



**CITY OF MOLALLA  
CITY COUNCIL REGULAR MEETING  
EXECUTIVE SESSION FIRST  
AGENDA**

Council Chambers | Molalla Civic Center - 315 Kennel Avenue - Molalla  
Wednesday | October 9, 2024 | 7:00 PM

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*NOTICE: City Council will hold this meeting in-person and through video Live-Streaming on the City's Facebook Page and YouTube Channel. Written comments may be delivered to City Hall or emailed to [recorder@cityofmolalla.com](mailto:recorder@cityofmolalla.com). Submissions must be received by 12:00 p.m. the day of the meeting.*

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*[This institution is an equal opportunity employer.](#)*

**6:00 PM – EXECUTIVE SESSION OF THE CITY COUNCIL:**

*The Executive Session will begin at 6:00 PM and end prior to the City Council Regular Meeting. Executive Sessions are closed to the public.*

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

(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

**7:00 PM – REGULAR MEETING OF THE CITY COUNCIL**

**1. CALL TO ORDER AND FLAG SALUTE**

**2. ROLL CALL**

**3. CONSENT AGENDA**

- A. Work Session Meeting Minutes – September 25, 2024 Pg. 3
- B. City Council Meeting Minutes – September 25, 2024 Pg. 5

**4. EXECUTIVE SESSION ANNOUNCEMENT**

**5. PRESENTATIONS, PROCLAMATIONS, CEREMONIES**

- A. Police Facility Update (Huff/Dodson) Pg. 8

**6. PUBLIC COMMENT**

*(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 generally engage in dialogue 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.)*

**7. PUBLIC HEARINGS**

- A. Ordinance No. 2024-05: Amending and Clarifying the Time Periods Inoperable Motor Vehicles May Be Stored on Private Property in Molalla Municipal Code (Corthell) Pg. 18

**8. ORDINANCES AND RESOLUTIONS**

- A. Ordinance No. 2024-05: Amending and Clarifying the Time Periods Inoperable Motor Vehicles May Be Stored on Private Property in Molalla Municipal Code (Corthell) Pg. 18
  
- B. Resolution No. 2024-22: Authorizing Sole Source Procurement of Communications Related Goods and Services for the New Molalla Police Facility and Adopting the Findings in the Staff Report. (Corthell/Dodson) Pg. 24

**9. GENERAL BUSINESS**

- A. Intergovernmental Agreement for Judicial Services (Huff) Pg. 29
- B. Clackamas County Debris Management (Huff/Corthell) Pg. 33
- C. Approval of Board Order Approving Solid Waste Management Fee Increases (For Informational Purposes Only) Pg. 36

**10. STAFF COMMUNICATION**

**11. COUNCIL COMMUNICATION**

**12. ADJOURN**



City of Molalla  
City Council – Work Session  
Minutes – September 25, 2024  
Molalla Civic Center | 315 Kennel Ave. | Molalla, OR

**CALL TO ORDER**

The Molalla City Council Work Session of September 25, 2024 was called to order by Mayor Scott Keyser at 6:00pm.

**COUNCIL ATTENDANCE**

Mayor Scott Keyser, Council President Jody Newland, Councilor Leota Childress, Councilor Terry Shankle, Councilor Eric Vermillion, Councilor RaeLynn Botsford, and Councilor Darci Lightner.

**STAFF IN ATTENDANCE**

Dan Huff, City Manager; Assistant City Manager, Mac Corthell; Dan Zinder, Senior Planner; Records Specialist, Crystal Robles.

**DISCUSSION ITEMS**

A. Commercial Overlay Zone – Zone Change Discussion (Zinder)

Dan Zinder, Senior Planner delivered a presentation to the City Council and staff regarding Commercial Overlay Zone- Zone Changes discussion. The presentation was conducted via PowerPoint and is attached to the Meeting Minutes and Work Session Agenda Packet.

Following the presentation, Mayor Scott Keyser inquired whether residents affected by these changes had been notified. Assistant City Manager, Mac Corthell, clarified residents had not yet been informed, as the matter is still under discussion. However, Mr. Corthell emphasized there would be no detriment to property owners. Mr. Zinder added, should an ordinance be drafted, property owners would be contacted promptly.

Mayor Keyser and most Council members shared concern around the potential development of additional apartments in the city with this Zone Change, which may reflect negatively among the community. Mr. Corthell indicated that further research is needed, and consulting the City Attorney would be beneficial for clarification on parameters. He noted that this Work Session is an opportunity to gather questions and concerns. (A small frog briefly interrupted the session 😊)

Council President Jody Newland pointed out two maps included in the presentation: one depicting fewer red parcels and another highlighting more parcels outlined in red. Assistant City Manager, Mac Corthell, informed it was Planning Commission’s recommendation to include more parcels in this potential Zone Change. He stated he agreed with adding more parcels, as an example: smaller lots along HWY 211 currently have limited development opportunities due to their zoning. Mr. Zinder confirmed that minimum and maximum size requirements could be determined as stipulations in future discussion. Councilor Botsford raised concern on numerous lots being undevelopable under current zoning regulations. Mayor Keyser mentioned the ‘taco truck’ lot at the corner of HWY 211 and Hart St. Mr. Corthell reassured him that the parcel was included on the map, likely due to size considerations, and shared that the proposed changes would ultimately benefit existing property owners by allowing for greater zoning flexibility.

The Council reached a consensus to proceed with additional research and to seek answers to current questions surrounding flexibility in zoning, parcel sizes, as well as apartment development details in zone proposal with City Attorney.

[For the complete video account of the Work Session, please go to YouTube “Molalla City Council Work Session – September 25, 2024”](#)

**ADJOURN**

Mayor Keyser adjourned the Work Session at 6:25pm.

\_\_\_\_\_  
Scott Keyser, Mayor

PREPARED BY: \_\_\_\_\_  
Crystal Robles, Records Specialist

ATTEST: \_\_\_\_\_  
Christie Teets, CMC, City Recorder

DRAFT



City of Molalla  
City Council - Regular Meeting  
Minutes – September 25, 2024  
Molalla Civic Center | 315 Kennel Ave. | Molalla, OR

**CALL TO ORDER**

The Molalla City Council Meeting of September 25, 2024 was called to order by Mayor Scott Keyser at 7:00pm.

**COUNCIL ATTENDANCE**

Present: Mayor Scott Keyser, Council President Jody Newland, Councilor Leota Childress, Councilor Terry Shankle, Councilor Eric Vermillion, Councilor RaeLynn Botsford, and Councilor Darci Lightner.

**STAFF IN ATTENDANCE**

Dan Huff, City Manager; Mac Corthell, Assistant City Manager; Bobby Call, Lieutenant MPD; Crystal Robles, Records Specialist.

**APPROVAL OF AGENDA**

Approved as presented.

**CONSENT AGENDA**

- A. City Council Meeting Minutes – September 11, 2024

**ACTION:**

Councilor Botsford moved to approve the Consent Agenda; Councilor Vermillion seconded. Motion passed 7-0.

AYES: Vermillion, Shankle, Childress, Newland, Botsford, Lightner, Keyser.

NAYS: None.

ABSENTIONS: None.

**PRESENTATIONS, PROCLAMATIONS, CEREMONIES**

None.

**PUBLIC COMMENT**

**Doug Gilmer, City Council Candidate:** Doug Gilmer began by thanking the audience for the opportunity to speak, introducing himself as a candidate for City Council. He shared the news of his full endorsement from Clackamas County Commissioner Chair Tootie Smith and expressed his pride in being a lifelong resident of Molalla. He recalled significant challenges, like the 2020 Fires just as he remembered the Timber Bomb and its downfall in the 1980's and 1990's due to the Spotted Owl. He emphasized his deep connection to the community during both good and difficult times. Witnessing young and seasoned community members come together to overcome great challenges time and time again. Gilmer is committed to preserving Molalla's small-town values and highlighted his experience in volunteering, serving on boards, and building relationships with community leaders and residents. He pledged to be a collaborative and responsive council member with a vision for Molalla that includes: improving infrastructure, fostering small business growth, enhancing public services and promoting events that highlight this city. He believes in listening to the community while working addressing important community concerns by making thoughtful decisions based on facts and values. Mr. Gilmer stressed the importance of listening to residents and has a goal of ensuring Molalla continues to thrive. He further noted he was eager to work together to make Molalla an even better place to live, work, and raise families. He concluded by thanking everyone for their time and consideration and looks forward to contributing to Molalla, expressing his passion and commitment to serving and his eagerness to contribute to the City's future.

**Amy Williams, Mayoral Candidate:** reintroduced herself as a candidate for Mayor of Molalla. She shared her journey of moving to Molalla in 2020 but emphasized her deep connection to the community, which began in 2009 when she served on the Molalla Buckeroo Rodeo Court. Ms. Williams highlighted her extensive community service experience, which she balanced while working full-time as a medical assistant and earning a degree in Human Development and Family Science from Oregon State University...GO Beaves! She discussed her involvement in local organizations in addition to her previous work as a case manager and adult protective services worker, where she gained valuable insights into safeguarding seniors and individuals with disabilities. She shared her experience as a small business owner and her family background in farming. As a working mother,

Williams expressed confidence in her ability to balance family and public service, noting working mothers bring valuable perspectives and strength to our community. She emphasized her commitment to supporting small businesses, promoting community activities, and ensuring a bright future for Molalla, while bringing passion and progress to the role of mayor. She expressed gratitude for raising her child in Molalla, a community that provides a safe environment and enriching activities, including the local library and park. Williams concluded by stating that she would be honored to serve as mayor, pledging to strengthen community ties and work toward a bright future for all residents. She conveyed her passion for maintaining the small-town charm of Molalla while driving continued progress.

### PUBLIC HEARINGS

None.

### ORDINANCES AND RESOLUTIONS

None.

### GENERAL BUSINESS

#### A. CCPOA Sergeant Contract (Long)

City Manager Huff began by noting that the CCPOA Contract was originally scheduled for discussion at the Council Meeting on September 11, 2024 but was presented at tonight's meeting. Although Chief Long was absent, Lieutenant Bobby Call was present to address any questions regarding the contract, sergeants, and/or the differences between sergeants and police officers.

Mr. Huff explained that a recent change in state law now allows sergeants to unionize, which was not the case previously. Molalla Police Department Sergeants are now Unionized under the same Union as Police Officers, however in a different unit. The contract was anticipated and budgeted for; negotiations did not begin until August 2024, missing the July 1<sup>st</sup> Budget deadline. Nevertheless, the anticipated funding was close to the adopted budget. Mr. Huff informed the Mayor and Council that the contract needs to be ratified and direction given for the the City Manager to CCPOA Contract.

