008.

## **VULNERABILITY ANALYSIS**

### **Asset Inventory**

Asset inventory is the first step of a vulnerability analysis. Assets within each community that may be affected by hazard events include population, residential and nonresidential buildings, critical facilities, and infrastructure.

The asset inventory delineates the City's existing building and infrastructure assets and insured values and are identified in detail in Tables C-6A and C-7.

Table C-6B provides an inventory of NFIP policies and historical claims.

Tables C-8, C-9, and C-10 portray the City's critical infrastructure numbers and values, and their potential vulnerability by hazard type.

Falls City seeks to protect its population by supporting Polk County and Oregon State initiatives, ordinances, building codes, and development regulations. One of the most important initiatives is to prohibit or not allow future development of buildings, infrastructure and critical facilities in identified high hazard areas. Any essential infrastructure component will undergo stringent review to ensure potential hazard risk will be mitigated.

### **Population and Building Stock**

Population data listed in Table C-6A were obtained from the 2000 U.S. Census and Portland State University. It comprises census block level data, and estimates from university conducted community research. The City's existing building and infrastructure and insured values are identified in Tables C-6A and C-7.

**Table C-6A. Falls City's Estimated Population and Building Inventory**

2000 Census	Population		Residential Buildings	
	Estimated 2005 Census	Estimated 2007 Census <sup>2</sup>	Total Building Count	Total Value of Buildings (\$) <sup>1</sup>
966	960	965	440	42,636,000

Source: FEMA HAZUS-MH, Version 2006 and U.S. Census 2000.

<sup>1</sup> Average insured structural value of all residential buildings (including single-family dwellings, mobile homes, etc., is \$96,900 per structure).

<sup>2</sup> Portland State University (PSU) 2007 Oregon Population Report.

**Table C-6B. Falls City's NFIP Insurance Report**

City of	Total Premiums (\$)	Policies A-Zone	Total Policies	Total Coverage (\$)	Average Premium (\$)	Total Claims Since 1978	Total Paid Since 1978 (\$)	Rep Loss Properties <sup>2</sup>
Falls City	249	0	1	175,000	249.00	0	0	0

Source: FEMA NFIP Insurance Report June 23, 2008

FEMA SQANet.

<sup>2</sup>Content and building claims.

**Table C-7. Falls City's Critical Facilities and Infrastructure**

Facility Type	Name / Number	Address	Value <sup>1</sup>
Government	US Post Office	123 Parry Street	\$667,090
	City Hall/	299 Mill Street	\$38,897
	Public Works Maintenance Shop	299 Mill Street	\$133,000
	City Maintenance Storage Bldg	120 Parry Rd	\$155,000
	Wagner Library	111 N Main Street	\$155,967
Emergency Response	Fire Station/Community Center	310 N Main Street	\$3,000,000
Educational	Falls City Elementary School K-8	177 Prospect Avenue	\$983,050
	Falls City High School	81 E North Main Street	\$950,000
Care Facility	Luckiamute Clinic	304 N Main Street	\$100,000
Community	George Kitchen Memorial Park		Unknown
	Michael Harding Memorial Park		Unknown
	Fran Wilson Memorial Park		Unknown
	Grace Family Fellowship	401 Lombard Street	Unknown
	United Methodist Church	242 N Main Street	Unknown
State and Federal Highways	Seventh-Day Adventist Church	205 N Main Street	Unknown
	Lower Cemetery		Unknown
	Upper Cemetery		Unknown
	First Christian Church	233 S Main St	\$280,550
	Free Methodist Church	257 N Main St	\$133,540
Bridges	Luckiamute Falls Park		Unknown
	Hwy 223 N/S route		Unknown
	Little Luckiamute River Bridge	500 Main Street	\$3,500,000
Utilities	Steel Foot Bridge	299 Mill St	\$151,000
	Wood Foot Bridge	Foot of Dayton St	\$180,000
	Teal Creek Water Treatment Plant & water storage tank	6666 Teal Creek Rd	\$3,769,000
	Wastewater Treatment Plant with sand trap	111 N Main St	\$1,650,000

**Sources:**

FEMA HAZUS-MH, local jurisdictions.

<sup>1</sup>Estimated and/or insured structural value for critical facilities and estimated values for critical infrastructure.

NA = Not Available.

**VULNERABILITY ANALYSIS**

The vulnerability analysis development process is thoroughly discussed in the main body of the Polk County MHMP, Section 6, which generated the following Hazard Exposure Analysis Overviews. Tables C-8, C-9, and C-10 depict in tabular form results obtained from the GIS analysis depicted in hazard figures located in Appendix F.

**Table C-8. City of Dallas Potential Hazard Exposure Analysis Overview-Population and Buildings**

Hazard Type	Hazard Area	Methodology	Population Number	Buildings			
				Residential Number	Residential Value (\$) <sup>1</sup>	Non-Residential Number	Non-Residential Value (\$) <sup>1</sup>
Flood	Moderate	500-year floodplain	--	74	7,170,600	--	--
	High	100-year floodplain	--	74	7,170,600	--	--
Winter Storm		descriptive	965	440	42,636,000	--	--
Landslide	Moderate	>14-32 degrees	--	419	40,601,100	--	--
	High	>32-56 degrees	--	206	19,961,400	--	--
Wildland Fire	Moderate	Moderate fuel rank	--	439	42,539,100	--	--
	High	High fuel rank	--	415	40,213,500	--	--
	Very High	Very high fuel rank	--	250	24,225,000	--	--
	Extreme	Extreme fuel rank	--	23	2,228,700	--	--
Earthquake	Strong	9-20% (g)	--	440	42,636,000	--	--
	Very strong	20-40% (g)	--	--	--	--	--
	Severe	>40-60% (g)	--	--	--	--	--
Volcano		descriptive	965	440	42,636,000	--	--
Wind		descriptive	965	440	42,636,000	--	--
Erosion		within 300' of potential areas of erosion	--	101	9,786,900	--	--
Disruption of Utility and Transportation Systems		descriptive	965	--	--	--	--

<sup>1</sup>Estimated and/or insured structural value.

Note-population by parcel was not available at the time this document was prepared. Once this data is available, a useful analysis of population and residential structures by hazard can easily be completed.

**Table C-9. Falls City Potential Hazard Exposure Analysis Overview-Critical Facilities**

Hazard Type	Hazard Area	Methodology	Government		Emergency Response		Educational		Care		Community	
			No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>
Flood	Moderate	500-year floodplain	--	--	--	--	--	--	--	--	--	--
	High	100-year floodplain	3	800K	--	--	--	--	--	--	3	281K
Winter Storm (w/Drought & ENSO)		descriptive	5	1.1M	1	3M	2	1.9M	1	100K	11	414K
		>14-32 degrees	5	1.1M	1	3M	2	1.9M	1	100K	10	414K
Landslide		>32-56 degrees	--	--	--	--	1	1M	--	--	3	unknown
		Moderate fuel rank	5	1.1M	1	3M	2	1.9M	1	100K	10	414K
Wildland Fire	High	High fuel rank	5	1.1M	1	3M	2	1.9M	1	100K	10	414K
	Very High	Very high fuel rank	--	--	--	--	1	983K	1	100K	4	unknown
	Extreme	Extreme fuel rank	--	--	--	--	--	--	--	--	--	--
	Strong	9-20% (g)	5	1.1M	1	3M	2	1.9M	1	100K	10	414K
Earthquake	Very strong	20-40% (g)	--	--	--	--	--	--	--	--	--	--
	Severe	>40-60% (g)	--	--	--	--	--	--	--	--	--	--
Volcano		descriptive	5	1.1M	1	3M	2	1.9M	1	100K	11	414K
Wind		descriptive	5	1.1M	1	3M	2	1.9M	1	100K	11	414K
Erosion	within 300' of potential areas of erosion		3	800K	1	3M	--	--	1	100K	6	414K
Disruption of Utility and Transportation Systems		descriptive	5	1.1M	1	3M	2	1.9M	1	100K	11	414K

