



AGENDA

MOLALLA CITY COUNCIL MEETING

June 13, 2018

7:00 PM

Molalla Adult Center

315 Kennel Ave., Molalla, OR 97038

Mayor Jimmy Thompson

*Council President Elizabeth Klein
Councilor Leota Childress
Councilor DeLise Palumbo*

*Councilor Glen Boreth
Councilor Cindy Dragowsky
Councilor Keith Swigart*

1. CALL TO ORDER

- A. Convene Regular Meeting and Roll Call
- B. Pledge of Allegiance

2. PUBLIC COMMENT/COMMUNICATIONS AND PRESENTATIONS

- A. N/A

(Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Council does not generically engage in dialog with those making comments, but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the City Council.)

3. ADOPTION OF AGENDA

4. CONSENT AGENDA

- A. City Council Minutes – May 23, 2018
- B. Correspondence – N/A

5. PUBLIC HEARING

- A. *Discussion and/or Action on 2018/2019 Fiscal Year Budget.*
 - *Resolution 2018-08 Adopting the 2018/2019 Budget*

6. ORDINANCES, RESOLUTIONS, PROCLAMATIONS

- A. Ordinance 2018-07 Utility Payment Options. (still on hold)
- B. Ordinance 2018-08 To Repeal Ordinance 2018-02 Creating Street Management System.
- C. Ordinance 2018-09 To Amend MMC Chapter 8.12 Regarding Security/Alarms.
- D. Resolution 2018-06 Declaring the City's Election to Receive State Revenue Sharing.
- E. Resolution 2018-07 Certifying all Requirements to Receive State Shared Revenues Have Been Met.
- F. Resolution 2018-09 To Repeal Resolution 2018-01 Street Maintenance Fee.
- G. Resolution 2018-10 To Initiate a Transfer and Re-Appropriate Funds for 2017/2018 FY.



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7. NEW BUSINESS

- A. Discussion and/or Action Regarding Biosolids Dewatering & Hauling Award.
- B. Discussion and/or Action Regarding SRO Contract Agreement
- C. Discussion and/or Action on Reestablishing the Arts Commission

8. OLD BUSINESS

- A. N/A

9. REPORTS AND ANNOUNCEMENTS

- A. City Manager and Staff
- B. City Councilors
- C. Mayor

10. EXECUTIVE SESSION

Held pursuant to Oregon Public Record Law, ORS 192.660(2):

- (a) To consider the employment of a public officer, employee, staff member or individual agent.
- (b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.
- (c) To consider matters pertaining to the function of the medical staff of a public hospital licensed pursuant to ORS 441.015 to 441.063 and 441.196 including, but not limited to, all clinical committees, executive, credentials, utilization review, peer review committees and all other matters relating to medical competency in the hospital.
- (d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.
- (e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
- (f) To consider information or records that are exempt by law from public inspection.
- (g) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
- (h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.
- (i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

11. ADJOURN

Agenda posted at City Hall, Senior Center, Library and the City Website at <http://www.cityofmolalla.com/meetings>

This meeting location is wheelchair accessible. Disabled individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-829-6851



**Minutes of the Molalla City Council Regular Meeting
Molalla Adult Center
315 Kennel Ave., Molalla, OR 97038
Wednesday, May 23, 2018**

- 1. CALL TO ORDER OF THE MOLALLA CITY COUNCIL MEETING; the regular meeting of May 23, 2018 was called to order by Mayor Jimmy Thompson at 7:01 P.M.**

COUNCIL ATTENDANCE:

Mayor Jimmy Thompson – Present
Councilor Elizabeth Klein – Present
Councilor Leota Childress – Present
Councilor DeLise Palumbo – Present
Councilor Glen Boreth – Present
Councilor Cindy Dragowsky – Present
Councilor Keith Swigart – Present

STAFF IN ATTENDANCE

Dan Huff, City Manager - Present
Gerald Fisher, Public Works Director - Present
Chaunee Seifried, Finance Director – Absent
Rod Lucich, Police Chief - Present
Kelly Richardson, City Recorder - Present
Diana Hadley, Library Director - Absent
Chad Jacobs, City Attorney - Absent

- 2. COMMUNICATIONS, PRESENTATIONS, and PUBLIC COMMENT**

Formerly 6 (b), Molalla Youth Sports member Jason Ritter, asked Council for permission to hang banners at Sheets Field and/or Clark Park. Each sponsor gave \$500.00 dollars for the betterment of the fields.

MOTION by Councilor Palumbo: To approve Molalla Youth Sports to hang banners at Sheets Field and Clark Park. Second by Councilor Swigart. Motion carried all ayes (7-0).

Following the approval Mayor Thompson suggested to Council that there be some type of criteria for allowing banners. Following a brief discussion with Council staff is asked to bring back some type of criteria to follow allowing banners.

- 3. ADOPTION OF THE AGENDA**

MOTION by Councilor Klein: To approve the May 23, 2018 agenda as amended. Second by Councilor Childress. Motion carried all ayes (7-0).

- 4. CONSENT AGENDA**

- a) City Council Minutes – May 23, 2018



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- b) Library Board Minutes – N/A
- c) Correspondence – N/A.

MOTION by Councilor Childress: To approve the Consent Agenda as presented. Second by Councilor Dragowsky. Motion carried all ayes (7-0).

5. ORDINANCES, RESOLUTION AND PROCLAMATIONS

- a) **Ordinance 2018-07** Creating Chapter 13.02 Utility Billing Payments, City Manager Huff asked for a delay on this item.

6. NEW BUSINESS

- a) **Discussion and/or Action on** Regarding Possible Donation for Chamber Project. Councilor Childress presented this item to Council and asked Council to consider being a Silver Sponsor in regards to the Molalla Street Parade for \$1,000. Childress suggested using the Council fund to show unity and involvement with the Chamber. Following a brief discussion and a few questions clarifying what, if any, efforts the City already funds in regards to the Parade, a motion was made. CM Huff pointed out a few areas the City does provide funding for the Parade:
 - Public Works provides a number of services before and after the event.
 - Police Department provides a number of services as well.
 - City waives the application fees.
 - New this year, the City is sponsoring, in conjunction with the Buckeroo Association, the portable toilets used during the parade.

Councilor Childress explained the \$1,000 dollars funds a variety of areas for the parade expenses such as awards, banners, and others. It also shows support for the largest event of the year.

MOTION by Councilor Childress: To approve \$1,000 dollars to be a Silver Sponsor in the Parade. Second by Councilor Swigart. Motion defeated ayes (2-5). Nays, Councilor Boreth and Councilor Klein, Mayor Thompson, Councilor Palumbo and Councilor Dragowsky.

MOTION by Councilor Klein: To approve \$1,000 dollars donation for various beatification projects through the Molalla Chamber. Second by Councilor Dragowsky. Motion carried ayes (5-2). Nays, Councilor Boreth and Councilor Swigart.



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- b) **Discussion and/or Action** Regarding Request from Molalla Youth Sports. Mayor Thompson moved this item to discussion and presentations item number 2.
- c) **Discussion and/or Action** on RFP Results Insurance Agent of Record.

MOTION by Councilor Swigart: To approve CM Huff to sign contract with Gustafson Insurance as new agent of record. Second by Councilor Boreth. Motion carried all ayes (7-0).

7. OLD BUSINESS

- a) N/A

8. REPORTS AND ANNOUNCEMENTS

- a) **City Manager** Huff presented the Affordable Housing Grant highlights discussed at the C4 meetings. Cities must meet goal 10 (housing goal) which is mandated by the State of Oregon. The discussion was geared towards the probability of reaching our goal 10 needs. Council discussed what affordable housing is and what it looks like for our area. Following the discussion, Council agreed that a letter of support to the County in support of seeking this grant is appropriate. Mayor Thompson stated he would have a conversation with County and bring more information back to Council regarding the best way to support this grant effort. This event will be June 14.
- ❖ Councilor Klein explained the next item regarding the Clackamas County Arts Alliance. The Arts Alliance travels around to participating cities and assess what the needs of the community might be in regards to the arts and culture.
 - ❖ CM Huff explained in more detail the comfort stations the City is sponsoring in conjunction with the Buckeroo Association during the parade. Huff points out the significance of this because it has been a while since the City and the Buckeroo Association have worked together to sponsor something. The City has a good relationship with the Buckeroo Association today, which is a good thing, and we have all worked very hard to achieve.
 - ❖ CM Huff then went over the PW achievement list again with Council as it is very impressive what the Public Works department and crews have been able to achieve.



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- PWD Fisher presented his monthly report along with an overview of operations currently taking place.
 - ❖ PW is continuing to address a number of items at both the water and sewer plants.
- PWD Fisher highlights achievements over the past two years,
 - ❖ Converted Molalla River intake water permit to water right, which is now locked in as a water right.
 - ❖ Improvements to City Hall parking lot.
 - ❖ Upgrades and improvements to the City Hall administration side of the building.
 - ❖ Completed a paving index and developing a rating system for our paved roads.
 - ❖ Capital Improvement Plan update.
 - ❖ Lagoon leak test.
 - ❖ Completed Molalla Avenue improvements.
- This is just a few of the achievements. Council thanked Fisher for all of his hard work and for the updated reports.
- FD Seifried was absent.
- CR Richardson informed Council their packets would see some changes because of a new agenda meeting management software which was recently purchased. This software should help with both Council and Planning Commission meeting preparation.
- Councilors had mixed comments towards the changes proposed regarding the software.

b) City Councilors

- Councilor Childress talked about the Rural Conference she had attended and the many great ideas how to better involve our community. Childress informed Council that she, Councilor Klein, and Councilor Swigart attended the dedication of the Molalla Gardens Apartments. This event was well attended and very exciting. Childress remarked on the Mayor's statement regarding housing affordability that is really what the discussion has been at the County level. These apartments range from \$642 to \$767 a month for a 3-bedroom apartment. This is affordable housing. Councilor Swigart toured a 3-bedroom unit. He stated his only concern was the fact they build three story units, which required sprinklers since our Fire Department was rated for two story.
- Councilor Klein read a plaque that was presented to the City regarding the project and thanked everyone involved. They were amazed at the staff's ability to respond so quickly when needed. The project went much smoother than anticipated.



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- Councilor Klein explained that on Friday the Art selection Committee for the Molalla Heritage Art Walk is meeting to interview the artist teams that responded. This project is funded through a tourism grant.
- Following Councilor Klein's report, CM Huff informed Council that he, PWD Fisher, and Chief Lucich attended the open house for the South Clackamas Transit District Office.

c) **Mayor Thompson** had nothing more.

9. ADJOURN

MOTION by Councilor Boreth: To adjourn the meeting of May 23, 2018 at 8:26 pm. Second by Councilor Swigart. Motion carried all ayes (7-0).

Mayor, Jimmy Thompson

Date

ATTEST: _____
Kelly Richardson, CMC
City Recorder



RESOLUTION NUMBER 2018-08

A RESOLUTION ADOPTING THE CITY OF MOLALLA BUDGET FOR THE FISCAL YEAR 2018/2019; MAKING APPROPRIATIONS; AND CATEGORIZING AND LEVYING AD VALOREM TAXES

The City Council of the City of Molalla, Oregon, on the 13th day of June, 2018 sat in regular session for the transaction of City business.