Councilor Botsford asked about the difference between a Sergeant and a Police Officer? Lt. Call explained Sergeants hold a first-line supervisor role, often the first to respond when a citizen requests a supervisor on the scene. They command higher-profile incidents and receive additional training and certifications. Additionally, sergeants assume direct supervisory responsibilities over patrol officers. Further answering Molalla currently has four sergeants, who handle administrative tasks, scheduling, and patrol work. Adding the city maintains a fair ratio of sergeants to patrol officers, with no plans to add more sergeants under the current staffing. City Manager Huff added Sergeants also cover shifts and extended absences. Lt. Call confirmed that the sergeants are satisfied with the new contract. in response to a question from Councilor Childress.

Mr. Huff added to Councilor Childress's question by confirming there was no discord with the Police Association, and only minor contract adjustments were made to mirror in alignment with what officers have received previously.

#### ACTION:

Councilor Vermillion moved to approve the CCPOA Sergeant Contract; Councilor President Newland seconded. Motion passed 7-0.

AYES: Vermillion, Shankle, Childress, Newland, Botsford, Lightner, Keyser.

NAYS: None.

ABSENTIONS: None.

#### B. Library Director Report (Hadley)

Mr. Huff directed Council to Library Director Hadley's report that was provided in the packet, for Mayor and Council review. Councilor Botsford mentioned it was an important Report as a new D&D (Dungeons and Dragons) Group was started at the Library. Short discussion was had further expanding on what D&D stood for. 😊

### STAFF COMMUNICATION

- **Lt. Bobby Call** was excited to be back in Council Chambers, happy to see everyone. He is excited about the MPD ground breaking and seeing the progress.
- **Records Specialist Crystal Robles:** No Report

- **Assistant City Manager Mac Corthell:** Apologized he did not have the quarterly report ready but promised to present it at the next council meeting. He explained he had been managing double duties as the wastewater treatment project was at a peak in administrative work, particularly around contract timing. He mentioned that Section Street, Ona Way, and the Library parking lot had all been repaved, with striping still pending due to weather conditions, on hold until there are a few drier days. He provided an update on the cross-section at Hwy. 211 in front of 1000 W. Main, which is beginning to take shape with sidewalk installations. Regarding the Wastewater Treatment Project, Mr. Corthell noted there were no significant updates, but the project is progressing appropriately. A groundbreaking is expected sometime in mid to late October, with a pre-construction conference planned for more details. Early work, such as erosion control and fencing to protect wetlands, is anticipated to begin in the next week or two.
  - **Mayor's Comment:** Expressed delight with the repaving of Section Street, sharing residents had given positive feedback. He was pleased that large trucks would no longer have to navigate potholes, and homes would no longer shake from the vibrations.
- **City Manager's Closing:** The City Manager thanked everyone and acknowledged his appreciation for his staff, especially when he is on vacation (does not occur often); sharing a humorous photo of Assistant City Manager Corthell having fun in his office while he was away, which prompted laughter and enjoyment from City Council and staff.

### COUNCIL COMMUNICATION

- **Councilor Lightner:** No report.
- **Councilor Botsford:** Reported the last Chamber meeting had 27 attendees, one of the largest she's seen, which she attributed in part to Office Manager Jill and her dedicated efforts. She highlighted several upcoming events, including the "Fourth Friday" event, where local downtown businesses will offer babysitting services alongside a scavenger hunt called "The Harvest". Botsford reminded viewers next month the Downtown Trick-or-Treating event is coming up.
- **Councilor Vermillion:** Announced Operation Santa Open House Pancake Breakfast will take place on November 16<sup>th</sup> at 8 AM at the Molalla Fire Station. Further details can be found on their website.
- **Councilor Shankle:** Provided an update on the swimming pool, which was originally scheduled to open on October 1<sup>st</sup>, unfortunately the new opening date is October 6<sup>th</sup>, due to delays in plastering.
- **Councilor Childress:** No report.
- **Council President Newland:** Announced Fall Sign Class for the Parks CPC is scheduled for Saturday, September 28<sup>th</sup>, from 2-4 PM at the Molalla Library. Registration is still open, and participants can choose to create either a pumpkin or candy corn sign for \$35. She shared another Krispy Kreme donut fundraiser is set for October 12<sup>th</sup> from 9AM to noon (or until sold out), encouraging pre-orders to avoid disappointment after the success of the last event.
- **Mayor Scott Keyser:** Reminded everyone the Moose Lodge Car Show taking place this Saturday from 8 AM to 3 PM at Heckard Field, which continues to grow each year. He mentioned that he would be assisting the DJ at the event.

### RECESS INTO EXECUTIVE SESSION

Mayor Keyser made an announcement that City Council will be returning to Executive Session held pursuant to Oregon Public Record Law, ORS 192.660(2): (e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions. Recessed at 7:25 PM for an Executive Session.

### RECONVENE REGULAR SESSION

Mayor Keyser reconvened Regular Session at 8:09pm and announced that no decisions were made during Executive Session.

### ADJOURN

Mayor Keyser adjourned the City Council meeting at 8:10pm.

[For the complete video account of the City Council Meeting, please go to YouTube  
"Molalla City Council Meetings – September 25, 2024"](#)

\_\_\_\_\_  
Scott Keyser, Mayor

PREPARED BY:

ATTEST:

\_\_\_\_\_  
Crystal Robles, Records Specialist

\_\_\_\_\_  
Christie Teets, CMC, City Recorder



# City of Molalla- New Police Facility

## CITY COUNCIL REPORT

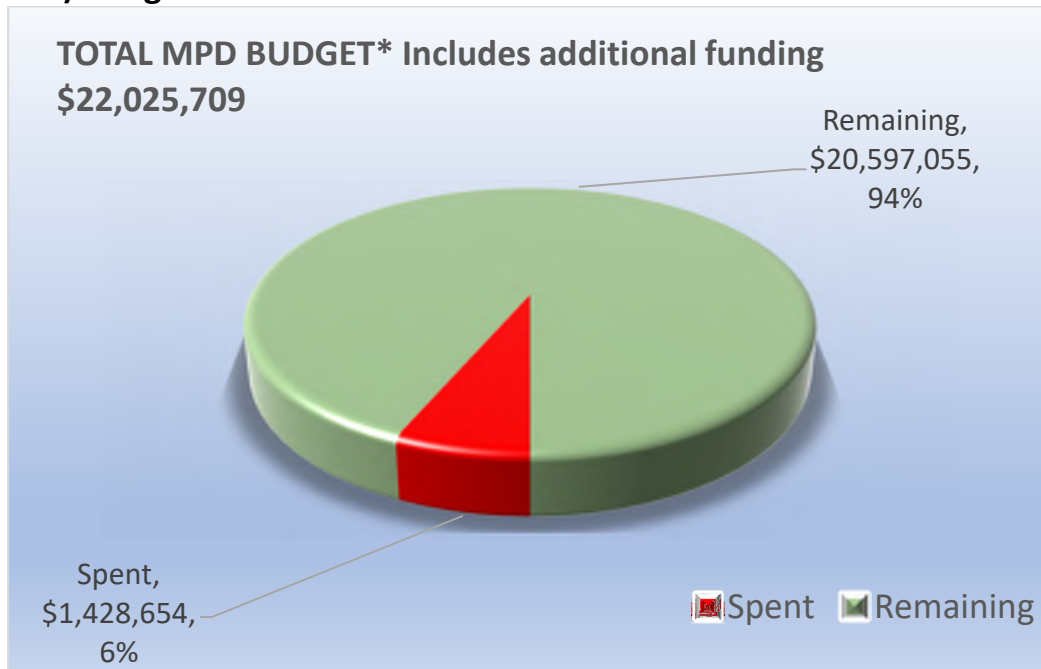
**DATE:** October 9, 2024

**REPORT:** City Council Update on New Police Facility

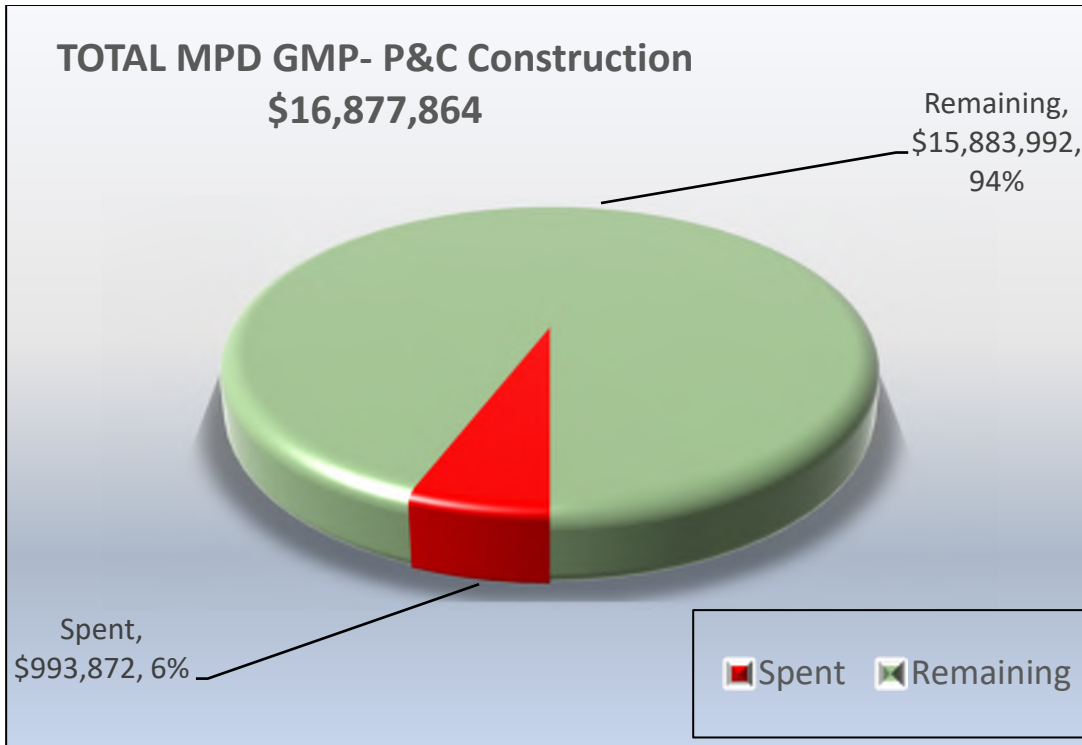
**PREPARED BY:** Joshua Dodson, Owner's Rep./Project Manager

- ❑ **1) Project Vitals:** 1.6-acre site, 17,832 SF single story new police facility located at old bowling alley property off 150 Grange Ave., project funded by \$16M bond plus other funding, Construction GMP contract is \$16,877,864, Project Budget is projected at \$22,025,709, construction complete by December 2025.
  