**Appendix C  
Falls City**

**Table C-10. Falls City Potential Hazard Exposure Analysis Overview-Critical Infrastructure**

Hazard Type	Hazard Area	Methodology	Highways		Bridges		Utilities	
			Miles	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>
Flood	Moderate	500-year floodplain	--	--	--	--	--	--
	High	100-year floodplain	--	--	3	3.8M	--	--
Winter Storm (w/Drought & ENSO)	Moderate	descriptive	unknown	unknown	3	3.8M	2	5.4M
	High	>14-32 degrees	--	--	3	3.8M	2	5.4M
Landslide	Moderate	>32-56 degrees	--	--	--	--	--	--
	High	Moderate fuel rank	--	--	3	3.8M	1	1.6M
Wildland Fire	Moderate	High fuel rank	--	--	3	3.8M	1	1.6M
	High	Very high fuel rank	--	--	--	--	1	3.8M
Earthquake	Very High	Extreme fuel rank	--	--	--	--	1	3.8M
	Extreme	9-20% (g)	--	--	3	3.8M	1	1.6M
Volcano	Strong	20-40% (g)	--	--	--	--	--	--
	Very strong	>40-60% (g)	--	--	--	--	--	--
Wind	Severe	descriptive	unknown	unknown	3	3.8M	2	5.4M
		descriptive	unknown	unknown	3	3.8M	2	5.4M
Erosion	within 300' of potential areas of erosion		--	--	3	3.8M	--	--
		descriptive	unknown	unknown	3	3.8M	2	5.4M
Disruption of Utility and Transportation Systems			unknown	unknown	3	3.8M	2	5.4M

## **SUMMARY OF VULNERABILITIES AND IMPACTS TO IDENTIFIED HAZARDS**

The following section provides a summary of community specific vulnerabilities and impacts from technological and manmade hazards in addition to the natural hazards identified in the 2009 Polk County MHMP.

The following is derived from the best available data for facility locations and values. In many cases, values were unavailable, and therefore the totals listed below should be considered incomplete and likely less than the actual costs associated with the respective hazards.

### ***Flood***

FEMA FIRMs were used to outline the 100-year and 500-year floodplains for Falls City. The 100-year floodplain delineates an area of high risk, while the 500-year floodplain delineates an area of moderate risk.

Falls City has 74 residential structures (value \$7.2M), three government facilities (value \$800K), three community facilities (value \$281K), and three bridges (value \$3.9M) within the 100-year floodplain.

There are 74 residential structures (value \$7.2M) and no critical facilities within the 500-year floodplain.

### ***Winter Storm***

Winter storms have widespread impacts that are most often the result of ice, cold, wind, landslides and floods they bring. Damage to facilities and infrastructure can be severe, depending on the intensity of the storm event.

Winter storms are regional events and a single event is capable of impacting all critical facilities and infrastructure within Falls City. This includes 440 residential structures (value \$43M), five government facilities (value \$1.5M), one emergency response facility (value \$3M), two educational facilities (value \$1.9M), one care facility (value \$100K), 11 community facilities (value \$414K), three bridges (value \$3.8M), and two utilities (value \$5.4M).

The following sections describe the impacts and summary of vulnerabilities for El Niño and La Niña and Drought.

*El Niño and La Niña - ENSO (El Niño and La Niña) events cause large scale weather pattern changes throughout Polk County, and across the entire State of Oregon. Falls City's El Niño periods are generally drier, with an increased likelihood of drought, while La Niña periods tend to be wetter and colder, with an increased risk of winter storm and the associated hazards it brings, particularly flooding and landslides.*

*The changes wrought by ENSO are on a very large scale, so it is difficult to quantify their impacts locally. Instead, ENSO is manifested in the hazards it influences, such as winter storms, flooding, landslides and drought. Therefore, the facilities impacted have been summarized under those categories.*

*Drought - State-wide droughts have historically occurred in Oregon. Structural damage from drought is not expected; rather the risks are present to humans and resources. Falls*

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*City does not have an agricultural industry and the community has not experienced substantive drought impacts.*

### ***Landslide***

The potential impacts from landslides can be widespread. Potential debris flows and landslides can impact transportation and rail routes, utility systems, and water and waste treatment infrastructure, along with public, private, and business structures located adjacent to steep slopes, along riverine embankments, or within alluvial fans or natural drainages. Response and recovery efforts will likely vary from minor cleanup to more extensive utility system rebuilding. Utility disruptions are usually local and terrain dependent. Damages may require reestablishing electrical, communication, and gas pipeline connections occurring from specific breakage points. Initial debris clearing from emergency routes and high traffic areas may be required. Water and waste-water utilities may need treatment to quickly improve water quality by reducing excessive water turbidity and reestablishing waste disposal capability.

USGS elevation datasets were used to determine the risk of landslides in Falls City. Risk was assigned based on slope angle. A slope angle less than 14 degrees was assigned a low risk, a slope angle between 14 and 32 degrees was assigned a medium risk, and any slope angle greater than 32 degrees was assigned a high risk.

Using these guidelines, Falls City found that 419 residential structures (value \$40.6M), five government facilities (value \$1.1M), one emergency response facility (value \$3M), two educational facilities (value \$1.9M), one care facility (value \$100K), ten community facilities (value \$414K), three bridges (value \$3.8M), and two utility facilities (value \$5.4M) were located in moderate risk areas.

There are 206 residential structures (value \$20M), one educational facility (value \$1M), and three community facilities (values unknown) located within high landslide risk areas.

### ***Wildland Fire***

Wildland fire hazard areas were identified using a model incorporating slope, aspect, and fuel load. South-facing, steep, and heavily vegetated areas were assigned the highest fuel values while areas with little slope and natural vegetation were assigned the lowest fuel values. Risk levels of moderate, high, very high, and extreme were assigned to the entire region based on the results of this modeling.

Impacts associated with wildland fires include damage to residential structures, roads, power lines, and other critical facilities and infrastructure. These impacts depend on available fuels, topography and weather conditions in addition to the relation to Falls City assets.

Falls City has critical facilities and infrastructure located within areas of moderate, high, very high and extreme risk. Moderate risk areas contain 439 residential structures (value \$42.5M), five government facilities (value \$1.1M), one emergency response facility (value \$3M), two educational facilities (value \$1.9M), one care facility (value \$100K), ten community facilities (value \$414K), three bridges (value \$3.8M), and one utility facility (value \$1.6M).

High risk areas contain 415 residential structures (value \$40.2M), five government facilities (value \$1.1M), one emergency response facility (value \$3M), two educational facilities (value

\$1.9M), one care facility (value \$100K), ten community facilities (value \$414K), three bridges (value \$3.8M), and one utility facility (value \$1.6M).

Very high risk areas contain 250 residential structures (value \$24.2M), one educational facility (value \$983K), one care facility (value \$100K), four community facilities (values unknown), and one utility facility (value \$3.8M).

Extreme risk areas contain 23 residential structures (value \$2.2M) and one utility facility (value \$3.8M).

### *Earthquake*

Based on PGA shake maps produced by the USGS, the western portion of Polk County is likely to experience higher levels of shaking than the eastern portion, as a result of its proximity to the Cascadia Subduction Zone. Ground movement in both areas, however, is likely to cause damage to weak, unreinforced masonry buildings, and to induce small landslides along unstable slopes. As well as landslides, earthquakes can trigger other hazards such as dam failure and disruption of transportation and utility systems.

The western portion of the Polk County is likely to experience very strong shaking. In contrast, Falls City is in the central portion of the County, in a region likely to experience “strong” shaking should a subduction zone earthquake occur. This rating represents the peak acceleration of the ground caused by the earthquake, and for a “strong” designation corresponds to 9-20 percent of the acceleration of gravity.

Falls City has 440 residential structures (value \$43M), five government facilities (value \$1.5M), one emergency response facility (value \$3M), two educational facilities (value \$1.9M), one care facility (value \$100K), 11 community facilities (value \$414K), three bridges (value \$3.8M), and two utilities (value \$5.4M) which would be impacted by a strong shaking event.

