



MOLALLA CITY COUNCIL MEETING

April 24, 2019

7:00 PM

**Molalla Adult Center
315 Kennel Ave., Molalla, OR 97038**

Mayor Keith Swigart

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

**Councilor Terry Shankle
Councilor Jody Newland
Councilor Open Position**

CALL TO ORDER

Convene Meeting and Roll Call
Pledge of Allegiance

PUBLIC COMMENT/COMMUNICATIONS AND PRESENTATIONS

Application for Budget Committee Member

(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.)

ADOPTION OF AGENDA

CONSENT AGENDA

- [1.](#) City Council Minutes April 10, 2019
- [2.](#) 18-06 WWTP Headworks Improvements
- [3.](#) IGA With ODOT For Right of Way Services
- [4.](#) Resolution 2019-11 Exercising the Power of Eminent Domain for Highway 211
- [5.](#) Resolution 2019-12 System Development Charges Fee Update

ORDINANCES, RESOLUTIONS, PROCLAMATIONS

- [6.](#) Resolution 2019-04 Special Event
- [7.](#) Resolution 2019-08 Police Department Fee Schedule

NEW BUSINESS

NA

OLD BUSINESS

- [8.](#) Discussion Chapter 2.06 Planning Commission

REPORTS AND ANNOUNCEMENT

STAFF INTRODUCTIONS

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 503-829-6855

Committee/Board/Commission/Council

Date: 4-24-2019

How long have you resided in the City: 13 YRS

Committee/Board/Commission/Council position of interest: Budget Committee

Name: Michelle Carter

Address: [Redacted], P.O. Box 228

State/Province: Molalla, OR Zip/Postal Code: 97038

Home Phone: [Redacted] Work Phone:

*E-Mail [Redacted]

Current or Previous Community Affiliations or Activities:

[Empty table for affiliations]

Why would you like to serve on this Committee/Board/Commission/Council and give any other background you might have in this area.

I believe it's very important for a city to use tax money carefully and wisely. I am a tax preparer, so I enjoy working with numbers. I am grateful for the opportunity to serve our community.

If applying for re-appointment to this Committee/Board/Commission/Council/Task Force, please indicate what has been the key accomplishment of the group during your service.

[Empty table for accomplishments]

If you could make any improvement to the Commission/Board/Committee/Task Force, what would it be?

I'm not sure yet. I just want to help Molalla be the best it can be.

*Signature:

117 Molalla Ave/PO Box 248 Molalla Oregon 97038
Ph: 503.829.6855 Fax: 503.829.3676 www.cityofmolalla.com

REV: 02/14/2019 Citizen Application - City Recorder

Email back to: cityrecorder@cityofmolalla.com



**Minutes of the Molalla City Council Regular Meeting
Molalla Adult Center
315 Kennel Ave., Molalla, OR 97038
Wednesday, April 10, 2019**

CALL TO ORDER OF THE MOLALLA CITY COUNCIL MEETING; the regular meeting of Wednesday, April 10, 2019 was called to order by Mayor Keith Swigart at 7:00 P.M.

COUNCIL ATTENDANCE:

Mayor Keith Swigart – Present
Councilor Elizabeth Klein – Present
Councilor Leota Childress – Present
Councilor DeLise Palumbo – Present
Councilor Terry Shankle – Absent
Councilor Jody Newland – Present
Councilor Open Position – Present

STAFF IN ATTENDANCE

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

Convene Meeting and Roll Call
Pledge of Allegiance

PUBLIC COMMENT/COMMUNICATIONS AND PRESENTATIONS

1. 2017/2018 Audit Presentation

Tonya Moffitt, CPA with Merina & Co., presented the audit for the City of Molalla and the Molalla Urban Renewal Agency for FY end June 30, 2018 to Council and explained the audit received an unmodified opinion which is the highest rating to receive. Moffitt stated there were no concerns on how staff followed the public purchasing standards and the GASB rules.