- ❑ **2) Project Team:** City of Molalla and Police Department, Joshua Dodson Owner's Rep., Mackenzie Architects, P&C Construction, NV5 for geotechnical and hazmat services, Elevate Cx for building commissioning services, Intertek/PSI for Special Inspections

❑ **3) Budget Status:**







**❑ 4) Scope/Design Updates:**

a) Design Update from Mackenzie- Design progresses from Programming-SD-DD-CD-CA phases, we currently completed the CD phase or Construction Document phase and have now entered construction where we are managing Construction Administration by attending OAC (Owner-Architect-Contractor) meetings and answering questions during construction with our design experts. Mackenzie will be in this phase until the project is complete December 2025. So far there have been no design surprises that have caused impacts to the project. The county is close to issuing a building permit and the city has been excellent to work with on plan reviews.

**❑ 5) Time:**

a) Schedule milestones: Q2 '24 Early Procurement Package-DONE, Summer/Fall '24 Site grading, utilities and foundation work- IN PROGRESS, Q4 '24 main building construction start, Q4 '25 project completion

❑ **6) Construction Updates:**

- a) Construction Updates from P&C Construction- Full GMP contract has been signed and most subcontracts have been reviewed and letters of authorization have gone out. Site grading and utilities have been installed with many tons of crushed rock placed across the site. The building concrete footings and masonry walls have been laid and concrete stem walls set in place. County has issued a building permit that will allow us to continue constructing the structure upward. Project is getting ready to pour concrete slabs. Weekly site meetings take place in the job trailer on site and a project site camera has been installed for public viewership. The construction continues to go well with all parties working as a collaborative team.

❑ **7) Interesting Things/Challenges:**

- a) Celebration- Final GMP successfully contracted under projections!
- b) Project camera available on Molalla Current Police Department Page for real-time viewing
- c) Dewatering the site- known high water table
- d) Final Building permits are next

❑ **8) Pictures:**



*Figure 1- project grease interceptor tank system*



*Figure 2- Project Team site walk post OAC meeting*



*Figure 3- P&C work crew laying CMU walls*



*Figure 4- Team reviewing sample CMU block material*



*Figure 5- Building foundation footings complete*



*Figure 6- Successful groundbreaking ceremony*





Figure 7- Team reviewing site conditions

**END OF REPORT**

The Five Behaviors of a Cohesive Team

Patrick Lencioni





## CITY OF MOLALLA

117 N. Molalla Avenue  
PO Box 248  
Molalla, OR 97038

### Staff Report

### Agenda Category: Ordinances & Resolutions

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**Agenda Date: October 9, 2024**

**From: Mac Corthell, Assistant City Manager**  
**Approved by: Dan Huff, City Manager**

**SUBJECT:** Ordinance No. 2024-05: Clarifying and Reconciling Municipal Code provisions on storage of inoperable vehicles.

**FISCAL IMPACT:** N/A.

**RECOMMENDATION/RECOMMEND MOTION:** Adopt.

1. I move the City of Molalla to conduct the first reading of Ordinance No. 2024-05 by title only.

#### IF UNANIMOUS

2. I move the City of Molalla to conduct the second reading and adoption of Ordinance No. 2024-05 clarifying the time periods inoperable motor vehicles may be stored on private property.

**BACKGROUND:**

Both MMC 8.05.040 and MMC 10.72.010 contained provisions relating to storage of inoperable (junk) vehicles on private property. Those provisions provided two different standards: 1) No more than 90 days in a 12-month period, and 2) no more than 10 calendar days.

The 90-day provision was impossible to track at current staffing levels and would likely be very difficult to track without several additional staff in code compliance. The 10-day provision, while trackable by staff, seemed too restrictive. Finally, the combination of the two made it very difficult for the community to understand expectations.

Given these concerns, Council held a work study session on the topic, and the proposed ordinance was hatched. The proposal eliminates the two standards in favor of a single standard that provides a 30-day time limit.



**ORDINANCE NO. 2024-05**

**AN ORDINANCE OF THE CITY OF MOLALLA, OREGON.  
AMENDING AND CLARIFYING THE TIME PERIODS INOPERABLE  
MOTOR VEHICLES MAY BE STORED ON PRIVATE PROPERTY  
IN MOLALLA MUNICIPAL CODE**

**WHEREAS**, in order to protect the public health and safety, the City of Molalla regulates various nuisance related activities, including the storage of inoperable vehicles on private property; and,

**WHEREAS**, the Molalla Municipal Code currently regulates the storage of inoperable vehicles in two separate code sections, 10.72.010 and 8.05.040(E)(1); and,

**WHEREAS**, the time limitations and exceptions in these two code sections could be interpreted as being inconsistent; and,

**WHEREAS**, the City Council desires to clarify any such ambiguities by amending these code sections; and,

**WHEREAS**, proposed additions are represented by underlined text, proposed removals are represented by ~~strikethrough text~~, and portions with no proposed change are represented by standard text with no underline or strikethrough.

**Now, Therefore, the City of Molalla ordains:**

**Section 1.** Subsection 8.05.040(E) of the Molalla Municipal Code is hereby amended to read as follows:

- E. Open Storage of Junk. No owner, tenant, person in possession, or person in charge of or having the care of any real property, may park, deposit, store, maintain, ~~or~~ keep, leave, or permit the parking, depositing, storing, maintaining, keeping, or leaving on any real property within the City, (outside a ~~site-obscuring enclosure~~, building or garbage receptacle) any of the following:
1. Inoperable motor vehicles, unusable or partially dismantled automobiles, cars, trucks, trailers and other vehicular equipment or parts thereof, in a state of disrepair for more than 30 calendar days as to any one automobile, car, truck, trailer or piece of vehicular equipment. Except that this paragraph does not apply to a duly licensed recycling facility, automobile wrecking business, business offering new or used vehicles for sale, or a business offering

vehicle repair services so long as all vehicles, automobiles, trailers, or parts thereof are stored inside of a site obscuring enclosure.

2. Used or dismantled household appliances, furniture or parts thereof, or discards, garbage, debris, rubbish, junk, trash or refuse for more than five days. Except that this paragraph does not apply to a duly licensed recycling facility or solid waste transfer facility so long as the contents are stored in a site obscuring enclosure.
3. This section does not apply to ~~junk kept in a duly licensed recycling facility or automobile wrecking business, or to a business offering new or used vehicles for sale or offering vehicle repair service, or to~~ those materials reasonably necessary during a reasonable time on construction sites.
4. For purposes of this section "inoperable motor vehicle" is given the definition set forth in Molalla Municipal Code Subsection 10.08.170 "Vehicle, inoperable."

**Section 2.** Subsection 10.72.010 of the Molalla Municipal Code is hereby removed from the Molalla Municipal Code in its entirety as follows:

~~**10.72.010 Unlawful storage of inoperable vehicles on private property — Designated Time Limits**~~

- ~~**A. — Prohibition and Time Limits.** Except as provided in this section, it shall be unlawful for any person to park, store, maintain, or leave, or permit the parking, storing, maintaining or leaving, of any inoperable motor vehicle on private property for a period of time in excess of 90 days within any 12-month period. This section applies equally to owners, tenants in possession, and persons in charge of or having the care of any real property where the inoperable motor vehicle is located, and without regard to the actual ownership of the vehicle.~~
- ~~**B. — Definitions.** For purposes of this section an "inoperable motor vehicle" is defined as any vehicle which is unregistered or unlicensed, or in a wrecked, abandoned and/or junked condition, or which cannot be moved without being repaired or dismantled, or which is no longer safely useable for the purposes for which it was manufactured. The term "inoperable motor vehicle" includes major parts of vehicles, including, but not limited to, bodies, panels, fenders, engines, running gear and transmissions.~~
- ~~**C. — Exceptions.** The prohibitions of this section shall not apply to an inoperable motor vehicle which is not visible from any public street, alley, sidewalk, or other public property. This section shall not apply to any motor vehicles kept on the premises of a lawfully operating business and which is engaged in wrecking, junking, or repairing vehicles.~~

~~D. Declaration of Nuisance. The accumulation of one or more such inoperable motor vehicles on private property beyond the 90-day time limit shall constitute rubbish, unsightly debris, and a nuisance, detrimental to the health, safety, and welfare of the inhabitants of the City, and may be abated under the nuisance provisions of this Code. It shall be the duty of the registered owner of any such vehicle, and it shall be the duty of the owner of the private property or the tenant or other person in possession or in charge of the private property upon which the subject vehicle is located, to abate the nuisance or to move the vehicle to such a location where it is not visible from any public street, alley, sidewalk, or other public property, before the expiration of the 90-day time limit.~~

~~E. Enforcement. Prior to enforcing the provisions of this section the City shall attempt to discover the owner of the vehicle and the owner, tenant or person in charge of the property where the condition exists, and give written notice to said persons of the violation. Notice shall be given by personal service or by certified mail, or, if such persons cannot be found, a notice shall be conspicuously placed on the vehicle or posted on the property. The failure of such persons to actually receive notice shall not preclude the City from enforcing the provisions of this section. The notice shall describe the violation and direct such persons within 10 days to abate the nuisance or to move the vehicle to such a location where it is not visible from any public street, alley, sidewalk, or other public property. The notice shall also state that the failure to comply may result in charges being filed in Municipal Court for a City code violation or in the City abating the nuisance and liening the property for the cost of abatement. If the nuisance is not abated within 10 days of mailing or personal service of the notice, the City may proceed with enforcement action.~~

**Section 3. Effective Date.** This Ordinance shall take effect 30 days after enactment.

The First Reading was held on October 9, 2024 and received a vote of \_\_\_\_ Ayes and \_\_\_\_ Nays by City Council.

The Second Reading was held on \_\_\_\_\_ and adopted by City Council on \_\_\_\_\_.

Signed this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Scott Keyser, Mayor

ATTEST:

\_\_\_\_\_  
Christie Teets, CMC  
City Recorder



**ORDINANCE NO. 2024-05**

**AN ORDINANCE OF THE CITY OF MOLALLA, OREGON.  
AMENDING AND CLARIFYING THE TIME PERIODS INOPERABLE  
MOTOR VEHICLES MAY BE STORED ON PRIVATE PROPERTY  
IN MOLALLA MUNICIPAL CODE**

**WHEREAS**, in order to protect public health and safety, the City of Molalla regulates various nuisance related activities, including the storage of inoperable vehicles on private property; and,

**WHEREAS**, Molalla Municipal Code currently regulates the storage of inoperable vehicles in two separate sections; Title 10, Vehicles and Traffic, Chapter 10.72.010 and Title 8, Health and Safety, Nuisance Abatement, Chapter 8.05.040(E)(1); and,

**WHEREAS**, the time limitations and exceptions in these two Code sections could be interpreted as being inconsistent; and,

**WHEREAS**, the City Council desires to clarify any such ambiguities by amending these Code sections.

**Now, Therefore, the City of Molalla ordains:**

**Section 1.** Subsection 8.05.040(E) of the Molalla Municipal Code is hereby amended to read as follows:

- E. Open Storage of Junk. No owner, tenant, person in possession, or person in charge of or having the care of any real property, may park, deposit, store, maintain, keep, leave, or permit the parking, depositing, storing, maintaining, keeping, or leaving on any real property within the City, (outside a building or garbage receptacle) any of the following:
  - 1. Inoperable motor vehicles, unusable or partially dismantled automobiles, cars, trucks, trailers and other vehicular equipment or parts thereof, in a state of disrepair for more than 30 calendar days as to any one automobile, car, truck, trailer or piece of vehicular equipment. Except that this paragraph does not apply to a duly licensed recycling facility, automobile wrecking business, business offering new or used vehicles for sale, or a business offering vehicle repair services so long as all vehicles, automobiles, trailers, or parts thereof are stored inside of a site obscuring enclosure.