### *Volcano*

Polk County will likely only experience damage from volcanic eruption columns and clouds which contain volcanic gases, minerals, and rock. The columns and clouds form rapidly and extend several miles above an eruption. Solid particles within the clouds present a serious aviation threat, can distribute acid rain (sulfur dioxide gas and water), can create risk of suffocation (carbon dioxide is heavier than air and collects in valleys and depressions threatening human and animals), and pose a toxic threat from fluorine which clings to ash particles potentially poisoning grazing livestock and contaminating domestic water supplies.

However, as discussed in Chapter 5, the impact of a volcano in Polk County and Falls City would most likely be experienced as ashfall or tephra. Due to the nature of the hazard, it is impossible to predict the location or extent of future events with any probability, although it can be assumed that all critical facilities, residential structures, and infrastructure within Falls City are at risk. This includes 440 residential structures (value \$43M), five government facilities (value \$1.5M), one emergency response facility (value \$3M), two educational facilities (value \$1.9M), one care facility (value \$100K), 11 community facilities (value \$414K), three bridges (value \$3.8M), and two utilities (value \$5.4M).

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*Wind*

Many buildings, utilities and transportation systems in open areas, natural grasslands, or agricultural lands are especially vulnerable to wind damage. Impacts associated with wind can include damage to power lines, trees, and structures, and can also cause temporary disruptions of power. Additionally, high winds can cause significant damage to forestlands.

All areas within Falls City are equally at risk of a windstorm event. This includes 440 residential structures (value \$43M), five government facilities (value \$1.5M), one emergency response facility (value \$3M), two educational facilities (value \$1.9M), one care facility (value \$100K), 11 community facilities (value \$414K), three bridges (value \$3.8M), and two utilities (value \$5.4M).

*Erosion*

Riverine erosion rarely causes death or injury. However, erosion causes significant destruction of property, development, and infrastructure. Erosion hazard data is not readily available; however, descriptions of several localized areas were identified during the development of this document and are identified only by location on a map. Critical facilities that may be at risk of erosion were identified using a 300 foot-buffer in the areas identified as having historic erosion impacts to conservatively account for building footprints.

In Falls City, there are 101 residential structures (value \$9.8M), three government facilities (value \$800K), one emergency response facility (value \$3M), one care facility (value \$100K), six community facilities (value \$414K), and three bridges (value \$3.8M) considered at risk.

*Disruption of Utility and Transportation Systems*

Transportation system disruption impacts range from effects on life, health, and safety (emergency vehicle mobility, access to hospitals, access to evacuation routes, access to vital supplies if transport is seriously disrupted for a long time) to economic effects of delays, lost commerce, and lost time. Similarly, disruption of utility systems can affect the city at the level of commerce and recreation as well as at the level of fundamental health and safety. Region-wide as well as localized areas of disruption are likely to impact all residents equally. Structural damage from disruption to these systems is not expected; rather the risks are present to residents and those traveling in the area.

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## **MITIGATION STRATEGY**

### **IDENTIFYING MITIGATION GOALS AND ACTIONS**

The following section defines mitigation action identification and analysis as stipulated in DMA 2000 and its implementing regulations.

**DMA 2000 Requirements: Mitigation Strategy - Identification and Analysis of Mitigation Actions**

**Identification and Analysis of Mitigation Actions**

**Requirement §201.6(c)(3)(i):** [The mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

**Element**

- Does the new or updated plan identify and analyze a comprehensive range of specific mitigation actions and projects for each hazard?
- Do the identified actions and projects address reducing the effects of hazards on new buildings and infrastructure?
- Do the identified actions and projects address reducing the effects of hazards on existing buildings and infrastructure?

Source: FEMA, July 2008.

The Steering Committee assessed whether to adopt the County’s mitigation goals listed in Table C-11, or to revise them to more fully meet the City’s needs. The City then proceeded to evaluate potential mitigation actions after finalizing the mitigation goals. Mitigation actions are activities, measures, or projects that help achieve the goals of a mitigation plan. Table C-12 depicts the City’s considered mitigation actions developed during this mitigation planning process. The prioritized list in Table C-14 delineates those actions the City will strive to implement within this five year planning cycle.

**DMA 2000 Requirements: Mitigation Strategy - National Flood Insurance Program (NFIP) Compliance**

**National Flood Insurance Program (NFIP) Compliance**

**Requirement §201.6(c)(3)(ii):** [The mitigation strategy] must also address the jurisdiction’s participation in the National Flood Insurance Program (NFIP), and continued compliance with NFIP requirements, as appropriate.

**Element**

- Does the new or updated plan describe the jurisdiction(s) participation in the NFIP?
- Does the mitigation strategy identify, analyze and prioritize actions related to continued compliance with the NFIP?

Source: FEMA, July 2008.

Falls City actively participates in FEMA’s NFIP and have implemented floodplain policies, regulations, and ordinances to protect their threatened population and infrastructure to assure NFIP compliance.

The City’s Mitigation Strategy identified and analyzed potential flood mitigation actions that would fulfill NFIP initiatives, specifically addressing RL properties. They subsequently selected and prioritized appropriate actions to assure an effective flood mitigation program.

**MITIGATION GOALS AND ACTION ITEMS CONSIDERED**

**Table C-11. 2006 Polk County Mitigation Goals-Considered**

Goal Number	Goal Description
1	<b>Public Education And Awareness:</b> <i>Provide public information and education/awareness to all residents of the county concerning natural hazard areas and mitigation efforts.</i>
2	<b>Preventive And Implementation:</b> <i>Develop and implement activities to protect human life, commerce, property and natural systems.</i>
3	<b>Collaboration And Coordination:</b> <i>Strengthen hazard mitigation by increasing collaboration and coordination among citizens, public agencies, non-profit organizations, businesses, and industry.</i>
4	<b>Funding And Partnerships:</b> <i>Seek partnerships in funding and resources for future mitigation efforts.</i>
5	<b>Emergency Operations:</b> <i>Coordinate and integrate natural hazard mitigation activities, where appropriate, with emergency operations plans and procedures.</i>
6	<b>Natural Resources Utilization:</b> <i>Link land use planning, development criteria, codes, and natural resources and watershed planning with natural hazard mitigation.</i>

**Table C-12. Falls City Mitigation Actions Considered  
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
<b>Natural Hazards</b>			
<i>Multi-Hazard</i>			
Multi-Hazard	<i>Ongoing</i>	High priority	Develop and incorporate building ordinances commensurate with building codes to reflect survivability from wind, seismic, fire, and other hazards to ensure occupant safety.
Multi-Hazard	<i>Ongoing</i>	County responsibility	Review ordinances and develop outreach programs to assure mobile homes and manufactured buildings are protected from severe wind and flood hazards. (Anchoring, elevation, and other methods as applicable)
Multi-Hazard	<i>Ongoing</i>		Cross reference and incorporate mitigation planning provisions into all community planning processes such as comprehensive, capital improvement, land use, transportation plans, etc to demonstrate multi-benefit considerations and facilitate using multiple funding source consideration.
Multi-Hazard	<i>Ongoing</i>		Develop and incorporate mitigation provisions and recommendations into zoning ordinances and community development processes to maintain the floodway and protect critical infrastructure and private residences from other hazard areas.
Multi-Hazard	<i>Ongoing</i>	Pacific Power & Light responsibility	Increase power line wire size and incorporate quick disconnects (break away devices) to reduce ice load and wind storm power line failure during severe wind or winter ice storm events.

