



Mayor Corey L Adams

Council Members:

Jeri St Onge, Council President
Rita Baller
Allan Bramall
Gerald L Hill Jr
Heather Stritzke
Katie Vinson
Mariah Woodward, Honorary City Councilor

City Staff:

City Recorder, *Sue C Hollis*
Library: *Melissa Hansen & Denise Willms*
Office Coordinator: *Debra Bernard*
Office Specialist: *Amber Deibel*
Public Works Director: *Jeff Brown*

WILLAMINA CITY COUNCIL REGULAR MEETING

Thursday, September 11, 2014

7:00 PM

- I. **Roll Call**
- II. **Flag Salute**
- III. **Approval of Minutes**
 1. Minutes of Regular Meeting of August 14, 2014 (*separate cover*)
 2. Minutes of Special Meeting/Work Session of August 28, 2014
- IV. **Public Input**
 1. Jackie Lang, Waste Management (*15 minute presentation*)
Waste Management Community Partnership Grant & Riverbend Update
- V. **Old Business**
 1. Hearing – Sidewalk Repairs at 372 NE C Street
 - a. Staff Report & Attachments
 2. Citizen Request for Stop Sign on Pioneer Street at Oak Street
 3. Approval of Pro-Tem City Recorder Personal Services Agreement
 4. Open Carry of Firearms in Public Buildings
- VI. **New Business**
 1. Possible Ordinance to Adopt Marijuana Tax
 2. An Assessment of Intergovernmental Cooperative in Polk County, Oregon (*information only*)
 3. 2014 Oregon Main Street Conference October 1-3, 2014 (*information only*)
- VII. **Mayor's Report**

None
- VIII. **Council Liaison Reports**
 1. Chamber Liaison (Councilor St Onge)
 2. School Board Liaison (Honorary Councilor Woodward)
 3. YCOM Board (Councilor Baller)

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IX. Council Committee Reports

1. **Finance Committee**
 - a. **Minutes of Meeting of September 2, 2014** (*separate cover*)
 - b. **Check Registers - August 1-31, 2014** (*information only*)
2. **Public Works Committee** (*no quorum*)
3. **Planning Commission Report (Commissioner Ulrich)**

X. Reports of City Officers

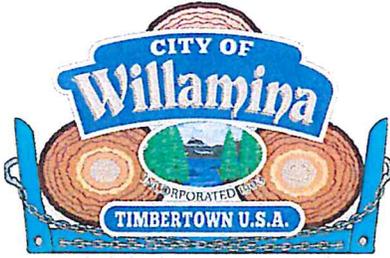
1. **City Recorder**
 - a. **2010-11 Audit Update** (*verbal*)
2. **Public Works**
 - a. **Monthly Report**
 - b. **Approval of Budgeted Public Works Equipment Purchases**
3. **Library**
 - a. **Library Board** (*no meeting*)
 - b. **Youth Services Librarian Report** (*Verbal*)
 - 1) **Junior Maker Spaces Award**
4. **Sheriff's Office**
 - a. **Code Enforcement Report – August 2014**
 - b. **Crime Summary – August 2014** (*handout*)

XI. Adjourn**Next Council Meeting Dates**

Special Meeting (*tentative*) & **Work Session – September 25, 2014 (7:00 pm)**

Regular Session – October 9, 2014

Persons with hearing, visual or manual impairments who wish to participate in the meeting should contact the City of Willamina at least 48 hours prior to the meeting date in order that appropriate communication assistance can be arranged. The City of Willamina Council Chambers are accessible to the disabled. Please let us know if you need any special accommodations to attend this meeting.



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WILLAMINA CITY COUNCIL SPECIAL MEETING & WORK SESSION
Thursday, August 28, 2014
7:00 PM

Present:

Mayor Adams
Councilor Baller
Councilor Bramall
Councilor Hill
Councilor St Onge
Councilor Vinson

Absent:

Councilor Stritzke
Hon Councilor
Woodward

City Staff Present:

Sue Hollis, City Recorder
Jeff Brown, Public Works
Director
Sergeant Russ
Vandewettering, YC
Sheriff's Office
Deputy Kent Stuart, YC
Sheriff's Office

Others Present:

Ila Skyberg, Mayoral
Candidate
Craig Johnson Sr
Sal Peralta, Yamhill
County Commissioner
Candidate

I. Flag Salute

Mayor Adams called the meeting to order at 7:01 pm. The Pledge of Allegiance was recited.

II. Roll Call

Sue Hollis, City Recorder, conducted the Roll Call. A quorum was present.

III. Public Input

At this time, Councilor Vinson arrived at the meeting.

Complaint from Doug Colton

Sue Hollis called attention to a handout complaint form from Mr Colton requesting a stop sign on Pioneer Street at Oak Street (attached hereto and made a part hereof). The Mayor read the complaint into the record.

Councilor St Onge stated that she lives on that street and speeding is a problem. She said it was a bad road and people go 70 mph down that road.

Sue Hollis noted that street is the site of the paving project under the Special City Allotment.

Discussion followed regarding options and costs of a new stop sign. Jeff Brown, Public Works Director, suggested that he prepare a report to Council at the September 11 meeting with a schematic of the traffic control signs and the proposed additional sign. Council concurred.

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Craig Johnson, Sr

Mr Johnson stated that he wanted to compliment Deputy Stuart, the City Code Enforcement Officer, on his work. He had read the article in the paper and felt it gave a really good description of his duties and what he is doing for the City. He thanked Deputy Stuart for his efforts.

Mr Johnson invited members of the Council to attend the free Community Kitchen at the Free Methodist Church from 4:30-6:00 pm every Saturday. They usually have 50-60 people who attend. He suggested that they come and have a meal with them and talk with the people there.

IV. Old Business

None.

V. New Business

1. Pioneer Street SCA Project (handout)

Sue Hollis apologized for not having the handout as noted and gave a verbal report. There were 3 bids on the project. The total budget for the project is \$50,000, of which about \$42,000 is still available. The lowest bid was \$61,000 and the other two bids were \$69,000+. The Council has three options: 1) award to the lowest bidder and try to come up with the \$18,000 over budget cost from the current Streets budget which is not really feasible; 2) reject all bids and rebid in the Spring when we might get a more favorable bid; and 3) negotiate with the lowest bidder.

Jeff Brown reported that he had taken another look at the project with the City Engineer, Peter Olsen. It was there recommendation that we redo the scope of work and see if there are some things that the City could undertake on its own to reduce costs, such as traffic control and gravelling the roadside after paving, then rebid it in the Spring when paving contractors are not so busy. We have until January 2016 to complete the work. Brief discussion followed about what would happen if the next bids came in as high. Sue Hollis noted that one of the options would be to schedule the actual paving after July 1, 2015, and spread the unanticipated costs over two budget years.

Councilor Baller **moved** to reject all bids on the Special City Allotment project and rebid it after the first of the year.

Councilor St Onge **seconded**. Motion **carried** unanimously, with Councilors Baller, Bramall, Hill, St Onge and Vinson voting aye; none opposed (Councilor Stritzke absent).

2. Request for Hearing – Sidewalk Repairs at 372 NE C Street

Mayor Adams called attention to a handout memo requesting a hearing be set for September 11, 2014, on sidewalk repairs at 372 NE C Street (attached hereto and made a part hereof).

Discussion followed about certain issues raised in Ms Bailey's letters that were not really relevant to City staff working on this project. An example was that an elected official had offered to buy the property. Since this was not a City Council discussion, staff had no knowledge of these events which were essentially a private matter.

Mayor Adams felt that he was slammed pretty hard in the memos since he was the one who offered to purchase the building to house his construction business. He went on to explain that this was approximately 18 months ago. Ms Bailey declined the offer, but asked him to check again later. He did so about 6 months afterward and she was still not interested in selling so he dropped the matter. He has had no conversation with Deputy Stuart or Jeff Brown on the matter.

Councilor St Onge noted that Ms Bailey also infers that Robert Burr was given special treatment in the repair of his driveway entrance. It was the Councilor's understanding that the City offered Mr Burr the same assistance that Ms Bailey was offered which was to tear out the old material. Sue Hollis responded that this was correct. Mr Burr's driveway entrance was replaced, however, he paid for that privately. The City did not pay for the repair. Jeff Brown noted for the record that it has been the policy of the City since he has worked here to offer assistance to any citizen repairing or replacing an existing sidewalk by removing the old concrete.

Councilor St Onge asked if the attorney feels we need to answer all of these questions. Sue Hollis responded that the attorney feels that staff should concentrate only on the main issues. Discussion followed about a timeline for completion.

Mayor Adams reported that he would not be able to be present for the September 11th meeting. He noted for the record that he would have very much liked to be present, but has a trip scheduled for that week and he is not willing to cancel it. He just wanted Ms Bailey and Council to know that he is not deliberately avoiding this hearing.

Councilor Vinson noted that Ms Bailey was a very good friend of hers. She would let her know that her brother has some experience in this area and might be able to know some more affordable options to make the repairs. Mayor Adams noted that he would be happy to talk with her about the issues.

Councilor Baller asked if there was any record of a complaint about water damage at this location. Sue Hollis responded that staff did check back when the original letter was received, but did not find any correspondence or complaints. She noted that the reality was that this sidewalk is really, really old. Councilor St Onge agreed and noted that driving over it with vehicles has also most likely degraded it as well.

Councilor St Onge **moved** to suspend the September 15, 2014, deadline for the sidewalk repairs at 372 NE C Street, set a hearing for the September 11, 2014, City Council meeting and direct staff to prepare a report for that meeting.

Councilor Hill **seconded**. Motion **carried** unanimously, with Councilors Baller, Bramall, Hill, St Onge and Vinson voting aye; none opposed (Councilor Stritzke absent).

3. **Certification of Candidates for November 4 Election** *(information only)*

Sue Hollis called attention to the handout of the City of Willamina Certification of Candidates for the November 4 General Election (attached hereto and made a part hereof). No action is required.

4. **Closure of City Burn Pile**

Jeff Brown reported that he has closed the City burn pile. Staff is dealing with mattresses, box springs, chairs and other household furnishings which are not permitted on the burn pile. It has begun to escalate over the past few weeks. The City then must pay to dispose of these items. It may be reopened at some future date.

VI. **Adjourn to Work Session**

Councilor St Onge **moved** to adjourn from Special Session to Work Session.

Councilor Hill **seconded**. Motion **carried** unanimously, with Councilors Baller, Bramall, Hill, St Onge and Vinson voting aye; none opposed (Councilor Stritzke absent).

VII. **Work Session – Code Enforcement**

At 7:26 pm, Council met in work session on code enforcement. Sue Hollis called attention to copies of the recent article in *The News-Register* and a photo of what the property looks like today (attached hereto and made a part hereof).

Councilor Baller asked how long it had taken to get to today's picture. Deputy Stuart responded that it was 2 years. He then went on to outline the issues he has had with the different banks and mortgage companies that have vacant properties in Willamina. Most are still not cooperative and try to make him jump through a bunch of hoops that the state law and Willamina Municipal Code do not require. One of the issues he deals with is that they only want to mow the front lawn where it is visible, but let the back yard and other parts of the property grow wild. He and the City Recorder, Sue Hollis, have discussed in detail how to get compliance without the City doing abatement because we have limited resources for this and may not be able to recover the costs.

Councilor St Onge asked if he was sending citations or letters. Deputy Stuart responded that he was not sending citations, but working to get compliance in other ways. He noted that he has offered his services to inspect the properties and to put property managers in touch with local contractors. Councilor St Onge noted that the City, in the past, had wanted him to go in that direction but maybe it was time to change course if they do not comply.

Deputy Stuart outlined how a code enforcement action is handled. First he goes to the property and attempts to make contact with the persons living in the residence to educate them about the problem or problems. He actually offers to walk around the property and show them. If they don't take action, he then issues a 10-day warning which is a door hanger that lists all the pertinent codes that apply to their particular property. After the 10 days, he has the option of coming back in 10 days and giving them a \$300 a day citation. He always tells them, however, that if they work with him and he starts to see progress, he can extend that 10 days a little longer. For the most part, most people will comply. If they don't comply, he then sends them a certified letter with a second chance to comply by a certain date. If they still do not, he then can issue the citation. If there is a health/safety hazard, he does not have to give them a lengthy amount of time. He went on to note that he keeps a file on each location that includes a contact log showing everything he has done to get compliance.

Sergeant Vandewettering noted that the Code only requires a 10-day notice. After that, Deputy Stuart could issue a citation, but has focused on obtaining voluntary compliance. Councilor St Onge responded that she appreciated Deputy Stuart's efforts and was not criticizing the process. She just felt that maybe it was time for Council to take a more forceful approach for those that make no effort to comply, especially absentee property management companies and banks/mortgage companies. They do not live in, or care about, our community. Deputy Stuart noted that the City of Medford doesn't even give warnings any more. They just mail the corporation the citation and turn it over to the judge. It then goes through the normal court process.

If they do not show up and the judge issues a citation then we would send a certified letter seeking payment and if not, it may end up as a lien. Hollis will check with the City Attorney on attaching a lien in these circumstances. Councilor Vinson felt that corporations should be held to the same standard as local residents. Deputy Stuart noted that it costs the City between \$500-\$1,000 to abate a property that is overgrown.

Councilor St Onge asked how many properties he is dealing with currently. He estimated the city has about a 20% vacancy rate. He works to get contact names so he can deal with a real person.

Councilor St Onge stated that, at least for the abandoned properties, we take a stronger approach. She cited a property on Barber which is adjacent to a school bus stop and sometimes the weeds are very tall and the kids go in and out of it. At one point, members of the community and neighbors were mowing it because of the kids. Deputy Stuart noted that it is now being mowed by the mortgage company.

Councilor Baller noted that when it takes 2 years to get voluntary compliance, the community feels that nothing is being done even though it is. She expressed her appreciation for the work he did to get tall grass and weeds mowed before the 4th of July. She felt that the top priority should be on places with garbage, vehicles up on blocks, and any other obviously hazardous conditions. She felt that when these are cleaned up other properties seem to follow. She also noted that she appreciated seeing pictures of places we have dealt with over the years. Sometimes, after a property is cleaned up, we forget how bad it really was before that happened. It is good to be reminded of how far we have come in this regard. She concurred that we should put a little more "oomph" into our enforcement. Sometimes people do take advantage when they know you are willing to work with them.

Councilor St Onge asked if the challenge to getting properties mowed is financial – do the owners not have a lawn mower? Deputy Stuart responded that he did not believe this was the case. He has been a cop for 35 years, and 5% of the population requires 90% of our efforts. We have the same thing here in Willamina. A small percentage of the population doesn't give a hoot and won't do anything until they have to. Some of them even say they were waiting for me to remind them to mow! If he is dealing with the same properties every year, he doesn't give them extended periods of time to clean up and will issue a citation more quickly.

Councilor Baller expressed her appreciation for his efforts and those of the Sheriff's Department in general. People have much more respect for the officers because they have made an effort to become more approachable. She felt that the City has bent over backward to work with violators. Brief discussion followed about the benefits of having the Code Enforcement Officer in uniform.

Deputy Stuart felt that he has developed enough rapport with the citizens that they tell him things that he can then pass on to the regular deputies. Also, the fact that he patrols in a marked vehicle, people who do not live here don't know he is not a regular deputy.

Jeff Brown noted that the City's first Code Enforcement Officer did not wear a uniform and he has seen a big difference since Deputy Stuart has been on the job. Councilor St Onge noted that she agreed with that, but wanted to be sure he has teeth to do the job.

Deputy Stuart note that there are resources he can tap into to help people who can't afford or are physically unable to do the work. Councilor St Onge felt that we have a great community.

Councilor Baller asked if he had received any hints from other areas about how to deal with the various vacant properties. Deputy Stuart responded that he has been talking with an officer in another city that has recently enacted an ordinance that sets out specific guidelines that, if not met, will result in a fine to whoever is in charge of the property. Councilor Vinson felt that a fine might result in them moving us up on their priority list. Mayor Adams noted that the additional income would be nice as well. Deputy Stuart has asked for a copy of the ordinance so that he and the City Recorder can see if this is something that would work here.

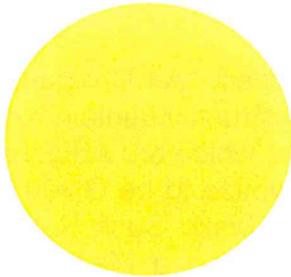
At this time, Councilor St Onge introduced Sal Peralta, a candidate for Yamhill County Commissioner, who has come tonight to meet with anyone who is interested to discuss how the County might assist the cities.

VIII. Adjourn

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Councilor St Onge **moved** to adjourn.

Councilor Bramall **seconded**. Motion **carried** unanimously with Councilors Baller, Bramall, Hill, St Onge and Vinson voting aye; none opposed (Councilor Stritzke absent).
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Meeting adjourned at 7:58 pm.



Corey Adams, Mayor

Attest:

Sue Hollis, City Recorder

Attachments

F:/CITY COUNCIL/MINUTES/2014-15/2014.08-28.SPECIAMTG&WORKSESSION



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MEMO TO: CITY COUNCIL

DATE: SEPTEMBER 11, 2014

FROM: SUE C HOLLIS, CITY RECORDER

SUBJECT: STAFF REPORT – 372 NE C STREET SIDEWALK HEARING

Background

1. On May 31, 1990, the City Council adopted Ordinance #548, entitled, "An Ordinance Providing that the Owner or Owners of Real Property Shall Construct, Maintain and Keep in Repair the Sidewalks in the Streets of the City of Willamina, which are Adjacent to or Abutting on Their Respective Real Properties, Providing for Notice to be Given to Such Owner or Owners to Repair Same, Providing for the City to Make Such Repair and Levy the Cost Thereof Against Such Abutting Property, Providing a Method of Foreclosing as a Lien Upon the Property Any Such Cost, Providing for the Liability of Property Owners for Personal Injury Due to Defective Sidewalks, Repealing Ordinance Number 416 and Declaring an Emergency." This ordinance was subsequently codified as Chapter 94: Streets and Sidewalks, of the Willamina Municipal Code (hereafter called WMC). A copy of that Chapter of the WMC is attached.
2. The City contracts with the Yamhill County Sheriff's Office to provide a Code Enforcement Officer (hereafter called COE) 19 hours per week. Deputy Kent Stuart is the current COE. The duties of the COE include enforcement of the provisions of Chapter 94 of the WMC.
3. On May 15, 2014, Deputy Stuart followed up on a report of tall grass and weeds and the sidewalk condition at 372 NE C Street which is in the line of sight from the Willamina City Hall and adjacent to the Willamina Library. The COE then took pictures of the conditions in question as is his usual practice (copies attached), and contacted Yamhill County to obtain the name and address of the current property owners (copy attached).
4. The COE's Case Log for this location notes a verbal, personal contact with Kevin Nortness regarding tall grass and weeds and broken sidewalk at 372 NE C Street. Subsequent to that notification, no action was taken to address any of the issues discussed.

5. As a result, on June 16, 2014, Deputy Stuart sent a letter (Certified Mail/Return Receipt Requested) to the property owner of record, Joi Bailey Saucey, notifying her that the property was in violation of Sections 93.07/Section 5 and 94.01 of the WMC (copy attached). Ms Bailey signed for this letter on June 30, 2014 according to the return receipt.
6. Following this letter, there was a series of correspondence to Ms Bailey and from Ms Bailey as outlined below with copies of each attached hereto. Copies of these letters were also provided to the City Attorney since we have been closely coordinating with him on this issue.
 - a. Letter from Ms Bailey dated July 18, 2014, received on July 21, 2014 addressed to Deputy Stuart;
 - b. Letter from Ms Bailey dated July 28, 2014, received that same date, addressed to Municipal Court Judge Terrance Mahr, City Recorder Sue Hollis, and Mayor Corey Adams;
 - c. Letter to Ms Bailey from City Recorder dated July 28, 2014;
 - d. Letter to Ms Bailey (Certified Mail/Return Receipt Requested), dated August 15, 2014;
 - e. Letter from Ms Bailey to Mayor Corey Adams dated August 23, 2014;
 - f. Letter to Ms Bailey from City Recorder dated August 27, 2014;
 - g. Letter from Ms Bailey to Mayor Adams dated August 28, 2014;
 - h. Memo to City Council from the City Recorder dated August 28, 2014; and
 - i. Letter to Ms Bailey from City Recorder dated August 29, 2014.

Findings of Fact

After discussing the issues that should be addressed in the staff report with the City Attorney, it was his concurrence that our primary focus is whether or not a violation of the Municipal Code has occurred and who is responsible for the repairs. Some of the issues presented in Ms Bailey's correspondence were of a personal nature and/or not relevant when it comes to determining the answer to these questions. For example, the mention of an elected official wishing to purchase this property. No elected official has ever discussed this property in any context with any staff person involved in this issue prior to issuance of the notice, nor was it discussed by the full City Council. This action is a private matter between the property owner and the elected official and has no bearing upon whether or not a violation exists. The questions addressed in this Staff Report are as follows:

1. Did the Code Enforcement Officer cite the appropriate Municipal Code in issuing the notice of violation dated June 16, 2014, related to tall grass and weeds and sidewalk repair.

Yes. As stated in the letter, tall grass, shrubbery and noxious weeds are a violation of Section 93.07, Section 5, and Section 94.01, General Maintenance for sidewalks.

2. Does the Code Enforcement Officer have the authority to issue such notice without a citizen complaint on file?

Yes. The Code Enforcement Officer is charged by City Council to both follow up on any citizen complaints of potential violations, and to use his own judgment about whether there is a violation. Deputy Stuart routinely patrols various areas of the City to determine if problems exist. This particular property is one that he does go by on a regular basis since he works from, and parks his patrol vehicle at, City Hall which is in the next block north on NE C Street.