2. Used or dismantled household appliances, furniture or parts thereof, or discards, garbage, debris, rubbish, junk, trash or refuse for more than five days. Except that this paragraph does not apply to a duly licensed recycling facility or solid waste transfer facility so long as the contents are stored in a site obscuring enclosure.
3. This section does not apply to those materials reasonably necessary during a reasonable time on construction sites.
4. For purposes of this section "inoperable motor vehicle" is given the definition set forth in Molalla Municipal Code Subsection 10.08.170 "Vehicle, inoperable."

**Section 2.** Chapter 10.72.010, Unlawful storage of inoperable vehicles on private property – Designated time limits, is hereby removed from the Molalla Municipal Code in its entirety.

**Section 3. Effective Date.** This Ordinance shall take effect 30 days after enactment.

The First Reading was held on October 9, 2024 and received a vote of \_\_\_\_\_ Ayes and \_\_\_\_\_ Nays by City Council.

The Second Reading was held on \_\_\_\_\_ and adopted by City Council on \_\_\_\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Scott Keyser, Mayor

ATTEST:  
  
\_\_\_\_\_  
Christie Teets, CMC  
City Recorder



## CITY OF MOLALLA

117 N. Molalla Avenue  
PO Box 248  
Molalla, OR 97038

### Staff Report

### Agenda Category: Ordinances & Resolutions

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**Agenda Date: October 9, 2024**

**From: Mac Corthell, Assistant City Manager**  
**Approved by: Dan Huff, City Manager**

**SUBJECT:** Sole Source Procurement – Molalla PD Facility – Day Wireless Systems

**FISCAL IMPACT:** Contract value estimated at approximately \$200,000

**RECOMMENDATION/RECOMMEND MOTION:** Approve/I move the Molalla City Council to adopt Resolution No. 2024-22, Authorizing Sole Source Procurement of communications related goods and services for the new Molalla Police Facility from Day Wireless Systems and adopting the findings in the staff report.

**BACKGROUND:** The Emergency Responder Radio Communication System (ERRCS) is a critical component of the City's Police Station Communications infrastructure. The ERRCS ensures that all emergency responder radio signals are carried throughout the interior of the building and are compatible with the City's emergency response equipment.

The new Police Facility requires a single end-to-end contractor to design, provide, install, and regularly maintain ERRCS infrastructure and equipment to ensure compatibility with existing radio equipment and ensure long-term serviceability of these systems. The procurement includes the ERRCS, the dispatch intercom broadcast system, the cellular booster system, and an on-call service agreement to help ensure police communication systems maintain functionality while in-service, and operate appropriately in the new Police facility.

The prospective contractor will need to meet the project requirements of 1) providing complete design services for the scope of work, 2) providing complete installation services for the scope of work, 3) being an authorized supplier and maintenance provider of Motorola radio equipment, and 4) having offices local to Molalla, Oregon for immediate service response times.

City Staff is requesting City Council authorization to utilize sole source procurement in the purchase of design, install, and maintenance services of an Emergency Responder Radio Communication System, Dispatch Intercom Broadcast System, and Cellular Booster subject to the laws, rules, and findings below.



## CRITERIA & FINDINGS

1. Resolution 2023-02, Section 1, Paragraph 6, Sole-source procurements.
  - a. 6.1. Pursuant to ORS 279B.075(1), the City Manager is authorized to declare in writing certain goods and services to be available from only one source.

*Analysis & Finding:* The City Manager hereby declares the communications related goods and services for the new Police Facility to be available only from Day Wireless Systems. This criterion is met.

- b. 6.2. The determination of a sole-source must be based on findings required by ORS 279B.075(2), and otherwise be processed in accordance with OAR 137-047-0275.

*Analysis & Finding:* The City Manager's determination was based on the applicable criteria (see below). This criterion is met.

2. ORS 279B.075(2) The determination of a sole source must be based on written findings that may include:
  - a. That the efficient utilization of existing goods requires acquiring compatible goods or services;

*Analysis & Finding:* Day Wireless Systems is a certified Motorola radio equipment dealer and maintainer. The City of Molalla Police Department utilizes Motorola radio equipment, and all new equipment must be compatible with the existing radio equipment to avoid costly changes. The provider must also be authorized to service Motorola equipment to ensure critical communications are not impacted. This criterion is met.

- b. That the goods or services required to exchange software or data with other public or private agencies are available from only one source;

*Analysis & Finding:* This criterion is not applicable.

- c. That the goods or services are for use in a pilot or an experimental project; or

*Analysis & Finding:* This criterion is not applicable.

- d. Other findings that support the conclusion that the goods or services are available from only one source.

*Analysis & Finding:* Qualifications based research on the state's procurement platform, OregonBuys, and further market research into prospective contractors that can fully perform this scope of work returns the limited list in this table:

Prospective Contractor	Complete Design Services for ERRCS/ Intercom/ Cellular Booster	Complete Install Services for ERRCS/ Intercom/ Cellular Booster	Motorola Equipment Maintenance	Offices Located in Oregon
ADCOMM Engineering, LLC	X			X
Berk-Tel	X	X	X	
CSI Telecommunications, Inc.	X			
Day Wireless Systems	X	X	X	X
In-Building Wireless Solutions	X			
RFC Communications	X	X		
Slke Communications			X	X
Televate, LLC	X	X		

*Only Day Wireless Systems meets the project requirements of 1) providing complete design services for the scope of work, 2) providing complete installation services for the scope of work, 3) being an authorized supplier and maintenance provider of Motorola radio equipment, and 4) having offices local to Molalla, Oregon for immediate service response times. This criterion is met.*

3. OAR 137-047-0275 Sole Source Procurements

- a. Generally. A Contracting Agency may Award a Contract without competition as a sole-source procurement pursuant to the requirements of ORS 279B.075 (Sole-source procurements).

*Analysis & Finding:* The requirements of ORS 279B.075 have been met with analysis and findings provided in paragraph number 2 of this Staff Report. This criterion is met.

- b. Public Notice. If, but for the Contracting Agency’s determination that it may enter into a Contract as a sole-source, a Contracting Agency would be required to select a Contractor using source selection methods set forth in either ORS 279B.055 (Competitive sealed bidding) or 279B.060 (Competitive sealed proposals), a Contracting Agency shall give public notice of the Contract Review Authority’s determination that the Goods or Services or class of Goods or Services are available from only one source. The Contracting Agency shall publish such notice in a manner similar to public notice of competitive sealed Bids under 279B.055 (Competitive sealed bidding)(4) and OAR 137-047-0300 (Public Notice of Solicitation Documents). The public notice shall describe the Goods or Services to be acquired by a sole-source Procurement, identify the prospective Contractor and include the date, time and place that protests are due. The Contracting Agency shall give Affected Persons at least seven (7) days from the date of the notice of the determination that the Goods or Services are available from only one source to protest the sole source determination.

*Analysis & Finding:* One time publication in a newspaper of general circulation in the area where the contract is to be performed meets the publication requirements of ORS 279B.055, ORS 279B.060, and OAR 137-047-0275. Publication of this sole source procurement shall be made in the Molalla Pioneer if

the procurement is approved by the local contracting board. This criterion will be met if the sole-source procurement is approved.

- c. Protest. An Affected Person may protest the Contract Review Authority's determination that the Goods or Services or class of Goods or Services are available from only one source in accordance with OAR 137-047-0710 (Protests and Judicial Review of Sole-Source Procurements).

*Analysis & Finding:* The protest period will proceed for 7-days from the date of publication noticing the sole-source procurement if approved by the local contracting board (City Council). This criterion will be met if the sole-source procurement is approved.



**RESOLUTION NO. 2024-22**

**A RESOLUTION OF THE CITY OF MOLALLA, OREGON  
AUTHORIZING SOLE-SOURCE PROCUREMENT OF COMMUNICATIONS  
RELATED GOODS AND SERVICES FOR THE NEW MOLALLA POLICE FACILITY  
AND ADOPTING THE FINDINGS IN THE STAFF REPORT.**

**WHEREAS,** The local contracting board for the City of Molalla is the Molalla City Council; and

**WHEREAS,** Molalla Resolution number 2023-02 authorizes the City Manager to declare a sole-source in writing subject to findings, notice, and protest provisions of ORS 279B.075(2) and OAR 137-047-0275; and

**WHEREAS,** All required findings have been made and are included in the staff report for adoption; and

**WHEREAS,** The required notice and protest period will be completed upon approval of the sole-source procurement by the Molalla City Council.

**Now, Therefore, the City of Molalla Resolves:**

**Section 1.** The Sole Source procurement is authorized for design, installation, and ongoing service of the City's Emergency Responder Radio Communications System, Dispatch Intercom Broadcast System, and Cellular Booster System.

**Section 2.** The findings in the staff report are hereby adopted.

**Section 3.** Effective Date. This Resolution shall be effective upon adoption.

Signed this 9th day of OCTOBER 2024.

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Scott Keyser, Mayor

ATTEST:

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Christie Teets, CMC  
City Recorder



## CITY OF MOLALLA

117 N. Molalla Avenue  
PO Box 248  
Molalla, OR 97038

### Staff Report

### Agenda Category: General Business

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**Agenda Date:** October 9, 2024

**From:** Dan Huff, City Manager  
**Approved by:** Dan Huff, City Manager

**SUBJECT:** Intergovernmental Agreement (IGA) for Judicial Services

**FISCAL IMPACT:**

**RECOMMENDATION/RECOMMEND MOTION:** I move to authorize the City Manager to execute the IGA for Judicial Services with City of Mt. Angel.

**BACKGROUND:**

The City has an opportunity to enter into an agreement for Judicial Services with Mt. Angel. Judge Heil would be shared between the Municipal Courts.

**INTERGOVERNMENTAL AGREEMENT  
FOR JUDICIAL SERVICES**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) for judicial Services (“Services”) is made and entered into by and between the Cities of the City of Molalla, and the City of Mt. Angel (collectively, the “Parties”).