**Table C-12. Falls City Mitigation Actions Considered  
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
Multi-Hazard	Ongoing		Purchase and install generators with main power distribution disconnect switches for identified and prioritized critical facilities susceptible to short term power disruption. (i.e. first responder and medical facilities, schools, correctional facilities, and water and sewage pump stations, etc.)
Multi-Hazard	Consider		Develop, produce, and distribute information materials concerning mitigation, preparedness, and safety procedures for all natural hazards.
Multi-Hazard	Ongoing		Explore the need for, develop, and implement hazard zoning ordinances for high-risk hazard area land-use.
Multi-Hazard	Ongoing		Identify and list repetitively flooded structures and infrastructures, analyze the threat to these facilities, and prioritize mitigation actions to acquire, relocate, elevate, and/or flood proof to protect the threatened population.
Multi-Hazard	Ongoing		Perform hydrologic and hydraulic engineering, and drainage studies and analyses. Use information obtained for feasibility determination and project design. This information should be a key component, directly related to a proposed project.
Multi-Hazard	Consider		Develop vegetation projects to restore clear cut and riverine erosion damage and to increase landslide susceptible slope stability.
Multi-Hazard	Consider		Retrofit structures to protect them from seismic, floods, high winds, earthquakes, or other natural hazards.
Multi-Hazard	Consider		Acquire, demolish, or relocate structures from hazard prone area. Property deeds shall be restricted for open space uses in perpetuity to keep people from rebuilding in hazard areas.
Multi-Hazard	Consider		Harden utility headers located along river embankments to mitigate potential flood, debris, and erosion damages.
Multi-Hazard	Consider		Establish a formal role for the jurisdictional Hazard Mitigation Planning Committees to develop a sustainable process to implement, monitor, and evaluate citywide mitigation actions.
Multi-Hazard	Consider		Identify and pursue funding opportunities to implement mitigation actions.
Multi-Hazard	Consider		Develop public and private sector partnerships to foster hazard mitigation activities.
Multi-Hazard	Consider		Integrate the Mitigation Plan findings into planning and regulatory documents and programs and into enhanced emergency planning.
<b>Flood</b>			
Flood	Consider		Develop and maintain GIS mapped critical facility inventory for all structures located within 100-year and 500-year floodplains.
Flood	Consider	No City GIS capability-maybe county	Develop and maintain GIS mapped inventory, and develop prioritized list of residential and commercial buildings within 100-year and 500-year floodplains.
Flood	Consider		Develop and maintain GIS mapped inventory of repetitive loss properties to include the types and numbers of properties.

**Table C-12. Falls City Mitigation Actions Considered  
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
Flood	Consider		Develop and implement mitigation actions for repetitive loss properties.
Flood	Consider		Establish flood mitigation priorities for critical facilities and residential and commercial buildings located within the 100-year floodplain using survey elevation data.
Flood	Consider		Implement mitigation measures identified by critical facilities' owners, and other facility owners, to protect facilities located within the 100-year floodplain.
Flood	Consider		Develop and maintain an inventory of locations subject to frequent storm water flooding based on most current USACOE flood data.
Flood	Consider		Determine and implement most cost beneficial and feasible mitigation actions for locations with repetitive flooding and significant damages or road closures.
Flood	Consider		Develop an outreach program to educate public concerning NFIP participation benefits, floodplain development, land use regulation, and NFIP flood insurance availability to facilitate continued compliance with the NFIP.
Flood	Consider		Develop, implement, and enforce floodplain management ordinances.
Flood	Consider		Develop outreach program to educate residents concerning flood proofed well and sewer/septic installation.
Flood	Consider		Acquire, relocate, elevate, or otherwise flood-proof identified properties.
Flood	Consider		Acquire, relocate, elevate, or otherwise flood-proof critical facilities.
Flood	Consider		Dry flood proof non-residential structures.
Flood	Consider		Dry flood proof historic structures.
Flood	Consider		Construct earthen berms to divert flood flows into bridge or culvert openings. The earth fill should be erosion-resistant and the berms should be covered with erosion-resistant fabric, armoring materials, or vegetation.
Flood	Consider		Increase culvert size to increase its drainage efficiency.
Flood	Consider		Construct debris basins to retain debris in order to prevent downstream drainage structure clogging.
Flood	Consider		Install debris cribs over culvert inlets to prevent inflow of coarse bed-load and light floating debris.
Flood	Consider		Create detention storage basins, ponds, reservoirs etc. to allow water to temporarily accumulate to reduce pressure on culverts and low water crossings. Water ultimately returning to its watercourse at a reduced flow rate.
Flood	Consider		Install triangular or circular flow deflectors on or immediately upstream from bridge footings to deflect water flow and reduce flow velocities preventing footing scour.
Flood	Consider		Construct low water crossings in a road prism to carry flood flows from an intermittent drainage
Flood	Consider		Construct a high water overflow crossing to carry flood flows from over bank areas.
Flood	Consider		Realign bridge piers & abutments to be parallel with the stream's centerline. This prevents pier and abutment undermining and reduces debris catchment.

**Table C-12. Falls City Mitigation Actions Considered  
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
Flood	Consider		Create relief drainage ditch opening using a culvert, bridge, or multiple culverts; to relieve rapid water accumulation during high water flow events.
Flood	Consider		Modify existing culverts by developing a ring compression, by flattening, or beveling the end of a circular culvert to match the angle of the embankment. May need to install flanges to stiffen the beveled section of the culvert.
Flood	Consider		Provide flood protection to mitigate damage and contamination of wastewater treatment systems.
Flood	Consider		Develop and implement flood risk reduction program and outreach efforts considering upstream storage, channel improvements, and flood walls or levee construction.
<b>Winter Storm</b>			
Winter Storm	Consider		Develop and implement strategies and educational outreach programs for debris management from severe winter storms.
Winter Storm	Consider		Develop and implement programs to coordinate maintenance and mitigation activities to reduce risk to public infrastructure from severe winter storms.
Winter Storm	Consider		Update or develop, implement, and maintain jurisdictional debris management plans.
Winter Storm	Consider		Develop critical facility list needing emergency back-up power systems, prioritize, seek funding and implement mitigation actions.
Winter Storm	Ongoing		Develop and maintain severe winter storm public outreach program defining mitigation activity benefits through educational outreach aimed at households and businesses while targeting of special needs populations.
Winter Storm	Ongoing		Develop and implement tree clearing mitigation programs to keep trees from threatening lives, property, and public infrastructure from severe weather events.
Winter Storm	Consider		Develop, implement, and maintain partnership program with electrical utilities to use underground utility placement methods where possible to reduce or eliminate power outages from severe winter storms. Consider developing incentive programs.
Winter Storm	Consider		Develop personal use and educational outreach training for a "safe tree harvesting" program.
Winter Storm	Consider	County Building Dept responsibility	Implement along utility and road corridors, preventing potential winter storm damage.
Winter Storm	Consider	Pacific Power & Light responsibility	Implement and enforce the most current Uniform International, and State, Building Codes to ensure structures can withstand winter storm hazards such as high winds, rain, water and snow.
Winter Storm	Consider		Increase power line wire size and incorporate quick disconnects (break away devices) to reduce ice load power line severe wind or winter ice storm event failure.
Winter Storm	Consider		Develop educational programs and initiatives related to water conservation and irrigation during drought periods.

**Table C-12. Falls City Mitigation Actions Considered  
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
<b>Landslide</b>			
Landslide	Consider		Develop process to limit future development in high landslide potential areas (permitting, geotechnical review, soil stabilization techniques, etc).
Landslide	Consider		Update the storm water management plan to include regulations to control runoff, both for flood reduction and to minimize saturated soils on steep slopes that can cause landslides.
Landslide	Consider		Develop a vegetation management plan addressing slope-stabilizing root strength while facilitating precipitation containment.
Landslide	Ongoing		Develop, implement, and enforce property development landslide risk assessment procedures to identify potential facility vulnerability.
<b>Wildland Fire</b>			
Wildland Fire	Ongoing	Responsibility of PC SW Rural Fire District & City Admin	Identify critical facilities and vulnerable populations based on mapped high hazard areas.
Wildland Fire	Ongoing	Responsibility of PC SW Rural Fire District & City Admin	Develop Community Wildland Fire Protection Plans for all at-risk areas.
Wildland Fire	Consider	Responsibility of PC SW Rural Fire District & City Admin	Hold FireWise workshop to educate residents and contractors concerning fire resistant landscaping.
Wildland Fire	Consider	Responsibility of PC SW Rural Fire District & City Admin	Promote FireWise building siting, design, and construction materials.
Wildland Fire	Consider	Responsibility of PC SW Rural Fire District & City Admin	Develop FireWise Public Service Announcements (PSA).
Wildland Fire	Consider	Responsibility of PC SW Rural Fire District & City Admin	Provide wildland fire information in an easily distributed format for all residents.
Wildland Fire	Ongoing	Responsibility of PC SW Rural Fire District & City Admin	Develop, adopt, and enforce burn ordinances that require burn permits, restricts campfires, and controls outdoor burning.
Wildland Fire	Consider	Responsibility of PC SW Rural Fire District & City Admin	Develop outreach program to educate and encourage fire-safe construction practices for existing and new construction in high risk areas.