WHEREAS, the Molalla Budget Committee has reviewed and acted on the proposed City budget; and

WHEREAS, the Molalla Budget Committee approved and recommended a balanced budget to the City Council on May 2, 2018; and

WHEREAS, in accordance with State law, the Molalla City Council has held a public hearing on the budget as approved and recommended but the Molalla Budget Committee.

NOW, THEREFORE, THE CITY OF MOLALLA RESOLVES and hereby adopts the FY 2018/2019 budget approved by the Budget Committee on May 2, 2018 with all City Council adjustments as discussed in the regular meeting on June 13, 2017, in the amount of **\$28,627,800**, of which **\$1,000,000** is in Unappropriated Ending Fund Balance and **\$2,403,615** is in reserves. Copies of the said budget are on file at the Molalla City Hall, 117 N. Molalla Avenue, Molalla, Oregon, 97038.

THE CITY OF MOLALLA FURTHER RESOLVES as follows:

1. **THAT** the amounts for the purpose of operating the City of Molalla for the fiscal year 2018/2019 budget year be appropriated as follows, beginning July 1, 2018.

GENERAL FUND

Administration	\$	1,079,800
Police Service	\$	2,893,550
Municipal Court	\$	196,300
City Council	\$	59,500
Parks Department	\$	217,002
Planning Department	\$	145,526
Transfers	\$	27,900
Contingency	\$	100,000.00
TOTAL APPROPRIATED TO GENERAL FUND	\$	4,719,578
<i>Reserve</i>	<i>\$</i>	<i>108,422</i>
<i>Unappropriated Ending Fund Balance</i>	<i>\$</i>	<i>1,000,000</i>

LIBRARY FUND

Library	\$	3,358,838
Contingency	\$	73,662
TOTAL APPROPRIATED TO LIBRARY	\$	3,432,500

STREET FUND

Streets	\$	786,750
Transfers	\$	816,740
Contingency	\$	137,386
TOTAL APPROPRIATED TO STREETS	\$	1,740,876

SEWER FUND

Sewer	\$	692,600
Sewer Operations	\$	641,700
Sewer Maintenance	\$	717,545
Transfers	\$	513,290
Contingency	\$	233,547
TOTAL APPROPRIATED TO SEWER	\$	2,798,682

WATER FUND

Water	\$	679,600
Water Operations	\$	266,700
Water Maintenance	\$	414,500
Transfers	\$	1,185,545
Contingency	\$	283,600
TOTAL APPROPRIATED TO WATER	\$	2,829,945
<i>Reserve</i>	\$	534,206

STORM WATER FUND

Storm Water	\$	230,400
Transfers	\$	122,900
Contingency	\$	26,873
TOTAL APPROPRIATED TO STORM	\$	380,173

PD RESTRICTED REVENUE

PD Restricted	\$	82,800
TOTAL APPROPRIATED TO PD RESTRICTED REVENUE	\$	82,800

WATER GENERAL OBLIGATION BOND

Debt Service	\$	31,050
TOTAL APPROPRIATED TO GO WATER BOND	\$	31,050

SEWER DEBT RETIREMENT

Debt Service	\$	315,600
TOTAL APPROPRIATED TO SEWER DEBT RETIREMENT	\$	315,600
<i>Reserve</i>	\$	316,000

CWSRF

Debt Service	\$	186,018
TOTAL APPROPRIATED TO CWSRF	\$	186,018
<i>Reserve</i>	\$	185,328

SEWER SDC

Sewer SDC	\$	5,000
Transfers	\$	485,513
TOTAL APPROPRIATED TO SEWER SDC	\$	490,513
<i>Reserve</i>	\$	68,626

WATER SDC

Transfer	\$	1,150,155
TOTAL APPROPRIATED TO WATER SDC	\$	1,150,155
<i>Reserve</i>	\$	768,928

STORM SDC

Transfer	\$	60,240
TOTAL APPROPRIATED TO STORM SDC	\$	60,240
<i>Reserve</i>	\$	22,949

TRANSPORTATION SDC

Transportation SDC	\$	5,000
Transfers	\$	468,000
TOTAL APPROPRIATED TO TRANSPORTATION SDC	\$	473,000
<i>Reserve</i>	\$	97,766

PARK SDC

Transfers	\$	1,000,000
TOTAL APPROPRIATED TO PARK SDC	\$	1,000,000
<i>Reserve</i>	\$	301,390

CAPITAL PROJECTS FUND

Capital Projects	\$	5,361,630
TOTAL APPROPRIATED TO CAPITAL PROJECTS	\$	5,361,630

FLEET REPLACEMENT FUND

FLEET REPLACEMENT	\$	171,425
TOTAL APPROPRIATED TO FLEET REPLACEMENT	\$	171,425

TOTAL APPROPRIATED FUNDS	\$	25,224,185
TOTAL RESERVES	\$	2,403,615
TOTAL UNAPPROPRIATED ENDING FUNDS	\$	1,000,000
TOTAL FY 2017/2018 BUDGET FOR THE CITY OF MOLALLA	\$	28,627,800

2. **THAT** the Molalla City Council hereby imposes taxes provided for the adopted budget at the rate of \$5.3058 per \$1,000 of assessed value for general operations; and that these taxes are hereby imposed and categorized for tax year 2018/2019 upon the assessed value of all taxable property within the City of Molalla.

	General Government	Excluded from Limitation
Permanent Rate	\$5.3058 / \$1,000.00	

3. **THAT** the Budget Officer is authorized to prepare and submit any certifications of the taxes levied that may be deemed necessary by the Oregon Department of Revenue and Clackamas County Assessor.

Adopted by the Molalla City Council this 13th day of June, 2018.

ATTEST:

City of Molalla, Oregon

By: _____
Kelly Richardson, CMC, City Recorder

By: _____
Jimmy Thompson, Mayor



City of Molalla – Administration Office
117 N Molalla Avenue, PO Box 248, Molalla, Oregon 97038
Phone: (503) 829-6855 Fax: (503) 829-3676

CITY OF MOLALLA
MEMORANDUM

DATE: June 13, 2018
TO: Mayor and Council
FROM: City Manager
SUBJECT: Informational: Utility Billing Payment Plan – June 27, 2018

Staff has completed the investigative process regarding the Utility Billing Payment Plan. Due to the large business agenda you all have for the June 13th meeting I thought it best to delay presentation of findings on this matter until June 27th when there is adequate time for discussion. Please let me know if you have questions or need clarification.

Dan Huff
City Manager



ORDINANCE NUMBER 2018-08

**AN ORDINANCE OF THE CITY OF MOLALLA, OREGON
REPEALING ORDINANCE 2018-02 WHICH WOULD HAVE CREATED A
STREET MANAGEMENT SYSTEM.**

WHEREAS, the Molalla City Council in an effort to maintain the city streets of Molalla directed staff to develop a Street Maintenance System; and

WHEREAS, upon completion of the Street Maintenance System, Molalla City Council passed Ordinance 2018-02; and

WHEREAS, at which time a referendum was filed and an election held which overturned Ordinance 2018-02; and

Now, Therefore, the City of Molalla does ordain as follows:

Section 1. Ordinance 2018-02 Creating the Molalla Municipal Code Chapter 12.22 Street Management System. Is hereby repealed in its entirety.

Section 2. Effective date. This ordinance is effective 30 days after its passage by Council and approved by the Mayor this date_____.

Read the first time on _____ and moved to second reading by _____ vote of the City Council.

Read the second time and adopted by the City Council on _____.

Signed by the Mayor on _____.

Jimmy Thompson, Mayor

ATTEST:

APPROVED AS TO FORM:
Beery Elsner & Hammond, LLP

Kelly Richardson, CMC, City Recorder

City Attorney



ORDINANCE NUMBER 2018-09

**AN ORDINANCE OF THE CITY OF MOLALLA, OREGON
AMENDING CHAPTER 8 OF MOLALLA MUNICIPAL CODE HEALTH &
SAFETY SPECIFIC TO 8.12 ALARMS SYSTEMS.**

WHEREAS, the Molalla Police Department has been contracting this service with Clackamas County; and

WHEREAS, the County is no longer providing this service; and

WHEREAS, it forced Molalla Police Department to find an alternative that would suit the needs of the community ; and

WHEREAS, with a new contract signed with a new alarm monitoring company our code language needed some changes.

Now, Therefore, the City of Molalla does ordain as follows:

Section 1. The Molalla Municipal Code section 8.12 is amended to read as follows in the attached Exhibit A.

Section 2. Effective date of this Ordinance takes place 30 days from its adoption.

/ / / /

/ / / /

Read the first time on _____ and moved to second reading by _____ vote of the City Council.

Read the second time and adopted by the City Council on _____.

Signed by the Mayor on _____.

Jimmy Thompson, Mayor

ATTEST:

APPROVED AS TO FORM:
Beery Elsner & Hammond, LLP

Kelly Richardson, CMC, City Recorder

City Attorney

Chapter 8.12 ALARM SYSTEMS

8.12.010 Purpose and scope.

8.12.020 Definitions.

~~8.12.030 Interconnection of automatic dialing devices.~~

~~8.12.040 Requirements imposed upon alarm businesses.~~

~~8.12.050 Maintenance of alarm systems.~~

~~8.12.060 Permits required—Fees—Exemptions.~~

~~8.12.070 False alarms.~~

~~8.12.080 Alarm validity.~~

~~8.12.090 Suspension of police response.~~

~~8.12.100 Permit revocation.~~

~~8.12.110 Violation penalties.~~

8.12.030 Administration; Funding; Increases in Fees and Fines; Annual Evaluation.

8.12.040 Alarm Registrations Required; Terms; Fees and Fee Collection.

8.12.050 Registration Application; Contents.

8.12.060 Transfer of Registration Prohibited.

8.12.070 Duties of Alarm Users.

8.12.080 Audible Alarms; Restrictions, Abatement of Malfunctioning Alarm.

8.12.090 Registration and Duties of Alarm Installation Companies and Monitoring Companies.

8.12.100 Duties and Authority of the Alarm Administrator.

8.12.110 False Alarm Fines; Fees; Late Charges.

8.12.120 Notice to Alarm Users of False Alarms and Suspension of a Police Response.

8.12.130 Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site.

8.12.140 Appeals of Determinations Regarding Alarm Registrations, Fees and Fines.

8.12.150 Reinstatement of Suspended Alarm Registrations.

8.12.160 Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies.