3. Do the photos match the conditions outlined in the letter?

Yes. The photographic record shows tall grass and weeds along the edge of the front of the building and on both sides of the sidewalk. The sidewalk is in various stages of disrepair, with the area in front of the driveway access broken into much smaller pieces than those on either side. All of the approximately 53 feet of sidewalk is broken up, caved in, and in need of replacement. City Hall staff often observe pedestrians choosing to walk in the street until they reach the sidewalk in front of the Library.

4. Was there a break in the City water main at or near this location?

No. The City water main is on the opposite side of C Street, not in front of this building, and has not had a leak in the memory of the current Public Works Director, Jeff Brown. There was a leak in the service line to Robert Burr's property to the south that was repaired in 2008. The City does not keep detailed records of service line repairs so such records are not available for review. Such work is considered part of the routine system maintenance duties assigned to Public Works personnel.

5. Did the City pay for the repairs to Mr Burr's driveway which is adjacent to the service line repair.

No. The City paid only for the section of the sidewalk that had to be removed to access the leak. Mr Burr paid for the new concrete in the driveway access adjacent to the City's repair. The City did assist with removal of the old concrete. We have also offered this same service to Ms Bailey.

6. Does the City have an easement from the center of the street to Ms Bailey's property line?

No. This area is public right of way (see attached definition), but is the real property of Ms Bailey. The City has taken responsibility for maintenance of the public street, but has assigned the responsibility for maintenance and repair of the public sidewalk to the property owner for "...all sidewalks in the streets, avenues and alleys of the city in front of and that are adjacent to or abutting upon the owner's or owners' real property."(see Section 94.01 of WMC).

Staff Conclusions

Staff concludes the following:

1. The sidewalk adjacent to the street at 372 NE C Street is broken up, caved in and generally a hazard to pedestrian traffic and needs to be replaced with a new concrete surface for its entire length; and
2. That WMC Chapter 94, Section 94.01, assigns responsibility for the maintenance and repair of sidewalks adjacent to streets, avenues and alleys of the city that are in front of and that are adjacent to or abutting upon an owner's real property to said owners; and
3. That the real property owner according to the Yamhill County Tax Rolls is Ms Joi Bailey who is therefore responsible for the needed repair and maintenance; and
4. That the City will extend the same offer to assist with removal of the old sidewalk without charge to Ms Bailey that we do to other property owners who are replacing or repairing sections of sidewalks.

Attachments

CHAPTER 94: STREETS AND SIDEWALKS

Section

Responsibilities of Property Owners

- 94.01 General maintenance requirement
- 94.02 Requirement of property owner to construct sidewalks
- 94.03 Owner or occupant to remove obstructions
- 94.04 Liability for injury
- 94.05 Determination of defective sidewalk
- 94.06 Notification by City Council
- 94.07 Repairs by city; declaration of lien
- 94.08 Lien docket; interest
- 94.09 Collection of lien
- 94.10 Alternative procedure

others using the same. The city has no responsibility for the maintenance or repair of sidewalks on the streets thereof, adjacent to or abutting on property owners' real property.

(B) It is made the duty of every property owner whose property abuts upon any street that has been improved with hard-surfaced pavement, or along any street the grade of which has been established and which has been improved by excavating and bringing the street to an established grade, to construct a cement sidewalk conforming to the ordinances of the city within 60 days from the completion of any structure located upon the property of the owner.

RESPONSIBILITIES OF PROPERTY OWNERS

§ 94.01 GENERAL MAINTENANCE REQUIREMENT.

Real property owners in the city shall maintain and keep in repair all sidewalks in the streets, avenues and alleys of the city in front of and that are adjacent to or abutting upon the owner's or owners' real property.

(Ord. 548, passed 5-31-1990)

§ 94.02 REQUIREMENT OF PROPERTY OWNER TO CONSTRUCT SIDEWALKS.

(A) It is made the duty of all property owners in the city to keep the sidewalks on the streets thereof, adjacent to or abutting on their respective real property, in a good state of repair, in order to eliminate the hazard of injuries to pedestrians or

(C) (1) It is made the duty of every property owner whose vacant or nondeveloped property abuts upon any street that has been improved with a hard-surface pavement, or along any street, the grade of which has been established and which has been improved by excavating and bringing the street to an established grade, to construct a cement sidewalk

[missing text]

ordinances at such time as the sidewalks have been installed and constructed along any 1 individual block to the extent of 50% of the lineal distance of the block, the sidewalk to be constructed within 60 days after notice by the City Engineer or Street Superintendent. A property owner shall be eligible for a 1-year delay in completing the construction upon application to and approval by the Council.

manner provided for the collection of assessments for local improvements.
(Ord. 548, passed 5-31-1990)

§ 94.10 ALTERNATIVE PROCEDURE.

The procedure prescribed in this chapter shall be in no wise deemed a repeal of any existing ordinance providing for the repair of any existing sidewalk within the city, but is an alternative procedure, which in the sole discretion of the Council may be invoked for the repair of sidewalks within the city. Failure of the city to notify the property owner of needed repair shall not relieve the owner of liability.
(Ord. 548, passed 5-31-1990)

city within 60 days after notice has been given by the City Engineer or Street Superintendent.

(Ord. 548, passed 5-31-1990)

§ 94.03 OWNER OR OCCUPANT TO REMOVE OBSTRUCTIONS.

It is the duty of an owner or occupant of land adjoining a street to maintain in good repair and remove obstructions from the adjacent sidewalk.

(Ord. 548, passed 5-31-1990)

§ 94.04 LIABILITY FOR INJURY.

(A) The owner or owners of real property, in the city, shall be liable for any person suffering personal injury or property damage, by reason of any defect in the sidewalk adjacent to or abutting upon the property of the respective owner or owners thereof.

(B) If the city is required to pay damages for an injury to persons or property caused by the failure of a person to perform the duty which this chapter imposes, the property owner shall compensate the city for the amount of damages thus paid. The city may maintain an action in a court of competent jurisdiction to enforce the provisions of this section.

(Ord. 548, passed 5-31-1990)

§ 94.05 DETERMINATION OF DEFECTIVE SIDEWALK.

Whenever any sidewalk becomes defective or out of repair, the Utility Superintendent may, at his or her discretion, report the same to the City Council, designating the description of the property upon which the sidewalk fronts, is adjacent to or abuts upon, the record owner or owners of the property, and also the kind and nature of repair to the sidewalk, and that in his or her judgment repair thereof is necessary for the safety of pedestrians and others using the same. Failure of the city to notify property owner of needed repairs shall not relieve the property owner of liability in the event of personal injury or property damage suffered by reason of any defect in the sidewalk

adjacent to or abutting upon the property of the owner or owners.

(Ord. 548, passed 5-31-1990)

§ 94.06 NOTIFICATION BY CITY COUNCIL.

The City Council, upon receipt of the report from the Utility Superintendent and deeming the repair necessary, may direct that the owner or owners repair the sidewalk by notifying the owner or owners in writing by mail, if the address of the owner or owners is known; if not known, by posting notice thereof on the property involved. This notice shall direct that the owner or owners make and complete the repairs, in the manner described in the notice, on or before 30 days after the mailing or posting of the notice. This notice is to be given or posted by or under the direction of the City Recorder.

(Ord. 548, passed 5-31-1990)

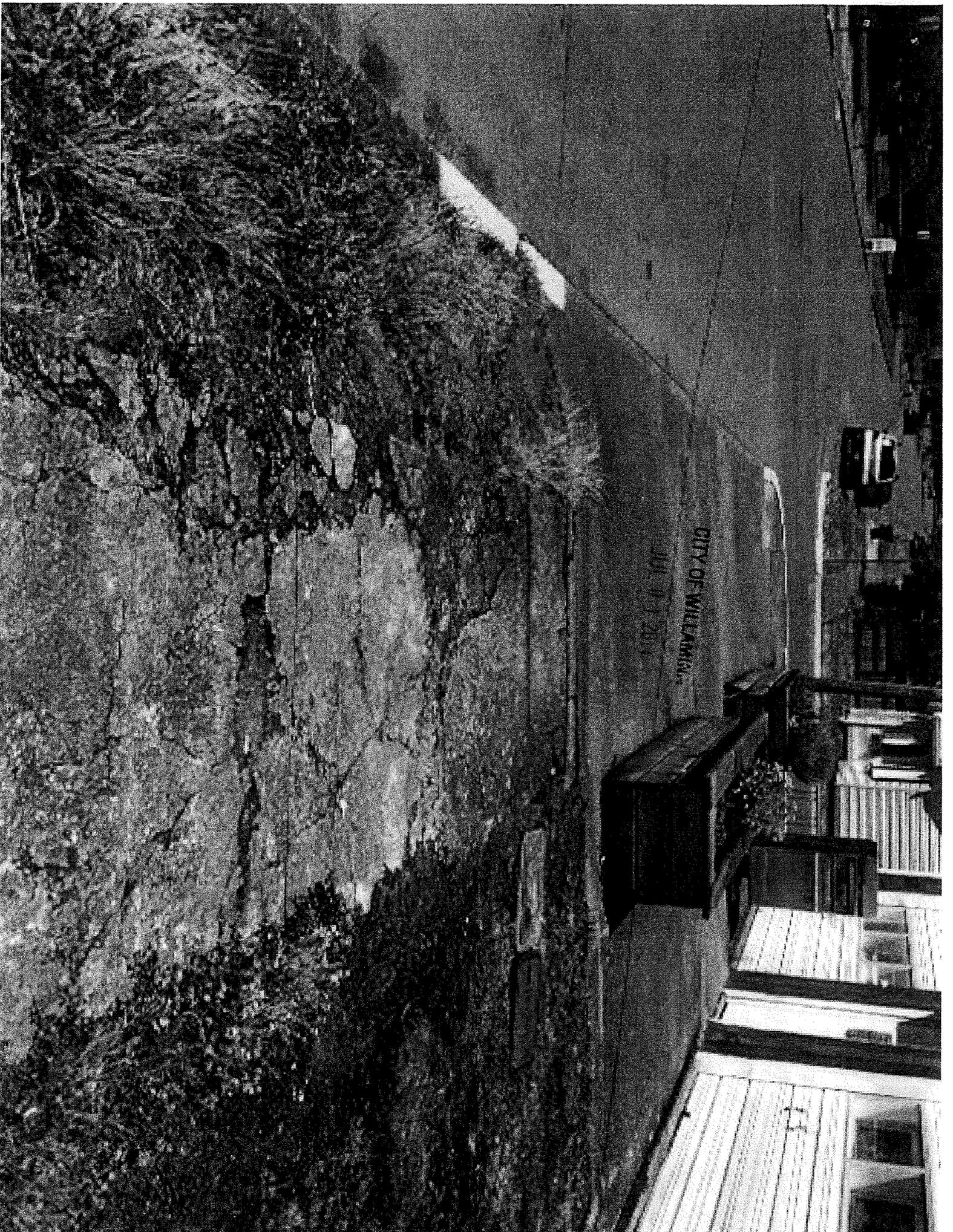
§ 94.07 REPAIRS BY CITY; DECLARATION OF LIEN.

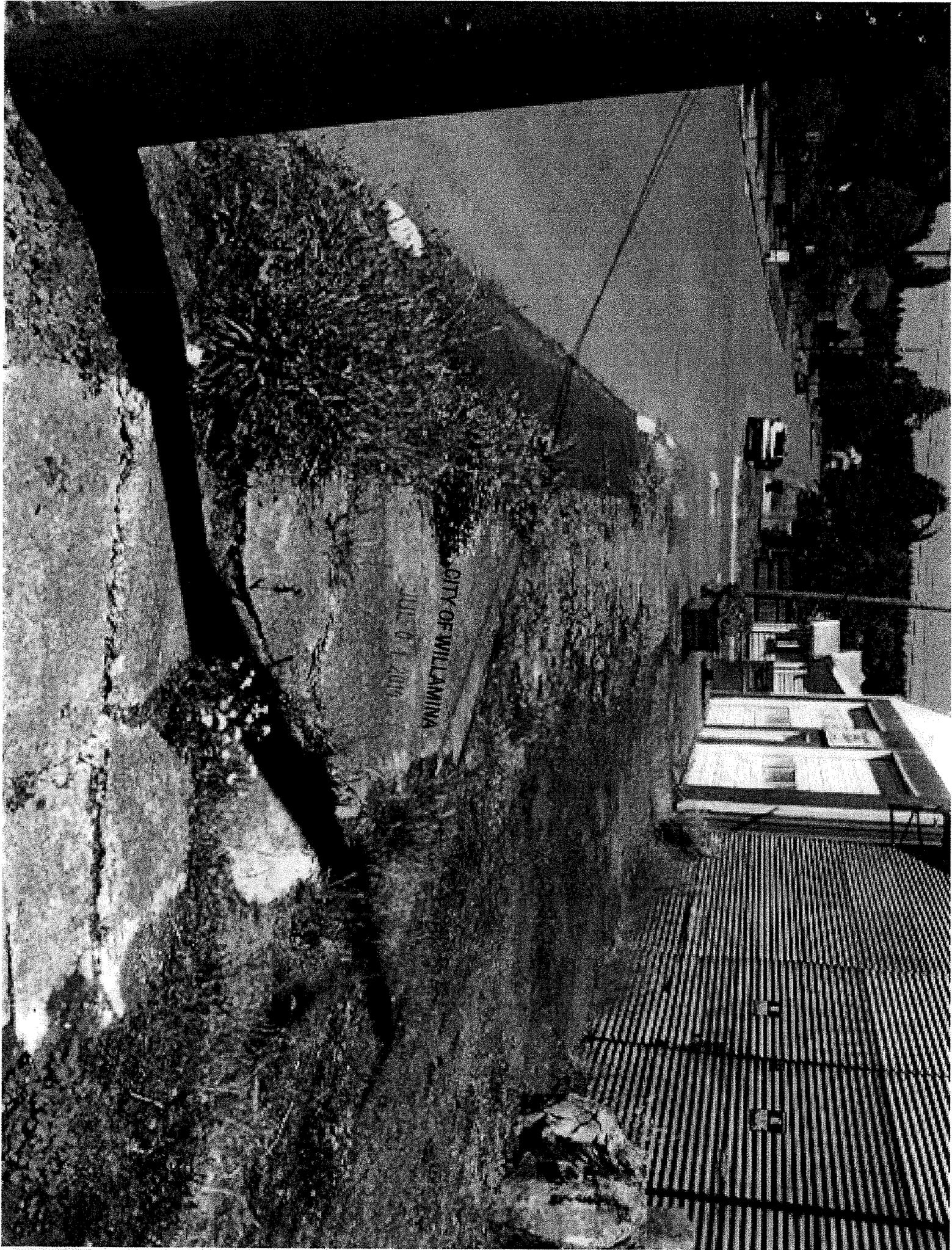
In the event the owner or owners fail or refuse to make and complete the repairs to the sidewalk within 30 days after the mailing or posting of the notice, then the City Utility Superintendent may proceed to cause the repairs to be made and shall report the cost thereof, including 10% thereof for administrative costs, together with the name or names of the owner or owners of record of the real property abutting the sidewalk which was required to be repaired; and upon the approval of the reports of costs by the City Council, the same shall become and shall be declared to be a lien against the adjacent real property, and in a proportion as the Council shall direct, and the lien shall have priority over all other liens against the property, save and except such liens or taxes as by law take precedence.

(Ord. 548, passed 5-31-1990)

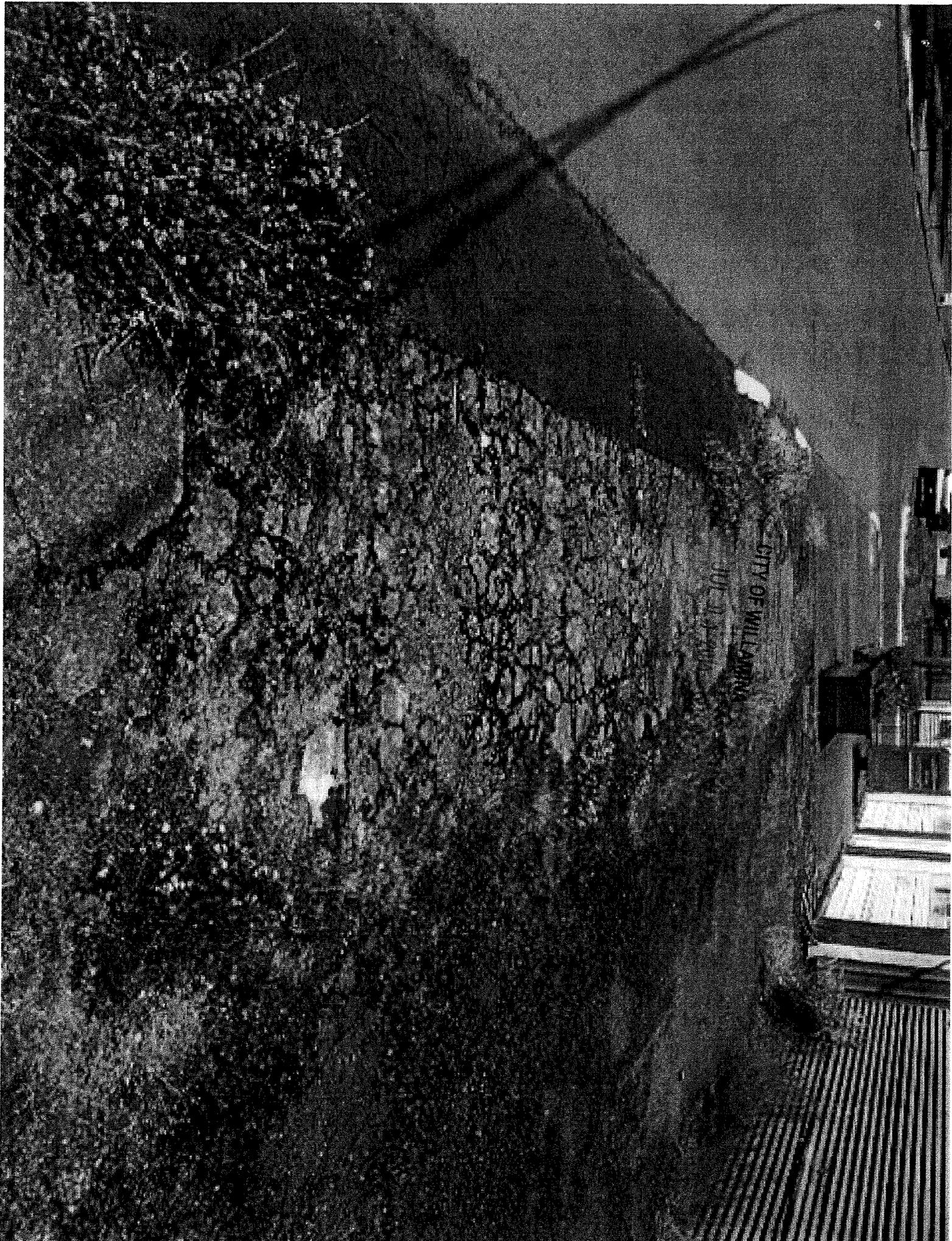
§ 94.08 LIEN DOCKET; INTEREST.

The Recorder shall enter all the liens in the lien docket as directed by the City Council, and these liens





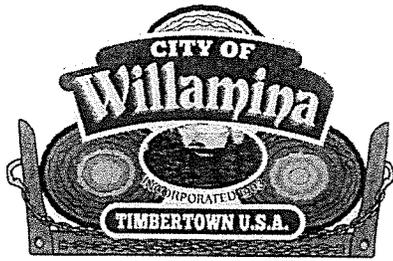
CITY OF WILLAMINA
JULY 1, 2014



CITY OF WILLAMINA

JUN 16 2014





Mayor Corey L Adams

Council Members:

Jeri St Onge, Council President
Rita Baller
Allan Bramall
Gary L Hill Jr
Heather Stritzke
Katie Vinson
Mariah Woodward, Honorary City Councilor

City Staff:

City Recorder: *Sue C Hollis*
Library: *Melissa Hansen & Denise Willms*
Office Coordinator: *Debra Bernard*
Office Specialist: *Amber Deibel*
Public Works Director: *Jeff Brown*

June 16, 2014

Joi Bailey Saucy
PO Box 1124
Willamina, OR 97396
503-876-8378

Re: 372 NE C St., Willamina, OR Tax Lot 6701DA1200

This letter is to inform you that the property located at 372 NE C St., within the city limits of Willamina, has been found to be a nuisance and in violation of Ordinance No. 93.07, Section 5 Grass, shrubbery, and noxious growth and Ordinance 94.01 General Maintenance requirements for sidewalks. See the attached documents for definition.

A description of the nuisance is as follows: There is tall grass, weeds and other noxious vegetation growing to a height of over 12 inches all around the structure. There is approximately 53 feet of sidewalk located in front of the structure that is broken up, caved in, and in need of major repair.

On 07-15-2014, I inspected the location with the Superintendent of Public Works, Jeff Brown and we determined that the repair to the sidewalk is necessary for the safety of pedestrians and others using the sidewalk. Ordinance 94.04 explains that the owners or owners of real property, in the city, shall be liable for any person suffering personal injury or property damage, because of any defect in the sidewalk adjacent to or abutting upon property of the respective owner or owners. See the attached photographs.

The listed ordinances obligate you to correct the violations at the listed location. All grass, weeds, and noxious vegetation must be cut down and disposed of. The sidewalk must be repaired or replaced in order to eliminate the hazard of injuries to pedestrians or others using the same. The defective sidewalk must be brought up to the established grade of existing sidewalk conforming to the ordinances of the city within 30 days of receiving this letter.