**RECITALS**

**WHEREAS**, each of the parties to this IGA operates a municipal court and has need for the services of a judge;

**WHEREAS**, Lucy Heil, a qualified attorney who works at Lucy Heil Law (“Attorney”) is qualified to serve as a judge for each of the Parties’ municipal court; and

**WHEREAS**, by the authority granted in Oregon Revised Statutes (ORS) 190.010 *et seq.*, and applicable local law, local government agencies may enter into cooperative agreements with other units of local government on terms and conditions mutually agreeable to the contracting parties; and

**WHEREAS**, ORS 221.355 expressly permits cities to enter into intergovernmental agreements for one city to provide judicial services to another city; and

**WHEREAS**, Molalla agrees to provide judicial services to the other cities that are a party to this IGA.

**NOW, THEREFORE**, the Parties agree as follows:

**AGREEMENT**

**1. Term.** The term of this IGA shall be effective as to each city as of the date Attorney first performed judicial services for the respective city and shall remain in effect indefinitely until terminated as described below.

**2. Termination.** Any Party to this IGA may terminate its participation in this IGA at any time by providing notice in writing to the other Parties and to Attorney. If one Party terminates its participation in this IGA, it will not affect the rights and obligations of the other Parties to this IGA. To the extent Attorney no longer serves as municipal judge for any particular Party, this IGA automatically terminates as to that Party. If the Party providing judicial services to the other Parties under this IGA terminates its participation, one of the remaining parties that has had Attorney serving as its municipal court judge shall become the Party providing services under this IGA and take on all rights and responsibilities of the terminating Party.

**3. Parties.** The initial parties to this IGA are the cities of Molalla and Mt. Angel. However, any other jurisdiction in the state of Oregon may join this IGA by providing notice to

the current Parties of their intent to join this IGA and by selecting Attorney as their municipal judge or municipal court judge pro tem. The Parties, including future participants in this IGA, hereby waive any objection to any new jurisdiction becoming a Party to this IGA. The sole remedy should a Party object to a new jurisdiction participating in this IGA is for the objecting Party to terminate its participation in this IGA, as described in Paragraph 2 above. Attorney shall, at all times, maintain a comprehensive list of all parties to this IGA.

**4. Services.** Molalla agrees to provide judicial services to the other Parties to this IGA on the terms and conditions contained herein. Each Party shall remain entirely responsible for running its own municipal court, including, but not limited to, being responsible for court dockets, notices, jury selection and management, maintaining records and entering into separate agreements with Attorney, any pro tem judges, and any prosecuting or defense attorneys regarding the services to be provided and compensation for those services to that particular Party. In accordance with ORS 221.355, all fines, costs and forfeited security deposits collected shall be paid to the prosecuting Party. Except as provided below, each Party shall be responsible for defending against any and all claims, actions and demands related to the activities of its respective municipal court. To the extent a claim, action or demand is brought against the Party providing judicial services under this IGA for the acts or omissions of another Party's municipal court, including the acts or omissions of Attorney, the Party whose municipal court's acts or omissions are in question shall defend and indemnify the Party providing services under this IGA for such claim, action or demand.

**5. Relationship and Authority.** No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

**6. Other Agreements.** This IGA shall have no effect on any other agreements, written or oral, currently in place.

**7. Severability.** The invalidity or unenforceability of any provision of this IGA shall not affect the validity or enforceability of any other provision of this IGA, which shall remain in full force and effect until ended or terminated.

**8. Entire Agreement; Amendments; Waiver; Counterparts.** This IGA contains the entire agreement of the Parties on the subjects enumerated herein, and except for other Parties joining the IGA pursuant to Paragraph 3 above, shall not be altered, modified supplemented, or amended in any manner whatsoever without the prior written approval of the Parties. The failure of any Party to enforce any provision of this IGA does not constitute a waiver of it or any other provision. This IGA may be executed in two or more counterparts, which collectively shall represent a single binding agreement.

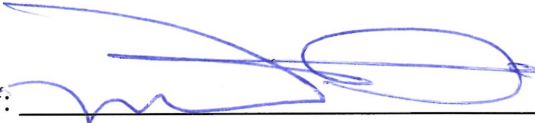
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties by the signatures of their authorized representatives execute this IGA for Services effective as to each city as of the date Attorney first performed judicial services for the respective city..

**CITY OF MOLALLA**

By: \_\_\_\_\_  
Name: Dan Huff  
Its: City Manager  
Date: \_\_\_\_\_

**CITY OF MT. ANGEL**

By:  \_\_\_\_\_  
Name: Mark Daniel  
Its: City Manager  
Date: 09/11/2024





## CITY OF MOLALLA

117 N. Molalla Avenue  
PO Box 248  
Molalla, OR 97038

### Staff Report

### Agenda Category: General Business

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**Agenda Date:** October 9, 2024

**From:** Dan Huff, City Manager  
**Approved by:** Dan Huff, City Manager

**SUBJECT:** Emergency Debris Removal IGA Update

**FISCAL IMPACT:** N/A

**RECOMMENDATION/RECOMMEND MOTION:** None.

**BACKGROUND:**

Attached to this Staff Report is information provided by Clackamas County regarding the recent resolution created by the City of Molalla and Clackamas County for Emergency Debris Removal.

This item is for informational purposes.

**From:** [Suzanne Baughman](#)  
**To:** [Dan Huff](#); [Mac Corthell](#); [Christie Teets](#)  
**Subject:** FW: Emergency Debris Removal IGA Update  
**Date:** Tuesday, October 1, 2024 8:10:56 AM  
**Importance:** High

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**From:** Poole, Jamie <JPoole@clackamas.us>  
**Sent:** Monday, September 30, 2024 5:43 PM  
**To:** eric.wicks@tvfr.com; nichelina.robbs@tvfr.com; Elaina Turpin - Asst. City Manager - City of Estacada <turpin@cityofestacada.org>; John Schmerber (jschmerber@gladstoneoregon.us) <jschmerber@gladstoneoregon.us>; Jorge Tro <troj@canbypolice.com>; BCS - Chris Randall <chrissr@happyvalleyor.gov>; Suzanne Baughman <sbaughman@cityofmolalla.com>; Clackamas River Water Alt - Todd Heidgerken <theidgerken@crwater.com>; Beth McGinnis - Clackamas River Water <bmcginnis@crwater.com>  
**Cc:** Nibouar, Daniel <DNibouar@clackamas.us>  
**Subject:** Emergency Debris Removal IGA Update  
**Importance:** High

Good afternoon,

Thank you for your submissions of signed Emergency Debris Removal Agreements. This email is to update you all on the status of the execution of your agreement on the County side.

Disaster Management worked diligently with County Counsel to draft this IGA, and although the IGA was approved by County Counsel we ran into some questions from County Administration that were not anticipated by Disaster Management nor County Counsel. Unfortunately this is delaying our execution of the agreement, and it is sounding like we are going to have to edit how the agreement reads.

The IGA is setup to allow for you to use task orders off of the County's contract. The task order facilitates a not-to-exceed amount that is agreed upon between our organizations at the time a task order is needed. However, there is no dollar amount listed within the IGA. County Administration would like to see language in the IGA regarding the value of the agreement. As you know, the cost of an event is very unpredictable and may vary greatly based on what occurred (i.e. wind storm vs. earthquake).

We are currently working on a solution and appreciate your patience and understanding as we navigate the issue. Once we have a solution we will re-connect with you about signing an updated version of the IGA.

Thank you again,  
Jamie Poole, Deputy Disaster Manager  
Pronouns: she/her  
Clackamas County Disaster Management

1710 Red Soils Ct., Suite 225, Oregon City, OR 97045  
Primary: 503-278-9150 (cell)  
Hours of Operations: Mon – Thu, 7:30 a.m. – 5:30 p.m.  
[www.clackamas.us/](http://www.clackamas.us/)

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## CITY OF MOLALLA

117 N. Molalla Avenue  
PO Box 248  
Molalla, OR 97038

### Staff Report

### Agenda Category: General Business

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**Agenda Date:** October 9, 2024

**From:** Dan Huff, City Manager  
**Approved by:** Dan Huff, City Manager

**SUBJECT:** Approval of a Board Order Approving Solid Waste Management Fee Increases.

**FISCAL IMPACT:** N/A

**RECOMMENDATION/RECOMMEND MOTION:** None.

**BACKGROUND:**

Attached to this Staff Report is information provided by Clackamas County regarding recent Board action.

This item is for informational purposes.



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 15, 2024

BCC Agenda Date/Item: 20240815 II.E.4

Board of County Commissioners  
Clackamas County

**Approval of a Board Order Approving Solid Waste Management Fee increases. No fiscal impact. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Policy Session: July 31, 2024 Issues and Updates: August 6, 2024		
<b>Performance Clackamas</b>	Ensure Safe, Healthy and Secure Communities: Recycling programs help to honor and protect our natural resources and garbage service supports healthy communities and builds public trust. Additionally, the annual review process provides assurance that customers are provided fair value for the services they receive.		
<b>Counsel Review</b>	Yes – (HH 7/25/24)	<b>Procurement Review</b>	NA
<b>Contact Person</b>	Rick Winterhalter, Manager	<b>Contact Phone</b>	503-742-4466

**EXECUTIVE SUMMARY:**

Pursuant to County Code 10.03.040, the Sustainability & Solid Waste Program, which is part of the Department of Transportation and Development (DTD), administers the County’s solid waste management requirements, in part through the management of the Integrated Solid Waste Collection System. This work includes an annual review of the production records of the seven companies holding Board approved solid waste collection franchises (also known as franchisees).

The purpose of the review is to ensure that solid waste collection services are provided to residents and businesses safely, cost-effectively, efficiently, and in a manner that supports the benefits of recovering materials from the system. The review is used to establish the fees charged for the variety of services franchised collectors are required to offer, and to ensure a fair return to the collectors.

For Filing Use Only

## **Solid Waste Commission Recommendation**

The Solid Waste Commission, serving as the County's formal advisory body reflecting public participation in managing the solid waste system, met on May 30, 2024 to review the Annual Review and the proposed fee increases. The Commission voted 5-0-1 (abstain) to accept the review and recommended the proposed fee increases be forwarded to the Board for consideration.