8.12.170 Police Department Response.

8.12.180 Confidentiality of Alarm Information.

8.12.190 Scope of Police Duty; Immunities Preserved.

8.12.010 Purpose and scope.

~~A.—The purpose of this chapter is to provide minimum standards and regulations applicable to alarm systems including those systems utilizing automatic dialing devices, and to encourage alarm users, as well as alarm businesses, to assume increased responsibility for maintaining the mechanical reliability and the proper use of alarm~~

~~systems to prevent unnecessary emergency response to false alarms and thereby to protect the emergency response capability of the City.~~

~~—B. This chapter governs burglary, robbery, and panic alarm systems, requires City permits, provides for allocation of revenues and deficits, provides for penalty assessments for excessive false alarms, provides for penalty assessments for delinquent accounts, provides for discontinuation of police response to alarms and revocation of alarm permits, provides for punishment of violators, and establishes a system of administration. (Ord. 2002-07 §2)~~

A. The majority of alarms to which the Police Department responds are False Alarms, which are reported to the Police by alarm companies.

B. Most False Alarms are the result of improper maintenance or improper or careless use of an Alarm System.

C. The public and Police Officers can be subjected to needless danger when the Officers are called to respond to False Alarms.

D. Officers responding to False Alarms are not immediately available to carry out other Police duties.

E. In the interest of using limited Police resources most effectively and efficiently, the number of False Alarms can and must be reduced.

F. The purpose of this Chapter is to reduce the potential dangers and inefficiencies associated with False Alarms and to encourage alarm companies and property owners to maintain the operational reliability, properly use Alarm Systems, and to reduce or eliminate False Alarm Dispatch Requests.

G. This Chapter governs systems intended to summon a Police response, establishes fees, fines, establishes a system of administration, sets conditions for the suspension of a Police response and establishes a public education and training program.

8.12.020 Definitions.

For the purposes of this chapter:

~~—“Alarm business” means the business by an individual, partnership, corporation, or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving or installing any alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed in or on any building, structure or facility.~~

~~—“Alarm center” means any location, other than the Emergency Dispatch Center, where alarms are received from sites within the City and for which emergency services personnel are requested to respond.~~

~~—“Alarm coordinator” means the individual designated by the Chief of Police to issue permits and enforce the provisions of this chapter.~~

—“Alarm permit” refers to the official document that is issued by the Molalla Police Department to users of alarm systems within the City limits.

—“Alarm system” means any assembly of equipment, mechanical or electrical, including a system interconnected with radio frequency signals, designed to signal the occurrence of an illegal entry, emergency, or other activity, by emitting or transmitting a remote or local audible, visual or electronic signal, requesting emergency services personnel response. An alarm system does not include an alarm installed on a motor vehicle or an alarm that is carried as a personal protection device on an individual's body.

—“Alarm user” means the person, firm, partnership, association, corporation, company or organization of any kind which owns, controls or occupies any building, structure or facility wherein an alarm system is maintained.

—“Answering service” means any telephone answering service providing the service of receiving, on a continuous basis through trained employees, emergency signals from an alarm system and thereafter immediately relaying the message by live voice to the Emergency Dispatch Center.

—“Automatic dialing device” means a device, which is interconnected to a telephone line and is programmed to select a predetermined telephone number and transmit by voice message or coded signal an emergency message indicating a need for emergency response. Such a device is an alarm system.

—“Burglar alarm system” means an alarm system signaling an entry or attempted entry into an area protected by the system.

—“Central station” means an office to which remote alarm and supervisory signaling devices are connected where operators are maintained continuously to supervise the circuit and investigate signals.

—“Chief of Police” means the Chief of Police of the City of Molalla or designated representative.

—“Emergency Dispatch Center” is the City/County facility used to receive emergency 911 calls and general information from the public to be dispatched to emergency responders.

—“False alarm” means an alarm signal that elicits a response by emergency services personnel when a situation requiring such a response does not in fact exist, but does not include an alarm signal caused by violent conditions of nature or other extraordinary means not reasonably subject to control by the alarm business, operator, or alarm user.

—“Interconnect” means to connect an alarm system including an automatic dialing device to a telephone line, either directly or through a mechanical device that utilizes a telephone for the purpose of using the telephone line to transmit a message upon the activation of the alarm system.

—“No response” means that emergency services personnel will not be dispatched to investigate a report of an alarm signal.

—“Primary trunk line of the City” means a telephone line servicing the City that is designated to receive emergency calls.

—“Robbery alarm system” means an alarm system transmitting a silent robbery signal from a business location or a panic/duress signal from a residential location.

—“Sound emission cutoff feature” means a feature of an alarm system, which will cause an audible system to stop emitting sound.

~~—“System becomes operative” means the point at which the alarm system is capable of requesting a police response. (Ord. 2002-07 §2)~~

~~A. The majority of alarms to which the Police Department responds are False Alarms, which are reported to the Police by alarm companies.~~

~~B. Most False Alarms are the result of improper maintenance or improper or careless use of an Alarm System.~~

~~C. The public and Police Officers can be subjected to needless danger when the Officers are called to respond to False Alarms.~~

~~D. Officers responding to False Alarms are not immediately available to carry out other Police duties.~~

~~E. In the interest of using limited Police resources most effectively and efficiently, the number of False Alarms can and must be reduced.~~

~~F. The purpose of this Chapter is to reduce the potential dangers and inefficiencies associated with False Alarms and to encourage alarm companies and property owners to maintain the operational reliability, properly use Alarm Systems, and to reduce or eliminate False Alarm Dispatch Requests.~~

~~G. This Chapter governs systems intended to summon a Police response, establishes fees, fines, establishes a system of administration, sets conditions for the suspension of a Police response and establishes a public education and training program.~~

~~8.12.020 Definitions. For purposes of this Chapter, the following terms shall have the following meanings:~~

~~A. “Alarm Administrator” means the Person or Persons designated by the Police Department to administer the provisions of this Chapter.~~

~~B. “Alarm Agreement” means the legal contract or agreement by and between the Alarm Installation Company and/or Monitoring Company and the Alarm User.~~

~~C. “Alarm Agreement Holding Company” means the Alarm Installation Company or Monitoring Company that holds the Alarm Agreement with the Alarm User~~

~~D. “Alarm Installation Company” means a Person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an Alarm System at an Alarm Site for compensation, and includes individuals or firms that install and service Alarm Systems used in a private business or proprietary facility.~~

E. "Alarm Dispatch Request" means a notification to the Police Department that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

F. "Alarm Registration" means a registration and unique Number issued by the Alarm Administrator to an Alarm User, which authorizes the operation of an Alarm System.

G. "Alarm Response Manager (ARM)" means a Person designated by an Alarm Installation Company and Monitoring Company to handle alarm issues for the company and act as the primary point of contact for the City's Alarm Administrator.

H. "Alarm Site" means a location served by one or more Alarm Systems. In a multi-unit building or complex, each unit shall be considered a separate Alarm Site if served by a separate Alarm System. In a single unit building that houses two or more separate businesses with separate Alarm Systems, each business will be considered a separate Alarm Site.

I. "Alarm System" means a device or series of devices, which emit or transmit an audible or remote visual or electronic alarm signal, which is intended to summon Police response. The term includes hardwired systems, surveillance cameras and systems interconnected with a radio frequency method such as cellular or private radio signals, and includes Local Alarm Systems, but does not include an alarm installed in a motor vehicle or a system which will not emit a signal either audible or visible from the outside of the building, residence or beyond, but is designed solely to alert the occupants of a building or residence.

J. "Alarm User" means any Person who has contracted for Monitoring, repair, installation or maintenance service for an Alarm System from an Alarm Installation Company or Monitoring Company, or who owns or operates an Alarm System which is not monitored, maintained or repaired under agreement.

K. "Alarm User Awareness Class" means a class conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.

L. "Alarm User List" means a list provided by the Alarm User's Alarm Installation Company or if no Alarm Agreement exists between the Alarm User and an Alarm Installation Company, the Alarm User's Monitoring Company.

M. "Arming Station" means a device that controls an Alarm System.

N. "Automatic Voice Dialer" means any electronic, mechanical, or other device which, when activated, is capable of being programmed to send a prerecorded voice message to the Police Department or City requesting an officer dispatch to an Alarm Site.

O. "Burglar Alarm" means an alarm intended to identify the presence of an intruder in either a business or residence.

P. "Business License" means a Business License issued by the City of Molalla Business License division to an Alarm Installation Company or Monitoring Company to conduct business in the City.

Q. "Cancellation" means the termination of a Police response to an Alarm Site after an Alarm Dispatch Request is made but before an officer's arrival at the Alarm Site.

R. "Conversion of Alarm User" means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing or monitoring of a previously unmonitored Alarm System or an Alarm System that was previously serviced or monitored by another alarm company.

S. "City" means City of Molalla.

T. "Duress Alarm" means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn off the system and requires an officer response.

U. "Enhanced Call Confirmation" (ECC) means an attempt by the Monitoring Company, or its representative, to contact the Alarm Site and/or Alarm User and/or the Alarm User's designated representatives by telephone and/or other electronic means, whether or not actual contact with a Person is made, to determine whether an alarm signal is valid before requesting a Police Burglar Alarm Dispatch, in an attempt to avoid an unnecessary Alarm Dispatch Request. For the purpose of this Chapter, telephone confirmation shall require, as a minimum that a second call be made to a different number, if the first attempt fails to reach an Alarm User who can properly identify themselves to determine whether an alarm signal is valid before requesting an officer dispatch. Names and numbers or those contacted or attempted to contact, shall be provided when requested.

V. "False Alarm" means an Alarm Dispatch Request to the Police Department, which results in the responding officer finding no evidence of a criminal offense or attempted criminal offense after completing an investigation of the Alarm Site, or, in the alternative, the same officer finding by a preponderance of evidence a blatant misuse or error of the alarm system.

W. "Holdup Alarm" means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

X. "Local Alarm System" means an unmonitored Alarm System that annunciates an alarm only at the Alarm Site or is a self-monitored Alarm Site.

Y. "Monitoring" means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the Police Department.

Z. "Monitoring Company" means a Person in the business of providing Monitoring services.

AA. "One Plus Duress Alarm" means the manual activation of a silent alarm signal by entering a code that adds one number to the last digit of the normal arm/disarm code (e.g., normal code = 1234, one plus duress code = 1235).

BB. "Panic Alarm" means an Alarm System signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring an officer response.

CC. "Person" means an individual, corporation, limited liability company, partnership, association, organization or similar entity as defined by Oregon law.

DD. "Police Department" means the Molalla Police Department.

EE. "Protective or Reactive Alarm System" means an Alarm System that produces a temporary disability or sensory deprivation through use of chemical, electrical, sonic or other means, including use of devices that obscure or disable a Person's vision.

FF. "Registration Number" means a unique individual number assigned to an Alarm User as part of Alarm Registration issued by the Police Department.

GG. "Responsible Party" means a Person capable of appearing at the Alarm Site upon request who has access to the Alarm Site, the code to the Alarm System and the authority to approve repairs to the Alarm System.

HH. "Robbery Alarm" means an alarm signal generated by the manual or automatic activation of a device, or any system, device or mechanism on or near the premises intended to signal that a robbery is in progress and that a Person needs immediate Police assistance in order to avoid bodily harm, injury or death. The term has the same general meaning as "Holdup Alarm or Duress Alarm."