In the event you fail or neglect to correct the listed violations within 30 days of receiving this letter, the city will cause all work to be done and charge the cost thereof as a lien against the property plus a 10% administrative cost. You will also receive a citation to appear in Municipal Court for the violations and additional citations for every day your property remains in the listed condition. Please contact me at Willamina City Hall at 503-876-2242 if you have questions.

Deputy Kent Stuart
Yamhill County Sheriff's office
Code Enforcement Division

An Equal Opportunity Employer

411 NE "C" Street, Willamina, Oregon 97396-2783 - Telephone: (503) 876-2242 / Fax: (503) 876-1121

www.willaminaoregon.gov

July 18, 2014

Deputy Kent Stuart
Yamhill County Sheriff's Office
Code Enforcement Division
c/o City of Willamina
411 NE C Street
Willamina, OR 97396

CITY OF WILLAMINA

JUL 22 2014

RE: Letter Received July 3, 2014 from City of Willamina, regarding property at 372 NE C Street

I'm in receipt of your letter as noted above. You stated that the property "has been found to be a nuisance and in violation of Ordinances 93.07 and 94.01." You attached copies of those City Ordinances for my review.

You also stated your opinion and/or observation, citing corroboration by the City's Public Works Superintendent, that as property owner I am obligated "to correct the violations," and mandated that remedial work must be completed "within 30 days after receiving this letter." Further, you stated that the City "will cause all work to be done" and charge me for the work, plus an administrative fee, as a lien against the property, and that I will receive a citation to appear in Willamina Municipal Court "for the violations and additional citations for every day your property remains in the listed condition." I acknowledge your recitation of the Ordinance language.

The Ordinance you attached to your letter, including Chapter 94, provides that "the City has no responsibility for the maintenance or repair of sidewalks on the streets thereof, adjacent to or abutting on property owners' real property." It further provides that "it is made the duty of every property owner" "to construct a cement sidewalk conforming to the ordinances of the city," and to "maintain in good repair" the sidewalk adjacent to a street. The Ordinance provides that the property owner shall be liable for any damages caused to persons by reason of any defect in the sidewalk. Although I am a layperson without any enhanced ability to comprehend the law, nor presently represented by counsel, I understand that essentially, the City through its code enforcement officer and public works superintendent has decided to institute an action against me. I recognize your respective authorities and responsibilities.

I appreciate your notification. I'd likewise appreciate hearing from any designated responsible officer, in response to this writing.

To the best of my knowledge, Willamina claims an easement, perhaps extending from the center line of NE C Street to some number of feet on either side. I assume that this allows room for sidewalks, drainage accesses, potential road expansion, etc. It is further my understanding that such areas (e.g., sidewalks) are considered "public property" rather than "private property" controlled by the owner of the lot. Should public protesters gather outside the Willamina Machine shop, I assume that although I can legally bar them from my private property as such, I cannot bar them from protesting on the public sidewalk in front of my building. Specifically, my query is whether the sidewalk constructed in front of the building, long prior to my purchase of the property, was constructed within the municipal right-of-way and that this sidewalk is, therefore, public space. I have wondered whether I could hold, for example, a garage sale in front of the building, on the sidewalk. I am uncertain whether I could do this without a license. I assume, although I may be incorrect as such, that the City has the right to dig up the sidewalk in front of my building at any time. If this occurs, I'm uncertain whether I would then be assessed with the costs incurred in having City workers do the digging, and whether I would also be required to pay to refill the hole, and to then repair the sidewalk. It may be the case that the City's Ordinance contemplates that I would, indeed, be assessed with such costs. As the City is mandating that I pay for the sidewalk repairs,

will the City need to approve the contractor hired to perform these repairs, and the repairs themselves?

I understand that the City can require that property owners maintain sidewalks, to keep them free of snow, for example, even if the City provides snow plowing. I believe that the City would need to approve all utility work in the public right of way, and that the City would have records of all such work performed at or around my building. My former husband and I purchased the property in 2004. After we took possession, we both recall that, in fact, a City water main burst somewhere in the vicinity of the sidewalk in front of the building. This water main, to the best of my knowledge, is maintained by the City. Neither my former husband or I can recall the precise date this occurred. We do both recall that there was some delay, at least in our purview as property owners, before the City was either able to assess the damaged water main or to repair it. The sidewalk collapse occurred, to the best of my knowledge, as the result of the ruptured water main. We do not recall whether the rupture occurred due to any actions or neglect on the part of the City. However, the City either failed or neglected to perform repairs to the sidewalk. I can assume, although without verification, that the City determined that 1) the City was not obligated to perform those repairs, or 2) the City was obliged to postpone indefinitely such repairs. I would assume that the City maintains records of all such activities, including whether our memories are correct regarding the water main, records reflecting the date of the occurrence, and records detailing all remedial work performed by the City thereafter, if any.

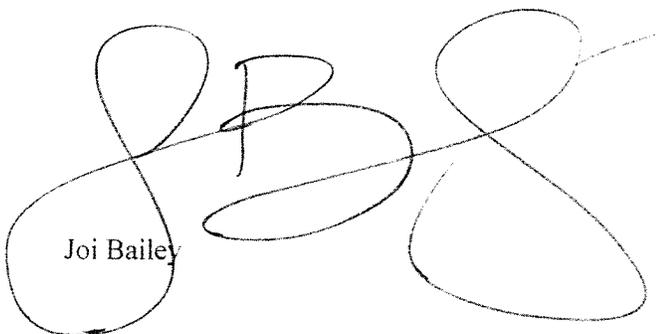
I would appreciate an opportunity to review those records.

Finally, I write to ask respectfully whether the City's code enforcement officer initially and independently raised the issue of the sidewalk at issue, thus bringing it to the attention of the City's public works superintendent, or whether the latter raised the issue, and brought it to the attention of the former. Alternatively, I write to inquire respectfully whether another City employee, or an elected City officer, initially raised the issue, and brought it to the attention of the code enforcement officer, and the public works superintendent. Although which individual raised the issue may have little or no bearing on the matter of the damaged sidewalk, and enforcement of the Ordinance, my interest in understanding the process of our municipal government, especially as it affects an individual property owner, compels the question. In recent months, prior to my receipt of your letter, an elected City official has asked me on several occasions whether I would be interested and willing to sell my property at 372 NE C Street to this individual, for personal and/or business use. My response to each entreaty has been to state that I was not presently interested and/or willing. On July 3, I received your letter. I have not received a further request that I consider selling the property to this individual since that date.

In sum, I do not wish to have a lien against my property, as this would constitute a hardship which I'm not prepared to bear financially.

I anticipate a response from the City, and I thank you in advance.

I can be reached at 503.474.7476.

A large, stylized handwritten signature in black ink, consisting of several loops and a central vertical stroke. The signature is written over the printed name 'Joi Bailey'.

Joi Bailey

JUL 29 2014

July 28, 2014

07-28-14 POB:44 OUT

Municipal Court Judge Terrance Mahr
City Recorder Sue Hollis
Mayor Corey Adams
c/o City of Willamina
411 NE C Street
Willamina, OR 97396

RE: Letter Received July 3, 2014 from City of Willamina, regarding property at 372 NE C Street/Responsive Letter to Deputy Kent Stuart, Hand-Delivered to City on July 21, 2014

To The Responsible Officers:

The City has been in receipt of my July 21, 2014 responsive letter for seven days. As I have not heard from Deputy Stuart or any other City representative during that time, my options are to assume that either a response is being prepared, a response is not being prepared, or a response will be prepared at some future date. I would appreciate hearing from the City in any case.

As Deputy Stuart will have informed you, the matter at issue is the City's demand that sidewalk repairs and weed clearing must be completed on the above-noted property by August 3, 2014. The Code Enforcement Officer's letter stated that if the work is not completed by that time, the City will cause the work to be done, charge me for the work performed by the City or individuals selected by the City to perform the work, plus an administrative fee, as a lien against my property, and that I will receive a citation to appear in Willamina Municipal Court for the violations and additional citations.

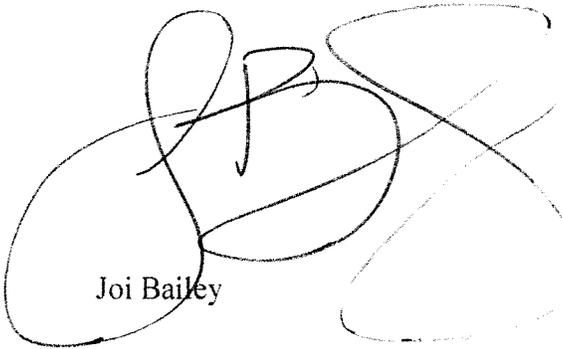
In my July 21 letter, I asked the City the following questions:

- 1) Whether the sidewalk constructed in front of the building, long prior to my purchase of the property (in 2004), was constructed within the municipal right-of-way;
- 2) Whether this sidewalk is, therefore, public space;
- 3) Whether the City has the right to dig up the sidewalk in front of my building at any time, for any purpose deemed appropriate by the City;
- 4) Whether, if the answer to 3) above is "yes," I would then be assessed with the costs incurred in having City workers do the digging;
- 5) Whether, if the answer to 3) above is "yes," I would also be required to pay to refill the hole;
- 6) Whether, if the answer to 3) above is "yes," I would also be required to pay to repair the sidewalk;
- 7) Whether, if the answer to 3) above is "yes," the City's position is that the local ordinances mandate that I would be assessed with such costs;
- 8) Whether, if the answer to 3) above is "yes," the City will need to approve the contractor hired to perform these repairs;
- 9) Whether, if the answer to 3) above is "yes," the City will need to approve the extent, nature, and quality of these repairs;
- 10) Whether the City must approve all utility work performed within the public right of way;

- 11) Whether the City maintains records of all such work performed at or around my building during the past ten years;
- 12) Whether the City has records indicating that a City water main, pipe, and/or related equipment or structures burst or otherwise caused the need for repairs thereto somewhere in the vicinity of the sidewalk in front of the building during the past ten years;
- 13) Whether the water main, pipe, and/or related equipment or structures, including sub-structures, located in the vicinity of the sidewalk in front of my building is maintained by the City;
- 14) Whether the City has records indicating the date such a failure and/or repairs occurred;
- 15) Whether the City has records indicating the amount of delay, if any, which occurred before the City was either able to assess the damaged water main or to repair it;
- 16) Whether the City has records indicating that the sidewalk collapse occurred or may have occurred as the result of the ruptured water main, and/or related thereto;
- 17) Whether the City has records indicating that the rupture occurred or ay have occurred due to any actions or neglect on the part of the City, by any reasonable review;
- 18) Whether the City has records indicating that the City either failed or neglected, or may have failed or neglected to perform repairs to the sidewalk;
- 19) Whether the City has records indicating that the City determined that it was not obligated to perform those repairs;
- 20) Whether the City has records indicating that the City determined that it was obliged to postpone indefinitely such repairs;
- 21) Whether the City maintains records of all activities noted above at 1-20, including all remedial work performed by the City at 372 NE C St., if any.
- 22) Whether the City would provide me and/or my appointed representative(s) with an opportunity to review the referenced records, and if so, when and where;
- 23) Whether the City's code enforcement officer initially and independently raised the issue of the sidewalk, thus bringing it to the attention of the City's public works superintendent;
- 24) Whether the City's public works superintendent initially and independently raised the issue of the sidewalk, and brought it to the attention of the City's code enforcement officer;
- 25) Whether a City employee other than the responsible officers noted at 23) and 24) above initially and independently raised the issue of the sidewalk, and brought it to the attention of either the City's code enforcement officer, and/or the City's public works superintendent;
- 26) Whether either the Mayor of Willamina or an elected or appointed City Council member initially and independently raised the issue of the sidewalk, and brought it to the attention of the responsible officers noted at 23) and 24) above;
- 27) Whether, either before or after the City received my responsive letter of 21 July, the City has inquired as to the identity of the individual referenced in my letter who "asked me on several occasions whether I would be interested and willing to sell my property at 372 NE C Street [to this individual], for personal and/or business use";
- 28) Whether, if the answer to 27) above is "yes," the individual confirmed that my response to each entreaty was to state that I was not presently interested and/or willing to sell the property;
- 29) Whether, if the answer to 27) above is "yes," the individual confirmed that since my receipt of the City's July 3 letter, no further requests that I consider selling the property have been made; and finally
- 30) Whether the City's response to my July 21 letter will be received in the form of a letter from Deputy Stuart or the recipients of this letter in any form (including but not limited to a citation),

or as an action by the City as indicated in Deputy Stuart's letter, to wit, the City causing the work to be done, the costs plus an administrative fee levied against my property, and the issuance of a citation hence.

As noted above and in my July 21 letter, it is my understanding that this issue is of a time-sensitive nature requiring prompt action. For this reason I eagerly await your reply. I can be contacted at 503 474 7476.



Joi Bailey



Mayor Corey L Adams

Council Members:

Jeri St Onge, Council President
Rita Baller
Allan Brannall
Gerald L. Hill Jr
Heather Stritzke
Katie Vinson
Mariah Woodward, Honorary City Councilor

City Staff:

City Recorder: *Sue C Hollis*
Library: *Melissa Hansen & Denise Willis*
Office Coordinator: *Debra Bernard*
Office Specialist: *Amber Deibel*
Public Works Director: *Jeff Brown*

CITY OF WILLAMINA

JUL 29 2014

July 28, 2014

Ms Joi Bailey Saucy
PO Box 1124
Willamina OR 97396

Re: 372 NE C Street, Willamina OR Tax Lot 6701DA1200

Dear Ms Bailey:

The City is in receipt of your letters of July 4, 2014, and July 28, 2014, in response to a letter dated June 16, 2014, from the City Code Enforcement Officer, Deputy Kent Stuart.

Please accept my apologies for not sending you a quick note explaining our delay in responding. We would like our City Attorney, David Doughman, to review our response, but he and his family are on vacation until August 5th. Once we have had an opportunity to discuss this with the City Attorney, we will respond to the issues and concerns you raise in your letters to the best of our ability.

In the meantime, Deputy Stuart will be focusing on the tall grass and weeds issue, which I believe has been largely, if not completely, resolved at this location. The deadline for completion of repairs to the sidewalk is currently on hold pending the findings in our response to your questions.

Sincerely,

Sue C Hollis
City Recorder

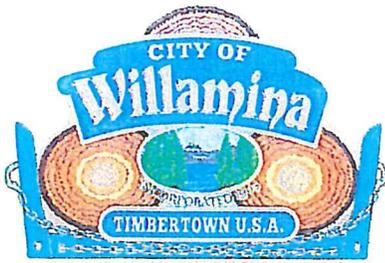
cc: Mayor Corey Adams
Municipal Judge Terrance Mahr
Deputy Kent Stuart
Jeff Brown, Public Works Director

F/CODE ENFORCEMENT/BAILEY.07-28-14

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Mayor Corey L Adams

Council Members:

Jon St Onge, Council President
Rita Baller
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Gerald L. Hill Jr
Heather Stritzke
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Marrah Woodward, Honorary City Councilor

City Staff:

City Recorder: *Sue C. Hollis*
Library: *Melissa Hansen & Denise Williams*
Office Coordinator: *Debi Bernard*
Office Specialist: *Amber Dabel*
Public Works Director: *Jeff Brown*

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

August 15, 2014

Joi Bailey-Saucy
PO Box 1124
Willamina OR 97396

Re: Sidewalk at 372 NE C St, Willamina OR (Tax Lot 6701DA1200)

Dear Ms Bailey-Saucy:

The City has completed its review of your responses to the code violation letter sent on June 16, 2014, by the City Code Enforcement Officer, Deputy Kent Stuart. Post Office records show that you signed for the letter on June 30, 2014. Subsequently, you responded with a letter on July 18, 2014 and July 28, 2014.

In response to the issue of an easement from the center line of NE C Street to some number of feet on either side, this is incorrect. The area in question is public right of way. Public right of way is the legal right, established by usage or grant, to pass along a specific route through grounds or property belonging to another. In the original plat of the City, rights of way were established. The City subsequently enacted a law requiring property owners to build and maintain sidewalks, parking strips and curbs. The maintenance includes debris, snow and ice removal and keeping the sidewalk surface, planting strip and curb in a condition that is safe for public passage. Most jurisdictions in Oregon and elsewhere place this responsibility on property owners.

We have also researched your claim of a water main burst in the vicinity. In 2008, a service line on the south edge of the property where it meets Robert Burr's property burst. The City assisted with the repairs and removed the section of sidewalk involved. Mr Burr paid to have the driveway entry replaced with new concrete at the same time. There was no impact on the sidewalk in front of your business. We do not have any individual records of the cost of these repairs, but if they were available we would be happy to allow your review of them.

As to how the sidewalk was damaged, it is my understanding that portable equipment was often set up on this surface to saw logs and to stack lumber. I am not aware of whether this was before or after you purchased the property. It is possible that this contributed to the damage to your sidewalk.

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www.willaminaoregon.gov

Joi Bailey-Saucy
August 15, 2014
Page 2

As to the question of why the City Code Enforcement Officer raised the issue, some of our code enforcement is complaint driven, but the majority comes about because the officer drives through the City on a regular basis. When he observes a potential violation, he follows up on it. At this time of year, tall grass and weeds are a focus because of the potential fire danger. While taking photos of this violation at the address above, he could not help but notice the poor condition of the sidewalk. Sidewalks on either side have been repaired and/or replaced which makes the area in front of your building much more noticeable and potentially dangerous to pedestrian traffic.

We have suspended the deadline for completion of the repairs in order to respond to your concerns. After our review, we see no reason for further delay in the request to complete repairs within **thirty (30) days of the date of this letter**. As we offer to every property owner, the city would be happy to assist with breaking up the old sidewalk. It would then be your responsibility to assure that the new sidewalk is constructed and installed in accordance with current City Public Works Standards. These are available from Jeff Brown, Public Works Director. He can be reached at (503)437-6998 during normal business hours (8 am to 5 pm weekdays).

In the event you fail or neglect to correct the listed violations within thirty (30) days of the date of this letter, the city may cause all work to be done and bill you for the cost thereof. If the bill is not paid within the time specified, a lien will be placed on the property plus 10% administrative costs and annual interest of 9%. You may also be cited into Municipal Court for every day your sidewalk remains in its present condition.

Please do not hesitate to contact me or Deputy Kent Stuart if you have any questions regarding this letter.

Sincerely,



Sue C Hollis
City Recorder

cc: Mayor Corey Adams
Judge Terrence Mahr
Deputy Kent Stuart
Public Works Director Jeff Brown

August 23, 2014

08-20-14 002:01 OUT

Mayor Corey Adams
c/o City of Willamina
411 NE C Street
Willamina, OR 97396

RE: Letter Dated August 15, 2014 from City of Willamina, regarding property at 372 NE C Street

Mr. Mayor:

I received the letter from the City (noted above) on August 21, 2014. The City Recorder authored the letter on behalf of the City. I had received a previous letter authored by the City's Code Enforcement Officer, and responded with two prior writings.

The City Recorder stated that "(T)he City has completed its review of your responses to the code violation letter sent....by the Code Enforcement Officer."

The Recorder stated either her personal opinion, or the City's opinion, regarding public right of way in front of my building ["Willamina Machine" shop]. The Recorder refrained from clarifying whether it was her opinion, or a position officially taken by the City. In a previous writing, the Recorder had stated that the City's [contract] attorney had been consulted. The Recorder's letter was copied to Municipal Judge Terrence Mahr, a licensed attorney, although no citation has been issued, and no matter is before the Willamina Municipal Court. My responsive letter had been copied to Judge Mahr on the basis that the Code Enforcement Officer had stated that a citation would be issued. The Recorder did not refer, however, to the City's attorney in her August 15 letter, nor to any legal opinion. I have retained counsel at this time to review my correspondence with the City, because the Code Enforcement Officer's letter and the City's directive, plus threats of a lien and citation, are matters of considerable importance, and potentially great financial hardship to me. Additionally, I felt that it was imperative that counsel prepare defense and possible litigation against the City, since the Recorder stated that the City's attorney had been consulted, and since the Recorder copied her response to the Municipal Judge who will be adjudicating my citation.

Specifically in my letter, I had asked whether Willamina "claims an easement, perhaps extending from the center line of NE C Street to some number of feet on either side. I assume that this allows room for sidewalks, drainage accesses, potential road expansion, etc. It is further my understanding that such areas (e.g., sidewalks) are considered "public property" rather than "private property" controlled by the owner of the lot. The Recorder in her response referred only to "a law" enacted by the City "requiring property owners to build and maintain sidewalks, parking strips, and curbs....in a condition that is safe for public passage."

I had asked in my responsive letter if the City would need to approve the contractor hired to perform these repairs, and the repairs themselves. The Recorder stated that "the City would be happy to assist with breaking up the old sidewalk," but that I am responsible to construct the new sidewalk to current City standards [available from Jeff Brown, per the Recorder].

My responsive letter had stated that my former husband and I recall that "a City water main" burst some years ago. I had also stated that damage to the sidewalk on my property was caused by this burst. The

Recorder stated that "(W)e have....researched your claim of a water main burst in the vicinity [of my building.] Additionally, the Recorder confirmed that, in fact, "a service line on the south edge of the property" had burst in 2008. The Recorder referred to the owner of the Willamina Drug store (situated to the south of my building, and the presently damaged sidewalk) paying to have his driveway entry replaced. The Recorder stated that, in fact, the City had "assisted" with the repairs at the time. The Recorder stated that the City had "removed the section of sidewalk involved" [abutting my southern property line]. The Recorder then stated -- and whether the Recorder was as such stating her personal opinion, or a finding by the City was unclear, and is thus unknown -- that "(T)here was no impact on the sidewalk in front of your business" as the result of underground water seeping from the confirmed burst of the "service line on the south edge of the [my] property." I have reason to believe that this statement is incorrect. The Recorder is either deliberately misstating fact, personally opining on a matter about which the Recorder has no personal knowledge, or stating the City's finding and opinion. However, her August 15 letter offers neither clarification nor basis for [her] "understanding" in this regard that "there was no impact on [my] sidewalk." The Recorder made this statement in her letter despite that the Recorder also states now that the City has no records which document the matter. Specifically, the Recorder stated that the City kept "no individual records of the cost of [repairs made to the driveway entry to my south, at the time I believe "Willamina Drug Store," and apparently paid by the property owner]." My understanding is that the Recorder became employed by the City in approximately 2009.