## **July 31, 2024 Board Policy Session and August 6, 2024 Issues**

On July 31, 2024 DTD staff presented a Policy Session to share the finding of the County's annual solid waste review, and the fee increase recommendation from the Solid Waste Commission. The Annual Review, and Solid Waste Commission recommendation were also presented at Issues on August 6, 2024. During the Issues Session on August 6, 2024 the Board approved a fee increase effective August 1, 2024, as approved and recommended by the Solid Waste Commission

### **RECOMMENDATION:**

Staff respectfully recommends the Board of County Commissioners approve the attached Board Order adopting the Solid Waste Management Fee Schedules as recommended by the Solid Waste Commission and approved in the August 6, 2024 Issues Session.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation & Development

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In The Matter of Approving the  
Clackamas County Fee Schedule  
for Waste and Recycling Collection  
Services to be uniformly applied by  
the Franchised Solid Waste  
Collection Companies



Board Order No. 2024-065  
*Page 1 of 2*

**Whereas**, This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that an application has been received by the Solid Waste Commission for a Waste Management Fee adjustment for the franchised collectors, and

**Whereas**, It further appearing to the Board that the Solid Waste Commission, at a meeting on May 30, 2024, reviewed the application and supporting data received by said Commission for a Waste Management Fee adjustment for the franchised solid waste collectors within the County, and made their findings as follows:

1. That a Waste Management Fee adjustment has been requested by the franchisees; and
2. That it is the County’s responsibility to ensure the solid waste collection system recovers the cost of providing service; and
3. That no general operating cost adjustment in Waste Management Fees be established for infectious waste collection service; and
4. That operating costs such as labor, repair and maintenance of vehicles and equipment and insurance are increasing; and
5. That the Metro rate per ton on disposed waste is increasing effective July 1, 2024; and
6. That the Waste Management Fees be adjusted for a majority of the classes of residential and commercial can/cart service; for container collection service, for drop box service and for miscellaneous services in all fee zones as set forth in Exhibit A of this Order; and
7. That this request is just, fair, reasonable, and sufficient to provide required services to the public under Chapter 10.03 of the Clackamas County Code; and

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In The Matter of Approving the  
Clackamas County Fee Schedule  
for Waste and Recycling  
Collection Services to be uniformly  
applied by the Franchised Solid  
Waste Collection Companies



Board Order No. 2024-065  
Page 2 of 2

**Whereas**, pursuant to County Code 10.03.340, the Board having considered the investment in facilities and equipment; the services of management; methods of storage, collection, transportation and disposal; the length of haul to disposal facilities; the cost of the disposal; reasonable return to the owners of the business; the future service demands of the area or site which must be anticipated in equipment, facilities, personnel or land; extra charge for special pickups or pickups on days where service is not normally provided on a route; extra charges where the type of character of waste or solid waste, including but not limited to, wastes with peculiarly offensive odors, that requires special handling or service; the extra cost for providing the opportunity to recycle; and extra charges for providing janitorial services on the premises where service is provided; we do adopt the findings of the Solid Waste Commission as our own findings and do further find that the Waste Management Fee adjustments as set out herein are just, fair and reasonable to provide the required services to the public; and

**NOW THEREFORE, the Clackamas County Board of County Commissioners orders as follows:**

1. That the foregoing recommendations be adopted and that the franchised collectors be granted a Waste Management Fee adjustment, as shown on Exhibit A, according to the recommendations and made effective August 1, 2024.

**DATED** this 15th day of August, 2024.

**BOARD OF COUNTY COMMISSIONERS**

Chair

Recording Secretary



## Clackamas County Fee Schedule For Waste and Recycling Collection Services

Effective: August 1, 2024

U R B A N	<b>Residential Service</b>		<b>Monthly Fee</b>	<b>Fee per Pick Up</b>	<b>At House Service<sup>2</sup></b>	
	<b>Weekly Pick Up<sup>1</sup></b> - one cart each for garbage, yard debris and recycling					
	20 gallon cart/can		\$ 33.45		\$ 37.45	
	32 gallon cart/can		\$ 39.05		\$ 43.05	
	60 gallon cart		\$ 51.25		N/A	
	90 gallon cart		\$ 61.10		N/A	
	Occasional extra garbage - 35 gallon			\$ 6.35	\$ 7.25	
	Occasional extra yard debris - 35 gallon			\$ 3.15		
	<b>Monthly Pick Up<sup>4</sup></b> - one cart/can of garbage; weekly recycling included					
	32 gallon cart/can		\$ 18.60		\$ 19.60	
	Occasional extra garbage - 32 gallon			\$ 6.35	\$ 7.25	
	<b>On-Call Pick Up<sup>4</sup></b> - one cart/can of garbage					
	32 gallon cart/can			\$ 18.45	N/A	
	<b>Other Services and Fees</b>					
	Recycling only - weekly		\$ 8.10		N/A	
	Yard debris subscription <sup>3</sup> - weekly		\$ 6.50		N/A	
	Yard debris Permanent 2nd Cart		\$ 4.95		N/A	
	Distance fees		Table 2			
	Terrain fee		\$ 4.15			
	<b>Multifamily Service</b> - for shared containers see commercial fees.					
	<b>Weekly Pick Up<sup>1</sup></b> - one cart/can of garbage and recycling					
	Central billing		20 gallon	\$ 28.95		\$ 30.95
			32 gallon	\$ 34.55		\$ 36.55
Individual billing		20 gallon	\$ 30.55		\$ 32.55	
		32 gallon	\$ 36.15		\$ 38.15	
Occasional extra garbage - 32 gallon				6.35	\$ 7.25	
Bulky waste - furniture, appliances etc.				Table 1		
<b>Additional fees</b> - see Tables 1 and 2						

<sup>1</sup> Greater than one cart/can per week, use multiples of single cart/can fee.

<sup>2</sup> At House Service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be placed within 50 feet of curb/road). This Service is not available for recycling or yard debris.

<sup>3</sup> Available to customers without weekly garbage service. May be billed annually or monthly.

<sup>4</sup> Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

**Exhibit A**

Effective: August 1, 2024

U R B A N	<b>Commercial Containers</b> weekly recycling included						
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
		<b>1</b>	<i>Add'l</i>	<b>1 1/3</b>	<i>Add'l</i>	<b>1.5</b>	<i>Add'l</i>
	<b>1</b>	\$123.71	\$109.27	\$155.58	\$137.42	\$167.56	\$149.41
	<b>2</b>	\$239.66	\$212.43	\$303.44	\$269.71	\$327.41	\$291.42
	<b>3</b>	\$355.64	\$314.18	\$451.29	\$401.00	\$487.25	\$433.94
	<b>4</b>	\$471.60	\$418.79	\$599.14	\$532.89	\$647.04	\$575.66
	<b>5</b>	\$587.57	\$520.52	\$747.00	\$664.18	\$806.89	\$721.06
	<b>6</b>	\$703.51	\$624.29	\$894.85	\$794.77	\$966.70	\$862.19
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
		<b>2</b>	<i>Add'l</i>	<b>3</b>	<i>Add'l</i>	<b>4</b>	<i>Add'l</i>
	<b>1</b>	\$214.78	\$191.68	\$299.17	\$268.23	\$385.71	\$348.17
	<b>2</b>	\$421.83	\$377.56	\$585.86	\$526.53	\$758.97	\$685.19
	<b>3</b>	\$628.86	\$562.61	\$872.58	\$785.49	\$1,132.25	\$1,021.39
	<b>4</b>	\$835.91	\$745.34	\$1,159.31	\$1,046.52	\$1,505.50	\$1,354.96
	<b>5</b>	\$1,042.98	\$935.46	\$1,446.04	\$1,303.89	\$1,878.78	\$1,695.13
	<b>6</b>	\$1,250.02	\$1,118.76	\$1,732.73	\$1,557.95	\$2,252.05	\$2,031.59
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
		<b>5</b>	<i>Add'l</i>	<b>6</b>	<i>Add'l</i>	<b>8</b>	<i>Add'l</i>
	<b>1</b>	\$469.92	\$445.17	\$547.04	\$518.57	\$689.56	\$656.55
	<b>2</b>	\$926.21	\$877.42	\$1,080.49	\$1,025.68	\$1,365.50	\$1,300.15
<b>3</b>	\$1,382.51	\$1,307.52	\$1,613.90	\$1,526.47	\$2,041.46	\$1,943.98	
<b>4</b>	\$1,838.78	\$1,739.29	\$2,147.34	\$2,033.80	\$2,717.41	\$2,585.80	
<b>5</b>	\$2,295.10	\$2,174.03	\$2,680.77	\$2,540.73	\$3,393.35	\$3,220.63	
<b>6</b>	\$2,751.36	\$2,611.31	\$3,214.20	\$3,041.48	\$4,069.30	\$3,868.42	
<b>Commercial Carts/Cans<sup>1</sup> - monthly fee; weekly recycling included</b>							
<b>One Stop per Week</b>				<b>One cart/can</b>	<b>Two carts/cans</b>	<b>Each additional</b>	
32 gallon cart/can				\$35.05	\$67.90	\$30.85	
60 gallon cart				\$49.20	N/A	N/A	
90 gallon cart				\$54.95	N/A	N/A	
Occasional extra garbage - 32 gallon				N/A	N/A	\$5.25	
<b>Two Stops per Week</b>							
32 gallon cart/can - 2 stops/wk				\$69.50	\$134.70	\$31.50	
Occasional extra garbage - 32 gallon				N/A	N/A	\$5.25	
<b>Additional fees may apply - see Tables 1, 2 &amp; 3</b>							

<sup>1</sup>The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

## Exhibit A

Effective: August 1, 2024

R U R A L	<b>Residential Service</b>		<b>Monthly Fee</b>	<b>Fee per Pick Up</b>	<b>At House Service<sup>2</sup></b>
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	20 gallon cart/can		\$30.65		\$34.65
	32 gallon cart/can		\$36.25		\$40.25
	60 gallon cart		\$50.50		N/A
	90 gallon cart		\$59.15		N/A
	Occasional extra garbage - 32 gallon			\$6.45	\$7.35
	<b>Monthly Pick Up<sup>3</sup> - one cart/can garbage; weekly recycling included</b>				
	32 gallon cart/can		\$19.70		\$20.70
	Occasional extra garbage - 32 gallon			\$6.45	\$7.35
	<b>On-Call Pick Up<sup>3</sup> - one cart/can of garbage</b>				
	32 gallon cart/can			\$19.00	N/A
	<b>Other Services and Fees</b>				
	Recycling only - weekly		\$11.35		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain fee		\$4.15		
	<b>Multifamily Service - for shared containers see commercial fees.</b>				
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	Central billing	20 gallon	\$29.05		\$31.05
		32 gallon	\$34.65		\$36.65
	Individual billing	20 gallon	\$30.65		\$32.65
		32 gallon	\$36.25		\$38.25
Occasional extra garbage - 32 gallon			\$6.45	\$7.35	
Bulky waste - furniture, appliances etc.			Table 1		
<b>Additional fees may apply - see Tables 1 and 2</b>					

<sup>1</sup> Greater than one cart/can per week, use multiples of single cart/can fee.

