



Parks and Recreation Committee

Wednesday, October 20, 2021 at 6:00 pm

Committee Members

Lori Jean Sickles - Dennis Sickles - Dani Haviland - TJ Bailey - Laura Britton - Georgia Griffith - Laura Evans

Agenda

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Motion to Adopt the Entire Agenda**
4. **Public Comments**

Citizens may address the Committee or introduce items for Committee consideration on any matter. The Committee may not be able to provide an immediate answer or response but may direct staff to follow up on any questions raised. Out of respect to the Committee and others in attendance, please limit your comment to five (5) minutes. Please state your name and city of residence for the record.

5. **Old Business**
 - a. **None**
6. **New Business**
 - a. **Municipal Court/ Code Enforcement Officer**

Attachments:

- **Agenda Report-AJ Foscoli** (2021.10.18_AR-_AJ_Foscoli.pdf)
- **Code Service Agreement** (Attachment_A_09.28.2021_Falls_City_Code_Services_Agreement.FULLY_EXECUTED.pdf)
- **Code Enforcement Officer Mark Lapinskas** (Attachment_B_Code_Enforcement_Officer_Mark_Lapinskas_Bio-Photo.pdf)

- b. **Letter Communication from TJ Bailey**

Updates

Attachments:

- **Letter from TJ** (Parks_and_Recreation_Committee_communication_TJ_Bailey.pdf)

- c. **SR- Remaining Community Events**

Attachments:

- **SR- Jamie Ward_ Remaining Community Events 2021** (2021.01.08_SR_2021_Events_Draft.pdf)

7. Correspondence, Comments and Ex-Officio Reports

8. Committee Announcements

9. Adjourn

Contact: Jamie L Ward (jward@fallscityoregon.gov 5037873631) | Agenda published on 10/19/2021 at
4:02 PM

AGENDA REPORT

TO: CITY COUNCIL
FROM: CITY MANAGER FOSCOLI
SUBJECT: MUNICIPAL COURT & CODE SERVICES
DATE: OCTOBER 18, 2021

BACKGROUND

The City of Falls City has in the past pursued a code enforcement program to ensure that health and safety were front and center in the residents' minds. Due to staffing turnover, as well as financial challenges of sustaining a part-time position with limited funds, the code services officer position has now been vacant for more than 2 years. Since code enforcement is one of the council's stated goals, work has been going on to bring back a program that could be sustained with the limited funds available.

SUMMARY

Falls City council approved entering into a contract with the city of Dallas for code enforcement services at the last council meeting on September 13. Starting on October 1, Mark Lapinskas, Dallas' most senior Code Enforcement officer has been touring the city along with city staff to familiarize himself with the various levels of code non-compliance that are occurring in the community. As stated previously, his focus will be on health & safety issues as well as engaging with the community to fulfill the city's goal to help educate residents on the health & safety aspect of our municipal code. His other duties will include scheduling mitigating efforts with city assistance for those in non-compliance within 2021.

As part of the city's communication plan on code enforcement, Mark will be available at upcoming town halls at the end of October, beginning of December and beginning of January to answer any questions regarding enforcement of health & safety related codes. Since no citations will be issued to properties in non-compliance, until they've had the opportunity to voluntarily address their code infractions during the remainder of 2021, Falls City will not be resuming court services until February. These official proceedings will be held at Dallas' municipal court based on an existing IGA (Intergovernmental Agreement).

STAFF RECOMMENDATION

N/A

PROPOSED MOTION

N/A

ATTACHMENTS

Attachment A – Code Enforcement Executed Contract
Attachment B – Mark Lapinskas Bio & Photo

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF FALLS CITY
AND THE CITY OF DALLAS
FOR THE PROVISION OF CODE SERVICES
AND RELATED SERVICES

This Agreement is made and entered into by the City of Falls City (hereinafter "Falls City"), an Oregon municipal corporation and the City of Dallas (hereinafter "Dallas"), an Oregon municipal corporation.

RECITALS

A. Falls City wishes to enter an intergovernmental agreement with Dallas for the provision of code services within Falls City.

B. Dallas employs code services employees and has the capacity to provide such services on the terms and conditions set forth in this Agreement.