I had asked in my responsive letter whether, since the City would indeed need to approve all utility work in the public right of way, thus including the work performed in 2008, the City would have records detailing the work performed, the reasons the work was performed, and other relevant details. The Recorder refrained from answering my query as to whether the City kept records of the service line burst, the repairs made by the City, or the costs of the those repairs, if any, paid by the City. But since the Recorder did not answer my query, Mr. Mayor, must I assume that the City did not, in fact, either keep or retain such records? I write to ask whether you would inquire of the responsible (employee) officers the City's records retention policies. I appreciate that it has now been six years since 2008.

The Recorder also refrained from answering my query as to whether the City was obligated to repair damage to the sidewalk in front of my property if, in fact, there was "impact" on the sidewalk. Again, the Recorder only states that although the City has no records documenting the matter and that they assisted in the subsequent repairs made by the property owner to the south of the burst, in the Recorder's opinion, there was no such impact on the property directly to the north of the ruptured water line.

The Recorder concluded her August 15 letter by stating that repairs to the sidewalk in front of my property, at my cost, must be completed by September 15, or "the City may cause all work to be done," to be billed to me. The Recorder reiterated her previous statement, and the Code Enforcement Officer's statement, that "a lien will be placed on the property plus 10% administrative costs and annual interest of 9%." Finally, the Recorder reiterated her previous statement, and the Code Enforcement Officer's statement regarding a citation into Municipal Court "for every day your sidewalk remains in its present condition."

Apparently, the City has decided to cite every property owner in Willamina with a sidewalk in front of their property in disrepair. I do not believe that the City would selectively enforce the Ordinance at Chapter 94 only against targeted property owners. If, in fact, I am correct that the City would not selectively enforce as such, have similar letters been sent to every similarly situated property owner within the City limits?

The Ordinance states that "it is made the duty of every property owner" to maintain sidewalks adjacent to

or abutting on their property. If there is an Ordinance, for example, prohibiting above-ground swimming pools from placement in front yards, or in yards visible from the street, it would then be the duty of the Code Enforcement Officer to cite every property owner with an above-ground swimming pool placed in their front yard, rather than only one such property owner. If the City, either by Council or on the initiative of the Code Enforcement Officer, has decided that sidewalks within City limits are damaged and must be repaired per the requirements of the Ordinance, I must have received the same letter from Deputy Kent Stuart that other property owners have received. If you reside within City limits, Mr. Mayor, I'm reasonably certain that you're aware, as I am, that there are multiple properties with sidewalks adjacent or abutting in disrepair including the Willamina Public Library's sidewalk. Mr. Mayor, will you respond as to whether any of the other property owners with sidewalks in disrepair have similarly responded to the City with a letter? I believe that I would not have received responsive letters from the City Recorder, had I not written, asking for answers to specific queries from any designated responsible officer.

I had also informed the City that an elected City official had asked me on several occasions whether I would be interested and willing to sell my property at 372 NE C Street [to this official personally, although perhaps this official intended that the City itself would purchase the property, a distinction outside my understanding]. I had informed the City that I had responded with a statement of unwillingness in this regard, on each occasion. I had informed the City that the letter I received from the Code Enforcement Officer was subsequent to my statements of unwillingness, and that I had not received a further request that I consider selling the property to this individual since receipt of that letter.

Although the Recorder stated that the Code Enforcement Officer cited me on his own personal initiative, because he "could not help but notice the poor condition of the sidewalk," perhaps the C.E.O. "could not help but notice" because my building is located approximately across from City Hall, and next to the City Library. But I believe that it's reasonable to assume that the C.E.O. does not patrol only in the immediate vicinity of City Hall and the City Library. If, indeed, the C.E.O., as the Recorder stated, "drives through the City on a regular basis" seeking Ordinance infractions, multiple other property owners are now in receipt of the same letter I received, and threat of citation into Municipal Court.

The Recorder pointedly refrained from referring to the elected City official, or whether the Recorder had made any inquiries of Council or the Mayor in this regard. However, the Recorder copied her letter to the Mayor, the Municipal Judge, the C.E.O., and the Public Works Director. I would not have noted this request to sell, and the possible coincidence of the sequence of events (requests, refusals, letter from C.E.O.), if I did not believe that it may prove significant to the matters at issue. As you will note from your copy of the City Recorder's letter, no response was given.

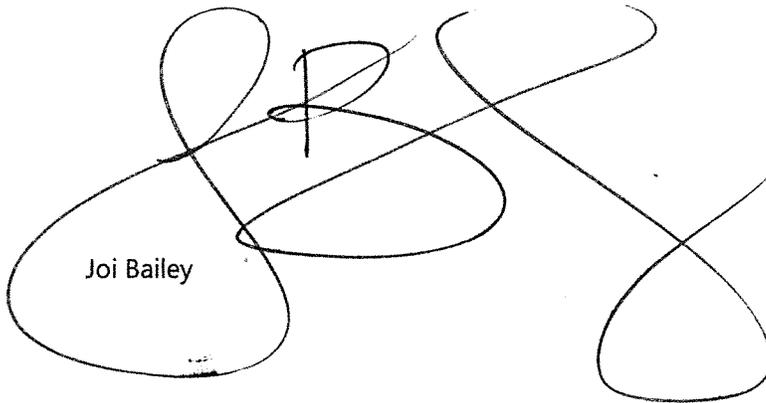
As a citizen, I've no interest in "playing politics." I don't run for local office, and I'm minimally involved, only as a volunteer as I can, being self-employed and a mother. However, members of the Council and the Mayor have admirably opted to engage in local affairs, per their preferences and availability as such. As any citizen, I expect fair and equal treatment. I'm aware that I cannot demand (and thus I wouldn't demand fruitlessly) that if I'm to be threatened and cited, every other property owner with damaged sidewalk adjacent to or abutting their property must also be cited. But I can expect that the City would not permit selective enforcement of targeted properties, for any reason whatsoever. Thus, I believe that I have valid reason to expect that if I am to be called before the Municipal Court on this matter, I will be in the company of every other similarly situated property owner. As Mayor, I would expect that you're aware of the condition of City sidewalks. Likewise, I would believe that you make it your business, as Mayor, to know what is being done by the City to improve this community. It might be your personal opinion, and your opinion as Mayor such as they converge, that the Code Enforcement Officer is enforcing local

Ordinances with impunity. It might be your opinion that six years after a service line burst, and the City repaired one property owner's sidewalk which was impacted by the burst, but did not repair another property owner's sidewalk which was impacted by the burst (perhaps on basis of the current City Recorder's opinion that there was no such impact, despite having no records to verify this opinion), the City of Willamina is within its right, and practicing fair and impartial "good government" by threatening and citing that property owner for having a damaged sidewalk in front of her property. I sincerely hope that is not the case.

Of course, I will factor into my consideration of possible defenses to citation, and possible subsequent litigation against the City, any response to this query to be received. The only response I've received to date is the Recorder's calculated refusal to respond, thus a response by omission.

I trust that you will do your sworn duty as Mayor to bring this unresolved matter before City Council at your earliest opportunity so that they may respond accordingly.

I can be reached at 503 474 7476.



Joi Bailey



Mayor Corey L Adams

Council Members:

Jon St Ouge, Council President
Rita Ballo
Wm Brumell
Gerald L. Hill Jr
Heather Stritzke
Kate Vinson
Marybeth Woodward, Honorary City Councilor

City Staff:

City Recorder: *Sue C Hollis*
Library: *Melissa Hansen & Debra Wilber*
Office Coordinator: *Debra Bernard*
Office Specialist: *Ancher Deibel*
Public Works Director: *Jeff Brown*

HAND-DELIVERED

August 27, 2014

Ms Joi Bailey
PO Box 1124
746 NE C St
Willamina OR 97396

Re: 372 NE C Street, Willamina OR Tax Lot 6701DA1200

Dear Ms Bailey:

The Mayor has received your letter of August 23, 2014 (received by the City on August 26, 2014) and placed it on the agenda for the Special Meeting of August 28, 2014, for preliminary discussion. The action of the Council at this time will be to set a hearing for the next regularly scheduled Council meeting of September 11, 2014, and to ask staff to prepare a report to them regarding this issue. At that hearing, you will be able to present your case as to why you feel that you should not be required to replace the sidewalk. Following the hearing, Council will then determine how they wish to proceed.

I am having this letter hand-delivered to your residence to give you advance notice that your letter will be a Council topic at the upcoming Special Meeting. The meeting is scheduled for August 28, 2014, at 7:00 pm, in the City Council Chambers at 411 NE C Street. Doors are typically opened 20-30 minutes prior to the start of the meeting.

Sincerely,

Sue C Hollis
City Recorder

FO CODE ENFORCEMENT BAILEY 08/27/14

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August 28, 2014

Mayor Corey Adams
c/o City of Willamina
411 NE C Street
Willamina, OR 97396

RE: Letter Dated August 27, 2014 from City of Willamina, regarding property at 372 NE C Street

Mr. Mayor:

I received the hand-delivered letter from the City (noted above) on August 27, 2014. The City Recorder authored the letter, I am assuming, on behalf of the City.

In this letter the City Recorder stated that "The Mayor has received your letter of August 23, 2014...and placed it on the agenda for the Special Meeting of August 28, 2014, for preliminary discussion." As noted above, the letter informing me of the meeting today was delivered to my residence only yesterday. I have a scheduling conflict which prevents me from attending the meeting this evening. Naturally, I am concerned that my inability to attend might count in my disfavor, as I will not have the opportunity to respond if a misrepresentation of fact is stated, or if Council members or City employees have questions which I can answer. I hope that this is not the case and ask that you present this letter at the August 28 Special Meeting in my absence.

The City Recorder also stated that "The action of the Council at this time will be to set a hearing for the next regularly scheduled Council meeting of September 11, 2014." I am curious as to whether this notice affects the September 15 deadline set forth in the City's August 15, 2014 letter and, if so, to what degree.

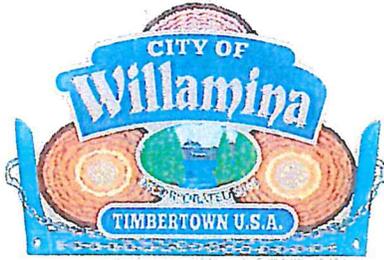
The Recorder further stated that "At this hearing, you will be able to present your case as to why you feel that you should not be required to replace the sidewalk." At the time of this writing, the initial queries of my July 18, 2014 letter to the City remain largely unanswered. I ask that they be addressed so that we might all proceed with the benefit of more complete information.

While photographing the sidewalk yesterday I noticed that, in addition to the sidewalk collapse by the water meter box on the southern boundary, there seems to be another collapse by the water meter on the northern boundary. This observation compels me to inquire about whether either any City's records or "research" reflects water line issues in this area.

I can be reached at 503-474-7476.

Thank You,


Joi Bailey



Mayor Corey L. Adams

Council Members:

*Jeri St Onge, Council President
Rita Baller
Allan Brumall
Gerald L. Hill Jr.
Heather Stritzke
Katie Vinson
Marilyn Woodward, Honorary City Councilor*

City Staff:

*City Recorder: Sue C. Hollis
Library: Melissa Hansen & Denise Wilkins
Office Coordinator: Debra Bernard
Office Specialist: Amber Deibel
Public Works Director: Jeff Brown*

MEMO TO: CITY COUNCIL
DATE: AUGUST 28, 2014
FROM: SUE HOLLIS, CITY RECORDER
SUBJECT: SIDEWALK REPAIRS AT 372 NE C STREET

Background

1. On June 16, 2014, Deputy Kent Stuart, City Code Enforcement Officer, seeking repair of the sidewalk at 372 NE C Street. Since that time, a series of letters have gone back and forth between the property owner and the City. Other than the June 16, 2014, letter, I have sent the other letters from the City after consultation with our City Attorney, David Doughman.
2. On August 26, 2014, the City received a letter dated August 23, 2014, asking that the issue be brought to Council. I e-mailed a copy to both the Mayor and the City Attorney. The City Attorney recommended that this letter be treated as a protest that a nuisance does not exist at that location. Council would receive it at their Special Meeting of August 28, 2014, and enter any information they felt was pertinent into the record in response to the various letters. This information would be provided to the property owner. The only action that would be taken at the meeting would be to set a hearing at the next regularly scheduled Council meeting which will be September 11, 2014, suspend the September 15, 2014, deadline until a final decision on how to proceed is made by Council following the hearing, and direct City staff to prepare a report for the hearing outlining information they have obtained about the issues at hand.
3. I have attached copies of all correspondence on this matter, including the letter Ms Bailey hand-delivered to City Hall today.

Action Requested

That City Council set a hearing on the issue of sidewalk repairs requested at 372 NE C Street, suspend the September 15, 2014, deadline for repairs until a final decision on how to proceed is determined, and direct staff to provide a report to Council for the hearing on information obtained on this issue.

Attachments

F:\CODE ENFORCEMENT\ABATEMENT\372 NE C STREET\CCMEMO 372 NE C.08-28-14

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Mayor Corey L Adams

Council Members:

Jeri St Onge, Council President
Rita Baller
Allan Bramall
Gerald L Hill Jr
Heather Stritzke
Katie Vinson
Mariah Woodward, Honorary City Councilor

City Staff:

City Recorder: *Sue C Hollis*
Library: *Melissa Hansen & Denise Willms*
Office Coordinator: *Debra Bernard*
Office Specialist: *Amber Deibel*
Public Works Director: *Jeff Brown*

August 29, 2014

Ms Joi Bailey
PO Box 1124
Willamina OR 97396

Re: 372 NE C Street, Willamina OR Tax Lot 6701DA1200

Dear Ms Bailey:

At their Special Meeting of August 28, 2014, the City Council received your letters of August 23, 2014, requesting that the Mayor bring the sidewalk issue to the full Council, along with your letter of August 28, 2014.

Council has set a hearing on the matter for its next Regular Meeting. The meeting is scheduled for 7:00 pm, Thursday, September 11, 2014, in the City Council Chambers at City Hall (411 NE C Street). Staff has been directed to prepare a report to Council on the matter.

I will send an agenda as a reminder, along with a copy of the staff report to Council, approximately one week before the meeting.

Council also suspended the September 15, 2014 deadline set in my letter of August 15, 2014.

If you have any questions, please do not hesitate to contact me at (503)876-2242 during normal business hours (8 am to 5 pm, weekdays, except Wednesday when City Hall is closed), or by e-mail at holliss@ci.willamina.or.us.

Sincerely,

Sue C Hollis
City Recorder

F/CODE ENFORCEMENT/BAILEY.08-29-14

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right-of-way

right-of-way

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Quiz

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right-of-way *noun* \riht-əf(ə)-weɪ\

- : the right to move onto or across a road before other people or vehicles
- : a legal right to go across another person's land
- : a path on a person's land which other people have a legal right to use

plural **rights-of-way** *also* **right-of-ways**

Full Definition of **RIGHT-OF-WAY** g+1 Like

- a** : a legal right of passage over another person's ground
 - a** : the area over which a right-of-way exists
 - b** : the strip of land over which is built a public road
 - c** : the land occupied by a railroad especially for its main line
 - d** : the land used by a public utility (as for a transmission line)
- a** : a precedence in passing accorded to one vehicle over another by custom, decision, or statute
 - b** : the right of traffic to take precedence
 - c** : the right to take precedence over others <gave the bill the *right-of-way* in the Senate>

See [right-of-way](#) defined for English-language learners >

See [right-of-way](#) defined for kids >

First Known Use of **RIGHT-OF-WAY**

1768

Related to **RIGHT-OF-WAY**

Synonyms
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1 more

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“Seen & Heard”

What made you want to look up *right-of-way*? Please tell us where you read or heard it (including the quote, if possible).

19 comments

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Date: Sept. 4, 2014

To: Willamina City Council

From: Jeff Brown, Public Works Dept.

Re: Request for stop sign at Pioneer and Oak

*Currently stop signs are on or adjacent to:

Bails and Pioneer (three-way stop)

Fir and Pioneer (stop at Fir before going on to Pioneer)

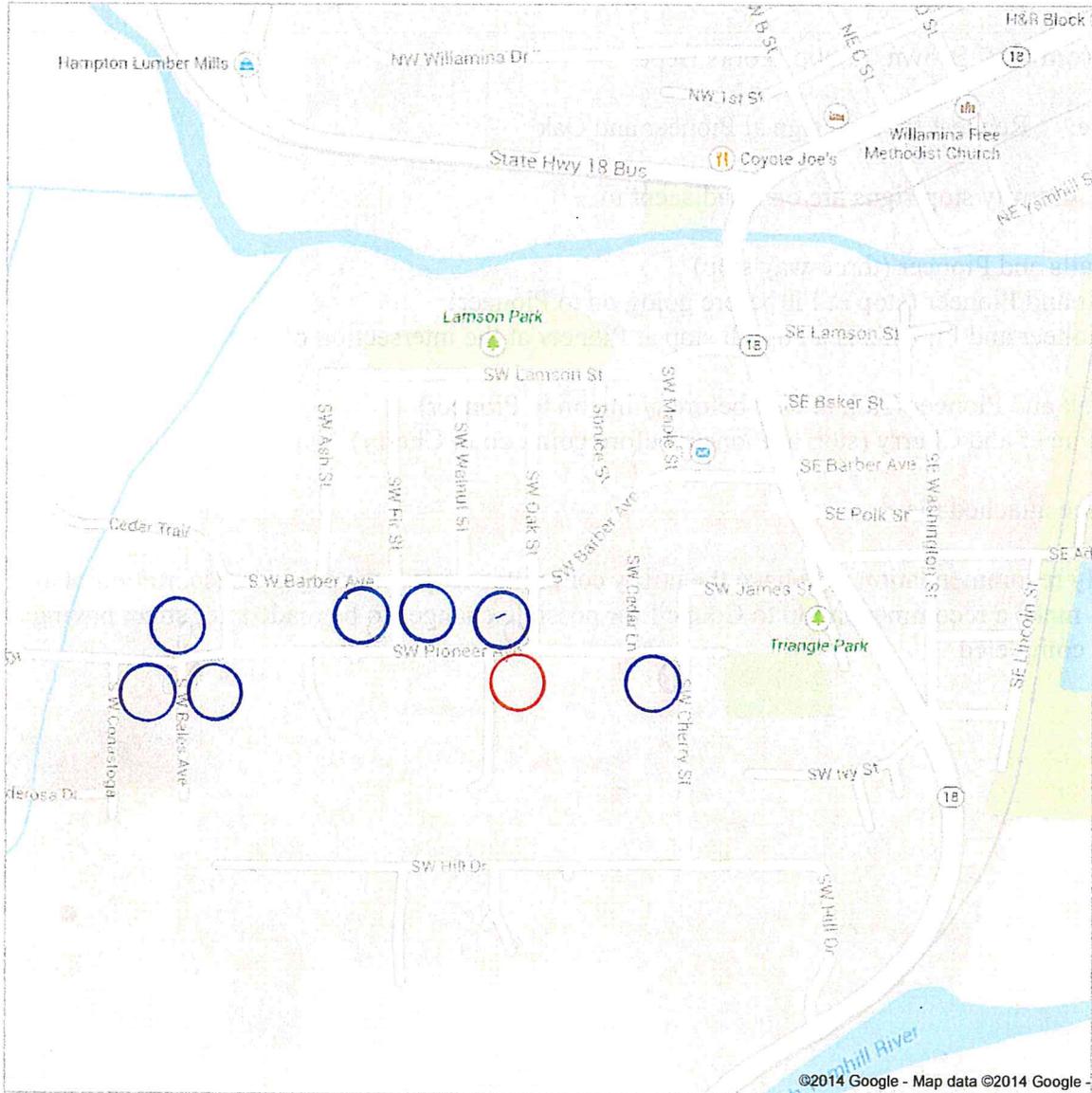
Pioneer and Fir (this is an uphill stop at Pioneer at the intersection of Fir)

Oak and Pioneer (stop at Oak before going on to Pioneer)

Pioneer and Cherry (stop at Pioneer before going on to Cherry)

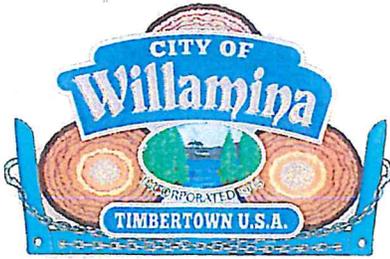
*see attached maps

My recommendation is to have the utility committee review the city's transportation plan to make a recommendation to Council for possible changes to be made after street paving is completed.



 CURRENT STOP SIGNS

 PROPOSED STOP SIGN



Mayor Corey L Adams

Council Members:

Jeri St Onge, Council President
Rita Baller
Allan Bramall
Gerald L. Hill Jr
Heather Stritzke
Katie Vinson
Mariah Woodward, Honorary City Councilor

City Staff:

City Recorder: *Sue C Hollis*
Library: *Melissa Hansen & Denise Wilbus*
Office Coordinator: *Debra Bernard*
Office Specialist: *Amber Deibel*
Public Works Director: *Jeff Brown*

August 29, 2014

Mr Doug Colton
PO Box 764
Willamina OR 97396

Re: Request for Stop Sign at Pioneer and Oak Streets

Dear Mr Colton:

At their Special Meeting of August 28, 2014, the City Council received your request to place a stop sign at Pioneer and Oak Streets. I've attached a copy of your comments for your records.