II. "SIA Control Panel Standard CP-01" means the ANSI – American National Standard Institute-approved Security Industry Association – SIA CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce the incidence of False Alarms. Control panels built and tested to this standard by Underwriters Laboratory (UL), or other nationally recognized testing

organizations are marked as follows: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction."

JJ. "Takeover" means the transaction or process by which an Alarm User takes over control of an existing Alarm System that was previously controlled by another Alarm User.

KK. "Zones" mean a division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

8.12.030 Interconnection of automatic dialing devices. Administration; Funding; Increases in Fees and Fines; Annual Evaluation.

~~Automatic dialing devices shall be interconnected only to a telephone line transmitting directly to a central station, an answering service, or to such location where the recipient of calls has consented to receive calls from the automatic dialing device. No automatic dialing devices shall be interconnected to a primary trunk line of the City of Molalla. (Ord. 2002-07 §2)~~

A. Responsibility for administration of this Chapter is vested with the Police Department.

B. The Police Department may designate an Alarm Administrator to carry out the duties and functions described in this section.

C. Monies generated by fees and fines assessed pursuant to this section shall be deposited into the City's General Fund.

D. The amount of the fees and fines set forth in this section shall be specified in the City Fee Schedule, which may only be revised by a duly-adopted resolution of the City Council. For purposes of this subsection, "fees" include any type or class of fee and includes late charges.

E. The Alarm Administrator shall conduct an annual evaluation and analysis of the effectiveness of this Chapter and identify and implement system improvements as warranted.

8.12.040 Requirements imposed upon alarm businesses. Alarm Registrations Required; Terms; Fees and Fee Collection.

~~— A. — Every alarm business selling, leasing or furnishing an alarm system to any user and having the alarm system installed on such person's premises located in the City of Molalla shall be subject to the provisions of this chapter. Each such business shall furnish the user with instructions providing adequate information to reasonably enable the user to operate the alarm system properly at any time. The alarm business shall also inform each alarm user of the requirement to obtain an alarm permit and where such permit may be obtained.~~

~~— B. — Every alarm business selling or leasing to any person an alarm system that is installed on such person's premises in the City shall provide or make available at all~~

~~times service to repair such device should it malfunction and shall furnish to the person buying or leasing such device written information concerning how service may be obtained at any time, including the telephone number to call for service.~~

~~— C. — Each alarm business selling or leasing to any person an alarm system that is installed on such person's premises in the City shall initiate activation of the alarm system only after the alarmed premise obtains a City of Molalla Alarm Permit as provided in this chapter. (Ord. 2002-07 §2)~~

~~A. An Alarm User shall not operate, or cause to be operated, any Alarm System without a valid Alarm Registration. A separate Alarm Registration is required for each Alarm Site having a distinct address or business name. A registration fee including a completed Alarm Registration application shall be received and approved by the Alarm Administrator prior to any Alarm System activation. A thirty (30) day grace period shall be granted from the date of all new alarm installations or takeovers between two alarm users, to accommodate the registration application process. There may be reduced residential registration fees for senior citizens, low-income and disabled persons, or governmental entities. The city council shall establish such classes of persons by resolution.~~

~~B. Owners of Local Alarm Systems are required to adhere to all sections of this Chapter and are subject to all fees, fines, suspensions, penalties or other requirements that are applicable.~~

~~C. The fee for a new initial Alarm Registration and the Alarm Registration renewal fee shall be collected by the Alarm Administrator.~~

~~D. Existing Alarm Systems:~~

~~1. Any Alarm System that has been installed before the effective date of this Ordinance shall be registered and a registration fee collected by the Alarm Administrator.~~

~~a. The Alarm Agreement Holding Company shall provide within forty (40) days of the effective date of this Ordinance, an Alarm User List of existing Alarm Users in the City, in a format approved by the Alarm Administrator, including name, address, billing address and telephone number to the Alarm Administrator.~~

~~b. The Alarm Agreement Holding Company may apply to the Alarm Administrator for an extension of the time limit in subsection (a) based on extenuating circumstances.~~

~~2. The Alarm Agreement Holding Company may, through a mutual written agreement, have another Alarm Company provide the Alarm User's list.~~

~~E. New Alarm Systems:~~

1. Any Alarm Installation Company that installs an Alarm System on premises located within the City of Molalla shall notify the Alarm Administrator within twenty (20) days that an Alarm System has been installed and send the Alarm Administrator the required information.

2. In the case of self-installed alarm systems that are to be monitored by a Monitoring Company, the Monitoring Company shall act as the Alarm Installation Company regarding the duties to notify the Alarm Administrator.

3. Failure of an Alarm Installation Company to notify the Alarm Administrator of a new Alarm System installation within twenty (20) days of installation shall result in a fine as established by resolution of the city council to be imposed on the Alarm Installation Company.

4. The initial Alarm Registration fee shall be collected by the Alarm Administrator. Failure of the Alarm User to submit an application and registration fee within the thirty (30) days after notice shall result in the Alarm System being classified as non-registered and late charges being assessed.

F. Alarm Registration and Renewal Fees

1. An Alarm Registration shall expire one year from the date of issuance, and must be renewed annually by the Alarm User. The Alarm Administrator shall notify the Alarm User of the need to renew their registration thirty (30) days prior to the expiration of the registration. It is the responsibility of the Alarm User to submit the updated information and renewal fees prior to the registration expiration date. Failure to renew shall be classified as use of a non-registered Alarm System and subject the Alarm Site to a suspension and late charge.

2. Registration fees shall be collected annually based on a one-year registration period. The amount of the registration and renewal fees required are established by resolution of the city council.

G. Late charge. Alarm Users who fail to make payment for an Alarm Registration prior to the registration's expiration date will be assessed a late charge as established by resolution of the city council.

H. Refunds. No refund of a registration fee or registration renewal fee will be made.

I. Upon receipt of a completed Alarm Registration application form and the Alarm Registration fee, the Alarm Administrator shall issue a Registration Number or Alarm Registration renewal to the applicant unless:

1. The applicant has failed to pay any fee or fine assessed under this chapter; or

2. An Alarm Registration for the Alarm Site has been suspended, and the condition causing the suspension has not been corrected; or

3. The Alarm Installation Company and/or the Monitoring Company listed on the registration application are not in possession of current valid state licensing; or

4. Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Registration shall be sufficient cause for refusal to issue an Alarm Registration.

J. Exceptions.

1. Government entities, including but not necessarily limited to the City, County, State, Federal and School Districts, must obtain Alarm Registrations for all Alarm Systems on property under their control within the boundaries of Molalla, but may be subject to reduced or waived payment of Alarm Registration and renewal fees.

2. All registration-fee-exempted alarm sites or reduced fee sites are required to obtain and maintain a valid Alarm Registration for a Police response and are subjected to all other fees, fines and suspension enforcements, except when this action is prohibited by statute or through a court ruling.

8.12.050 Maintenance of alarm systems.

~~—A.— Alarm users shall maintain the premises and the alarm system in a manner that will minimize or eliminate false alarms.~~

~~—B.— Alarm users shall make every reasonable effort to respond or cause a representative to respond to the alarm system's location when notified by a representative of the City, to deactivate a malfunctioning alarm system, provide access to the premises, provide security for the premises, or provide any combination of the foregoing.~~

~~—C.— No person shall manually activate an alarm that requests a response from emergency services personnel for any reason other than an occurrence of an event that the alarm system was intended to report.~~

~~—D.— All alarm systems within the City limits shall be equipped with a sound emission cutoff feature which will stop the emission of sound 15 minutes or less after the alarm is activated. (Ord. 2002-07 §2)~~

- An application for an Alarm Registration must be in a format provided by the Police Department. The information required on such forms shall be determined by the Alarm Administrator. Registration applicants acknowledge that the Police response may be influenced by factors including, but not limited to, the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, prior alarm history, administrative actions and staffing levels.

8.12.060 Permits required—Fees—Exemptions. Transfer of Registration Prohibited.

~~—A.— Every alarm user, including those connected through an alarm center, shall obtain a City of Molalla alarm permit for each alarm system from the alarm coordinator prior to use of an alarm system. Applications for an alarm permit shall be filed with the alarm coordinator and shall be accompanied by the required fee, which shall be set by the City Council by resolution. Each permit shall bear the signature of the Chief of Police and shall be valid for one year duration from the date of issue. The alarm permit shall be physically displayed in a location upon the alarmed premises that is clearly visible from the exterior for inspection purposes.~~

~~—B.— The application for the alarm permit shall be signed by the alarm user, and shall include an authorization from the alarm user for emergency services personnel to enter and search the premises in the event of an alarm.~~

~~—C.— The alarm coordinator shall notify each alarm user by regular mail of the need to pay a renewal fee to obtain a renewed alarm permit at least 30 days prior to the expiration of the permit. A late penalty shall be assessed in addition to the alarm permit fee to an alarm user who fails to obtain an alarm permit within 30 days of when the system becomes operative, or to a user who fails to renew a permit within 30 days after the permit expires.~~

~~—D.— The following shall be exempt from paying a fee for an alarm permit, but shall be subject to all other provisions of this chapter:~~

~~—1.— An alarm user which is a governmental unit;~~

~~—2.— Residential alarm users who own or lease the premises where the alarm is installed, are over the age of 65, reside where the permitted alarm is located, and no business is conducted in the residence.~~

~~—3.— Alarm users required to install, maintain and operate an alarm system by federal, state, county or municipal statute, regulation, rule or ordinance.~~

~~—E.— Alarm permits shall be issued for a specified location site and shall not be transferred to another person or location. It is the responsibility of the alarm user to update the alarm coordinator of any changes that alters any information listed on the alarm permit application. (Ord. 2002-07 §2)~~

A. An Alarm Registration cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Administrator and their Alarm Company of any change to the information listed on the Alarm Registration application within ten (10) business days after such change.

B. Exceptions may be made in the discretion of the Alarm Administrator when the transfer proposed is among members of the family of the original registration holder or successors in interest to the property for which the Alarm Registration has been issued.

8.12.070 False alarms. Duties of Alarm Users.

~~—A.— It shall be unlawful for any person to own, operate, control, maintain, lease, rent or use an alarm system which generates more than two false alarms in any permit year. Each false alarm after the second alarm is a separate violation of this section, and may be prosecuted in the Municipal Court.~~

~~—B.— The alarm coordinator shall send a “false alarm notification” letter by regular mail to notify alarm users of false alarm activations and to advise the user of the consequences of future false alarms. The alarm coordinator shall also inform the alarm user of the right to appeal the validity of the false alarm to the Chief of Police as provided in this chapter. (Ord. 2002-07 §2)~~

A. An Alarm User shall:

1. Maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;

2. Make every reasonable effort to arrive at (or cause a designated, responsible person to arrive at) the Alarm System's location within 30 minutes after being requested by the Monitoring Company or Police Department in order to:

a. Deactivate an Alarm System;

b. Provide access to the Alarm Site; and/or

c. Provide alternative security for the Alarm Site.

3. Provide his, her, or its Monitoring Company with the updated names and telephone numbers of at least two individuals who are able and have agreed to:

a. Receive notification of an Alarm System activation at any time;

b. Respond to the Alarm Site at any time; and

c. Provide access to the Alarm Site and deactivate the Alarm System, if necessary.

4. Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.

5. Notify his, her, or its Monitoring Company of any suspension of police response (as provided for under this Chapter) and request that the Monitoring Company not make a Burglar Alarm Dispatch Request.

B. No Person shall operate or cause to be operated any Automatic Voice Dialer which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.

C. An Alarm User shall keep a set of written operating instructions for each Alarm System at each Alarm Site.

8.12.080 Alarm validity Audible Alarms; Restriction, Abatement of Malfunctioning Alarm.

~~A. An alarm user has the right to contest the validity of a false alarm determination and may appeal to the Chief of Police for a validation hearing. The appeal must be in writing and must be received by the alarm coordinator within 10 days of issuance of the false alarm notice. Failure to contest the determination in the required time period shall result in a conclusive presumption that the alarm was false.~~

~~—B.— If a validation hearing is requested, written notice of the time and place of the validation hearing shall be served on the user via certified mail at least 10 days prior to the date set for the hearing. The date shall not be more than 21 nor less than 10 days after the filing of the request for the hearing.~~

~~—C.— The validation hearing shall be before the Chief of Police. The alarm coordinator and the alarm user shall have the right to present written and oral evidence, subject to the right of rebuttal. If the Chief of Police determines that the alleged false alarm has or has not occurred in a permit year, the Chief shall issue written findings waiving, expunging or affirming the initial determination of the false alarm designation.~~

~~—D.— The Chief of Police may appoint another person to hear the appeals and to render judgment. (Ord. 2002-07 §2)~~

A. No Alarm System shall emit a sound resembling an emergency vehicle siren or civil defense warning. The chief of police shall make the final determination regarding any question of an audible alarm within this section.

B. After the effective date of this ordinance no one shall install, modify or repair an Alarm System in the City of Molalla that has a siren, bell or other signal that is audible from any property adjacent to the Alarm Site that sounds for longer than fifteen (15) consecutive minutes after the alarm is activated, or that repeats the fifteen (15) minute audible cycle more than two consecutive times during a single armed period.

C. In the event that an audible alarm is activated and fails to reset itself or continues to activate for more than (60) sixty minutes and the responsible person listed on the Alarm Registration or other responsible person cannot or will not respond and silence the alarm, and the continued activation of the alarm is creating a disturbance, the Police Department may cause the alarm to be silenced in a manner determined appropriate for the circumstances. The Alarm User shall be held responsible for the actual costs involved to abate the malfunctioning alarm up to a maximum of three hundred dollars (\$300). The City, its employees or agents shall not be responsible or liable for damage resulting from such disconnection.

8.12.090 Suspension of police response. Registration and Duties of Alarm Installation Companies and Monitoring Companies.

~~—A.— If a permit fee, late penalty or false alarm penalty have not been received by the City within 15 days of when due, or if an alarm permit has been revoked, the alarm coordinator shall send a "Notice of Suspension of Police Response" via certified mail to~~

~~the alarm user, and a copy to the alarm business providing the service, indicating that police response shall be suspended at the alarmed premise due to said delinquency and shall remain suspended until such time as the delinquent amount due is paid in full, or the permit has been reinstated.~~

~~—B.—The suspension of police response to alarm activations shall begin 15 days after the mailing date of the "Notice of Suspension of Police Response" unless the alarm user pays the delinquent amount due in full, or reinstates the alarm permit. (Ord. 2002-07 §2)~~

A. Registration.

1. No alarm company operator or alarm agent, as defined by the Business and Professions Code, shall install, maintain, or repair any Alarm System within the City unless the Alarm Company operator or alarm agent has, prior to performing such work, obtained a City Business License.

2. Each Alarm Installation Company and Alarm Monitoring Company must designate one individual as the Alarm Response Manager (ARM) for the company. The individual designated as the ARM must be knowledgeable of the provisions of this Chapter, as well as have the knowledge and authority to deal with False Alarm issues and respond to requests from the Alarm Administrator. The name, contact number, and email address of the ARM shall be provided to the Alarm Administrator. Failure to comply within thirty (30) days after being notified in writing from the Alarm Administrator may result in the suspension of Police Department response to Alarm Dispatch Requests from the non-complying Alarm Installation Company or Monitoring Company.

3. Each Alarm Installation Company shall provide the name, address and phone number of any Monitoring Company it is using to monitor its Alarm Sites within the City, and Monitoring Companies shall do the same for Alarm Installation Companies that use their monitoring services within the City.

B. Alarm Installation Companies shall:

1. Upon the installation or activation of an Alarm System, the Alarm Installation Company shall distribute to the Alarm User information summarizing:

a. The applicable law relating to False Alarms, including the Registration Fee and the potential for fines and suspension of an Alarm Registration;

b. How to prevent False Alarms; and

c. How to operate the Alarm System.

2. After the effective date of this Ordinance, Alarm Installation Companies shall not program Alarm Systems so that they are capable of sending One

Plus Duress Alarms. Monitoring Companies may continue to report One Plus Duress Alarms received from Alarm Systems programmed with One Plus Duress Alarms installed prior to the effective date of this Ordinance.

3. After the effective date of this Ordinance, Alarm Installation Companies shall not install, modify or repair "single action" devices for the activation of Hold-up, Robbery or Panic Alarms. New devices shall require two actions or an activation time delay to provide more positive assurance that the user intends to activate the device.

4. Ninety days after the effective date of this Ordinance, an Alarm Installation Company shall, on new installations, use only alarm control panel(s) which as listed as ANSI/SIA CP-01- Control Panel Standard - Features for False Alarm Reduction.

5. An Alarm Installation Company shall not use an Automatic Voice Dialer for any Alarm System which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.

6. Ensure that Alarm Users of Alarm Systems equipped with a Duress, Robbery, Holdup or Panic Alarm has been provided adequate training as to the proper use of the Alarm System's operation and function.

7. All Alarm Systems shall be supplied with an uninterrupted power supply in such a manner that the failure or interruption of the normal electric utility service for a period of up to four (4) hours will not activate the Alarm System.

8. All audible Alarm Systems shall include a device which will limit the duration of the audible alarm to a period of not more than fifteen (15) minutes per activation.

C. A Monitoring Company shall:

1. Report alarm signals by using telephone numbers or procedures designated by the Alarm Administrator or other approved communication processes.

2. Employ Enhanced Call Confirmation procedures on all Burglar Alarm Dispatch Requests. The Molalla Police Department may refuse to accept an Alarm Dispatch Request from a Monitoring Company that has failed to comply with the procedures required by Enhanced Call Confirmation. This subsection becomes effective Ninety (90) days after the effective date of this Ordinance.

3. Communicate Alarm Dispatch Requests to the Police Department in a manner and form determined by the Alarm Administrator.

4. Communicate Cancellations to the Police Department in a manner and form determined by the Alarm Administrator.

5. Communicate all available Zone activations information (north, south, front, back, door, window etc.) about the location of an alarm signal(s) as part of an Alarm Dispatch Request.

6. Communicate the type of alarm activation (silent or audible, interior or perimeter), if available, on any Alarm Dispatch Request.

7. Notify Communications (Dispatch) of any Alarm Site that it knows, or reasonably should know has guard dog(s), pets or is fitted with a Protective-Reactive Alarm System. During any alarm at such a site, a Responsible Party must be contacted and confirm that he or she will respond to the Alarm Site to disarm the device or take control of the guard dog(s).

8. After an Alarm Dispatch Request, promptly advise the Police Department if the Monitoring Company knows that the Alarm User or a Responsible Party is on the way to the Alarm Site;

9. Each Monitoring Company must maintain, for a period of at least one year after the date of an Alarm Dispatch Request, all records relating to the Alarm Dispatch Request. Records must include the name, address and telephone number of the Alarm User, each Alarm System zone activated, the time of Alarm Dispatch Request and evidence of all attempts to verify. The Alarm Administrator may request copies of such records for any individual Alarm User. If the request is made within 60 days after an Alarm Dispatch Request, the Monitoring Company shall furnish requested records within three (3) business days after receiving the request. If the records are requested between sixty (60) days and (one) 1 year after an Alarm Dispatch Request, the Monitoring Company shall furnish the requested records within thirty (30) days after receiving the request.

10. Each Monitoring Company shall, upon request, immediately provide the Police Department with the names and phone numbers of the Alarm User's emergency contacts at the time of each Alarm Dispatch Request.

D. Conversion of Alarm Users. An Alarm Installation Company or Monitoring Company that converts the servicing of any Alarm System account from another company shall notify the Alarm Administrator of such conversion and shall make a reasonable effort to provide to the Alarm Administrator, within 60 days from the date of conversion, an Alarm User List of the converted accounts, in a format acceptable to the Alarm Administrator.

8.12.100 Permit revocation: Duties and authority of the Alarm Administrator.

~~A. Any alarm system which has seven or more false alarms during any permit year shall be subject to permit revocation as provided in this section.~~

~~—B.— If the City records seven or more false alarms during any permit year, the alarm coordinator shall notify the alarm user and the alarm business providing service or inspection to the user by certified mail of such fact and direct that the user submit a report to the alarm coordinator within 10 days of receipt of the notice describing actions taken, or to be taken to discover and eliminate the source of the false alarms.~~

~~—C.— If the alarm user submits a report as directed, the alarm coordinator shall determine if the actions taken or to be taken will prevent the occurrence of false alarms. If it is determined that the action will prevent the occurrence of false alarms, the alarm coordinator shall notify the alarm user and relevant alarm business in writing that the permit will not be revoked at that time, but that if one more false alarm occurs within the permit year, the permit will be summarily revoked.~~

~~—D.— If no report is submitted, or if the alarm coordinator determines that the actions taken or about to be taken will not prevent the occurrence of false alarms, the alarm coordinator shall give notice to the user that the permit will be revoked if the user does not file within 10 days a written request for a hearing. If a hearing is requested, written notice of the time and place of the hearing shall be served on the user by the alarm coordinator by certified mail at least 10 days prior to the date set for the hearing, which date shall not be more than 21 nor less than 10 days after the filing of the request for a hearing.~~

~~—E.— The hearing shall be before the City Manager, and the alarm coordinator and the alarm user shall have the right to present written and oral evidence, subject to the right of cross examination. If the City Manager determines that seven or more false alarms have occurred during any permit year, and that the user has not taken actions which will prevent the occurrence of false alarms, the City Manager shall issue written findings to that effect and may issue an order revoking the user's permit.~~

~~—F.— Notice of revocation shall be sent to the alarm user and to the applicable alarm business by certified mail. Revocations shall be effective 15 days after mailing.~~

~~—G.— Permits revoked pursuant to the above procedure shall be revoked for a period of one year. Any alarms received which result in emergency response during the period the alarm permit is revoked will result in a charge of \$100.00 per alarm received, in addition to any false alarm penalties. Such charges must be paid in full prior to reapplication for an alarm permit. (Ord. 2002-07 §2)~~

A. The Alarm Administrator shall:

1. Designate the manner and form of Alarm Dispatch Requests and the telephone numbers and/or communication process that are to be used for such requests; and

2. Establish a procedure to accept Cancellation of Alarm Dispatch Requests.

B. The Alarm Administrator shall establish a procedure to acquire and record information on Alarm Dispatch Requests.

C. The Alarm Administrator shall establish and implement a procedure to notify the Alarm User of a False Alarm. The notice shall include the following:

1. The date and time of an officer's response to the False Alarm; and
2. Any False Alarm fine incurred.

D. The Alarm Administrator may require that a conference be held with an Alarm User and the Alarm Installation Company or Monitoring Company responsible for repairing or monitoring of the Alarm System to review the circumstances of each False Alarm. The conference may be held in Person or through a conference telephone call, at the Alarm Administrator's discretion. Failure to participate may result in suspension of the Alarm Registration, as indicated by the facts of the case.