<sup>2</sup> At House service is when garbage carts/cans are picked up at house instead of roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

<sup>3</sup> Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

**Exhibit A**

Effective: August 1, 2024

R U R A L	Commercial Containers weekly recycling included						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$141.23	\$ 136.53	\$ 176.73	\$ 171.57	\$ 197.05	\$ 191.41
	2	\$273.02	\$ 264.42	\$ 343.20	\$ 333.90	\$ 382.85	\$ 372.75
	3	\$404.75	\$ 392.35	\$ 509.62	\$ 496.17	\$ 568.76	\$ 554.11
	4	\$536.54	\$ 520.29	\$ 676.17	\$ 658.52	\$ 754.55	\$ 735.35
	5	\$668.27	\$ 648.22	\$ 842.63	\$ 820.78	\$ 940.32	\$ 916.77
	6	\$809.50	\$ 784.75	\$ 1,019.27	\$ 992.38	\$ 1,137.39	\$ 1,108.14
	Stops/ Week	Monthly fee for container size in cubic yards					
		2	<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>
	1	\$252.47	\$ 246.02	\$ 361.85	\$ 353.85	\$ 470.14	\$ 460.69
	2	\$492.09	\$ 480.44	\$ 707.70	\$ 693.35	\$ 921.46	\$ 904.51
	3	\$731.50	\$ 714.65	\$ 1,053.59	\$ 1,032.74	\$ 1,372.81	\$ 1,348.36
	4	\$970.96	\$ 948.91	\$ 1,399.46	\$ 1,372.31	\$ 1,824.14	\$ 1,792.19
	5	\$1,210.55	\$ 1,183.25	\$ 1,745.30	\$ 1,711.45	\$ 2,275.41	\$ 2,235.86
	6	\$1,463.01	\$ 1,429.31	\$ 2,107.10	\$ 2,065.55	\$ 2,745.66	\$ 2,696.51
	Stops/ Week	Monthly fee for container size in cubic yards					
		5	<i>Add'l</i>	6	<i>Add'l</i>	8	<i>Add'l</i>
	1	\$577.32	\$ 566.57	\$ 686.40	\$ 674.05	\$ 896.26	\$ 881.56
2	\$1,133.15	\$ 1,113.78	\$ 1,348.21	\$ 1,326.21	\$ 1,763.64	\$ 1,737.54	
3	\$1,688.95	\$ 1,660.95	\$ 2,009.90	\$ 1,978.25	\$ 2,630.96	\$ 2,593.46	
4	\$2,244.81	\$ 2,208.21	\$ 2,671.66	\$ 2,630.41	\$ 3,498.23	\$ 3,449.33	
5	\$2,800.59	\$ 2,755.39	\$ 3,333.42	\$ 3,282.52	\$ 4,365.59	\$ 4,305.19	
6	\$3,377.87	\$ 3,321.92	\$ 4,018.90	\$ 3,955.70	\$ 5,261.85	\$ 5,186.85	
Commercial Carts/Cans <sup>1</sup> - monthly fee; weekly recycling included							
				One	Two	Each	
One Stop per Week				cart/can	carts/cans	additional	
32 gallon cart/can				\$ 36.25	\$ 71.10	\$ 34.00	
60 gallon cart				\$ 50.50	N/A	N/A	
90 gallon cart				\$ 59.15	N/A	N/A	
Occasional extra garbage - 32 gallon				N/A	N/A	\$ 5.55	
Two Stops per Week							
32 gallon cart/can - 2 stops/wk				\$ 71.75	\$ 140.75	\$ 32.70	
Occasional extra garbage - 32 gallon				N/A	N/A	\$ 5.55	
Additional fees may apply - see Tables 1, 2 & 3							

<sup>1</sup>The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

**Exhibit A**

Effective: August 1, 2024

D I S T R I C T  R U R A L	<b>Residential Service</b>		<b>Monthly Fee</b>	<b>Fee per Pick Up</b>	<b>At House Service<sup>2</sup></b>
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	20 gallon cart/can		\$35.90		\$39.90
	32 gallon cart/can		\$41.80		\$45.80
	60 gallon cart		\$54.90		N/A
	90 gallon cart		\$63.55		N/A
	Occasional extra garbage - 35 gallon			\$7.00	\$7.90
	<b>Monthly Pick Up<sup>3</sup> - one cart/can; weekly recycling included</b>				
	32 gallon cart/can		\$21.40		\$22.40
	Occasional extra garbage - 32 gallon			\$7.00	\$7.90
	<b>On-Call Pick Up<sup>3</sup> - one cart/can of garbage</b>				
	32 gallon cart/can			\$19.35	N/A
	<b>Other Services and Fees</b>				
	Recycling only - weekly		\$11.45		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain fee		\$4.15		
	<b>Multifamily Service - for shared containers see commercial fees.</b>				
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	Central billing	20 gallon	\$34.30		\$36.30
		32 gallon	\$40.20		\$42.20
	Individual billing	20 gallon	\$35.90		\$37.90
		32 gallon	\$41.80		\$43.80
	Occasional extra garbage - 32 gallon			\$7.00	\$7.90
	Bulky waste - furniture, appliances etc.			Table 1	
	<b>Additional fees may apply - see Tables 1, 2 &amp; 3</b>				

<sup>1</sup>Greater than one cart/can per week, use multiples of single cart/can fee.

<sup>2</sup> At House service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

<sup>3</sup>Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

**Exhibit A**

Effective: August 1, 2024

DISTANT RURAL	<b>Commercial Containers</b> includes weekly recycling						
	<b>Stops/ Week</b>	<b>Monthly fee based on size in cubic yards</b>					
		<b>1</b>	<i>Add'l</i>	<b>1 1/3</b>	<i>Add'l</i>	<b>1.5</b>	<i>Add'l</i>
	<b>1</b>	\$156.61	\$ 151.91	\$ 194.48	\$ 189.32	\$ 216.02	\$ 210.37
	<b>2</b>	\$295.54	\$ 286.94	\$ 370.47	\$ 361.17	\$ 412.49	\$ 402.39
	<b>3</b>	\$434.39	\$ 421.99	\$ 546.39	\$ 532.94	\$ 609.11	\$ 594.46
	<b>4</b>	\$573.32	\$ 557.07	\$ 722.44	\$ 704.79	\$ 805.60	\$ 786.40
	<b>5</b>	\$712.18	\$ 692.13	\$ 898.42	\$ 876.57	\$1,002.09	\$ 978.54
	<b>6</b>	\$860.55	\$ 835.80	\$1,084.56	\$ 1,057.66	\$1,209.84	\$ 1,180.59
	<b>Stops/ Week</b>	<b>Monthly fee based on size in cubic yards</b>					
		<b>2</b>	<i>Add'l</i>	<b>3</b>	<i>Add'l</i>	<b>4</b>	<i>Add'l</i>
	<b>1</b>	\$274.99	\$ 268.54	\$ 391.49	\$ 383.49	\$ 506.92	\$ 497.47
	<b>2</b>	\$528.87	\$ 517.22	\$ 758.75	\$ 744.40	\$ 986.78	\$ 969.83
	<b>3</b>	\$782.55	\$ 765.70	\$1,126.04	\$ 1,105.19	\$1,466.67	\$ 1,442.22
	<b>4</b>	\$1,036.28	\$ 1,014.23	\$1,493.32	\$ 1,466.17	\$1,946.53	\$ 1,914.58
	<b>5</b>	\$1,290.14	\$ 1,262.84	\$1,860.55	\$ 1,826.70	\$2,426.34	\$ 2,386.79
	<b>6</b>	\$1,556.87	\$ 1,523.17	\$2,243.75	\$ 2,202.20	\$2,925.12	\$ 2,875.97
	<b>Stops/ Week</b>	<b>Monthly fee based on size in cubic yards</b>					
		<b>5</b>	<i>Add'l</i>	<b>6</b>	<i>Add'l</i>	<b>8</b>	<i>Add'l</i>
	<b>1</b>	\$621.23	\$ 610.48	\$ 737.45	\$ 725.10	\$ 961.58	\$ 946.88
	<b>2</b>	\$1,212.74	\$ 1,193.37	\$1,442.07	\$ 1,420.07	\$1,886.03	\$ 1,859.93
<b>3</b>	\$1,804.20	\$ 1,776.20	\$2,146.55	\$ 2,114.90	\$2,810.42	\$ 2,772.92	
<b>4</b>	\$2,395.74	\$ 2,359.14	\$2,851.12	\$ 2,809.87	\$3,734.77	\$ 3,685.87	
<b>5</b>	\$2,987.18	\$ 2,941.98	\$3,555.68	\$ 3,504.78	\$4,659.19	\$ 4,598.79	
<b>6</b>	\$3,600.13	\$ 3,544.18	\$4,283.97	\$ 4,220.77	\$5,612.52	\$ 5,537.52	
<b>Commercial Carts/Cans<sup>1</sup></b> - monthly fee; weekly recycling included							
				<b>One</b>	<b>Two</b>	<b>Each</b>	
<b>One Stop per Week</b>				<b>cart/can</b>	<b>carts/cans</b>	<b>additional</b>	
32 gallon cart/can				\$41.80	\$82.90	\$40.80	
60 gallon cart				\$54.90	N/A	N/A	
90 gallon cart				\$63.55	N/A	N/A	
Occasional extra garbage- 32 gallon				N/A	N/A	\$6.30	
<b>Two Stops per Week</b>							
32 gallon cart/can - 2 stops/wk				\$82.90	\$164.35	\$40.20	
Occasional extra garbage - 32 gallon				N/A	N/A	\$6.30	
<b>Additional fees may apply</b> - see Tables 1, 2 & 3							

<sup>1</sup>The use of a cart and the type of customer using a cart for commercial waste shall be at the discretion of the collector.

## Exhibit A

Effective: August 1, 2024

M O U N T A I N	<b>Residential Service</b>		<b>Monthly Fee</b>	<b>Fee per Pick Up</b>	<b>At House Service<sup>2</sup></b>
	<b>Weekly Pick Up<sup>1</sup> - one can of garbage and recycling</b>				
	20 gallon can		\$37.15		\$41.15
	32 gallon can		\$43.05		\$47.05
	Occasional extra - 32 gallon			\$7.00	\$7.45
	<b>Monthly Pick Up<sup>3</sup> - one can; weekly recycling included</b>				
	32 gallon can		\$21.70		\$22.70
	Occasional extra - 32 gallon			\$7.00	\$7.90
	<b>On-Call Pick Up<sup>3</sup> - one can of garbage</b>				
	32 gallon can			\$19.65	N/A
	<b>Other Services and Fees</b>				
	Recycling only - weekly		\$11.45		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain Fee		\$4.15		
	<b>Multifamily Service - for shared containers see commercial fees.</b>				
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	Central billing	20 gallon	\$35.55		\$37.55
		32 gallon	\$41.45		\$43.45
	Individual billing	20 gallon	\$37.15		\$39.15
		32 gallon	\$43.05		\$45.05
	Occasional extra - 32 gallon			\$7.00	\$7.55
	Bulky waste - furniture, appliances etc.			Table 1	
	<b>Additional fees may apply - see Tables 1, 2 &amp; 3</b>				

<sup>1</sup>Greater than one can per week, use multiples of single can fee.