The Council has asked the Public Works Director, Jeff Brown, to prepare a report to Council on the request at their meeting of September 11, 2014. In the meantime, the City's contract deputies have been asked to increase patrols in this area and to issue citations to violators when appropriate.

As we discussed earlier yesterday, the planned overlay on Pioneer Street has been delayed due to the fact that all bids exceeded our budget for the project. We will be rebidding the project in the Spring of 2015 after making some modifications to the requirements.

If you have any questions, please do not hesitate to contact me at (503)876-2242 during normal business hours (8 am to 5 pm, weekdays, except Wednesday when City Hall is closed), or by e-mail at holliss@ci.willamina.or.us.

Sincerely,

Sue C Hollis
City Recorder

Attachment

cc: J. Brown, Public Works Director
R. Vandewettering, YCSO

F:/CITY COUNCIL/PUBLIC INPUT FOLLOW-UP/COLTON.08-29-14

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City of Willamina

411 N.E. "C" St., P.O. Box 629
Willamina, OR 97396
(503) 876-2242
Fax: (503) 876-1121

Complaint Form

SEP 14 2014 10:35 AM

Date: 8-28-14

Time: _____

Location: PIONEER AND OAK

Describe type of problem: Put Stop Sign on way Down Hill at ~~ST~~ Pioneer. People already use as Freeway

Persons involved (witnesses, etc.) _____

Desired result: _____

Print your Name: Doug Colton

Address: 475 SW. Pioneer

Telephone: 503-876-7924

Best time to contact you: Daytime.

Comments: _____

Action: _____



Mayor Corey L Adams

Council Members:

*Jeri St Onge, Council President
Rita Baller
Allan Bramall
Gerald L Hill Jr
Heather Stritzke
Katie Vinson
Mariah Woodward, Honorary City Councilor*

City Staff:

City Recorder: *Sue C Hollis*
Library: *Melissa Hansen & Denise Willms*
Office Coordinator: *Debra Bernard*
Office Specialist: *Amber Deibel*
Public Works Director: *Jeff Brown*

MEMO TO: CITY COUNCIL

DATE: SEPTEMBER 11, 2014

FROM: FINANCE COMMITTEE

SUBJECT: APPROVAL OF PERSONAL SERVICES CONTRACT FOR PRO TEM CITY RECORDER SERVICES

Background:

1. At their meeting of August 14, 2014, the City Council approved hiring Andrea Wyckoff as Pro Tem City Recorder while the present City Recorder is on medical leave.
2. David Doughman, City Attorney, prepared the attached contract document which has been reviewed by the Finance Committee. Ms Wyckoff has received a copy and will be present at the September 11, 2014, meeting. She is due back in Oregon this week and if she has any concerns about the language they can be addressed at that time. The contract agrees to pay \$20/hour effective September 10, 2014, so that she can have a few days to work with Sue Hollis.

Action Requested

That Council approve the Personal Services Contract for Pro Tem City Recorder Services, which shall become effective on September 10, 2014.

Attachment

F/CONTRACTS & AGREEMENTS/PROTEM CITY RECORDERS SERVICES.09-11-14

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**CITY OF WILLAMINA, OREGON
PERSONAL SERVICES CONTRACT
PRO TEM CITY RECORDER SERVICES**

A CONTRACT between THE CITY OF WILLAMINA, OREGON, an Oregon municipal corporation ("City"), and Andrea Wyckoff ("Provider").

WHEREAS, City desires to obtain Pro Tem City Recorder services while the current City Recorder is on medical leave;

WHEREAS, Provider is qualified to provide the services and desires to provide them to City; and

WHEREAS, the City and Provider believe it in their mutual interest to enter into a written contract setting out their understandings concerning Provider's provision of services as Pro Tem City Recorder to the City.

NOW THEREFORE, the Parties agree to the following:

1. Term

This Contract will commence on September 10, 2014 and last until terminated under the provisions of this Contract. The parties anticipate that this engagement will be of relatively short duration, and that the current City Recorder will return to work on or about November 3, 2014.

2. Provider's Service

Provider shall, consistent with the terms of the City's Charter, City ordinances and state law serve as Pro Tem City Recorder and will perform the functions and duties specified in the City Charter and City Code, and other legally permissible duties and functions as the City Council may assign to Provider, which shall include but not be limited to:

- overall management, administration and direction of City operations;
- responsible for the proper functioning of the departments of the City
- the negotiation, execution and administration of City contracts within budget appropriations pursuant to City policy and ordinance;
- providing policy and other advice to the City Council; and
- other management and advisory functions/duties to the above as the Council may deem necessary in order to promote the effective delivery of municipal services and functions.

The City agrees that the Mayor and City Council shall direct their concerns and communications to City staff through Provider. Provider agrees to respond promptly to all inquiries from the Mayor or Council whether made individually or collectively. Provider understands that Council approval is required for a hiring or termination decision and it will be obtained by a resolution or order to that effect.

This Contract is for the unique personal service Provider is able to provide to the City. Except for assignments to subordinate employees of the City made by Provider in its discretion, services provided under the terms of this Contract may not be delegated or sub-contracted to any other person.

3. Provider Identification

Provider shall furnish City with Provider's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

4. Provider is Independent Contractor

The Parties agree that Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation identified in section 5 of this Contract. As an independent contractor, Provider is not eligible to receive benefits through the City worker's compensation, social security, public employees' retirement, health insurance or other benefits provided to City employees.

5. Compensation/On-Site Presence

- a. City agrees to pay Provider at the rate of \$20.00 per hour until this Contract is terminated, excepting costs for Provider's use of his personal automobile for City business for which he shall be reimbursed at the current rate established by the federal Internal Revenue Service (IRS).
- b. It is understood by both City and Provider that Provider is expected to be either physically on-site in the City or actively working on the City's behalf on an average of forty (40) hours per calendar week (excluding the time necessary to attend Council meetings). However, this requirement is not meant to otherwise constrain Provider's discretion as to how to satisfy the delivery of this requirement.

6. Work is Property of City

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Provider under this Contract shall be the property of City. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in the City.

7. Records

Provider will retain all books, documents, papers, and records that are directly pertinent to this Contract and any work done under its term for at least one (1) years after City makes final payment on this Contract and all other pending matters are closed. Provider will allow the City, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

8. Conflicts of Interest

Provider covenants that it has no interest and shall not acquire any (direct or indirect) interest which would conflict in any manner with the performance of its duties under this Contract.

9. Arbitration

- a. In the event the parties have a dispute concerning the terms of this Contract or the violation of any federal, state or local law relating to the relationship covered by the terms of this Contract, then the dispute shall be resolved by submitting it to binding arbitration.
- b. Within thirty (30) days of a notice by either party to the other requesting arbitration, City and Provider shall select an arbitrator from a list of three (3) obtained from Yamhill County Circuit Court. The arbitrator shall for purposes of the arbitration proceedings, apply the rules of mandatory arbitration as adopted by the State of Oregon, Yamhill County Circuit Court in effect at the time of the arbitration. If the parties fail to select an arbitrator as required above, on application by either party, the presiding judge of Yamhill County Circuit Court shall appoint the arbitrator.
- c. Within sixty (60) days of the selection or appointment of the arbitrator, both City and Provider shall concurrently submit to the arbitrator (supplying a copy to each other) a written statement of their respective legal and factual positions on the dispute. The arbitrator shall determine, after a hearing on the merits and within forty-five (45) days after receipt of the statements his/her determine of the dispute which determination shall be final and binding.
- d. Each party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each party shall bear its own expenses for witnesses, depositions, and attorneys, if deemed necessary.

10. Required Provisions

The following provisions that Oregon law requires all public contracts to contain are incorporated by reference into this Contract:

- ORS 279B.220
- ORS 279B.230
- ORS 279B.235

11. Taxes and Income Tax Withholding

Provider will be responsible for any federal or state taxes applicable to payments received under this Contract. The City will report the total of all payments to Provider, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations. Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

12. Project Information

Provider agrees to share all information with City related to services covered in this Contract. No information, news, or press releases related to the project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of the Mayor or City Council.

13. Indemnification

City has relied upon the ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all of its work will be performed consistent with the best professional practices and standards, as well as with the requirements of applicable federal, state and local laws. The City agrees to defend, hold harmless and indemnify Provider from any and all demands, claims, suits, actions and legal proceedings brought against Provider in its individual or official capacity as agent of the City consistent with the terms of the Oregon Tort Claims Act. Provider agrees to defend, hold harmless and indemnify City from any and all demands, claims, suits, actions and legal proceedings brought against City due to actions of Provider when City is not required by the Oregon Tort Claims Act (ORS 30.260 to 30.300) to defend, hold harmless and indemnify Provider for such actions.

14. Breach

Provider shall remedy any breach of this Contract within the shortest reasonable time after Provider first has notice of the breach or City notifies Provider thereof, whichever is earlier. If Provider fails to remedy the breach, City may immediately terminate the Contract, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this Contract. Pending a decision to terminate all or part of this Contract, City unilaterally may order Provider to suspend all or part of the services under this Contract. If City terminates all or part of the Contract pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Contract and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Provider, including but not limited to, amounts owed under this or any other contract or agreement between Provider and City

15. Termination for Convenience

At any time with or without cause, City or Provider has the right to terminate this Contract as follows: City may terminate for its convenience with at least seven (7) days prior written notice to Provider; Provider may terminate with at least thirty (30) days prior written notice. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual termination, plus Provider's reasonable costs actually incurred in closing out the Contract.

16. Law of Oregon

The Contract shall be governed by the laws of the State of Oregon without respect to conflict of laws principles. Venue shall be in Yamhill County, Oregon.

17. Modification

Any modification of the provisions of this Contract must be reduced to writing and signed by the parties.

18. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

19. Severability

If any provision of this Contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

20. Integration

This Contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

SIGNED:

PROVIDER

THE CITY OF WILLAMINA, OREGON

Andrea Wyckoff

Jeri St Onge
Council President

Date

Date



Mayor Corey L Adams

Council Members:

Jeri St Onge, Council President
Rita Baller
Allan Bramall
Gerald L Hill Jr
Heather Stritzke
Katie Vinson
Mariah Woodward, Honorary City Councilor

City Staff:

City Recorder: *Sue C Hollis*
Library: *Melissa Hansen & Denise Willms*
Office Coordinator: *Debra Bernard*
Office Specialist: *Amber Deibel*
Public Works Director: *Jeff Brown*

MEMO TO: CITY COUNCIL

DATE: SEPTEMBER 11, 2014

FROM: SUE C HOLLIS, CITY RECORDER

SUBJECT: OPEN CARRY OF FIREARMS IN PUBLIC BUILDINGS

Background:

1. At the August 14, 2014, meeting, Denise Willms, Youth Services Librarian, brought up the issue of open carry of firearms in the Library. Staff was asked to discuss this issue with the City Attorney.
2. Attached for your information is the response from the City Attorney, Paul Elsner, which essentially says that you can enact a code that requires the firearm to be unloaded except in certain circumstances (such as a concealed weapons permit holder and peace officers). If Council wishes to pursue this, Council would need to amend the City Municipal Code.
3. If Council wishes to pursue this (it hasn't been a huge problem, but loaded guns and children are always a concern), we need to work with The City Attorney to develop the appropriate language. I would think that we can also voluntarily ask people not to bring loaded guns into the Library, but we could not do any enforcement of such a request. I do know that this latter is the policy of Target and Starbucks.

Action Requested

Council decision about potentially changing the Municipal Code to prohibit loaded weapons in public buildings subject to the conditions of the state law.

F/CITY COUNCIL/AGENDA MEMOS/OPEN CARRY.09-11-14

Sue Hollis

From: Paul Elsner <Paul@gov-law.com>
Sent: Tuesday, August 19, 2014 11:32 AM
To: Sue Hollis
Cc: David Doughman; Chad Jacobs
Subject: FW: OPEN OR CONCEALED CARRY OF FIREARMS IN PUBLIC BUILDINGS

Sue:

Oregon is an "open carry state"; the city can provide for the firearm to be unloaded pursuant to the grant found in ORS 166.173 in "public places" which (based on the definition found in statute) would include the library among other places. That limitation does not apply to certain folks (including those who have concealed weapons permits) whom you might expect. That restriction would have to go into the city code.

Regards,

PAUL C. ELSNER
BEERY ELSNER & HAMMOND, LLP
1750 SW HARBOR WAY, SUITE 380
PORTLAND, OR 97201
Direct (503) 226.7581
General (503) 226.7191
Facsimile (503) 226.2348
WWW.GOV-LAW.COM

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From: David Doughman
Sent: Tuesday, August 19, 2014 10:00 AM
To: Chad Jacobs; Paul Elsner
Subject: FW: OPEN OR CONCEALED CARRY OF FIREARMS IN PUBLIC BUILDINGS

Guys, could one of you get back to Sue Hollis on her question? Or, confirm for me that Oregon law permits open carry so long as unloaded?

David F. Doughman
BEERY ELSNER & HAMMOND LLP

From: Sue Hollis [<mailto:holliss@ci.willamina.or.us>]
Sent: Thursday, August 14, 2014 4:49 PM
To: David Doughman
Subject: OPEN OR CONCEALED CARRY OF FIREARMS IN PUBLIC BUILDINGS

Good Afternoon David –

We had a patron come to the library today openly carrying a pistol in a holster. In looking through our Municipal Code, I see a section on concealed weapons and knives, discharge of weapons, and pointing weapons at another person except in self-defense (Section 132.20:22), but nothing about open carry.

What are our options? I know that at least one of our City Councilors has a concealed carry permit, so don't know how open they are to prohibiting firearms in public buildings other than by law enforcement, but it was frightening for our Librarian who was alone in the building at the time. I truly don't see a need to bring a weapon into the Library if you are not a peace officer.

As always, thanks!

Sue C Hollis

City Recorder
City of Willamina
411 NE C St
Willamina OR 97396-2783
(503)876-2242
(503)876-1121
www.willaminaoregon.gov



Mayor Corey L Adams

Council Members:

*Jeri St Onge, Council President
Rita Baller
Allan Bramall
Gerald L Hill Jr
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Katie Vinson
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Office Coordinator: *Debra Bernard*
Office Specialist: *Amber Deibel*
Public Works Director: *Jeff Brown*

MEMO TO: CITY COUNCIL

DATE: SEPTEMBER 11, 2014

FROM: SUE C HOLLIS, CITY RECORDER

SUBJECT: ORDINANCE TO ADOPT MARIJUANA TAX

Background:

1. As you know, on November 4, 2014, Oregon voters will be voting on Measure 91 related to the sale of recreational marijuana. The measure contains a preemptive section that prohibits local governments from taxing marijuana after it becomes law. Attached is an e-mail from the City Attorney, David Doughman, on this issue. Please note that he emphasizes that there is no guarantee that a court will find that a city's tax is "grandfathered" in, but he feels that the language in the measure is vague enough that it is a plausible argument.
2. The ordinance attached to his memo is from Ashland and provided herewith for your information. Ashland chose to assess 0% tax on medical marijuana, and a 10% tax on recreational sales. By including the 0% tax on the medical marijuana, it gives the City authority for such a tax in the future.
3. If this is something that is of interest to the City Council, the ordinance must be adopted and in effect prior to the November 4 election. This is a very short timeline to get an ordinance adopted since a tax ordinance cannot be adopted on an emergency basis.
4. If Council is interested, the following steps are needed at tonight's meeting:
 - a. Council decision on whether it is interested in assessing a marijuana tax;
 - b. If yes, Council decision on amount of tax for medical and recreational marijuana (i.e., such as Ashland's 0% and 10%);
 - c. Direct staff to modify the ordinance language for the City of Willamina as appropriate;

- d. Set a Special Meeting for September 25, 2014, for the purpose of adopting the ordinance at a single meeting pursuant to Section 30 of the City Charter; and
- e. Direct staff to assure compliance with the notification requirements of Section 30(3)B of the City Charter.

Action Requested

City Council decision on the actions outlined in paragraph 4, sections a through e above.

Attachment

F/ORDINANCES/MARIJUANATAXORDINANCE..09-11-14

Sue Hollis

From: David Doughman <David@gov-law.com>
Sent: Friday, September 05, 2014 9:34 AM
To: Sue Hollis
Subject: RE: Marijuana tax

Hi Sue:

That does work, yes. Please let me know if there is anything you would like me to prepare in advance of September 11.

Thanks,

David

David F. Doughman
BEERY ELSNER & HAMMOND LLP

From: Sue Hollis [<mailto:holliss@ci.willamina.or.us>]
Sent: Thursday, September 04, 2014 5:13 PM
To: David Doughman
Subject: RE: Marijuana tax

Thanks David – I think they might be. In looking at the timeline and the City Charter, it appears that it must be adopted prior to the end of September – am I right? Our ordinance does allow adoption at the same meeting under specific circumstances. Here is my timeline scenario under Section 30 3 B of the City Charter:

1. Council receives your comments and the draft ordinance at their meeting of September 11, 2014 and determine if they wish to adopt the tax
2. Council call a special meeting for September 25, 2014 prior to their regularly scheduled Work Session.
3. Make sure that all the conditions of this section are met
4. Read twice at the September 25, 2014 meeting by title only and adopt with the ordinance effective 30 days following adoption (October 27, 2014).

Does that work?

Sue

From: David Doughman [<mailto:David@gov-law.com>]
Sent: Thursday, September 04, 2014 4:41 PM
To: Sue Hollis
Cc: Debbie Bernard
Subject: Marijuana tax

Hi Sue:

Another one of our clients has asked us to prepare a marijuana tax ordinance similar to an ordinance recently passed by Ashland. You may have heard or read about this. I've attached Ashland's ordinance for your benefit.

We wanted to give other clients a heads up in case they would be interested in taxing marijuana as well. If Measure 91 passes, it has a preemptive section prohibiting local governments from taxing marijuana. There is an argument that so long as a tax was in place before Measure 91 passes on November 4 (if it does), a local tax would be grandfathered. Because it's a tax, we cannot put in an emergency clause. Thus there's a short timeline to get it passed (and effective) before November 4. If you think the Council would have a desire to tax marijuana if M91 passes, it needs to get it on the agenda quickly. We believe that Portland is preparing a marijuana tax ordinance and at least one other city has also copied Ashland's ordinance in addition to our other client mentioned above.

Just so you know, Ashland set the tax rate at 0% for medical marijuana and 10% for recreational marijuana. (Ashland set the rate at 0% because some councilors did not want to tax "medicine," but they did want the authority for it on the books just in case).

There is no guarantee that a court will find that a city's tax is 'grandfathered' in, but it is a plausible argument given that the language is a bit vague. For some cities, it's worth doing now just in case. If you need further information or have questions, just let us know.

Thanks,

David

David F. Doughman
BEERY ELSNER & HAMMOND LLP
1750 SW Harbor Way, Suite 380
Portland, OR 97201
t (503) 226 7191 | f (503) 226 2348
www.gov-law.com

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ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING A TAX ON THE
SALE OF MARIJUANA AND MARIJUANA-INFUSED
PRODUCTS IN THE CITY OF ASHLAND**

WHEREAS, Article 2, Section 1 of the Ashland City Charter provides:

Powers of the City. The City shall have all powers which the constitutions, statutes and common law of the United States and this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession.

WHEREAS, the City desires to tax the sale or transfer of marijuana and marijuana-infused products within the City.

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:

SECTION 1. Title 4 Revenue and Finance of the Ashland Municipal Code hereby adds a new Chapter 4.38, establishing a tax on the sale of marijuana and marijuana-infused products, as follows:

SECTION 4.38.010 Purpose.

For the purposes of this Chapter, every person who sells marijuana, medical marijuana or marijuana-infused products in the City of Ashland is exercising a taxable privilege. The purpose of this Chapter is to impose a tax upon the retail sale of marijuana, medical marijuana, and marijuana-infused products.

SECTION 4.38.020 Definitions.

When not clearly otherwise indicated by the context, the following words and phrases as used in this chapter shall have the following meanings:

- A. "Director" means the Director of Finance for the City of Ashland or his/her designee.
- B. "Gross Taxable Sales" means the total amount received in money, credits, property or other consideration from sales of marijuana, medical marijuana and marijuana-infused products that is subject to the tax imposed by this chapter.
- C. "Marijuana" means all parts of the plant of the Cannabis family Moraceae, whether growing or not; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its resin, as may be defined by Oregon Revised Statutes as they currently exist or may from time to time be amended. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

- C. If the Director determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in subparagraphs A and B of this section.
- D. In addition to the penalties imposed, any seller who fails to remit any tax imposed by this chapter shall pay interest at the rate of one percent (1%) per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- E. Every penalty imposed, and such interest as accrues under the provisions of this section, shall become a part of the tax required to be paid.
- F. Notwithstanding subsection 4.34.020.C, all sums collected pursuant to the penalty provisions in paragraphs A and C of this section shall be distributed to the City of Ashland Central Service Fund to offset the costs of auditing and enforcement of this tax.
- G. Waiver of Penalties. Penalties and interest for certain late tax payments may be waived pursuant to AMC 2.28.045D.

SECTION 4.38.070 Failure To Report and Remit Tax –Determination of Tax by Director.