**Table C-12. Falls City Mitigation Actions Considered  
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
Wildland Fire	Ongoing	Responsibility of PC SW Rural Fire District & City Admin	Develop outreach program to educate and encourage home landscape cleanup (defensible space) and define debris disposal programs.
Wildland Fire	Ongoing	Responsibility of PC SW Rural Fire District & City Admin	Identify, develop, and implement, and enforce mitigation actions such as fuel breaks and reduction zones for potential wildland fire hazard areas.
<b>Earthquake (EQ)</b>			
Earthquake	Consider		Identify high seismic hazard areas; develop a wood-frame residential building inventory and an outreach program to educate population concerning facilities particularly vulnerable to earthquake damage, such as pre-1940s homes and homes with cripple wall foundations.
Earthquake	Consider		Disseminate FEMA pamphlets to educate and encourage homeowners concerning seismic structural and non-structural retrofit benefits.
Earthquake	Consider		Retrofit important public facilities with significant seismic vulnerabilities, such as unreinforced masonry construction.
Earthquake	Consider	County Building Dept responsibility	Update existing (or adopt the most current) Uniform Building Code
Earthquake	Consider	County Building Dept responsibility	Implement and enforce the Uniform, International, and State Building Codes.
Earthquake	Consider	County Building Dept responsibility	Inspect and/or certify all new construction.
Earthquake	Consider		Evaluate critical public facility seismic performance for fire stations, public works buildings, potable water systems, wastewater systems, electric power systems, and bridges within the jurisdiction.
<b>Volcano</b>			
Volcano	Consider		Update public emergency notification procedures and develop an outreach program for ash fall events.
Volcano	Consider		Update emergency response planning and develop client focused outreach program for ash fall events affecting river, air, and highway transportation, and industrial facilities and operations.
Volcano	Consider		Evaluate capability of water treatment plants to deal with high turbidity from ash falls, update emergency response plans, and upgrade treatment facilities' physical plant to deal with ash falls. Prioritize and initiate actions to fill capability gaps.
Volcano	Consider	During Events	Evaluate ash impact on storm water drainage system and develop mitigation actions.

**Table C-12. Falls City Mitigation Actions Considered  
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
<i>Wind</i>			
Wind	<i>Ongoing</i>		Review ordinances and develop outreach programs to assure mobile homes and manufactured buildings are protected from severe wind and flood hazards. (Anchoring, elevation, siting, and other methods as applicable)
Wind	<i>Ongoing</i>	Pacific Power & Light along with City	Identify and prioritize critical facilities' overhead utilities that could be placed underground to reduce power disruption from wind storm / tree blow down damage.
Wind	Consider		Revise requirements to place utilities underground to reduce power disruption from wind storm / tree blow down damage when upgrading or during new development.
<i>Erosion</i>			
Erosion	Consider		Maintain and update erosion hazard locations, identify critical facilities potentially impacted and develop mitigation initiatives such as bank stabilization or facility relocation to prevent or reduce the threat.
Erosion	Consider		Relocate buildings that are at risk of being affected by erosion.
Erosion	Consider		Apply for grants/funds to implement riverbank protection methods.
Erosion	Consider		Hold series of community meetings and other outreach efforts to provide erosion hazard specific information to residents.
Erosion	Consider		Develop and provide information to all residents on riverbank erosion and methods to prevent it in an easily distributed format
Erosion	Consider		Install riprap, or pilings to harden or "armor" a stream bank where severe erosion occurs.
Erosion	Consider		Develop outreach program to educate the public concerning planting processes and materials used to stabilize hill slopes or stream banks. This is known as bio-engineering; which uses logs, root wads, or wood debris or other vegetation to reduce scour and erosion.
Erosion	Consider		Install embankment protection such as vegetation, riprap, gabion baskets, sheet piling, and walls to reduce or eliminate erosion.
Erosion	Consider		Install walls at the end of a drainage structure to prevent embankment erosion at its entrance or outlet. (end walls).
Erosion	Consider		Install flared outlets or end sections at culvert entrances and outlets to match the embankment slope to reduce erosion and scour at the entrance and exit points during high flow.
Erosion	Consider		Install flow diverters a short distance into a water body, tied into the bank, to protect from erosion at their end. Designed to redirect water flow away from embankments.
Erosion	Consider		Install bank revetment protection to prevent erosion.

**Table C-12. Falls City Mitigation Actions Considered  
(Listed in order of priority by hazard)**

Hazard	Status	Comment	Description
<i>Disruption of Utility and Transportation Systems (DUTS)</i>			
DUTS	Consider		Develop outreach program to educate and encourage residents to maintain several days of emergency supplies for power outages or road closures.
DUTS	<i>Ongoing</i>		Review and update emergency response plans for utility disruptions.
DUTS	<i>Ongoing</i>		Review and update emergency response plans for transportation route disruptions.
DUTS	<i>Ongoing</i>		Identify and prioritize all "jurisdiction owned" & "non-jurisdiction owned" critical facilities that have backup power and emergency operations plans.
DUTS	<i>Ongoing</i>		Purchase backup power systems for all identified critical facilities.

## EVALUATING AND PRIORITIZING MITIGATION ACTIONS

The following section defines mitigation action evaluation and implementation as stipulated in DMA 2000 and its implementing regulations.

### DMA 2000 Requirements: Mitigation Strategy - Implementation of Mitigation Actions

#### Implementation of Mitigation Actions

**Requirement: §201.6(c)(3)(iii):** [The mitigation strategy section shall include] an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

#### Element

- Does the new or updated mitigation strategy include how the actions are prioritized? (For example, is there a discussion of the process and criteria used?)
- Does the new or updated mitigation strategy address how the actions will be implemented and administered, including the responsible department, existing and potential resources, and the timeframe to complete the action?
- Does the new or updated prioritization process include an emphasis on the use of a cost-benefit review to maximize benefits?
- Does the updated plan identify the completed, deleted, or deferred mitigation actions as a benchmark for progress, and if activities are unchanged (i.e., deferred), does the updated plan describe why no changes occurred?

Source: FEMA, July 2008.

The Steering Committee met on 10/08/08 to evaluate and prioritize each of the mitigation actions to determine which considered actions would be included in the Mitigation Action Plan. The Committee also determined the responsible agency and potential funding sources. The Mitigation Action Plan represents mitigation projects and programs to be implemented through the cooperation of multiple entities.

Falls City's Steering Committee evaluated the Benefit-Cost Analysis Fact Sheet (Appendix L) for prioritizing its "considered" mitigation actions listed in Table C-12. The Steering Committee determined that the committee consisted of sufficient expertise to select those mitigation actions that would most benefit the City without using the STAPLE-E evaluation tool. Upon review, the Steering Committee assigned a high priority ranking to actions that best fulfill the goals of the MHMP and are appropriate and feasible for the City and responsible entities to implement during the 5-year lifespan of this version of the MHMP. As such, the Steering Committee determined that only those mitigation actions that received a high priority ranking would be included. Table C-14 depicts the City's mitigation actions grouped by hazard and in descending priority order within each hazard.

**MITIGATION GOALS AND ACTIONS PRIORITIZED & ASSIGNED**

Falls City reviewed the Polk County goals and modified them to better suite the City’s needs and subsequently adopted the goals in Table C-13 for the current planning period.