C. The parties have authority to enter into this intergovernmental agreement pursuant to the powers contained in their respective Charters and ORS 190.010.

AGREEMENT

Now, therefore, with the recitals above acknowledged and incorporated herein, it is agreed by and between the parties as follows:

1. SERVICES PROVIDED BY DALLAS.

Dallas agrees to provide the following services to Falls City:

- Perform 10 hours of Code Services work per week for the duration of this agreement; field schedule will be set by Dallas and may vary week-to-week.
- Provide Dallas official vehicle for use to perform the services of this agreement.
- Provide telecommunications and photographic technology for communications, documentation, scheduling and evidence.
- Provide code services technology for inputting, tracking and reporting on code services complaints, contacts and related service issues.

- Provide monthly activity reports to Falls City by the 10th day of the month following services rendered.
- Provide quarterly reports to Falls City on or around the following dates: Jan. 15, 2022; April 15, 2022; July 15, 2022.
- Receive and respond to complaints from Falls City residents.
- Provide outreach education and information to community members and violators.
- Make first contact with municipal code violators.
- Issue notices of violations.
- Conduct compliance inspections.
- Issue citations, when and where appropriate.
- Process citations through the Dallas Municipal Court, in accordance with that separate Intergovernmental Agreement between the parties for Municipal Court and Related Services.
- Collect court revenues to be distributed to Falls City, in accordance with that separate Intergovernmental Agreement between the parties for Municipal Court and Related Services.

2. OBLIGATIONS OF FALLS CITY

Falls City will:

- Provide three equal payments of \$8,250.00, each; due on December, 15, 2021; March 15, 2022; June 15, 2022.
- Arrange for “meet and greet” information, education and introduction events between Dallas staff and appropriate local government and community members during the initial phase (orientation period) of the agreement or by November 1, 2021.
- Provide advance communications to the community prior to the start of field work by Dallas staff.
- Provide any received community feedback in writing to Dallas staff within 10 days of receipt.
- Provide a community map to Dallas staff.
- Provide relevant municipal code documents, if not available online.
- Provide community code enforcement priorities to Dallas staff.
- Discuss with Dallas staff and agree upon an education, information and enforcement process, community need priorities and timelines, seeking a phased-in enforcement approach.
- Provide applicable citations, notices, warnings, parking tags, information hand-outs, etc. under the name and title of Falls City that Dallas staff may use in the

performance of its services under this Agreement. Information will include direct contact information of Dallas staff.

- Allow for an initial three-week orientation period with actual field work to begin the week of October 25, 2021 or upon development and receipt of deliverable Falls City outreach materials, whichever occurs later.
- Forward complaints received and issues encountered directly to Dallas staff.
- Provide resources and process direction regarding nuisance abatement; abatement costs are not considered to be a part of this agreement.

3. TERM.

The term of this Agreement shall commence on October 1, 2021, and end on June 30, 2022.

4. EMPLOYEES

All Dallas staff employed in the performance of this Agreement shall be employees of Dallas, and Dallas shall remain fully responsible for all taxes, assessments, fees, premiums, wage holdings and other direct and indirect compensation, benefits, and related obligations with respect to its employees.

5. TERMINATION

This Agreement may be terminated by either party without cause upon giving a 180 days' prior written notice to terminate; provided, that distribution of the proceeds of fines and payment of all fees authorized under this agreement that are distributable or payable after the date of termination shall survive the termination of this Agreement.

6. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

7. COMPLIANCE WITH LAWS

In connection with their activities under this Agreement, both parties shall comply with all Federal, state, and local laws applicable to the work under this Agreement.

8. INDEMNIFICATION

In accordance with the Oregon Constitution and the Oregon Tort Claims Act, to the maximum extent permitted by law, the parties shall hold and save each other, their officers, agents, and employees, harmless and shall defend and indemnify each other from any claims for damages to property or injury to persons which may be occasioned in whole or in part by the acts or omissions of the parties under this Agreement.

9. AMENDMENTS

To be effective, any amendment to this Agreement must be approved by each party and signed by an authorized representative of each party.


13. COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change if made, shall be effective only in specific instances and for specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

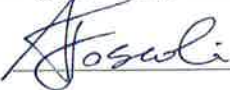
14. COUNTERPARTS

This Agreement may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

CITY OF DALLAS

By: 
Name: BRIAN LATTA
Title: City Manager
Date: 9/28/2021

CITY OF FALLS CITY

By: 
Name: AJ Foscoli
Title: City Manager
Date: 9/28/2021



Mark Lapinskas

Code Services Specialist for the City of Dallas since September 2019
Master's Degree - Bellevue University, Bellevue N.E.

Background/Positions:

Law enforcement background including chief of police, Mayor of Kendrick, Idaho, Loss Prevention and operations Manager for two fortune 500 companies.
Mark has worked in Code Services for the last two years and enjoys serving the community and is looking forward to working with the community of Falls City.

Parks and Recreation Committee

October 20, 2021

Dear Committee Members-

I apologize for not being in attendance. I am currently at my middle school football game coaching. November 3, 2021 is my last game and will be able to fully commit to our committee once again.

With help the amazing help of Boondocks, we have been collecting countless bags of cans for River's Edge Skate Park. I am currently taking those bags and transferring them to the blue bags the recycling center wants them in and transporting them to the recycling center. As of the date of this letter, over 250 bags have been turned into the recycling center with an estimated 250 more to go. I am disappointed in the lack of commitment from our youth with helping bag the cans and participating in this fundraising effort. In all honesty, I take most of the blame for their lack of participation. With the transition back to school for both myself and our youth group, it has been very difficult to coordinate all of our schedules. However, when I have made the attempt to get assistance with bagging the cans I get a lot of replies stating they will be at my house to help but then they don't show up. The lack of participation will soon change.

I am in the process of coordinating our first "River's Edge Skate Park" Town Hall. This will occur either mid to late November or early December. The purpose of this town hall is to begin phase 1 of making our vision a reality. I will be forming an official skate park advocacy group. The team will form after our first town hall. The first meeting will focus on understanding the development process and identifying areas that the group members will be involved in. Some of the topics will include:

- What is the long-term goal?
- What are the short-term goals, and what can we be doing now?
- What people, organizations, and agencies should be informed about the skate park project?
- What are some of the benefits of public skate parks?
- What are reasonable recommendations for size, costs, and location?
- What are some effective fundraising models and strategies?
- Who will commit to doing what before the next meeting?

I am looking forward to really diving into getting our skate park developed as well as coordinate with local businesses to either sponsor or help in the construction of the skate park.

It is my goal that by the end of the summer of 2022 we have secured enough funds to begin building the skate park. I look forward to seeing you all in person at the conclusion of the football season.

Best Regards,

Mayor Bailey

AGENDA REPORT

TO: PARKS AND RECREATION COMMITTEE
FROM: JAMIE WARD, CITY CLERK
SUBJECT: 2021 EVENTS
DATE: 10/19/2021

SUMMARY

Here is a list of the years remaining Community Events, City Staff is looking for confirmation, tentative dates, and Committee volunteers to help with each event. Please look them over and let me know if there are any changes or concerns.

- Halloween Party- Mountain Gospel Fellowship is hosting a “Trunk-or-Treat” event in the church parking lot and the Falls City Volunteer Fire Department will be handing out pre-bagged candy at the fire station. Both events will be on Sunday October 31, 2021, from 5:00 p.m. to 8:00 p.m. Masks will be required.
- Annual Thanksgiving- Thrives will be hosting this event on Saturday November 20, 2021
- Tree Lighting- Typically held the first week of December, as of today no date has been set but if we go by years past it will be Saturday, December 04, 2021.
- Last year there was the idea of a Christmas light parade- Staff wanted to know if this was still something the committee was interested in- Laura Britton was lead on this Idea
- Wreaths Across America- City Staff works with volunteers to set Christmas wreaths on veteran’s graves at both the upper and lower cemetery’s- No date has been set but if we go with the National Celebration Day it will be on December 18, 2021. Will that work for Committee Members?

BACKGROUND N/A

PREVIOUS COMMITTEE ACTION N/A

ALTERNATIVES/FINANCIAL IMPLICATIONS N/A

STAFF RECOMMENDATION N/A

EXHIBIT N/A

PROPOSED MOTION N/A