If any seller should fail to make, within the time provided in this chapter, any report of the tax required by this chapter, the Director shall proceed in such manner as deemed best to obtain facts and information on which to base the estimate of tax due. As soon as the Director shall procure such facts and information as is able to be obtained, upon which to base the assessment of any tax imposed by this chapter and payable by any seller, the Director shall proceed to determine and assess against such seller the tax, interest and penalties provided for by this chapter. In case such determination is made, the Director shall give a notice of the amount so assessed by having it served personally or by depositing it in the United States mail, postage prepaid, addressed to the seller so assessed at the last known place of address. Such seller may make an appeal of such determination as provided in section 4.34.080. If no appeal is filed, the Director's determination is final and the amount thereby is immediately due and payable.

SECTION 4.38.080 Appeal.

Any seller aggrieved by any decision of the Director with respect to the amount of such tax, interest and penalties, if any, may appeal pursuant to the Administrative Appeals Process in AMC 2.30.020, except that the appeal shall be filed within 30 days of the serving or mailing of the determination of tax due. The hearings officer shall hear and consider any records and evidence presented bearing upon the Director's determination of amount due, and make findings affirming, reversing or modifying the determination. The findings of the hearings officer shall be final and conclusive, and shall be served upon the appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

SECTION 4.38.090. Refunds.

- A. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously collected or received by the City under this chapter, it may be refunded as provided in subparagraph B of this section, provided a claim in writing, stating under penalty of perjury the specific grounds upon which the claim is founded, is

filed with the Director within one year of the date of payment. The claim shall be on forms furnished by the Director.

- B. The Director shall have 20 calendar days from the date of receipt of a claim to review the claim and make a determination in writing as to the validity of the claim. The Director shall notify the claimant in writing of the Director's determination. Such notice shall be mailed to the address provided by claimant on the claim form. In the event a claim is determined by the Director to be a valid claim, in a manner prescribed by the Director a seller may claim a refund, or take as credit against taxes collected and remitted, the amount overpaid, paid more than once or erroneously collected or received. The seller shall notify Director of claimant's choice no later than 15 days following the date Director mailed the determination. In the event claimant has not notified the Director of claimant's choice within the 15 day period and the seller is still in business, a credit will be granted against the tax liability for the next reporting period. If the seller is no longer in business, a refund check will be mailed to claimant at the address provided in the claim form.
- C. No refund shall be paid under the provisions of this section unless the claimant established the right by written records showing entitlement to such refund and the Director acknowledged the validity of the claim.

SECTION 4.38.100 Actions to Collect.

Any tax required to be paid by any seller under the provisions of this chapter shall be deemed a debt owed by the seller to the City. Any such tax collected by a seller which has not been paid to the City shall be deemed a debt owed by the seller to the City. Any person owing money to the City under the provisions of this chapter shall be liable to an action brought in the name of the City of Ashland for the recovery of such amount. In lieu of filing an action for the recovery, the City of Ashland, when taxes due are more than 30 days delinquent, can submit any outstanding tax to a collection agency. So long as the City of Ashland has complied with the provisions set forth in ORS 697.105, in the event the City turns over a delinquent tax account to a collection agency, it may add to the amount owing an amount equal to the collection agency fees, not to exceed the greater of fifty dollars (\$50.00) or fifty percent (50%) of the outstanding tax, penalties and interest owing.

SECTION 4.38.110 Violation Infractions.

- A. All violations of this chapter are punishable as set forth in AMC 1.08.020. It is a violation of this chapter for any seller or other person to:
- 1) Fail or refuse to comply as required herein;
 - 2) Fail or refuse to furnish any return required to be made;
 - 3) Fail or refuse to permit inspection of records;
 - 4) Fail or refuse to furnish a supplemental return or other data required by the Director;
 - 5) Render a false or fraudulent return or claim; or
 - 6) Fail, refuse or neglect to remit the tax to the city by the due date.
- B. Violation of subsections 1, 2, 3, 4 and 6 shall be considered a Class I violation. Filing a false or fraudulent return shall be considered a Class C misdemeanor, subject to AMC 1.08. The remedies provided by this section are not exclusive and shall not prevent the City from exercising any other remedy available under the law, nor shall the provisions

of this ordinance prohibit or restrict the City or other appropriate prosecutor from pursuing criminal charges under state law or City ordinance.

SECTION 4.38.120 Confidentiality.

Except as otherwise required by law, it shall be unlawful for the City, any officer, employee or agent to divulge, release or make known in any manner any financial information submitted or disclosed to the City under the terms of this chapter. Nothing in this section shall prohibit:

- A. The disclosure of the names and addresses of any person who is operating a licensed establishment from which marijuana is sold or provided; or
- B. The disclosure of general statistics in a form which would not reveal an individual seller's financial information; or
- C. Presentation of evidence to the court, or other tribunal having jurisdiction in the prosecution of any criminal or civil claim by the Director or an appeal from the Director for amount due the City under this chapter; or
- D. The disclosure of information when such disclosure of conditionally exempt information is ordered under public records law procedures; or
- E. The disclosure of records related to a business' failure to report and remit the tax when the report or tax is in arrears for over six months or the tax exceeds five thousand dollars (\$5,000). The City Council expressly finds and determines that the public interest in disclosure of such records clearly outweighs the interest in confidentiality under ORS 192.501(5).

SECTION 4.38.130 Audit of Books, Records or Persons.

The City, for the purpose of determining the correctness of any tax return, or for the purpose of an estimate of taxes due, may examine or may cause to be examined by an agent or representative designated by the City for that purpose, any books, papers, records, or memoranda, including copies of seller's state and federal income tax return, bearing upon the matter of the seller's tax return. All books, invoices, accounts and other records shall be made available within the City limits and be open at any time during regular business hours for examination by the Director or an authorized agent of the Director. If any taxpayer refuses to voluntarily furnish any of the foregoing information when requested, the Director may immediately seek a subpoena from the Ashland Municipal Court to require that the taxpayer or a representative of the taxpayer attend a hearing or produce any such books, accounts and records for examination.

SECTION 4.38.140 Forms And Regulations.

A. The Director is hereby authorized to prescribe forms and promulgate rules and regulations to aid in the making of returns, the ascertainment, assessment and collection of said medical marijuana tax and in particular and without limiting the general language of this chapter, to provide for:

- 1) A form of report on sales and purchases to be supplied to all vendors;
- 2) The records which sellers providing marijuana and marijuana-infused products are to keep concerning the tax imposed by this chapter.

SECTION 2. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 3. Savings. Notwithstanding any amendment/ repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced, shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions thereof were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

SECTION 4. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 2-4) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the ____ day of _____, 2014, and duly PASSED and ADOPTED this ____ day of _____, 2014.

Barbara M. Christensen, City Recorder

SIGNED and APPROVED this ____ day of _____, 2014.

John Stromberg, Mayor

Reviewed as to form:

David H. Lohman, City Attorney



Mayor Corey L Adams

Council Members:

Jeri St Onge, Council President
Rita Baller
Allan Brawall
Gerald L Hill Jr
Heather Stritzke
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Public Works Director: *Jeff Brown*

MEMO TO: CITY COUNCIL

DATE: SEPTEMBER 11, 2014

FROM: SUE C HOLLIS, CITY RECORDER

SUBJECT: AN ASSESSMENT OF INTERGOVERNMENTAL COOPERATION IN POLK COUNTY, OREGON

Background:

1. Last month, Jim Johnson, Deputy Director Operations, National Policy Consensus Center at Portland State University, contacted me and set up a meeting to discuss a project he was undertaking for the Polk County Commissioners. The project was an assessment of the willingness of cities in the county and of the Tribal Council of the Confederated Tribes of Grand Ronde to work more closely with the Board of Commissioners and county government.
2. We met for about 30-45 minutes and discussed how the City currently interacts with Polk County government and how that might be changed or improved. From my perspective, the primary contact with Polk County is the Assessor and County Clerk. I do not have contact with Polk County law enforcement or public works.
3. Attached for Council review and information is the report Mr Johnson submitted to the Commissioners on August 21, 2014. A good deal of the information focuses on intergovernmental cooperation to develop and pass a public safety levy. It also recommends formation of an Intergovernmental Partnership Team with the cities in Polk County.

Action Requested

None at this time. It would be my assumption that Polk County will make contact with the various cities if they decide to accept the recommendations in the Assessment.

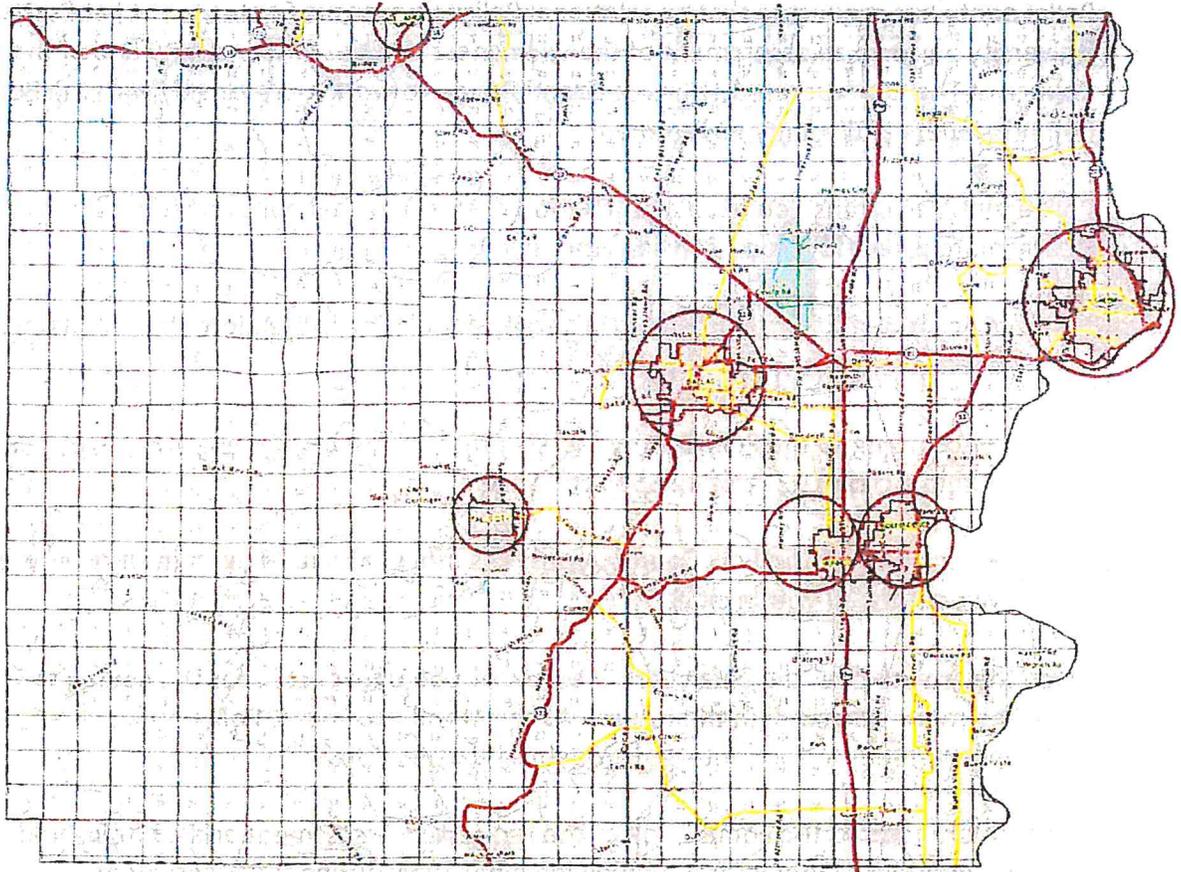
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F/CITY COUNCIL/AGENDA MEMOS/INTERGOVERNMENTAL COOPERATION IN POLK COUNTY.09-11-14

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Intergovernmental Cooperation in Polk County, Oregon: An Assessment

By
Jim Johnson
Deputy Director for Operations
National Policy Consensus Center
Hatfield School of Government
College of Urban and Public Affairs
Portland State University

August 21, 2014

INTRODUCTION

Polk County has requested that the National Policy Consensus Center (NPCC) at Portland State University perform an assessment of the willingness of cities in the county and of the Tribal Council of The Confederated Tribes of Grand Ronde to work more closely with the Board of Commissioners and county government.

Polk County is in transition from a population centered on agriculture and timber to one that is clearly more urban-focused. Consider the following statistics:

- According to Portland State University population projections, about 78 percent of county residents now live within a city.
- According to the Polk County Clerk's office, about 74 percent of registered voters live within a city (31,311 of 42,553 total voters).
- According to the Polk County Assessor's office, about 70 percent of county assessed value is found within cities.

Given the growth over the past years, it would not be unexpected for the county to become more and more urbanized in the future. As this trend continues, Polk County should look for more opportunities to form intergovernmental partnerships.

This memorandum is the completion of the requested Assessment and contains findings and recommendations. I met with the following individuals during the assessment:

City of Dallas

Brian Dalton, Mayor
Ron Foggins, City Manager

City of Falls City

Amy Haoughtaling, Mayor
Amber Mathiesen, City Administrator

City of Independence

John McArdle, Mayor
David Clyne, City Manager

City of Monmouth

John Oberst, Mayor
Scott McClure, City Manager

City of Salem

Anna Peterson, Mayor
Linda Norris, City Manager

City of Willamina¹

Sue Hollis, City Recorder

Members of the staff and Tribal Council of the Confederated Tribes of Grand Ronde

Reyn Leno, Chair, Tribal Council

Chris Leno, Assistant General Manager and Interim General Manager

Stacia Martin, Executive Coordinator, Tribal Council

Rick George, Planning Director

It should be made clear that the mayors, city administrators, and Tribal Council representatives provided me with their thoughts and suggestions, but were not speaking formally on behalf of their respective City Councils or the full Tribal Council.

What exactly does “Work more closely with Polk County” mean? There are many ways that county government can work with city governments and the Tribal Council. In fact, the agencies are now working closely together on a number of projects and have numerous partnerships to deliver services on a shared basis. Everyone I talked with could name examples of city governments and the Tribal Council working together with county government to better serve Polk County residents.

“Intergovernmental Partnership” is part of a continuum of collaborative efforts between governments². These efforts can occur between units of local government, such as cities to counties, counties to counties, or cities and counties with other governments such as school districts or special districts.

“Working closely together” can take many forms. Below is an example of a continuum of collaboration between governments:

¹ I sent an email to Mayor Corey Adams requesting an appointment, but never heard back from him, Recorder Sue Hollis mentioned to me that he is very busy operating his business.

² Oregon statutes give specific authority for local governments to work together. The key provision is found in ORS 190.010. **Authority of local governments to make intergovernmental agreement.** A unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform. The agreement may provide for the performance of a function or activity:

- (1) By a consolidated department;
- (2) By jointly providing for administrative officers;
- (3) By means of facilities or equipment jointly constructed, owned, leased or operated;
- (4) By one of the parties for any other party;
- (5) By an intergovernmental entity created by the agreement and governed by a board or commission appointed by, responsible to and acting on behalf of the units of local government that are parties to the agreement; or
- (6) By a combination of the methods described in this section.

- **Exchange Information** - Informal exchange of information between two or more jurisdictions (peers meet over coffee to discuss mutual issues; Associations)
- **Coordination** – Work together across jurisdictional lines and coordinating efforts. There are cooperative arrangements now around transportation and land use issues.
- **Sharing Services/Forming Intergovernmental Partnerships** – Sharing of facilities, equipment, and staff through both informal and formal arrangements. For example, Polk County provides Information Technology services to the cities of Dallas and Monmouth through a formal Intergovernmental Agreement (IGA).
- **Pooling** – Agree to pool resources together (insurance, risk management, investment pool).
- **Merge or Consolidate Services** – one service area merges or consolidates with that of another local government.

Along the above continuum from Exchanging Information to Mergers/Consolidation there is also a continuum for the following factors:

- **Formality of the Relationship** – From less formal to more formal
- **Trust Needed Between Partners** – From less trust needed to high degree of trust through formal agreement over potentially long timeframe
- **Feasibility Analysis Needed** – From no need for feasibility analysis to feasibility analysis is a necessity
- **Financial Savings Likely or Possible** – From small savings to potentially larger savings

FINDINGS

Based on my discussions with the individuals named above, I believe the cities in Polk County and the Tribal Council of the Confederated Tribe of Grand Ronde are willing to work more closely with the Polk County Board of Commissioners and county government.

I asked a general question to help answer the basic question of the assessment: “If the Polk County Board of Commissioners asked to work with you to develop a closer working relationship, would you be willing to help them?” The answer from the representatives of the six cities and the Tribal Council was, YES. The level of enthusiasm varied some, but I received answers ranging from a simple “Yes” to “Absolutely Yes”, to “I look forward to it.” I can state without equivocation that the unanimous opinion of the people I talked with is that city and Tribal Council representatives desire a closer working relationship with county government and want to help the county through its funding crisis and service delivery challenges.

There are, however, some conditions on their willingness to work more closely with county government and these conditions will be covered in the Recommendations section of this Assessment.

RECOMMENDATIONS

Based on my discussions with representatives of the six cities and the Tribal Council, the below listed recommendations are made.

1. Increase Communication between Polk County Board of Commissioners and the Six City Councils.³ A common theme that emerged from my discussions was the desire for more substantive communication between the parties. It is recommended that, at least a once-a-year, the Board of Commissioners should schedule a joint City Council/Board meeting within the council chambers of each of the six cities. The city administrators, with the Chair of the Board and the Mayors, should each determine the agenda items—the action items—for the meeting. In other words, this should NOT be only an information-share kind of meeting; rather, it should be a meeting where dialogue on policy issues common to both agencies occurs, where actions are taken, and where substantive discussion on intergovernmental collaboration is discussed. What can the city and the county do together to benefit their residents? What are the top three items that city and county staff can work on together? If desired, the two groups could begin with a dinner meeting to socialize a bit, and then move into the Council Chambers for a regular evening meeting.

2. Form a Public Safety Team within County Government. Members of the Board of Commissioners, the Sheriff, and the District Attorney all need to speak with the same voice when discussing public safety issues. In order to speak with the same voice, it is recommended that Polk County form an internal Public Safety Team to establish priorities and reach agreements on what you are going to do. You need to decide who will be on the PS Team, what the governance structure will be, and develop a simple Action Plan. Possible members of the PS Team could include a member of the Board of Commissioners, the Sheriff, the District Attorney, Administrator Greg Hanson, the director of Juvenile services, your Mental Health Director, and so forth. In other words, the key players with responsibility for delivering public safety services should be on the Team.

One task that could be helpful is to have the team develop an Action Plan to improve public safety services that the county controls. Polk County delivers a significant amount of public safety services. You should develop a list of priority actions that may 1) save some money; and/or 2) increase the efficiency of that part of the public safety system that you control; and/or 3) better serve the public. What are specific tasks to be accomplished? Who is responsible for seeing that the tasks are completed? What are the estimated completion dates?

3. Create a Public Safety Partnership with Cities and the Tribe to Design the Next Public Safety Funding Measure. The city and Tribal Council representatives I talked with all volunteered to assist Polk County in the design of the next county funding measure to go before voters. The county should take them up on their offer. They were firm in their belief

³ The Tribal Council and the Board of Commissioners already have a regular quarterly meeting to discuss common issues.

that the next funding measure will again fail if it does not have the support of all six mayors and city councils and the support of the Confederated Tribe of Grand Ronde Tribal Council. The only way you will receive their support is if Polk County includes them in the planning for the funding measure.

Is there a collaborative process that may work well in this situation? I recommend you design the next public safety funding measure using a process that has five stages or phases, as described below.

Assign the task for developing the first draft of a new public safety funding measure to the Sheriff, the District Attorney, the city and Tribal police chiefs, and the county/city administrators/city managers, including the Tribe's General Manager. Then this first proposal would be reviewed and changed as appropriate by a committee of the six mayors, and the Chair of the Tribal Council. The team of administrators would serve as staff to the elected group as they review the first draft. A member of the Board of Commissioner should also attend the meetings.

The consensus that comes out of the committee of elected officials would then be sent to the Board of Commissioners for review and comment, and changes where needed. The proposal that comes out of the Board should then be sent through whatever citizen engagement process the Board of Commissioners thinks is appropriate. The citizen engagement process should include significant input from city and Tribal residents. Finally, the measure would be approved by the Board of County Commissioners and placed on the ballot. The end result would be a funding measure that has been designed by county, city, and Tribal Council representatives and has had significant citizen input.

In summary, the recommendation is:

- A first proposal is drafted by public safety administrators
- Their first draft is reviewed, changed as appropriate, and then approved by county chief elected officials (City Mayors, Tribal Council Chair, joined by the Chair of the Board of County Commissioners)
- This second draft is reviewed by the Board of County Commissioners, who change it as appropriate
- The final proposal is sent through a citizen engagement process
- Approval is then made by the Board of County Commissioners

4. Include Public Safety Services in the Next Funding Measure that Benefit City and Tribe Residents. I mentioned above that the cities and Tribal Council representatives will support a county Public Safety funding measure only if they have a role in planning the measure. In addition, there is one other key condition for support: cities and Tribal Council representatives desire that Public Safety services included in the measure will clearly and directly benefit city and Tribe residents. As one city representative said, "Give us something to vote for!"

All of the representatives I spoke with recognize that prosecution services, jail services, juvenile justice services—and even patrol services in rural areas—benefit city residents because these services are all part of the public safety SYSTEM in Polk County. However, they also pointed out that some services benefit rural residents more directly than other services. Rural patrol services are probably the best example. What I heard from the city and Tribal Council representatives is that they want to stand before their residents and clearly tell them that the funding measure will directly benefit them.