**Table C-13. Falls City Mitigation Goals**

<b>Goal Number</b>	<b>Goal Description</b>
1	<b>Public Education And Awareness:</b> <i>Provide public information and education/awareness to all residents of the county concerning natural hazard areas and mitigation efforts.</i>
2	<b>Preventive And Implementation:</b> <i>Develop and implement activities to protect human life, commerce, property and natural systems.</i>
3	<b>Collaboration And Coordination:</b> <i>Strengthen hazard mitigation by increasing collaboration and coordination among citizens, public agencies, non-profit organizations, businesses, and industry.</i>
4	<b>Funding And Partnerships:</b> <i>Seek partnerships in funding and resources for future mitigation efforts.</i>
5	<b>Emergency Operations:</b> <i>Coordinate and integrate natural hazard mitigation activities, where appropriate, with emergency operations plans and procedures.</i>
6	<b>Natural Resources Utilization:</b> <i>Link land use planning, development criteria, codes, and natural resources and watershed planning with natural hazard mitigation.</i>

**IMPLEMENTING A MITIGATION ACTION PLAN**

The following section defines the mitigation action identification process for each participating jurisdiction as stipulated in DMA 2000 and its implementing regulations.

**DMA 2000 Requirements: Mitigation Strategy-Identification of Multi-Jurisdictional Mitigation Actions**

**Identification of Multi-Jurisdictional Mitigation Actions**

**Requirement §201.6(c)(3)(iv):** For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.

**Element**

- Does the new or updated plan include identifiable action items for each jurisdiction requesting FEMA approval of the plan?
- Does the updated plan identify the completed, deleted or deferred mitigation actions as a benchmark for progress, and if activities are unchanged (i.e., deferred), does the updated plan describe why no changes occurred?

Source: FEMA, July 2008.

**Appendix C  
Falls City**

Table C-14 displays Falls City's Mitigation Action Plan matrix that lists mitigation actions by hazard and are only prioritized within each hazard, not in total. Each mitigation action will be implemented and administered by the applicable managing department, agency, or responsible entity.

*\*\*Whenever TBD is used, it means that a benefit/cost analysis will be completed as a project is developed to validate the most appropriate mitigation action.*

**Table C-14. Falls City Mitigation Action Plan Matrix**

Hazard	Description	Managing Department / Agency	Timeframe	Potential Funding Source(s)	Benefit-Costs / Technical Feasibility	Comments
<b>Natural Hazards</b>						
<b>Multi-Hazard (MH)</b>						
MH	Pursue funding opportunities to implement mitigation actions.	Administration	1-2 yrs	General Fund, HMGP, HMA, HSGP, NRCS, NOAA/NWS	BC: TBD TF: Yes	
MH	Complete critical facility data collection to allow a more thorough vulnerability analysis for the City's infrastructure.	Administration	1-5 years	General Fund	BC: TBD TF: Yes	
MH	Purchase and install generators with main power distribution disconnect switches for identified and prioritized critical facilities susceptible to short term power disruption. (i.e. first responder and medical facilities, schools, correctional facilities, and water and sewage pump stations, etc.)	Public Works	Ongoing	General Fund, HSGP	BC: TBD TF: Yes	Ongoing
MH	Cross reference and incorporate mitigation planning provisions into all community planning processes such as comprehensive, capital improvement, land use, transportation plans, etc to demonstrate multi-benefit considerations and facilitate using multiple funding source consideration.	WVCOG	Ongoing	General Fund	BC: TBD TF: Yes	Integrating all planning elements will help ensure consistency across all planning types and phases.

**Appendix C  
Falls City**

**Table C-14. Falls City Mitigation Action Plan Matrix**

Hazard	Description	Managing Department / Agency	Timeframe	Potential Funding Source(s)	Benefit-Costs / Technical Feasibility	Comments
MH	Develop and incorporate mitigation provisions and recommendations into zoning ordinances and community development processes to maintain the floodway and protect critical infrastructure and private residences from other hazard areas.	WVCOG	Ongoing	General Fund	BC: TBD TF: Yes	Supports NFIP requirements
MH	Identify and list repetitively flooded structures and infrastructures, analyze the threat to these facilities, and prioritize mitigation actions to acquire, relocate, elevate, and/or flood proof to protect the threatened population.	WVCOG	Ongoing	General Fund	BC: TBD TF: Yes	Supports NFIP requirements
<b>Flood</b>						
Flood	Develop outreach program to educate residents concerning flood proofed well and sewer/septic installation.	WVCOG and City Admin	1-2 yrs	General Fund	BC: TBD TF: Yes	Funding dependent
Flood	Evaluate and implement preferred flood protection initiatives to prevent or reduce riverine flood damages to residential structures and road drainage systems.	WVCOG Planning & City Admin	1-2 yrs	General Fund, HMGP, HMA	BC: TBD TF: Yes	Funding dependent
Flood	Develop and implement mitigation actions for repetitive loss properties.	WVCOG Planning, Public Works	Ongoing	General Fund, HMGP, HMA	BC: TBD TF: Yes	Supports NFIP requirements
Flood	Determine and implement most cost beneficial and feasible mitigation actions for locations with repetitive flooding and significant damages or road closures.	Public Works	Ongoing	General Fund	BC: TBD TF: Yes	Supports NFIP requirements
Flood	Develop, implement, and enforce floodplain management ordinances.	WVCOG and City Admin	Ongoing	General Fund	BC: TBD TF: Yes	Supports NFIP requirements
<b>Winter Storm</b>						
Winter Storm	Develop critical facility list needing emergency back-up power systems, prioritize, seek funding, and implement mitigation actions.	Public Works	1-2 yrs	General Fund, HSGP	BC: TBD TF: Yes	

**Table C-14. Falls City Mitigation Action Plan Matrix**

<b>Hazard</b>	<b>Description</b>	<b>Managing Department / Agency</b>	<b>Timeframe</b>	<b>Potential Funding Source(s)</b>	<b>Benefit-Costs / Technical Feasibility</b>	<b>Comments</b>
Winter Storm	Develop and implement strategies and educational outreach programs for debris management from severe winter storms.	WVCOG Planning & City Admin & PW	2-5 yrs	General Fund, PA	BC: TBD TF: Yes	
Winter Storm	Develop and implement programs to coordinate maintenance and mitigation activities to reduce risk to public infrastructure from severe winter storms.	Public Works	Ongoing	General Fund	BC: TBD TF: Yes	
<b>Landslide</b>						
Landslide	Develop, implement, and enforce property development landslide risk assessment procedures to identify potential facility vulnerability.	WVCOG Planning & City Admin	Ongoing	General Fund	BC: TBD TF: Yes	
Landslide	Update the storm water management plan to include regulations to control runoff, both for flood reduction and to minimize saturated soils on steep slopes that can cause landslides.	WVCOG Planning & City Admin	5 yrs	General Fund	BC: TBD TF: Yes	
<b>Wildland Fire</b>						
Wildland Fire	Identify critical facilities and vulnerable populations based on mapped high hazard areas.	PC SW Rural Fire District & City Admin	1-2 yrs	General Fund, HMA	BC: TBD TF: Yes	Ongoing
Wildland Fire	Develop, adopt, and enforce burn ordinances that require burn permits, restricts campfires, and controls outdoor burning.	Polk County South West (PCSW) Rural Fire District	1-2 yrs	General Fund, FMAP	BC: TBD TF: Yes	
Wildland Fire	Develop outreach program to educate and encourage home landscape cleanup (defensible space) and define debris disposal programs.	City Admin	Ongoing	General Fund, FMAP, HMGP	BC: TBD TF: Yes	
Wildland Fire	Identify, develop, implement, and enforce mitigation actions such as fuel breaks and reduction zones for potential wildland fire hazard areas.	City Admin	Ongoing	General Fund	BC: TBD TF: Yes	