E. The Alarm Administrator may establish an Alarm User Awareness Class. The Alarm Administrator may request the assistance of associations, alarm companies and law enforcement agencies in developing and implementing the class. The class shall inform Alarm Users of the Alarm Ordinance; problems created by False Alarms and teach Alarm Users how to avoid creating False Alarms.

F. If a false Robbery, Holdup or Panic Alarm has occurred and the alarm was triggered using a single action, non-recessed device, the Alarm Administrator may consider a waiver or partial waiver of the False Alarm fine, if action is taken by the Alarm User to remove or replace the single action, non-recessed device.

G. The Alarm Administrator shall make a copy of this Ordinance and/or an ordinance summary sheet available to each Alarm User.

H. The Alarm Administrator may use electronic means to communicate with Alarm Users, Alarm Installation Companies and Monitoring Companies when applicable or when requested by the recipient and at the Alarm Administrators discretion.

8.12.110 Violation penalties, False Alarm Fines; Fees; Late Charges.

A. ~~False alarms shall be punishable as follows:~~

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Number of False Alarms Within Permit Year	Fine Not to Exceed
3	\$50.00
4	\$75.00
5	\$100.00
6 or more	\$150.00

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~~B. Violation of any other provision of this chapter shall be punishable by a fine of not more than \$500.00. Each day's violation shall be deemed a separate offense. (Ord. 2002-07 §2)~~

A. The Alarm Administrator may assess the Alarm User a fine for a False Alarm occurring at that Alarm User's Alarm Site. The amount of said fines for the listed categories shall be established by city council and may be subsequently amended by resolution of the city council.

B. If a False Alarm fine is not paid within thirty (30) days after the invoice is mailed, a late charge as established by resolution of the city council shall be imposed.

C. Fines for False Alarms from Non-Registered Alarm Systems. For person(s) operating a Non-Registered Alarm System incurring a False Alarm, fines shall be imposed as established by resolution of the city council.

D. Any Monitoring Company after five (5) business days of receiving notice from the Alarm Administrator that an Alarm User's registration status is that of Non-registered shall not make a Burglar Alarm Dispatch Request from that Alarm User

E. If Cancellation of a Police response occurs prior to the officer's arrival at the Alarm Site, the response is not considered a False Alarm and no False Alarm fine will be assessed.

F. The Alarm Installation Company shall be assessed a fine in an amount established by resolution of the city council if the officer responding to a False Alarm determines that an on-site employee of the Alarm Installation Company directly caused the False Alarm. Such False Alarms are not included in the total number of False Alarms for the Alarm User, nor is the Alarm User to be held liable for any False Alarm fine resulting from such alarm activation.

G. A fine in an amount established by resolution of the city council shall be imposed against any Monitoring Company that fails to verify Alarm System signals as required in subsection 8.12.090(C)(2) of this Chapter.

H. Notice of the right of appeal under this ordinance will be included with notice of any fine.

I. All registration fees, renewal registration fees or fines assessed under this section are due within thirty (30) days of written notice unless otherwise noted. A late charge in an amount

established by resolution of the city council shall be imposed for each individual fee or fine due that is not paid within thirty (30) days.

J. The Alarm Administrator may waive the False Alarm fine for the first chargeable False Alarm during the Alarm User's one-year registration period, pending the successful completion of the Online Alarm User Awareness Class available through the Alarm Administrator. In order to have the fine waived, the Alarm User shall have successfully completed the class within thirty (30) days of the fine notice. Alarm Users without online access may request the online school and test be mailed to them. Reasonable additional time to complete the Alarm User Awareness Class shall be allowed for mail delivery.

8.12.120 Notice to Alarm Users of False Alarms and Suspension of a Police Response.

A. The Alarm Administrator shall notify the Alarm User in writing or by other electronic means after each False Alarm. The notice shall include the amount of the fine for the False Alarm, the fact that Police response to further alarms may be suspended after the fourth False Alarm during the Alarm User's one-year Alarm Registration period, (excluding Duress, Robbery, Holdup and Panic Alarms), and that the Alarm User has the right to appeal.

B. The Alarm Administrator shall notify the Alarm User in writing thirty (30) days beforehand that a Police Department response to further alarms is to be suspended. The right of appeal under this Ordinance shall be included with the notice. The notice of suspension shall also include the amount of any fees and/or fines due and a description of the reinstatement process.

8.12.130 Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site.

A. The Alarm Administrator shall notify the Police Department of each Alarm User whose Alarm Registration qualifies for suspension under this section. The Alarm Administrator may suspend an Alarm Registration if it is determined that:

1. There is a false statement of a material fact in the registration application; or

2. The Alarm User has had four or more false Burglar Alarms within the one-year registration period, except that the Alarm Administrator may waive a suspension of a registration upon

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receipt of documented work orders showing reasonable attempts to repair the Alarm System prior to the notice of suspension.

3. The Alarm User fails or refuses to pay an Alarm Registration or Alarm Registration Renewal fee, False Alarm fine, late charge, or any other fee, fine, or charge assessed under this section.

B. It is a violation of this section for a Person to operate a Burglar Alarm System during the period in which the Alarm Registration is suspended. It is a violation of this Chapter for a Monitoring Company to make an Alarm Dispatch Request to a Burglar Alarm Site after the Monitoring Company's Alarm Response Manager (ARM) has been notified by electronic mail by the Alarm Administrator that the registration for that Alarm Site has been suspended. A grace period of five (5) business days after the ARM's notification shall be granted the Monitoring Company to comply. The Alarm Monitoring Company shall be assessed a fine in an amount established by resolution of the city council for requesting a Burglar Alarm Dispatch Request on a suspended Alarm Site.

C. False Alarm Fines under Suspension status. In addition to the fines set forth in subsection 8.12.110(A), a supplemental fine is hereby imposed upon any Person operating a suspended Burglar Alarm System. The amount of said fines shall be established by resolution of the city council.

D. It shall be the responsibility of the Alarm User to notify their respective Alarm Monitoring Company of their suspension status. An Alarm User shall be held financially accountable for all false alarm fines incurred.

E. Unless there is a separate indication that there is a crime in progress, the Police Department may or may not dispatch an officer to an Alarm Site for which an Alarm Registration is suspended.

8.12.140 Appeals of Determinations Regarding Alarm Registrations, Fees and Fines.

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A. If the Alarm Administrator assesses a fee or fine, suspends an Alarm Registration or denies the issuance, renewal or reinstatement of an Alarm Registration, the Alarm Administrator shall send notice of the action and a statement of the right to appeal to the affected applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company.

B. The applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company may appeal any action described in subsection (A) above to the Police Chief (or his or her designee) by setting forth in writing the reasons for the appeal and delivering the appeal to the Police Chief (or designee) within twenty (20) days after receipt of notice of the action. Failure to deliver the appeal within that time period is a waiver of the right to appeal.

C. The procedure for an appeal to the Police Chief (or designee) is as follows:

1. The applicant, Alarm User, Alarm Installation Company or Monitoring Company may file a written request for appeal by paying an appeal fee and setting forth the reasons for the appeal. The appeal must be entitled "Appeal from Alarm Administrator's Action." The appeal fee shall be in an amount established by resolution of the city council and will be returned to the appealing party if the appeal is successful.

2. The Police Chief (or designee) shall conduct a hearing on the appeal within thirty (30) days after the Police Department's receipt of the request for appeal and appeal fee and shall consider the evidence submitted by the appealing party and the Alarm Administrator. The Police Chief (or designee) must base the decision on the preponderance of evidence presented at the hearing and must render a decision within fifteen (15) days after the date of the hearing. The decision shall affirm or reverse the decision or action taken by the Alarm Administrator. The decision of the Police Chief or designee shall be the final decision in the matter.

3. Filing of an appeal stays any action by the Alarm Administrator to suspend an Alarm Registration or require the payment of a fee or fine until the appeal process has been exhausted. This provision applies only to the action of the Alarm Administrator that is the subject of the appeal. This provision does not operate as a bar to enforcement action on violations of this section that occur thereafter.

D. The Alarm Administrator or the Police Chief, or their respective designees, may adjust the count of False Alarms or assessed fees based on:

1. Evidence that a False Alarm was caused by action of a communications services provider (i.e. telephone, cellular, cable company);

2. Evidence that a False Alarm was caused by a power outage of more than four (4) hours or severe weather such as a tornado, earthquake, or excessive winds (35 m.p.h. or above as measured by a local, recognized weather monitoring station);

3. Evidence that an Alarm Dispatch Request was not a False Alarm; or

4. The occurrence of multiple alarms within a 24-hour period, which may be considered as one False Alarm if the Alarm User has taken corrective action, unless the False Alarms are directly caused by the Alarm User.

E. The Alarm Administrator may waive all or part of a False Alarm fine due to extenuating circumstances or to encourage corrective action with supervisor approval.

8.12.150 Reinstatement of Suspended Alarm Registrations.

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A. On the suspension of an Alarm Registration, a Person whose Alarm Registration has been suspended may obtain reinstatement of the registration by the Alarm Administrator if the Person:

1. Pays a reinstatement fee as established by resolution of the city council;

2. Pays, or otherwise resolves, all outstanding fees, fines, and other charges;

3. Submits a written notice from an Alarm Installation Company stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company;

4. The Alarm User successfully completes an Alarm User Awareness Class and test.

B. The Police Department shall reinstate its response to an Alarm Site as soon as is practicable after receiving notice of reinstatement from the Alarm Administrator. The Alarm User and Monitoring Company shall take notice that the Alarm Site has been officially reinstated only after receiving notice from the Alarm Administrator of that fact. It shall be the responsibility of the Alarm User to verify that his, her, or its registration status and future police response has been properly restored.

8.12.160 Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies.

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A. The Police Chief or designee may suspend Police response to an Alarm Dispatch Request from an Alarm Installation Company or Monitoring Company if it is determined that:

1. There is a violation of this chapter by the Alarm Installation Company or Monitoring Company and the condition causing the violation has not been corrected and/or;

2. The Alarm Installation Company or Monitoring Company has failed to pay any fee, fine, or other charge assessed under this section, more than sixty (60) days after the fee, fine, or other charge is due.

B. The Police Department may not respond to any Alarm Dispatch Request where the Alarm Installation Company or Monitoring Company who installed or monitors that alarm has failed to comply with any licensing requirements or failed to maintain a valid copy of any required Alarm Company Operators License.