Directly benefitting city residents has different meaning to different people I talked with. Some people I interviewed see public safety services as a “System” and all services that are part of this system benefit all county residents. On the other hand, some city representatives mentioned the issue of double-taxation—that is, city residents pay for their police services through their city property taxes and also pay for rural patrol services through their county property taxes, which may not provide them with much direct service.⁴ The point is that voters are more likely to vote YES on a funding measure if they see a direct benefit to them. Examples of direct benefit include the following:

- If the measure includes a vigorous campaign that clearly explains how Polk County’s public safety system benefits city and Tribe residents.
- If the measure provides funding for collaborative efforts among cities, the Tribe, and Polk County government. Examples could be a regional drug enforcement team and other drug enforcement techniques; juvenile and adult prevention programs; special teams that operate in all jurisdictions; K-9 unit serving all jurisdictions; call taking and dispatch issues; emergency management; joint training opportunities; and so forth.
- If the measure includes a split tax rate where city and Tribal residents who are served by a police department have a tax rate that is less than unincorporated areas and for Falls City residents who do not fund police patrol services through city property taxes.
- If the measure addresses public safety issues that are important to city and Tribe residents.

It is recommended that Polk County work with the six cities and with the Tribal Council to define ways in which a future public safety funding measure can directly and substantively benefit all jurisdictions and all residents of the county.

5. Invite City Elected Officials to Actively Campaign for the County Measure. If the county includes city and Tribal representatives in the planning process and includes services in the

⁴ The situation in the city of Willamina is interesting. Residents of Willamina who live in Polk county (roughly 900 or so) pay property taxes to Polk County. They also pay property taxes to the city. The city then uses these property taxes to pay Yamhill County to provide police services to residents of the city who also residents of Polk County.

measure which directly benefit city and Tribal residents, then the cities and Tribal Council should assist the county in seeking passage of the public safety measure. It is recommended that Polk County directly challenge the city elected officials to actively campaign for and provide substantial support for the next public safety measure. They have a stake in the outcome and should agree to help.

6. Use Agreed-Upon Operating Principles Throughout Your Process. City and Tribal Council representatives desire an equal partnership with county government. A partnership is an arrangement in which both parties agree to cooperate or collaborate to advance a set of mutual interests. A true partnership is one that benefits both parties equally. In this case, the desire is an intergovernmental partnership that benefits the city/Tribal governments AND county government on an equal basis. More importantly, what the city and Tribal governments want is a partnership where they clearly see that the county is treating city residents and Tribal residents in the same manner as unincorporated residents.

A true partnership is also one where city and Tribal government representatives can trust that county government will look out for their interests and enthusiastically look for ways to help cities and Tribal governments better serve city and Tribal residents—who are also county residents.

The city and Tribal government representatives I spoke with all had examples from the past of where the county's actions were not at all helpful to them. They sometimes spoke of not being able to trust the actions of county government elected officials.

It is recommended that Polk County and its partners sign a set of Operating Principles as you begin this new collaboration. The signed Operating Principles would be a “written handshake” and a statement of good faith by the parties that sign it. The Operating Principles would memorialize your meeting process commitments in writing and provide a tangible document which can be referenced throughout the project.

Some draft Operating Principles for your review are at Attachment 1. They provide a starting point to amend as appropriate to fit your situation.

7. Keep Doing What You are Doing and Look for Additional Opportunities. I mentioned above that there is a continuum of collaborative actions between governments. Where Polk County is on this continuum varies. For example, at the lower end of the continuum, there is a great deal of information sharing. For example, information sharing occurs at Council of Government meetings and at the monthly Mayor/Manager breakfast meetings. In addition, staff from both jurisdictions commonly will talk with one another about their respective service areas.

Moving up the continuum of collaboration, there is a formal Intergovernmental Agreement in place between the city of Dallas and Polk County and between the city of Monmouth and Polk County for the county to provide Information Technology services for the two cities. Both city governments described the significant benefits they receive from this partnership and the

significant amount of money that it saves them. Representatives also mentioned good partnership efforts around transportation issues and transportation improvements.

My point is that some items are going very well. You should identify those items and celebrate your successes. It is recommended that Polk County look for more opportunities to create partnerships with other jurisdictions to benefit county residents—both unincorporated residents and city residents.

8. Consider Establishing a Formal Intergovernmental Alliance. Some jurisdictions have formed formal alliances or coalitions around intergovernmental collaborations. Attachments 2 and 3 are an example of how an intergovernmental alliance could be formed within Polk County. Attachment 2 is a Memorandum of Understanding creating a formal alliance between the six cities in Polk County and county government. Attachment 3 is a draft Resolution that the county could use, if desired. It is recommended that Polk County consider forming a formal alliance with the city governments and the Tribal Council to take advantage of additional intergovernmental partnership opportunities.

SUMMARY

After discussions with representatives of the six cities and the Tribal Council of The Confederated Tribes of Grand Ronde, it is clear that Polk County has an opportunity for a closer working relationship and additional partnerships that would benefit county residents.

A summary of recommendations includes:

1. Increase Communication between Polk County Board of Commissioners and the Six City Councils. At least a once-a-year, the Board of Commissioners should schedule a joint City Council/Board meeting within the council chambers of each of the six cities.

2. Form a Public Safety Team within County Government. Form an internal Public Safety Team to establish priorities and reach agreements on what you are going to do.

3. Create a Public Safety Partnership with Cities and the Tribe to Design the Next Public Safety Funding Measure. Use the following process to design the next public safety funding measure:

- A first proposal is drafted by public safety administrators
- Their first draft is reviewed, changed as appropriate, and then approved by county chief elected officials (City Mayors, Tribal Council Chair, joined by the Chair of the Board of County Commissioners)
- This second draft is reviewed by the Board of County Commissioners, who change it as appropriate

- Final proposal is sent through a citizen engagement process
- Approval is then made by the Board of County Commissioners

4. Include Public Safety Services in the Next Funding Measure that Directly Benefit City and Tribe Residents. Work with the six cities and with the Tribal Council to define ways in which a future public safety funding measure can directly and substantively benefit all jurisdictions and all residents of the county.

5. Invite City Elected Officials to Actively Campaign for the County Measure. Directly challenge the city elected officials to actively campaign for and support the next public safety measure.

6. Use Agreed-Upon Operating Principles Throughout Your Collaborative Process. Polk County and its partners should enter into a set of Operating Principles as you begin any new collaborative effort.

7. Keep Doing What You are Doing and Look for Additional Opportunities. Look for more opportunities to create partnerships with each other to benefit county residents.

8. Intergovernmental Alliance. Consider forming a formal alliance with the cities in Polk County and the Tribal Council to take advantage of additional intergovernmental partnership opportunities.

Draft Collaboration Principles

For any complex collaborative process to operate smoothly, it is helpful for those involved to agree at the outset on the purpose and the guidelines by which the group will operate. Such agreement increases success and decreases meeting time by assuring a good faith process that explores competing needs and fashions equitable, practical, and durable solutions.

I. Purpose of the Polk County Public Safety Advisory Group (PSAG)

The purpose of PSAG is to

II. Scope

In order to realistically frame the scope of this process, the following discussion parameters apply:

III. Participation

Interests Represented. PSAG members represent interests of their cities or of the Tribal Council. In order to foster creative problem solving, members are encouraged to voice their viewpoints and ideas.

Attendance at Meetings. Members are expected to make a good faith effort to attend all meetings. It is expected that the group will meet _____ times over the next _____ months. Due to the complexity of the process, it is best to have one person represent each agency throughout the collaboration process to maintain continuity of discussion and recommendations.

Withdrawal from the Work Group. Any member may withdraw from PSAG at any time. Communication about the reasons for withdrawing, if related to the process, would be appreciated. Good faith provisions (see below) apply to those who withdraw.

IV. Organizational Structure

PSAG Members. The members of PSAG are working together to achieve a mutually acceptable outcome that satisfies, to the greatest degree possible, the interests of all participants. The members agree to work together to produce recommendations that integrate the mandates, concerns, and ideas of all those significantly affected. It is expected that PSAG members have authority to reach agreements on behalf of their organizations.

Facilitator Role. Facilitation and process management for PSAG meetings are being provided by _____. _____ is an independent program of _____ and provides a neutral forum and neutral services in support of collaborative, consensus-based public policy

decision making. _____ and any subcontractors are not employees of any participant. The facilitator's "client" is the PSAG process.

As a neutral collaborative process provider, the facilitator will not take a position on any substantive issue. The facilitator will work to ensure that the process runs smoothly. The facilitator's role usually includes developing draft agendas, distributing meeting materials, facilitating meetings, working to resolve any impasse that may arise, preparing meeting summaries, and other tasks as requested. The facilitator will address situations where it appears a participant is not acting according to these Collaboration Principles.

The facilitator may have informal communications and perform facilitation activities with PSAG members and designated subgroups between and during meetings. The facilitator will keep private information disclosed in confidence to the extent permitted by law. To the extent issues arise with the process, group members are encouraged to approach the facilitator.

V. Meetings

Agendas. Proposed meeting agendas will be drafted by the facilitator in consultation with identified PSAG members. Meeting agendas and meeting materials will be mailed and/or sent electronically to members one week in advance of the meetings whenever possible and approved or revised at the beginning of each meeting. PSAG meetings will begin and end as scheduled.

Quorum. A quorum is a simple majority of PSAG members. If there is no quorum, the facilitator and the members present may continue to conduct the meeting; however, there will be no final decisions on major products as defined below.

Breaks and Caucuses. Meetings may be suspended for a break or caucus at any time at the request of any member to allow consultation among the group members. Requests should be respectful of all members' time. If the use of caucuses becomes disruptive, the group will revisit the process.

Meeting Summaries. The facilitator will prepare PSAG meeting summaries. They will be provided electronically in draft form to the PSAG for proposed correction and comment. The final meeting summaries will be posted on the project website. The Summaries will include major decisions and ensure that timelines for completing agreed upon actions are clear to all participants.

VI. Decision-Making And Commitments

Consensus. PSAG will strive to operate by consensus. Consensus decision-making is a process that allows the PSAG to distinguish underlying values, interests, and concerns with a goal of developing widely accepted solutions. Consensus is defined as "all group members *can live with* the recommendation or decision." Consensus does not necessarily imply 100% agreement

on every issue by every member, so long as all members can live with the agreement or recommendation, *taken as a whole*.

“1-2-3” Consensus Polling

The facilitator will assist the group in articulating points of agreement, as well as articulating concerns that require further exploration. Group members may choose to use a “Consensus Polling” procedure for testing the group’s opinion and adjusting proposals. In “Consensus Polling,” the facilitator will articulate the proposal. Each member will then indicate “one,” “two,” or “three,” reflecting the following:

- “One” indicates full support for the proposal as stated.
- “Two” indicates that the participant agrees with the proposal as stated, but would prefer to have it modified in some manner in order to give it full support. Nevertheless, the member will support the consensus even if his/her suggested modifications are not supported by the rest of the group because the proposal is worthy of general support, as written.
- “Three” indicates refusal to support the proposal as stated.

The facilitator will repeat the consensus polling process, as reasonably necessary, to assist the group in achieving consensus regarding a particular recommendation, so that all members present are indicating “one” or “two.”

Absence of Consensus. If a consensus is not reasonably forthcoming, the facilitator may table the issue to allow for additional discussion with constituencies, the gathering of new information, or perhaps just additional time to consider options. If consensus cannot be reached, the group will articulate areas of agreement and disagreement, and the reasons why differences continue to exist. Members representing the different perspectives on specific issues will be asked to prepare language reflecting their views. The language should clearly identify the issues and information needs and uncertainties. In addition, those members that support each perspective will be identified.

Decision Making. Decisions will be made by consensus of those PSAG members present at a meeting, except for concurrence on major products where consensus will be sought from all PSAG members. *Major products* include any final recommendations. If the members present at a meeting reach consensus on a major product, the facilitator will convey the results to those absent from the meeting and poll them. Consensus will not be achieved on major products until all members have confirmed agreement.

VII. Member Commitments to Each Other and The process

Good Faith. All members agree to act in good faith in all aspects of the collaborative effort. As such, members will consider the input and viewpoint of other participants and conduct themselves in a manner that promotes joint problem solving and collaboration.

All Work Group members agree to:

- Prepare for and attend meetings; participate fully, honestly and fairly; provide constructive and specific comments; and follow through on promises and commitments;
- Share all relevant information that will assist the group in achieving its goals;
- Bring concerns from their interest group or organization up for discussion at the earliest point in the process;
- Keep their organizations informed of potential decisions and actions;
- Support the eventual product if they have concurred in it; and
- Abide by the decisions about the group process, including overseeing the implementation of the collaboration principles.

Acting in good faith also requires members to agree that:

- Specific proposals made in open and frank problem solving conversations not be used against any other member in the future;
- Personal attacks and prejudiced statements are not acceptable;
- Individuals will not represent their personal or organization's views as views of PSAG
- Individuals will express consistent views and opinions in the PSAG and in other forums, including contacts with the press; and
- Individuals with process concerns will raise them in the group and not via the press and/or other public forums.

Should a group member not abide by these agreements, the facilitator will be asked to talk with the individual(s) about the situation. A variety of approaches will be explored, accordingly, to redress the concerns including the possibility of having the member removed.

Rights in Other Forums. Participation in PSAG does not limit the rights of any member. Members will make a good faith effort to notify one another in advance, if another action outside the process will be initiated or pursued, which could affect the proposals, recommendations, or agreements being discussed in this or other processes..

Press/Other Public Forums. All PSAG members agree to refrain from making negative comments about or characterizing the views of other PSAG members in contacts with the press. They also agree not to knowingly mischaracterize the positions and views of any other party, nor their own, in public forums.

Amendments to Collaboration Principles. Amendments to this document may be made by consensus of PSAG members. The facilitator shall lead a discussion designed to reach a consensus on any process concern or proposed amendment to these Collaboration Principles.

VIII. Ground rules and Process Suggestions

PSAG members agree to apply the following ground rules:

- Focus on the task at hand
- Let one person speak at a time
- Listen with respect
- Allow for a balance of speaking time – respect time limits
- Be civil – no personal attacks – it is OK to be tough on issues and questions, not on people and organizations
- Turn off cell phones or put them in the non-ring mode during formal meeting sessions.
- Speak respectfully, briefly and non-repetitively;
- Allow people to say what is true for them,
- Avoid side conversations during meetings,

PSAG members also agree to the following process guidelines:

- Generate and explore all options on the merits with an open mind by listening to different views with a goal of understanding the underlying interests of other members,
- Encourage respectful, candid, and constructive discussions.
- Strive to resolve differences and reach consensus.
- As appropriate, discuss topics together rather than in isolation.
- Make every effort to avoid surprises.

IX. Process Conclusion

PSAG will conclude with the submission of its recommendations, when necessary funding and resources are no longer available, or when a majority of its members determine it is unlikely the group will reach consensus.

X. Schedule

A kick off meeting was held in _____. Three other meetings will be scheduled _____.

MEMORANDUM OF UNDERSTANDING**To Establish the Polk County Intergovernmental Partnership Alliance (PCIPA)⁵**

This Memorandum of Understanding (MOU) is hereby made and entered into by and between Polk County and the cities of Dallas, Falls City, Independence, Monmouth, Salem, and Willamina, Oregon for the purpose of defining and agreeing upon the responsibilities of member local governments who are participants in the Polk County Intergovernmental Partnership Alliance (PCIPA) and have committed to creating partnerships between governments to advance the sharing of local government services throughout Polk County, Oregon.

1. Primary Purpose of the Alliance. The primary purpose of the Alliance is to form partnerships between governmental agencies in Polk County on the delivery of local government services in order to saving money, to seek efficiencies in how services are delivered, and to take advantage of economies of scale.

2. Purpose of MOU. The purpose of this MOU is to develop the governance framework for the signatory agencies.

3. Context/Background. The signatory cities and county have been hard-hit by the demise of the traditional timber industry. This fact, the impending loss of federal Secure Rural Schools funds, and the current economic recession have created a social and economic crisis in the region. But with crisis comes opportunity, and the local governments have recognized that regional cooperation is one key to a prosperous future. PCIPA is a collaboration of local governments and a partnership between neighbors. PCIPA has no legal organizational status, it has no authority to enter into contracts, and it has no authority to raise revenues or to make expenditures. Its sole purpose is to act as a forum for the evaluation and advancement of potential partnerships that may subsequently be formalized by other contractual mechanisms such as an Intergovernmental Agreement under ORS Chapter 190.

4. Scope. The scope of this MOU covers the intention of the parties, their responsibilities, and the ongoing administration and governance PCIPA. The parties will at all times seek a cooperative approach to addressing service issues of regional and/or county significance. The parties believe that this MOU is an important step to formalize, build and strengthen the constructive relationships that already exist between them.

5. Limitations. It is not the intent of PCIPA to compromise or limit in any way the chartered authorities, directives, regulations or legal obligations of the Alliance members. There shall be no obligation or requirement for participation in any single project or activity by any of the

⁵ A separate agreement is probably appropriate with The Confederated Tribes of Grand Ronde Tribal Council as they may have their own format for this sort of agreement.

372 NE C St.

Kent Stuart

From: Kari Worden
Sent: Monday, June 16, 2014 2:55 PM
To: Kent Stuart
Subject: 746 NE C Street, Willamina
Attachments: 6701DA.tif

Good afternoon,

Along with the owner name and billing address, I have attached the original map and also pasted a zoomed in version for you.

RSALE T 000289JUN1614 NEXT ACTIVIT

**YAMHILL COUNTY
REAL PROPERTY SALES**

PIN #: R6701DA 01200 001 ACCOUNT #:
 PCA: 2014 STAT: 590 NBRHD: CMM4 LEVY CODE(S): 30.0
 A/C/D INSTRUMENT YEAR/NBR: 2011 7218 RECORDED DATE:
 INSTRUMENT: BS VOL: PAGE: 0 SALE DATE:
 CONSIDERATION: COURT DEC: PROCESS DATE:
 SALES PRICE: 0 SETTLEMENT: QUAL. CODE:

NAME: BAILEY JOI D
 BILLING ADDRESS: 746 NE C ST
 WILLAMINA OR BILL 97396 - 0000

A/C/D	PARTIES	O/B	TO	GRTR	GTEE
<input type="checkbox"/>	BAILEY-SAUCY MATTHEW T & JOI D	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	BAILEY JOI D	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Thank you,
 Kari Worden
 Yamhill County Assessment and Taxation
wordenk@co.yamhill.or.us
 (503) 472-9371 Ext. 3678

*****CONFIDENTIALITY NOTICE*****

This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

- D. "Oregon Medical Marijuana Program" means the office within the Oregon Health authority that administers the provisions of ORS 475.300 through 475.346, the Oregon Medical Marijuana Act, and all policies and procedures pertaining thereto.
- E. "Person" means natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or any group or combination acting as a unit, including the United States of America, the State of Oregon and any political subdivision thereof, or the manager, lessee, agent, servant, officer or employee of any of them.
- F. "Purchase or Sale" means the acquisition or furnishing for consideration by any person of marijuana within the City.
- G. "Registry identification cardholder" means a person who has been diagnosed by an attending physician with a debilitating medical condition and for whom the use of medical marijuana may mitigate the symptoms or effects of the person's debilitating medical condition, and who has been issued a registry identification card by the Oregon Health Authority.
- H. "Retail sale" means the transfer of goods or services in exchange for any valuable consideration.
- I. "Seller" means any person who is required to be licensed or has been licensed by the State of Oregon to provide marijuana or marijuana-infused products to purchasers for money, credit, property or other consideration.
- J. "Tax" means either the tax payable by the seller or the aggregate amount of taxes due from a seller during the period for which the seller is required to report collections under this chapter.
- K. "Taxpayer" means any person obligated to account to the Finance Director for taxes collected or to be collected, or from whom a tax is due, under the terms of this chapter.

SECTION 4.38.030 Levy of Tax.

- A. There is hereby levied and shall be paid a tax by every seller exercising the taxable privilege of selling marijuana and marijuana-infused products as defined in this chapter.
- B. The amount of tax levied is as follows:
 - 1) Five percent (5%) of the gross sale amount paid to the seller by a registry identification cardholder.
 - 2) Ten percent (10%) of the gross sale amount paid to the seller of marijuana and marijuana-infused products by individuals who are not purchasing marijuana under the Oregon Medical Marijuana Program.

SECTION 4.38.040 Deductions.

The following deductions shall be allowed against sales received by the seller providing marijuana:

- A. Refunds of sales actually returned to any purchaser;
- B. Any adjustments in sales which amount to a refund to a purchaser, providing such adjustment pertains to the actual sale of marijuana or marijuana-infused products and does not include any adjustments for other services furnished by a seller.

SECTION 4.38.050 Seller Responsible For Payment Of Tax.

- A. Every seller shall, on or before the last day of the month following the end of each calendar quarter (in the months of April, July, October and January) make a return to the Director, on forms provided by the City, specifying the total sales subject to this chapter and the amount of tax collected under this chapter. The seller may request or the Director may establish shorter reporting periods for any seller if the seller or Director deems it necessary in order to insure collection of the tax and the Director may require further information in the return relevant to payment of the tax. A return shall not be considered filed until it is actually received by the Director.
- B. At the time the return is filed, the full amount of the tax collected shall be remitted to the Director. Payments received by the Director for application against existing liabilities will be credited toward the period designated by the taxpayer under conditions that are not prejudicial to the interest of the City. A condition considered prejudicial is the imminent expiration of the statute of limitations for a period or periods.
- C. Non-designated payments shall be applied in the order of the oldest liability first, with the payment credited first toward any accrued penalty, then to interest, then to the underlying tax until the payment is exhausted. Crediting of a payment toward a specific reporting period will be first applied against any accrued penalty, then to interest, then to the underlying tax. If the Director, in his or her sole discretion, determines that an alternative order of payment application would be in the best interest of the City in a particular tax or factual situation, the Director may order such a change. The Director may establish shorter reporting periods for any seller if the Director deems it necessary in order to insure collection of the tax. The Director also may require additional information in the return relevant to payment of the liability. When a shorter return period is required, penalties and interest shall be computed according to the shorter return period. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by sellers pursuant to this chapter shall be held in trust for the account of the City until payment is made to the Director. A separate trust bank account is not required in order to comply with this provision.
- D. Every seller required to remit the tax imposed in this chapter shall be entitled to retain five percent (5%) of all taxes due to defray the costs of bookkeeping and remittance.
- E. Every seller must keep and preserve in an accounting format established by the Director records of all sales made by the dispensary and such other books or accounts as may be required by the Director. Every seller must keep and preserve for a period of three (3) years all such books, invoices and other records. The Director shall have the right to inspect all such records at all reasonable times.