<sup>2</sup> Cans picked up at house instead of roadside or curb (must be within 50 feet of roadside or curb). Path must be unobstructed to cans: no snow, no cars.

<sup>3</sup>Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

**Exhibit A**

Effective: August 1, 2024

M O U N T A I N	<b>Commercial Containers</b> includes weekly recycling						
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
		<b>1</b>	<i>Add'l</i>	<b>1 1/3</b>	<i>Add'l</i>	<b>1.5</b>	<i>Add'l</i>
	<b>1</b>	\$175.66	\$ 170.96	\$ 219.89	\$ 214.73	\$ 244.60	\$ 238.95
	<b>2</b>	\$333.64	\$ 325.04	\$ 421.27	\$ 411.97	\$ 469.65	\$ 459.55
	<b>3</b>	\$491.55	\$ 479.15	\$ 622.60	\$ 609.15	\$ 694.85	\$ 680.20
	<b>4</b>	\$649.53	\$ 633.28	\$ 824.05	\$ 806.40	\$ 919.91	\$ 900.71
	<b>5</b>	\$807.44	\$ 787.39	\$ 1,025.43	\$ 1,003.58	\$ 1,144.98	\$ 1,121.43
	<b>6</b>	\$974.86	\$ 950.11	\$ 1,236.98	\$ 1,210.08	\$ 1,381.31	\$ 1,352.06
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
<b>2</b>		<i>Add'l</i>	<b>3</b>	<i>Add'l</i>	<b>4</b>	<i>Add'l</i>	
<b>1</b>	\$313.09	\$ 306.64	\$ 448.65	\$ 440.65	\$ 583.13	\$ 573.68	
<b>2</b>	\$605.08	\$ 593.43	\$ 873.06	\$ 858.71	\$ 1,139.20	\$ 1,122.25	
<b>3</b>	\$896.86	\$ 880.01	\$ 1,297.51	\$ 1,276.66	\$ 1,695.29	\$ 1,670.84	
<b>4</b>	\$1,188.70	\$ 1,166.65	\$ 1,721.94	\$ 1,694.79	\$ 2,251.36	\$ 2,219.41	
<b>5</b>	\$1,480.66	\$ 1,453.36	\$ 2,146.33	\$ 2,112.48	\$ 2,807.38	\$ 2,767.83	
<b>6</b>	\$1,785.49	\$ 1,751.79	\$ 2,586.69	\$ 2,545.14	\$ 3,382.37	\$ 3,333.22	
<b>Commercial Cans</b> - monthly fee; weekly recycling included							
<b>One Stop per Week</b>				<b>One cart/can</b>	<b>Two carts/cans</b>	<b>Each additional</b>	
32 gallon can				\$43.05	\$85.40	\$42.05	
Occasional extra - 35 gallon				N/A	N/A	\$6.30	
<b>Two Stops per Week</b>							
32 gallon can - 2 stops/wk				\$85.40	\$169.35	\$41.45	
Occasional extra - 35 gallon				N/A	N/A	\$6.30	
<b>Additional fees may apply</b> - see Tables 1, 2 & 3							



**Table 1**

<b>Miscellaneous Services</b>		
<b>Bulky Waste</b> - appliances, furniture, etc.		
<i>Fee based on weight and special handling needs. If not easily accessible, hourly fee also applies.</i>		
Minimum fee	\$5.00	
Maximum fee	\$40.00	
Coolant removal fee	\$30.00	<i>Applies to refrigerators, freezers and air conditioners even if refrigerant is removed.</i>
<b>Clean Up Containers</b>		
Each collection charged at 33% of regular container fee (see commercial containers).		
Handling fee	\$20.00	<i>only charged for first collection.</i>
Container rent is charged when container is kept longer than 5 working days with no collection. <sup>1</sup>		
< 3 cubic yard	\$2.10	rent per day
3 cubic yards	\$3.10	rent per day
4 cubic yards	\$4.10	rent per day
<i>For larger containers, see Drop Box, Table 4</i>		
<b>Tire Handling Fee</b> - charged in addition to disposal fees		
On rim	\$5.50	
Off rim	\$2.00	
<i>Tires greater than 18 inch diameter are subject to a special handling fee.</i>		
<b>Occasional Extra Garbage Bag</b> - 35 gallon maximum,		
Light	\$3.00	<i>does not require extra trip</i>
Heavy	\$5.05	<i>curbside/roadside and requires extra trip</i>
At House	\$5.85	<i>picked up at house (50 ft max from curb/road)</i>
<b>Hourly handling fee</b> - charged in addition to disposal fees		
1 truck, 1 person	\$73.00	per hour
1 truck, 2 people	\$105.00	per hour
<b>Other Fees</b>		
Gate fee	\$4.00	
Reinstatement fee	\$5.00	<i>When service is reinstated after it has been stopped for non-payment or if customer stops and starts service more than once in a calendar year.</i>
Cart redelivery	\$10.00	<i>If cart picked up then service restarted within 12 months.</i>

<sup>1</sup> Rent shall not exceed \$20.00 per container in a 30 day period.

**Table 2**

Distance Fees	
Distance	Monthly Fee
3 - 50 feet	\$ 4.00
51 - 100 feet	\$ 5.60
101 - 200 feet	\$ 6.65
201 - 400 feet	\$ 7.70
401 - 800 feet	\$ 8.75
More than 800 feet	\$ 9.80

Distance fees apply when service is not curbside or roadside as defined.

Distances over 50 feet are considered drive-in only.

Fees for distances over 50 feet also apply to non-urban containers served off public roads.

**Table 3**

Miscellaneous Container Fees
<b>Overweight charges</b> will be applied to containers weighing over 275 pounds per cubic yard. The fee must be mutually agreeable to the customer and collector. The County will act as an arbitrator in the event of a dispute.
<b>Containers that have been compacted</b> are charged 2.2 times the regular container fee for the zone.
<b>Overweight compacted containers</b> weighing over 500 pounds per cubic yard will be charged this fee plus disposal for the excess weight.
<b>Container cleaning fee</b> will be charged for containers needing cleaning more than 2 times in a 12 month period. The fee is the actual cost of cleaning.
<b>Mileage fee</b> applies to Distant Rural and Mountain Fee Zones when containers are located over 26 miles round trip from a disposal site if there are less than seven (7) containers picked up per collection route.

**Table 4**

<b>Drop Boxes and Compactors</b> -Disposal, rental, mileage & other fees are additional	
<b>Open Drop Box</b>	
10-20 cubic yard	\$177.50
Lidded/Specialized-requiring deadhead roundtrip	\$202.50
30 cubic yard	\$187.50
40 cubic yard	\$197.50
<b>Compacted Drop Box</b>	
Less than 25 cubic yards	\$202.50
25 - 34 cubic yards	\$231.50
35 cubic yards and greater	\$250.50
<b>Industrial Special Waste Drop Box</b>	
10-20 cubic yard	\$188.50
30 cubic yard	\$205.50
<b>Other fees</b>	
<b>Rental Fee</b>	
Per day (after 2 working days at one site)	\$7.00
Per month (Occasional Customer collection of less than one load per week)	\$70.00
Per month (Permanent customer)	\$70.00
Per Month Equipment Fee: Lidded/Specialty Drop Box	\$20.00
<b>Delivery Fee<sup>1</sup></b>	
Urban zone	\$40.00
All other zones	\$50.00
<b>Mileage Fee</b>	
Per mile over 18 miles roundtrip from where the truck is stationed (if in Clackamas County, if not then from the Metro South Transfer Station) for a repeat customer and for over 18 miles of truck operation for a one-stop drop box customer.	\$4.70
<b>Multifamily Service Fee - additional fee for communities using compactors and drop boxes to collect garbage. Fee is charged per unit per month.</b>	
5-299 units	\$1.60
300 - 399 units	\$1.45
More than 399 units	\$1.40
<b>Incidental Service Fees</b>	
Stand by time - <i>waiting for box to be cleared, cars to be moved, etc.</i> <sup>2</sup>	\$7.00
Leveling load - <i>if driver must spend time leveling load to safely haul.</i> <sup>2</sup>	\$7.00
Wash out - <i>if requested by customer or box is contaminated.</i>	\$30.00
Compactor turn-around - <i>if repositioning required to enable collection and tip.</i>	\$40.00
Deadhead round trip: <i>specialized boxes that cannot be exchanged.</i>	\$25.00
Dry run - <i>if scheduled collection is prevented because box is blocked or customer is not ready.</i>	\$30.00

<sup>1</sup>For the occasional customer, the delivery charge shall be made for the first drop box at a given location within a 30-day period. For the repeat customer, the delivery charge shall be made for service at different locations.

<sup>2</sup>Charged in 5 minute increments.

Effective: August 1, 2024

**Table 5**

<b>Infectious Waste</b>		
<b>Number of units</b>	<b>Fee per gallon</b>	
	<b>20/21</b>	<b>35/48</b>
1	\$ 81.45	\$ 83.23
2	\$ 61.85	\$ 63.50
3	\$ 54.30	\$ 56.00
4	\$ 49.35	\$ 51.00
5	\$ 46.35	\$ 48.00
6	\$ 44.35	\$ 46.00
7	\$ 41.85	\$ 43.50
8	\$ 40.40	\$ 42.00
9	\$ 37.35	\$ 39.00
10	\$ 35.85	\$ 37.50
11	\$ 34.75	\$ 36.50
12	\$ 33.25	\$ 35.00
13	\$ 32.75	\$ 34.50
14	\$ 32.00	\$ 33.75
15	\$ 31.25	\$ 33.00
16	\$ 26.30	\$ 28.00
17	\$ 26.30	\$ 28.00
18	\$ 26.30	\$ 28.00
19	\$ 26.30	\$ 28.00
20	\$ 26.30	\$ 28.00
60	\$ 17.90	\$ 18.75
75	\$ 17.45	\$ 18.10
90	\$ 12.80	\$ 13.10

**Table 6**

<b>Recycle+ Additional Recycling Collection Service</b>	
<i>Available to residential customers in urban* unincorporated Clackamas County</i>	
<b>Service</b>	<b>Fee</b>
Base charge (billed monthly)	\$2.50
Curbside** Collection (each)	\$9.25
Non-curbside*** Collection 5-150 feet (each)	\$11.70
Non-curbside*** Collection over 150 feet (each)	\$13.00

\*Urban customers are located within the Metropolitan Service District Boundary

\*\*Curbside receptacle is placed within 3 feet of a County Road, Public Access Road, State Road or Federal Road.

\*\*\*Non-curbside receptacle is placed in a mutually agreed upon location; such as at the door step or next to the garage