C. A suspension of Police response made pursuant to this subsection is subject to the appeal process provided for within this Chapter. In addition, the Alarm Administrator has the ability to accept a workable solution from the affected party prior to an appeal. The affected party has sixty (60) days after the written notice of suspension before Police response is suspended to its alarm customers.

D. The Alarm Administrator shall notify all known Alarm Users subscribing to an Alarm Installation Company or an Alarm Monitoring Company that the Police Department has suspended response to the company's Alarm Dispatch Requests.

E. The City shall assess the Alarm Installation Company or Monitoring Company a reinstatement fee in an amount established by resolution of the city council. In addition, if the Alarm Administrator has incurred costs in notifying Alarm Users by mail of the suspension of their Alarm Installation Company or Monitoring Company, reimbursement to the City of those costs shall be a condition of reinstatement.

8.12.170 Police Department Response

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A. Subject to the suspension provisions in section 8.12.130 above and the discretion discussed in section 8.12.190 below, the Police Department at its discretion will respond to all “in progress” Robbery, Panic or Burglar Alarms as promptly as possible, taking into account pending calls for service and any policy establishing priority of dispatched calls following notification of the receipt of the alarm from the Monitoring Company. Police supervisors may, in their discretion, cancel a Police response to any or all alarms based on weather or other factors affecting Police service needs.

B. The Police Chief or his or her designee may re-prioritize assignment of Burglar Alarms and response time at any time during a 24-hour period as may be necessary due to the service needs of the community.

8.12.180 Confidentiality of Alarm Information.

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All information contained in documents gathered through Alarm Registrations, the submission of customer lists, the alarm appeal process and records relating to Alarm Dispatch Requests must be held in confidence by all employees of the Alarm Administrator, City of Molalla and any third-party alarm administrator. Such information is proprietary and is hereby declared confidential and not a public record. Absent special circumstances, such information must not be released to the public or any Person other than a law enforcement agency, third party administrator or the applicable Alarm User, Alarm Installation Company or Alarm Monitoring Company except pursuant to court order or applicable public records law.

8.12.190 Scope of Police duty; Immunities Preserved.

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The issuance of Alarm Registrations does not create a contract between the Police Department and/or the City of Molalla and any Alarm User, Alarm Installation Company or Monitoring Company, nor does it create a duty or obligation, either expressed or implied, on the Police Department to respond to any alarm. Any and all liability and consequential damage resulting from the failure of the Police Department to respond to an Alarm Dispatch Request is hereby disclaimed and full governmental immunity as provided by law is retained. By applying for an Alarm Registration, the Alarm User acknowledges that the Police Department response is influenced by the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, staffing levels, prior response history and administrative actions.



RESOLUTION NUMBER 2018-06

A RESOLUTION OF THE CITY OF MOLALLA, OREGON, DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE SHARING.

WHEREAS, the Legislature of the State of Oregon has provided for the apportionment of certain revenues to the cities of the State of Oregon; and

WHEREAS, such legislation provides that a city, in order to participate in the sharing of those certain revenues, must express an election to receive such funds, which election must be made prior to July 31 of the fiscal year; and

WHEREAS, the City of Molalla desires to receive portion of such funds. ; and

WHEREAS, the City certifies that it published notice and held a public hearing before the Budget Committee on May 2, 2018 giving citizen's opportunity to comment on use of State Revenue Sharing; and

WHEREAS, the City published notice and held a public hearing before the City Council on June 13, 2018 giving citizen's the opportunity to comment on use of Sate Revenue Sharing.

Now, Therefore, the City of Molalla resolves as follows: pursuant to ORS 221.770 does hereby elect to receive its proportionate share of the revenues to be apportioned to the cities by the State of Oregon for the fiscal year 2018-2019.

Section 1. This Resolution shall become effective immediately upon passage by Molalla City Council.

Adopted this 13th day of June, 2018

Mayor, Jimmy Thompson

ATTEST:

Kelly Richardson, CMC, City Recorder



RESOLUTION NUMBER 2018-07

**A RESOLUTION OF THE CITY OF MOLALLA, OREGON,
CERTIFYING ALL REQUIREMENTS TO RECEIVE STATE SHARED
REVENUES HAVE BEEN MET.**

WHEREAS, ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820, and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- 1) Police protection
- 2) Street construction, maintenance, and lighting
- 3) Sanitary sewer
- 4) Storm sewer
- 5) Planning, zoning, and subdivision control
- 6) One or more utility services

and

WHEREAS, city officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760, now, therefore,

Be it resolved, that the City of Molalla hereby certifies that it provides the following four or more municipal services enumerated in Section 1, ORS 221.760:

- 1) Police protection
- 2) Street construction, maintenance, and lighting
- 3) Sanitary sewer
- 4) Storm sewer
- 5) Planning, zoning, and subdivision control
- 6) One or more utility services

Approved by the City of Molalla this 13th day of June, 2018

Mayor, Jimmy Thompson

ATTEST:

Kelly Richardson, CMC, City Recorder



RESOLUTION NUMBER 2018-09

**A RESOLUTION OF THE CITY OF MOLALLA, OREGON,
REPEALING RESOLUTION 2018-01 CREATING A STREET
MAINTENANCE UTILITY USER CHARGE AND METHODOLOGY .**

WHEREAS, on December 13, 2017 at a regular scheduled Council meeting staff was directed to bring back a street maintenance utility charge for approval; and

WHEREAS, at the January 10, 2018 meeting passed an Ordinance for the creation of chapter 12.22 Street Maintenance System; and

WHEREAS, upon completion of both Council had set the fee at \$11.00 dollars with resolution 2018-01; and

WHEREAS, a referendum was filed and Ordinance 2018-02 was defeated at the election of May 15, 2018

Now, Therefore, the City of Molalla resolves as follows:

Section 1. With the defeat of Ordinance 2018-02 at the May 15, 2018 election there is no need for a Street Maintenance User Fee.

Section 2. Therefore Molalla City Council repeals resolution 2018-01 in its entirety.

Section 3. This resolution is effective upon passage.

Adopted this _____ day of _____, 2018

Mayor, Jimmy Thompson

ATTEST:

Kelly Richardson, CMC, City Recorder



RESOLUTION NUMBER 2018-10

RESOLUTION OF THE CITY OF MOLALLA, MOLALLA CITY COUNCIL AUTHORIZING THE TRANSFER OF RE-APPROPRIATED FUNDS WITHIN THE FY 2017/2018 BUDGET

WHEREAS, on June 28, 2017 the City of Molalla budget for FY 2017/2018 was adopted and funds were appropriated by the Molalla City Council; and

WHEREAS, this resolution is prepared pursuant to ORS 294.463; and

WHEREAS, the purpose of the authorized expenditures is to rebalance the FY 2017/2018 operating budget ; and

WHEREAS, the transfers within the Sewer and Water Fund are needed to re-appropriate funds between categories.

NOW, THEREFORE, BE IT RESOLVED:

That the FY 2017/2018 Budget appropriations be revised as follows:

FUND	Organizational Unit or Program	Existing Appropriations	Transfer In	Transfer Out	Revised Appropriations
Sewer Fund :	Sewer	\$655,227	\$15,352		\$670,579
	Sewer Operations	\$336,200	\$83,000		\$419,200
	Sewer Maintenance	\$759,919	\$257,501		\$1,017,420
	Transfers			(\$243,113)	\$655,822
	Contingency			(\$112,740)	\$0
Total Sewer		\$1,751,346	\$355,853	(\$355,853)	\$1,751,346
Water Fund :	Water	\$585,442	\$49,558		\$635,000
	Water Maintenance	\$417,600		(\$49,558)	\$368,042
Total Water		\$1,003,042	\$49,558	(\$49,558)	\$1,003,042

DULY ADOPTED AND EFFECTIVE the 13th day of June, 2018, by a vote of _____ ayes and _____ nays.

Mayor Jimmy Thompson

ATTEST this 13th day of June, 2018:

City Recorder, Kelly Richardson

City Of Molalla

City Council Meeting



Agenda Category: New Business

Subject: Contract Award for the Biosolids Dewatering and Hauling project #18-04

Recommendation: Council Approval

Date of Meeting to be Presented: June 13, 2018

Fiscal Impact: \$2,729,877 (FY 18-19 Sewer \$335,000)

Background:

Attached is the Bid Summary to complete the Biosolids Dewatering and Hauling Project #18-04 in the not to exceed amount of \$2,729,877. The City advertised an Invitation to Bid on April 27, 2018 and May 2, 2018 in the Daily Journal of Commerce. On May 17, 2018, the City received and opened the following three bids:

- River City Environmental \$2,729,877
- American Process Group \$4,468,703
- Merrell Bros. \$7,585,975

The bids were reviewed and River City Environmental was deemed the lowest responsible bidder. A Notice of Intent to Award was issued to all bidders on May 31, 2018 and no protests were received. Staff recommends the following motion be made and approved by City Council.

“Move to award the Biosolids Dewatering and Hauling Project to River City Environmental in the not-to-exceed amount of \$2,729,877 and authorize the City Manager to modify the contract as necessary within the approved budgets for FY 18-19, FY 19-20, FY 20-21, FY 21-22, and FY 22-23.”

SUBMITTED BY: Gerald Fisher, Public Works Director
APPROVED BY: Dan Huff, City Manager



City of Molalla – Administration Office
117 N Molalla Avenue, PO Box 248, Molalla, Oregon 97038
Phone: (503) 829-6855 Fax: (503) 829-3676

CITY OF MOLALLA MEMORANDUM

DATE: June 13, 2018
TO: Mayor and Council
FROM: City Manager
SUBJECT: **School Resource Officer (SRO) Intergovernmental Agreement (IGA) signature authorization**

Included with this memo is an IGA with the Molalla River School District (MRSD) regarding provision of an SRO by the City of Molalla for the District. Council will need to authorize the City Manager to sign the agreement.

Staff has worked consistently with MRSD staff to reach a point where an SRO for the District could be provided. The District has come to the table and committed \$50,000 annually toward funding of the position. The position is identified within the 2018 – 2019 Budget document.

The City Attorney has reviewed the proposed IGA and we believe by signing the IGA, as partners MRSD, we can provide a much needed community service in our schools. Staff expects to work closely with MRSD staff to develop a great program that both agencies can be proud to claim as their own.

Let us know if you have questions or if you need clarification.



Dan Huff
City Manager

INTERGOVERNMENTAL AGREEMENT
Between the City of Molalla and the Molalla River School District

This agreement is entered into this _____ day of _____, 2018, between the City of Molalla (“CITY”), a municipal corporation of the State of Oregon, and the Molalla River School District (DISTRICT”), a political subdivision of the State of Oregon.

RECITALS

WHEREAS, ORS Chapter 190 allows units of local government to enter into agreements for performance of any and all functions and activities which such units have authority to perform; and

WHEREAS, the DISTRICT desires a contractual relationship with the CITY whereby the CITY will be providing certain services through a designated School Resource Officer (SRO) position; and

WHEREAS, the CITY and DISTRICT desire to participate in a working partnership so as to provide a safe and secure learning environment for all students and staff to encourage a positive learning experience at Molalla High School, Molalla Middle School and Molalla Elementary School.