SECTION 4.38.060 Penalties And Interest.

- A. Any seller who fails to remit any portion of any tax imposed by this chapter within the time required shall pay a penalty of ten percent (10%) of the amount of the tax, in addition to the amount of the tax.
- B. Any seller who fails to remit any delinquent remittance on or before a period of 60 days following the date on which the remittance first became delinquent, shall pay a second delinquency penalty of ten percent (10%) of the amount of the tax in addition to the amount of the tax and the penalty first imposed.

members. The autonomies and discretionary decision-making authority of the member agencies shall be retained by these agencies in all of their authorized areas.

6. Governance Framework. The signatory agencies understand that working collaboratively has many advantages over “going it alone.”

6.1 Statement of Mutual Interdependence. The cooperating cities and county recognize that pooling resources and influence towards common goals will serve the interests of the region as a whole, and the individual jurisdictions. While some projects will inevitably benefit one or more jurisdictions over others, over time all jurisdictions will benefit from the Alliance’s efforts.

6.2 Term. The PCIPA is an experiment. For this initial trial period, this MOU takes effect on _____, 2014, or the date of the latest signature, and expires on _____, 2019.

6.3 Opt Out. Any city or the county may opt out of the Alliance at any time by providing a 30-day written notice to the other signatory jurisdictions.

6.4 Policy Board. Each jurisdiction shall designate one elected official and one staff member (at the department director level) to serve on the Policy Board. The Policy Board will serve as the ultimate decision-making authority for the Alliance. The Policy Board may establish ad-hoc implementation committees to engage in specific tasks and projects for the Alliance, which will be open to participation by any and all parties that might contribute to project success.

6.5 By-Laws. The Policy Board may adopt by-laws to guide the operation of the Alliance.

6.6 Goals and Objectives. The Policy Board shall develop multi-year goals and an annual work plan to guide its activities. The annual work plan shall be approved by the governing body of each member of the Alliance.

6.7 Decision-Making. No part of this MOU shall be construed as providing the Policy Board with decision-making authority over any internal city/county business. The Policy Board will make decisions regarding PCIGA business and projects only. The Policy Board will strive for consensus on all decisions. However, if consensus is not achievable within a reasonable period of time, decisions will be made by majority vote. Quorum shall be defined as attendance by at least ___ of the ___ designated representatives. No decisions, whether by consensus or by majority vote, can be made without a quorum.

6.8 Ratification of Actions by the Alliance. Certain actions of the Alliance will need to be formally ratified by each member’s policy-making body. The representatives of each

member entity shall be responsible for determining whether an action contemplated by the Alliance requires ratification of the member's policy body.

6.9 Meetings. The Policy Board will meet on a quarterly basis. The meeting schedule will be set at the first official meeting of the Policy Board. Ad hoc committees will set their own meeting schedule. Policy Board members who are local government staff may meet as a group as appropriate to help the elected members of the Policy Board effectively work together.

6.10 Amendments. Subsequent amendments to this MOU may be approved to include other governmental agencies equally committed to the collaborative approach of this initiative.

7. Signatures.

Chair, Polk County Board of Commissioners

Date

Mayor, City of _____

Date

And so forth.

b. Participate in collaborative efforts to develop cost-effective measures for service delivery in the County's annual goals.

c. Provide quarterly reports to the Board of Commissioners on the progress of collaborative efforts.

d. Anticipate and highlight opportunities for collaboration that emerge in the regular course of business such as contract expirations, large equipment purchases, physical facility decisions, or bulk purchases, and provide opportunity for collaborative review prior to approving any such contract or bond.

e. Thoroughly review, evaluate, and make an explicit decision on any collaboration opportunity presented from another governmental jurisdiction.

f. Respond to requests from other entities for information on collaborative efforts.

g. Elected officials and managers should meet formally and informally on a regular basis and actively participate in regional and area-wide organizations that foster and assist in collaborative agreements.

h. The county should proceed in small and large projects, building on successful models achieved by this government as well as others.

RESOLVED this ____ day of _____, 2014

_____, Chair
Polk County Board of Commissioners

ENHANCING MAIN STREET: OWNERS, PROPRIETORS, & YOU

2014 OREGON MAIN STREET CONFERENCE

Register online at: <http://2014omsconference.eventbrite.com>

OCTOBER 1-3, 2014 • McMINNVILLE, OREGON

About the Conference: Get ready to be inspired! Make new connections and get new tools to keep your downtown vibrant and competitive in today's market. The 2013 Oregon Main Street Conference will offer proven ideas and strategies for preservation-based revitalization that is relevant to rural, mid-sized, and urban communities. This conference is a great way to look at the "big picture" of downtown revitalization by discovering fresh ideas and learning numerous ways to turn your historic downtown or neighborhood commercial district into a bustling center of activity. Sessions cover a variety of topics for both beginners and those with experience. The format includes walking tours, lectures, and networking time. Join us for this very special, one-of-a-kind conference!

Who Should Attend: Staff and volunteers of organizations focusing on downtown historic preservation and economic development, downtown business and property owners, government leaders, chamber of commerce professionals and volunteers, and others with an interest in the future of downtown will benefit from attending this conference.



Our Host Community: Steeped in small town charm, historic architecture and tree-lined streets, downtown McMinnville is home to galleries, movie and live theater, boutique shops, book stores, coffee shops, spas, wineries, craft breweries and nationally renowned restaurants. The library, City Park and aquatic center are all within walking distance. Public art dots the landscape, and most of the collection of more than 22 installations is within walking distance of downtown.

Questions? Contact: Sheri Stuart, Oregon Main Street
503-986-0679 * sheri.stuart@oregon.gov

Register online at:
<http://2014omsconference.eventbrite.com>

Keynote Address: Preservation Doesn't Cost, It Pays:

You will be entertained and empowered by this fun and dynamic talk by Bob Yapp who will cover the economic benefits of historic preservation, including how to counteract property rights concerns. Bob Yapp has been involved in the restoration or rehabilitation of over 160 historic properties. In 1996, Bob produced and hosted the national, PBS series, "About Your House with Bob Yapp." Bob is president of Preservation Resources Inc. based in Hannibal, Missouri, where he founded a school for teaching hands-on preservation skills, the Belvedere School for Hands-on Preservation.

Fun activities while you are in town:

- McMinnville Farmers Market, located at Third and Cows, will be in full glory on Thursday, Oct. 2.
- Art Harvest Studio Tours begin Friday, Oct. 3 & go throughout the weekend. Free admission is included in conference attendees' goody bags.
- Music venues abound at numerous locations around the community.
- Wine tasting tours may be booked or you can just wander at your leisure.
- Evergreen Aviation and Space Museum, home of the Spruce Goose and Evergreen Wings and Waves Water Park, is a great place for fun and exploration.

PRELIMINARY PROGRAM

WEDNESDAY, OCTOBER 1

- 9:00 a.m. Discover Downtown Dayton Tour – Meet at the City Hall Annex in Dayton (pre-registration required)
- 9:00 a.m. Certified Local Government Meeting & Workshops (See Conference registration page for details)
- 1:30 p.m. Registration Begins– McMenamin’s
- 3:30-5:30 p.m. Welcome and Opening Remarks
- Keynote: “Preservation Doesn’t Cost, It Pays”
 - Excellence in Downtown Revitalization Awards
- 5:30-6:30 p.m. Opening Reception: Sponsored by McMinnville Downtown Association

THURSDAY, OCTOBER 2

- 7:30 a.m. Registration—McMenamin’s
- 8:00-9:30 a.m.
- The Great Unveiling
 - Growing Your Downtown Business District
 - Master Sponsorship
- 10:00-11:30 a.m.
- Preservation 101
 - Nuts and Bolts of Retail
 - Bad Boards: How to Kick 10 Terrible Habits
 - Walking Tour:
- 11:30-1:30 p.m. Lunch on Your Own
- 1:30-3 p.m.
- Vacancy? Operation Increase Occupancy
 - PR & Marketing Strategies for Greater Impact
 - Creating & Using Action-Oriented Work Plans
 - Walking Tour:
- 3:30-5 p.m.
- Making Streets Complete Streets
 - Are You Ready for Business?
 - Downtown 2.0: Social Media Marketing Strategies
 - Walking Tour:
- 5:30-6:30 p.m. Social Mixer: Hosted by MDA

FRIDAY, OCTOBER 3

- 7:30 a.m. Registration—McMenamin’s
- 8:00-9:30 a.m.
- Engage Your Arts & Culture Community to Grow & Sustain Economic Development
 - Adventures in Culinary Tourism
 - Perspectives & Psychographics of a Manager’s Life
- 10:00-11:30 a.m.
- Main Street at Work in Oregon
 - Creating a Successful Downtown Brand
 - The Art of Engagement: Effective Marketing Strategies for Your Downtown

Opening Night Reception: Join your counterparts from around the state for an early evening social gathering sponsored by the McMinnville Downtown Association before venturing out for dinner.

Excellence in Downtown Revitalization Awards: The Excellence in Downtown Revitalization Awards program celebrates and recognizes outstanding accomplishments in downtown revitalization throughout our state.

Tours: Explore McMinnville’s downtown business district for ideas to bring home and implement in your own community. Sign-up for tours at the on-site registration desk.

Conference Partners:
McMinnville Downtown Association
Restore Oregon
City of McMinnville

Attire: Please dress comfortably. Casual or business casual attire is recommended for the entire conference.

Special Needs: Conference sites are fully accessible. Please call Oregon Main Street at 503.986.0679 at least two weeks in advance to request special accommodations.

Lodging: MDA identified a wide range of lodging options to suit your needs/budget:

Downtown or close-in lodging options:
3rd Street Flats: 219 N.E. Cows and 555 N.E. Third Street www.thirdstreetflats.com, 503-857-6248, \$205 to \$265/night
McMenamins Hotel Oregon: 310 N.E. Evans St. <http://www.mcmenamins.com/HotelOregon> 503-472-8427, \$90 - \$145/night
A Tuscan Estate B&B: 809 N.E. Evans <http://a-tuscanestate.com> 503-434-9016, \$150-\$250/night
Twisted Willow Inn B&B: 509 N.E. 9th St. www.twistedwillowinn.com 503-472-5787, \$135/night.
Steiger Haus B&B: 360 S.E. Wilson www.steigerhaus.com 503-472-0821, \$95 - \$150/night.
Martha’s Vineyard West: 835 S.E. Villard <http://www.marthasvineyardwest.com> 503-472-1483, \$125/night.

Motel options farther out:
Red Lion Inn: 2535 N.E. Cumulus Ave. www.redlion.com, 503-472-1500, \$96 - \$115/night.
Guesthouse Vineyard Inn: 2035 S. Highway 99W 866-460-7456, \$96-\$110/night.
Comfort Inn & Suites: 2520 S.E. Stratus Ave. www.comfortinn.com 503-472-1700, Starts at \$89/night.
McMinnville Inn: 381 N.E. Highway 99W <http://www.hotelmcminnville.com>, 503-472-5187.

Public Works Monthly Report to Council

Sept. 4, 2014

Water

This month we repaired 4 water services.

The clarifiers at the water plant have been cleaned and the media replaced.

Wastewater

We had a pump failure at the South pumping station causing an overflow. The pump has been repaired and everything is back to normal. Repairs exceed \$1,000 but were approved on an emergency basis by the City Recorder. Total cost was \$2,054.

Streets

Parks

The fish pond pump has been turned off for the time being because of the low water level. Next year we will need to find a deeper location.

Other

On Wednesday, Sept. 3, we noticed the center windshield of the Galloping Goose rail bus was broken out. Photos were taken and emailed to YCSO and the glass cleaned up. A member of the Chamber was notified of the problem.

Jeff Brown



Mayor Corey L Adams

Council Members:

*Jeri St Onge, Council President
Rita Baller
Allan Bramall
Gerald L Hill Jr
Heather Stritzke
Katie Vinson
Mariah Woodward, Honorary City Councilor*

City Staff:

*City Recorder: Sue C Hollis
Library: Melissa Hansen & Denise Willms
Office Coordinator: Debra Bernard
Office Specialist: Amber Deibel
Public Works Director: Jeff Brown*

MEMO TO: CITY COUNCIL

DATE: SEPTEMBER 11, 2014

FROM: JEFF BROWN, PUBLIC WORKS DIRECTOR

SUBJECT: APPROVAL OF BUDGETED PUBLIC WORKS EQUIPMENT PURCHASES

Background:

1. The FY 2014/15 Budget as approved by Council on June 26, 2014, includes certain equipment items. I would like to request approval to purchase the following:

a. Fire Hydrant

The Water Fund budget includes \$1,700 to replace one fire hydrant. Costs have increased since that time and the new cost is \$2,112 delivered (see attached Purchase Requisition). This is \$512 over budget, but there are funds remaining in the Equipment line item to cover this difference.

Please note that the Purchase Requisition also includes a hydrant extension for another hydrant. This is less than \$500 and is classified as a supplies purchase. It will not be charged to Capital Outlay.

b. Road Sander

The Streets budget includes \$3,500 for the purchase of a road sander. Weather forecasters have indicated that we may be in for a hard winter, but of course, we do not know exactly what that means! In my research on truck insert sanders, the cheapest one I have found is \$3,499 plus \$755 shipping (see attached Purchase Requisition). This is \$754 over budget. The Streets Fund Equipment line item currently is \$7,000. I am asking Council to approve the purchase at a maximum of \$4,260 (rounded up), but I do have a dealer looking for a less expensive or good condition used model.

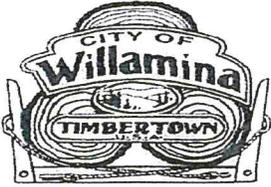
Memo to City Council
September 11, 2014
Page 2

Action Requested

That City Council approve purchase of one replacement hydrant, one hydrant extension at a cost of \$2,470, and a road sander at a cost not to exceed \$4,260, as outlined

Attachments

F/CITY COUNCIL/AGENDA MEMOS/PUBLICWORKSEQUIPMENT.09-11-14



PURCHASE REQUISITION

City of Willamina
Timbertown USA

Requested By: Jeff Brown

Requisition #: p-21611

Date: September,04,2014

Vendor Name: FergusonWaterworks

PO #: _____

Address: 3650 Kashmir Way S.E.

Salem OR. 97317-0000

Fund: Water Sewer Check all that apply

Streets Parks

Library General

Phone: 503-362-2408

Other: _____

Contact: _____

Purchase Requisition Justification

Replace fire hdyrant
extend fire hdyrant for south main sidewalk

Brief description of item(s) requested including quantity for each item

WWB67LAOLP	5-1/4 HDY 4'0 BURY OL L/A NST	2112.00
KK815051412	12 HDY EXT 5-1/4 K81A/K81	357.05

Date Needed _____

Authorized by _____ Date _____

Accounting Use Only: Category _____	Account _____ - _____ - _____	Distribution _____ %
Account _____ - _____ - _____	Distribution _____ %	Account _____ - _____ - _____
Account _____ - _____ - _____	Distribution _____ %	Account _____ - _____ - _____
	Distribution _____ %	Distribution _____ %

Date: Sept. 4, 2014

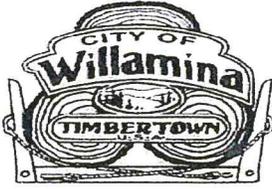
To: Willamina City Council

From: Jeff Brown, Public Works Dept.

Re: Purchase of road sander

\$3500 has been budgeted for the purchase of a road sander this fiscal year.

The least expensive I have found at this point is \$3,499 plus \$755 shipping. I am in the process of finding a more reasonable price. However, at this time I would like Council approval to spend not more than the amount listed above. If a better price is found from a supplier I will purchase it instead.



PURCHASE REQUISITION

City of Willamina
Timbertown USA

Requested By: Jeff Brown

Requisition #: p-21611

Date: September,04,2014

Vendor Name: Northern Tool & Equipment

PO #: _____

Address: _____

Fund: Water Sewer Parks General Other: _____ Check all that apply

Phone: 1-800-556-7885

Streets

Library

Contact: _____

Other: _____

Purchase Requisition Justification

SaltDogg Professional Hoppre Sand and Salt Spreader

Brief description of item(s) requested including quantity for each item

item # 103895 3499.99

shipping 755.63

Date Needed _____

Authorized by _____ Date _____

Accounting Use Only: Category _____	Account _____ - - - - -	Distribution _____ %
Account _____ - - - - -	Account _____ - - - - -	Distribution _____ %
Account _____ - - - - -	Account _____ - - - - -	Distribution _____ %

Sue Hollis

From: Denise Willms <denisew@crls.org>
Sent: Friday, August 22, 2014 4:55 PM
To: Sue Hollis
Subject: Lego Maker Space donation

Sue,

Here is a copy of the e-mail regarding the Lego Maker space kit the Library will be getting at the end of the month. I thought you might want to include it as information for City Council. And yes after reading the information again we are going to get 10,000 + legos !!! depending on what they come in I may need to buy a tote or two LOL.

[ALSC and LEGO Systems partner to create Junior Maker Spaces](#)

CHICAGO – The Association for Library Service to Children (ALSC) and LEGO Systems, Inc. are working together to bring Junior Maker Spaces to libraries across the country. This project will focus on giving children ages 4 to 6 areas to make and create in their local libraries.

Beginning in August, librarians can download a free, digital toolkit with information and inspiration to host Junior Maker Sessions via the [ALSC website](#). In addition, 750+ libraries nationwide (15 per state capitol) will receive a physical toolkit to host ongoing Junior Maker sessions in children's reading areas. Each toolkit will include over 10,000 LEGO® bricks, an inspirational poster, activity guide and salient academic insights from the *Cultures of Creativity* report. Additionally, the partners will co-host Junior Make sessions, as recently held at the Washington, D.C., Mini Maker Faire, in 20 libraries. For further inspiration please watch the [Junior Maker video](#).

"Children's librarians have always spearheaded programs and activities that foster young children's development and as enthusiasm swells for libraries as community makerspaces, it is important that we continue and expand appropriate hands-on experiences for young children," said Starr LaTronica, immediate past president of ALSC. "We're thrilled that through our ongoing LEGO partnership we're able to provide digital and physical tools and inspiration that will allow librarians to deliver age-appropriate 'make' experiences to children."

"Creativity is innate in children across cultures and backgrounds. However, sustaining creativity is universally challenging for parents, teachers and governmental institutions," said Bo Stjerne Thomsen, director of research and learning. The LEGO Foundation and co-author *Cultures of Creativity*. "We are failing our children if we do not recognize the crucial role of playing, making and sharing in the development of both the individual human being, and the innovative society."

ALSC and LEGO Systems are excited to work together to help develop creativity in young children through libraries.

About LEGO Systems, Inc.

LEGO Systems, Inc. is the North American division of The LEGO Group, a privately-held, family-owned company based in Billund, Denmark, one of the world's leading manufacturers of creatively educational play materials for children. The company is committed to the development of children's creative and imaginative abilities, and its employees are guided by the motto adopted in the 1930s by founder Ole Kirk Christiansen: "Only the best is good enough." Visit the virtual LEGO world at www.LEGO.com

LEGO, the LEGO logo, the Minifigure and brick and knob configuration are trademarks of The LEGO Group. ©2014 The LEGO Group.

About ALSC

ALSC, a Division of the ALA, is the world's largest organization dedicated to the support and enhancement of library service to children. With a network of more than 4,000 children's and youth librarians, literature experts, publishers and educational faculty, ALSC is committed to creating a better future for children through libraries. To learn more about ALSC visit www.ala.org/alsc.

Willamina Code Violations

August 2014

1

Complaints	Violation	Warnings	# of citations issued
	Abandoned vehicles on Public Street		
4	Assist YCSO Deputies with Criminal Complaints		
1	Barking dog		
1	Blocked Roadways/Alleys		
3	Blocked Sidewalks	3	
1	Building code Violations & Inspections		
	Business Licenses		
5	Citizens Assistance		
3	City Hall Admin duties		
	Dog Running at Large		
	Fence, Walls, Hedges - Maintenance		
	Fire Code Violations		
18	Follow up on Code Violations		
8	Follow-up Property Inspections		
6	Follow-up with Public Service Agencies		
2	Garage Sale Complaints	2	
	Graffiti		
2	Health & Safety Hazards	1	
1	Illegal Burning	1	
1	Illegal Dumping	1	
10	Junk/Debris on Private Property	9	
	Miscellaneous Ordinance Follow-up		
	Noise Complaints		
	Other Misc. Animal Complaints		
	Other Misc. Code Violations		
1	Parking of Recreational Vehicles/Trailers	1	
6	Property Inspections	4	
1	Sidewalks Responsibility/Maintenance	1	
3	Storage /Parking on Street	3	
	Storage/Parking on Private Property		
2	Traffic Complaints		
1	Unwanted Persons/trespassing	1	
14	Vacant Property inspections	4	
2	Vacant Property Registrations	2	
	Wanted Subjects/Warrants		
11	Weeds & Noxious Growth	9	
10	YCSO Admin Duties		
1	YCSO Training		
summary:	Firearms qualification 08-14-2014		