**Appendix C  
Falls City**

**Table C-14. Falls City Mitigation Action Plan Matrix**

Hazard	Description	Managing Department / Agency	Timeframe	Potential Funding Source(s)	Benefit-Costs / Technical Feasibility	Comments
<b>Earthquake</b>						
Earthquake	Identify high seismic hazard areas; develop a wood-frame residential building inventory and an outreach program to educate population concerning facilities particularly vulnerable to earthquake damage, such as pre-1940s homes and homes with cripple wall foundations.	WVCOG	1-2 yrs	General Fund	BC: TBD TF: Yes	
Earthquake	Disseminate FEMA pamphlets to educate and encourage homeowners concerning seismic structural and non-structural retrofit benefits.	City Admin	1-5 yrs	General Fund, NEHRP, HMGP	BC: TBD TF: Yes	As available
Earthquake	Retrofit important public facilities with significant seismic vulnerabilities, such as unreinforced masonry construction.	City Admin		General Fund, NEHRP, HMGP	BC: TBD TF: Yes	Funding dependent
<b>Volcano</b>						
Volcano	Update emergency response planning and develop client focused outreach program for ash fall events affecting river, air, and highway transportation, and industrial facilities and operations.	WVCOG, City Admin	1-2 yrs	General Fund, NOAA/ NWS	BC: TBD TF: Yes	Funding dependent
Volcano	Evaluate capability of water treatment plant to deal with high turbidity from ash falls, update emergency response plans, and upgrade treatment facilities' physical plant to deal with ash falls.	WVCOG, City Admin & Public Works	1-3 yrs	General Fund, NOAA/ NWS	BC: TBD TF: Yes	Funding dependent
<b>Wind</b>						
Wind	Identify and prioritize critical facilities' overhead utilities that could be placed underground to reduce power disruption from wind storm / tree blow down damage.	City Admin & Pacific Power & Light	1-5 yrs	General Fund, HMGP, HMA, Utility Co.	BC: TBD TF: Yes	Not under City's responsibility

**Appendix C  
Falls City**

**Table C-14. Falls City Mitigation Action Plan Matrix**

<b>Hazard</b>	<b>Description</b>	<b>Managing Department / Agency</b>	<b>Timeframe</b>	<b>Potential Funding Source(s)</b>	<b>Benefit-Costs / Technical Feasibility</b>	<b>Comments</b>
Wind	Review ordinances and develop outreach programs to assure manufactured buildings are protected from severe wind and flood hazards. (Anchoring, elevation, siting, and other methods as applicable)	County Bldg Dept	Ongoing	General Fund, HMGP, HMA	BC: TBD TF: Yes	Not under City's responsibility
<b>Erosion</b>						
Erosion	Evaluate and implement preferred erosion protection initiatives to prevent or reduce riverine erosion damages to residential structures and road drainage systems.	WVCOG Planning, City Admin, & Public Works	1-2 yrs	General Fund, NRCS, HMGP, HMA	BC: TBD TF: Yes	
Erosion	Relocate buildings that are at risk of being affected by erosion.	WVCOG Planning, City Admin, & PW	2-5 yrs	General Fund, NRCS, HMGP, HMA	BC: TBD TF: Yes	
Erosion	Apply for grants/funds to implement riverbank protection methods.	WVCOG Planning, City Admin, & Public Works	1-5 yrs	General Fund	BC: TBD TF: Yes	
<b>Disruption of Utility and Transportation Systems (DUTS)</b>						
DUTS	Purchase backup power systems for all identified critical facilities.	City Admin & Public Works	1-2 yrs	General Fund, HSGP	BC: TBD TF: Yes	Ongoing
DUTS	Review and update emergency response plans for utility and transportation disruptions.	WVCOG Planning	1-2 yrs	General Fund, HSGP	BC: TBD TF: Yes	Ongoing



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BY: DT

JUL  
BY:

# Application for Committees

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

Exhibit B

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

## Contact Information

Name:	JIM PARTIDGE
Street Address:	[REDACTED]
Mailing Address:	[REDACTED]
City/State/Zip Code:	FALLS CITY ORE. 97344
Home Phone:	[REDACTED]
Work Phone:	[REDACTED]
E-Mail Address:	

## Background

Years of Residence in Falls City:	8 YRS
Place of Employment:	NONE
Occupation:	CARPENTER
Educational Background:	THURSTON HIGH
Prior Civic Activities:	

## Committees of Interest

Please check all of the following Committees that interest you:

- City Council
- Budget Review Committee
- Planning Commission
- Parks and Recreation (Cemeteries) Committee
- Public Works Committee
- Historic Landmark Commission
- Economic Development Committee

\* Please see Reverse for completion of form.

**Special Skills or Qualifications**

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

I THINK I COULD HELP  
THE PEOPLE OF FALLS CITY  
THEY NEED TO NOW WE  
CARE.

**Motivation**

Discuss your motivation for serving on this Committee.

HELP THE PEOPLE OF  
FALLS CITY

**Special Notice**

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

**Agreement and Signature**

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

Name (printed)	JIM PARTAIDKE
Signature	
Date	7-11-16

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

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## AGENDA REPORT

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**TO:** COUNCIL  
**FROM:** MAYOR UNGRICHT  
**SUBJECT:** CITY ENGINEER CONTRACT  
**DATE:** 08/07/2016

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*Exhibit*

### **SUMMARY**

The Council motioned to take applications through the RFQ (Request For Qualifications) process mandated by the State. Council approved members of the review panel.

### **BACKGROUND**

The City received applications for 6 applicants for the City Engineer and the review panel has chosen one of the firms to enter into negotiations on an agreement. I was hoping to have the agreement ready for Council approval by this meeting, unfortunately we are still in the process of negotiating a few minor changes to the contract, which is exhibit #1.

The main body of the agreement has been agreed too and the City Engineer is reviewing some minor changes. We should have an agreement in place within the week. Staff is asking for permission from Council to execute the contract with the minor changes, if there are major changes to the contract we will go to the next firm chosen by the review panel.

### **PREVIOUS COUNCIL ACTION**

Council approved the RFQ for City Engineer services and Council set up a review panel.

### **ALTERNATIVES/FINANCIAL IMPLICATIONS**

N/A

### **STAFF RECOMMENDATION**

Allow staff to execute the contract.

### **EXHIBIT**

Contract for City Engineer Services.

### **PROPOSED MOTION**

I move the Falls City Council grant its consent to allow Mayor Ungricht to execute the contract with minor changes to be agreed to by the City Attorney, Westech, and the Mayor.

# CITY OF FALLS CITY CITY ENGINEERING SERVICES CONTRACT

This Contract is by and between the City of Falls City ("City") and \_\_\_\_\_ ("Engineer") for the performance of general city engineering services for City, on an as needed basis.

## A. RECITALS

City has conducted a formal solicitation for proposals from engineering firms pursuant to City Public Contracting Rules Division 48.

Engineer submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified engineer, best suited to meet City's needs pursuant to the RFP criteria.

City has awarded the contract to Engineer.

## B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Oregon Personal Services Public Contracting Code Requirements
- Exhibit C – Request for Proposal
- Exhibit D – Engineer's Proposal and Schedule of Rates and Charges

## C. AGREEMENT

### 1. Term

The term of this Contract shall be from its execution to \_\_\_\_\_, 20\_\_\_\_, for an initial three (3) year term. Thereafter, it may be extended for additional two (2) year terms upon written consent of both parties. Such extension(s) will consider adjustments to Engineer's schedule of charges attached within Exhibit D to this Agreement.

### 2. Scope of Work

Engineer shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.

### 3. Compensation

- 3.1 Compensation. For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit D.
- 3.2 Invoices. Invoices for services of Engineer shall be billed to the City in summary form, itemized by projects and/or work tasks, on or about the \_\_\_\_\_ day of each month for all services performed through the last day of the previous month. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

- a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

**4. Contractor Is an Independent Contractor**

Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Engineer's completed work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work. Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under the Contract and will not have any amounts withheld by City to cover Engineer's tax obligations. Engineer is not eligible for any City fringe benefit plans.

**5. Notices**

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City:

\_\_\_\_\_  
City of Falls City  
299 Mill Street  
Falls City, OR 97344

Phone: (503)787-3631  
Fax: (503)787-3023

Engineer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

## 6. Indemnification

Engineer shall indemnify, hold harmless, and defend City and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Engineer's negligent performance and/or fault of Engineer, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Engineer, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Engineer shall defend City from claims covered under this section at Engineer's sole cost and expense until such time (1) as an arbitration panel or a court of competent jurisdiction determines that City is liable in whole or in part for the loss or claim caused by City's negligence or (2) until City and Engineer mutually agree to allocate the liability.