WHEREAS, DISTRICT is in need of special services available through the School Resource Officer Program (these special services are described in Section II and are referred to collectively as the “Services”).

WHEREAS, CITY employs sworn peace officers specially trained, experienced, and competent to provide the Services and CITY is willing to provide Services to DISTRICT on terms and in the manner provided in this AGREEMENT.

WHEREAS, CITY and DISTRICT are joining together in a collaborative effort to provide one (1) School Resource Officer (SRO). The SRO’s primary assignments are to work with the school communities to help provide a safe and secure environment for all.

AGREEMENT

NOW THEREFORE, CITY and DISTRICT agree as follows:

1. TERM

The term of this AGREEMENT shall commence on _____. This AGREEMENT shall expire on June 30, 2020, unless terminated as specified in Section 7.

2. CITY SERVICES

- A. Services – General: CITY will provide ONE (1) full time sworn peace officer from the Molalla Police Department to function as School Resource Officer (SRO). The SRO shall perform services, as an employee of the City of Molalla, under the supervision and control of the Molalla Police Department Chief of Police (Chief) and shall be subject to the rules and regulations of the City. The type and manner of performance of the Services, which are further clarified in Exhibit A, which is attached hereto and incorporated herein, should promote safety in the learning environment. The Services contemplated by this AGREEMENT are to Molalla High School (MHS), Molalla Middle School (MMS), and the Molalla Grade School (MGS).

- B. Services – Mandatory: CITY shall perform the following services:
 - I. Establish and maintain a liaison between DISTRICT personnel, Molalla Police Department personnel, and elements of the juvenile justice system.

 - II. Serve as a resource to DISTRICT employees such as administrators, faculty and security personnel, as well as students and their guardian(s) on law enforcement-related issues including crime prevention and investigations.

- C. Services – Discretionary: City may in the sole discretion of the SRO and/or his/her supervisor, perform the following services:
 - I. Conduct patrol activity in and around the designated campuses.

 - II. Conduct preliminary and follow-up investigations of crimes that occur on or near the designated campuses.

- D. Services – Security: The Services performed by the SRO pursuant to this AGREEMENT are not intended to supplant those provided by existing DISTRICT security personnel. DISTRICT may request security services from CITY pursuant to other provisions of this AGREEMENT.

3. DISTRICT DUTIES

In addition to other duties specified within this AGREEMENT, District shall do the following:

- A. DISTRICT will designate a staff member to serve as liaison to the Molalla Police Department to facilitate communication between DISTRICT personnel and the SRO and coordinate the SRO's activities with DISTRICT activities and events.

- B. DISTRICT personnel shall cooperate with the SRO to facilitate his/her performance of Services pursuant to this AGREEMENT. Each Building Principal will designate a contact person for the school to facilitate communication with the SRO.
- C. DISTRICT shall provide appropriate office space with a desk and telephone for the SRO in order to create a professional and private working environment.

4. OPERATIONAL PROCEDURES

- A. Uniformed Officer: The SRO will perform his/her duties in full police uniform. This uniform will include safety equipment designated for use by sworn field personnel pursuant to Molalla Police Department policies and practice.
- B. Services – Timing: CITY shall, following the school calendar, provide the SRO to DISTRICT with that officer generally serving five (5) days a week and eight (8) hours each day. CITY shall use its best efforts to ensure that the same person provides Services except when he/she is on paid leave or otherwise absent for an extended period of time.
- C. Extra-curricular and special events outside the standard work schedule may be accommodated on a case-by-case basis through the use of adjusted shifts or trade time from non-student contact days, as mutually agreed upon between the CITY and the DISTRICT. If trade time is not available, the DISTRICT may contract for the extra duty to be paid on an overtime basis and as approved by the SRO's supervisor.
- D. Transporting Students- The SRO shall not transport students in the vehicles except:
 - 1) when the students are victims of a crime, under arrest, or some other emergency circumstances exist; or
 - 2) as part of the Department ride-a-long program.
- E. Arrest Procedures involving School Related Crimes-
 - 1) Juveniles under 12: Juveniles under the age of 12 generally will not be subject to transport, as they are not eligible for lodging at the Juvenile Reception Center (JRC). However, the SRO should consider consulting with JRC personnel to explore available resources and options.
 - 2) Juveniles 12 years of age or older: When a SRO has reason to arrest or takes a person 12 years of age or older into custody, he/she should consider the following options:

- a) the SRO may choose the least restrictive course of action which is appropriate under the circumstances, which may include the release of the subject into the custody of a parent, guardian or custodian.
- b) the SRO may consult with the Juvenile Reception Center and arrange for transport and lodging if authorized.

- 3) Students 18 years of age or older are not eligible for services through JRC and will be treated as an adult during the arrest and custody procedures, as per Molalla Police Department Policy.
- 4) The SRO shall contact the student's parent or guardian as soon as practicable after the arrest and advise them of the reason(s) for the arrest.
- 5) Crimes involving students at off-campus locations directly related to school, such as bus stops and students walking to school, the SRO shall coordinated with school officials to determine the appropriate course of action.

5. METHOD OF COMPENSATION

- A. Personnel: CITY is required to maintain one (1) sworn peace officer to provide the Services required by this AGREEMENT.
- B. Funding of Personnel: CITY will provide the officer's base salary, equipment and benefits. DISTRICT will provide fifty-thousand dollars (\$50,000.00) toward the officer's base salary and benefits.
- C. District Payments: DISTRICT shall, each year of this agreement, pay the total owed (\$50,000.00) within thirty (30) days of receipt of an invoice.

6. SPECIAL PROVISIONS

- A. Selection of SRO(s): The Chief of Police will determine those individuals best suited for the assignment and advise the DISTRICT of the eligible candidate(s). The Chief of Police shall consider input from the DISTRICT representative(s) as to the selection of the SRO(s), but the final selection will be at the discretion of the Chief of Police.
- B. Grant Administrative Requirements: The CITY and DISTRICT will be responsible for their own respective grant monies received, if any, associated with this Agreement including all administrative duties and responsibilities. This includes receipt and disbursement of funds, financial reporting and grant management issues.

- C. Evaluation of SRO Program: The CITY will complete an evaluation of the SRO Program on an annual basis. DISTRICT input will be considered as part of this process from the designated DISTRICT liaison.

- D. In a timely manner, the DISTRICT will provide the Chief of Police, or their designee, with a copy of any Public Record created by the DISTRICT which involves, describes, or relates directly to any performance or productivity issues or concerns involving any CITY Police Department employee's work performed under this Agreement.

7. TERMINATIONS

DISTRICT or CITY may terminate this AGREEMENT without cause any time after the Effective Date, by giving a thirty (30) day written notice to the other party. In the event of termination, DISTRICT shall compensate CITY for Services performed to the date of termination. CITY shall continue to provide Services after notified to terminate and during the thirty (30) day notice period unless DISTRICT, in the notice, requests CITY not perform Services. The notice shall be deemed given when personally delivered to the DISTRICT or CITY representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified AGREEMENT.

8. INDEMNIFICATION AND INSURANCE

- A. To the extent permitted by law and within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement. .

- B. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274..

9. ASSIGNMENT

This AGREEMENT may not be assigned or transferred by either Party without the express written consent of the other Party.

10. NOTICE/REPRESENTATIVES

The CITY and DISTRICT have designated the following representatives to receive Notices and act in their agency's behalf in the administration of the AGREEMENT:

CITY: City Manager, City Hall, 117 N Molalla Avenue
Molalla, Oregon, 97038

DISTRICT: Superintendent, Molalla River School District (MRSD), 412 S Swiegle
Molalla, Oregon, 97038

11. GENERAL PROVISIONS

- A. The DISTRICT and CITY are the only parties to this Agreement. Except as otherwise expressly stated in this Agreement, no third-party has any right to enforce any provision of this Agreement, even if the third-party is benefited by it
- B. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
- C. No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.
- D. In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.
- E. Each Party agrees to comply with all local, state and federal ordinances, statutes and laws related to the performance of services under this Agreement.

- F. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- G. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject.
- H. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument

IN WITNESS THEREOF, the Parties have caused this AGREEMENT to be executed:

Dan Huff
City Manager, City of Molalla

Date

Tony Mann
Superintendent, MRSD

Date

EXHIBIT A

SRO Duties, Work Rules & Expectations

General guidance and task supervision are the responsibility of the SRO and the Molalla Police Chief, who will work closely with and in cooperation with the DISTRICT.

1. As sworn Police officers, once SROs are involved in an official investigation of criminal activity, they have the following responsibilities.
 - a. Abide by all federal, state, and local laws and ordinances.
 - b. Report any conflict created by any laws, ordinances, rules, and policies and procedures to the Building Principal and Police Supervisor for resolution.
 - c. Perform a fittingly thorough investigation as indicated by the circumstances and document the interviews of all involved parties as necessary based upon the needs of the investigation.
 - d. Inform the SRO's Supervisor of the investigation.
 - e. Present the case to the District attorney and/or the Juvenile Department for review.
2. The duties and responsibilities of the SRO shall be as defined below and as further clarified by mutual agreement between the CITY and the DISTRICT. Such duties shall include, but not be limited to:
 - a. The SRO will wear the prescribed City uniform of the day with all normal accessories, and equipment including a firearm. The SRO's Supervisor may allow an exception to this rule at their discretion based on investigatory or policing needs.
 - b. SROs should drive a Molalla Police vehicle to their assigned school, subject to accommodation by the CITY.
 - c. Represent the positive image of area law enforcement in the DISTRICT.
 - d. Give classroom presentations on topics of mutual interest to the CITY and the DISTRICT. School officials, teachers, students, or community members may request presentations. The School Principal and the SRO's Supervisor must approve these presentations.
 - e. Provide information and informal counseling to students as requested by school officials subject to policies and regulations of the CITY.
 - f. Establish and maintain a sense of security and order on school campuses by providing a visible presence, deterrence, and responsiveness to criminal activity. The SRO shall not act in the capacity of a private security officer for the DISTRICT.
3. The Building Principal may request the following duties as appropriate, subject to SRO availability, CITY policy and procedure, and applicable laws and guidelines. In the event of a conflict, the SRO Supervisor shall be the determining agent for SRO activities:
 - a. Make appropriate contacts with parents and other community agencies as requested.
 - b. Assist with supervision of after-school activities as requested..
 - c. Conduct motorized patrol of school grounds and nearby streets, and/or direction of traffic at designated points.
 - d. Enforce criminal laws through investigation and arrests.

- e. Adhere to DISTRICT policy when appropriate, unless it is inconsistent with the proper and appropriate police action in a particular situation. Any conflicts must be reported to the SRO's Supervisor. The SRO's Supervisor will notify the DISTRICT.
4. Scheduling of workdays, vacation, and other time off during the school year will be arranged through the CITY in consultation with the DISTRICT.