## 7. Insurance Requirements

7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

\$2,000,000 – each occurrence (bodily injury)  
\$2,000,000 – general aggregate  
\$1,000,000 – property damage, contractual, etc.  
\$1,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- c. Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of five (5) years after final completion.
- d. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

7.3 Policies shall provide that City, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.

7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.

- 7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.
- 7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon.
- 7.7 Engineer shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Engineer shall furnish City with executed copies of such policies of insurance. Engineer shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

**8. Workers' Compensation**

- 8.1 Engineer, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify City for any liability incurred by City as a result of Engineer's breach of the warranty under this paragraph.

**9. Hours of Employment**

Engineer shall comply with all applicable state and federal laws regarding employment.

**10. Assignment**

Engineer may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may be withheld in City's sole discretion. Engineer may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. Engineer's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

**11. Labor and Material**

Engineer shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

**12. Ownership of Work and Documents**

All work performed by Engineer and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any materials furnished to City by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

**13. Termination for Convenience**

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

**14. Termination for Cause**

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

- 14.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

**15. Termination for Default**

Either City or Engineer may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

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

**16. Remedies**

In the event of breach of this Contract the parties shall have the following remedies:

- 16.1 If terminated under paragraph 15 by City due to a breach by Engineer, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to City the amount of the reasonable excess.
- 16.2 In addition to the above remedies for a breach by Engineer, City also shall be entitled to any other equitable and legal remedies that are available.

- 16.3 If City breaches this Contract, Engineer's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Engineer is entitled.
- 16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by City, Engineer shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

**17. Nondiscrimination**

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

**18. Governing Law; Jurisdiction; Venue**

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Engineer that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Polk County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. ENGINEER BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

**19. Compliance with Laws and Regulations**

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Engineer expressly agrees to comply with: (i) ORS 659.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Engineer, its sub-consultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

**20. Experience, Capabilities and Resources**

By execution of this Contract, the Engineer agrees that:

Engineer is an experienced engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.

Engineer has the capabilities and resources necessary to perform the obligations of this Contract.

Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings,

specifications, and other documents prepared by Engineer shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

**21. Drawings, Specifications and Other Documents**

Engineer hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

**22. Errors and Omissions**

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its sub-consultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials.

**23. Contract Performance**

Engineer shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer that has not been cured. Engineer agrees that time is of the essence under this Contract.

**24. Access to Records**

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to City, and its duly authorized representatives in preparation for and during litigation.

**25. Representations and Warranties**

Engineer represents and warrants to City that (1) Engineer has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its terms, (3) Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**26. City Obligations**

26.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks. With regard to subcontractor liens, City shall furnish to Engineer, within fifteen (15) days after receipt of a written request, information necessary and relevant for Engineer to evaluate, give notice of, or enforce lien.

- 26.2 City shall establish and update, if necessary, overall project budgets, including engineering and construction costs.
- 26.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Engineer, reasonably required by the scope of a project, and agreed to by City.
- 26.4 City shall furnish all testing as required by law or the contract documents.
- 26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Engineer has performed requisite project management and oversight duties.
- 26.6 City shall provide prompt written notice to Engineer if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Engineer's design or performance under the contract.
- 26.7 City shall pay Engineer in accordance with paragraph 3 and Exhibit C of this Contract, upon receipt of Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.
- 26.8 City shall report the total amount of all payments to Engineer, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 26.9 City shall guarantee access to, and make all provisions for Engineer to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.
- 26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of Engineer to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Agreement price or Agreement time.

**27. Arbitration**

All claims, disputes, and other matters in question between the City and Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Polk County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

A claim by Engineer arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Engineer may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written

decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Council's decision being binding upon the City and Engineer.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Engineer to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

**28. Attorney Fees**

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Engineer agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

**29. Successors and Assigns; Subcontractors and Assignments**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**30. Limitation of Liabilities**

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Engineer shall not be liable for any consequential damages under this Contract.

**31. Foreign Contractor**

If Engineer is not domiciled in or registered to do business in the state of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

**32. Confidentiality**

Engineer shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's sub-consultants to maintain the confidentiality of information of City.

**33. Force Majeure**

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

**34. Waivers**

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Engineer of the same or any other provision. City's consent to or approval of any act by Engineer requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Engineer, whether or not similar to the act so consented to or approved.

**35. Severability**

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

**36. Headings**

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

**37. Integration and Modification**

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

**38. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

**39. Certificate of Compliance with Oregon Tax Laws**

By executing this Contract, Engineer certifies under penalty of perjury that Engineer is, to the best of Engineer's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

CITY OF FALLS CITY

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Exhibit A

### Scope of Work

#### SERVICES AND RESPONSIBILITY OF ENGINEER

- A. Services shall be provided pursuant to City work task requests or as otherwise requested by City in writing. When authorized by City, the specific services which the Engineer shall furnish will generally consist of, but not be limited to, the following itemized services:
1. Engineering services for municipal systems including studies, designs and construction administration.
  2. Consultation with the City Manager and staff members on specific problems related to the City's facilities.
  3. Attend meetings, when requested by the City Manager, or when necessitated by project work underway.
  4. Project reviews, construction observation, and field surveying services.
  5. Miscellaneous technical services requested by the City Manager.
  6. Preparation of Federal and State Funding applications, as authorized by the City Manager.
  7. Plan review.
  8. Feasibility studies and facilities plans.
  9. Apprise City of applicable changes in state or federal law regarding engineering or design services where such changes in state and federal law directly affect the Engineer's work or the City's projects, and public works.
- B. Basic engineering services. When authorized by the City, Engineer will provide engineering services for improvement projects. These will generally consist of, but not be limited to, the following itemized services:
1. Preparation of plans and specifications ready for a call for bids.
  2. Tabulation of bids at bid opening, report same to the City, and assist in awarding Contracts for Construction.
  3. General observation of the work by observation trips to the job site on a periodic basis, as agreed with the City.
  4. Preparation and submittal of proposed contract change orders.
  5. Preparation of monthly progress payments to the Contractor.
  6. Final review of the project by the Engineer.
  7. Final acceptance of the project by the Engineer and recommendations accordingly to the City.
  8. Submission to the City of final quantities and costs.
  9. Furnish a set of "record" reproducible mylars, or other mutually agreed format suitable for long term preservation and storage.
- C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required upon City's written request. Included in these services, but not limited to, are:
1. Resident observation – Provide the services of an observer, acceptable to the City, as requested when contracts have been let by the City for construction. The Observer shall keep a daily diary of work progress. The Observer shall check and approve all construction work, prepare record drawings of the construction work, and prepare the monthly progress payments to the Contractor. As used in this document, the term "record drawings" means a set of documents consisting of record specifications and record drawings showing the reported location of the work.

Record drawings are based on information provided by persons other than the Engineer, and the Engineer does not warrant their accuracy.

2. Redesigns – As ordered by the City after final plans have been completed.
3. Appearances before courts or boards on matters of litigation related to a project.
4. Preparation of operation and maintenance manuals and cost of duplication.
5. Printing of plans and specifications.
6. Preparation of planning studies or reports, including costs of duplication.
7. Coordinating and obtaining permits and arranging agency reviews. Fees for permits or agency review are excluded from Engineer's services, and will be paid by others.
8. Miscellaneous other technical services as may be assigned and for which Engineer has qualifications and/or expertise.
9. Consultant Services – (Various technical services for which City requires Engineer to manage, monitor or direct):
  - a. Field engineering – Survey crew to stakeout construction work, provide preliminary design surveys and design land surveys. Survey crew shall furnish all necessary equipment, instruments, transportation, stakes and subsistence required for field engineering.
  - b. Soils investigations – including test borings, related analysis and recommendations by the Engineer.
  - c. Laboratory tests, well tests, borings, specialized geological, or other studies recommended by the Engineer.
  - d. Other consultant services requested by City, such as mechanical, electrical, architectural, wetland, permitting and cost estimation services.

## Exhibit B

### Oregon Public Contracting Requirements

#### ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract.
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- (5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) Consultant shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*).
- (8) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.

- (12) Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Consultant certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

**Exhibit C**

**Request for Proposal**

**Exhibit D**  
**Engineer's Proposal**