Following the presentation Mayor Swigart had a question regarding insurance benefits. Hearing no other questions from Council everyone thanked Moffitt for the presentation.

(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.)



**Minutes of the Molalla City Council Regular Meeting
Molalla Adult Center
315 Kennel Ave., Molalla, OR 97038
Wednesday, April 10, 2019**

ADOPTION OF AGENDA

Motion made by Councilor Childress to adopt the April 10, 2019 agenda as presented, Seconded by Councilor Palumbo

Voting Yea: Councilor Klein, Councilor Childress, Councilor Palumbo, Mayor Swigart, Councilor Newland

CONSENT AGENDA

Motion made by Councilor Childress to approve the consent agenda as presented, Seconded by Councilor Newland.

Voting Yea: Councilor Klein, Councilor Childress, Councilor Palumbo, Mayor Swigart, Councilor Newland

2. City Council Minutes March 27, 2019
3. Library Board Minutes January 17, 2019

ORDINANCES, RESOLUTIONS, PROCLAMATIONS

4. Resolution 2019-04 Setting A Special Events Fee

City Manager Huff explained to Council this was not a Park Use Fee and clarified it was a Special Events Fee that is charged for events that are large in scale and require/request City services.

Mayor Swigart clarified that this fee is already in existence and is just a housekeeping item. Councilor Palumbo stated that she had done some research and the City of Silverton didn't have such a fee. Councilor Childress had concerns regarding the size requirements in relation to the fee amount proposed.

Following a brief discussion with staff Council decided the Resolution was incomplete and needed to come back at the next meeting and asked staff to clarify the criteria better.

5. Resolution 2019-06 Utility Fees

Motion made by Councilor Childress to approve as presented, Seconded by Mayor Swigart.

Voting Yea: Councilor Klein, Councilor Childress, Mayor Swigart, Councilor Newland

Voting Nay: Councilor Palumbo

6. Resolution 2019-07 City Hall Admin Fees

Motion made by Councilor Childress to approve as presented, Seconded by Councilor Klein.

Voting Yea: Councilor Klein, Councilor Childress, Mayor Swigart

Voting Nay: Councilor Palumbo, Councilor Newland

7. Resolution 2019-08 Police Department Fee Schedule

Following a brief discussion and Council decided there needed to more information presented.

Motion made by Councilor Palumbo to table until next meeting, Seconded by Councilor Klein.

Voting Yea: Councilor Klein, Councilor Childress, Councilor Palumbo, Mayor Swigart, Councilor Newland table.



Minutes of the Molalla City Council Regular Meeting
Molalla Adult Center
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8. Resolution 2019-09 Library Fee Schedule
Motion made by Councilor Palumbo to approve as presented, Seconded by Councilor Newland.
Voting Yea: Councilor Klein, Councilor Childress, Councilor Palumbo, Mayor Swigart, Councilor Newland

9. Resolution 2019-10 Adopting the Court Processes and Fee Schedule
Motion made by Councilor Newland to approve as presented, Seconded by Councilor Childress.
Voting Yea: Councilor Klein, Councilor Childress, Councilor Palumbo, Mayor Swigart, Councilor Newland

NEW BUSINESS

10. Allocation of Clackamas County Registration Fee
Motion made by Councilor Palumbo to table this until May, Seconded by Councilor Newland.
Voting Yea: Councilor Klein, Councilor Childress, Councilor Palumbo, Mayor Swigart, Councilor Newland

11. Allocation/Update of System Development Charges
PWD Fisher presented the updated/proposed System Development Charges to Council and following a lengthy discussion and clarification period, Council came to consensus and directed staff to prepare a resolution for the next meeting. The consensus of Council accepted the proposed increase at 50% effective January 2020 and 50% effective July 1, 2020. Fisher also reminded Council that at any time this can be brought back and adjusted to fit the growth patterns of Molalla.

Motion made by Councilor Childress to take a ten-minute recess, Seconded by Councilor Palumbo.
Voting Yea: Councilor Klein, Councilor Childress, Councilor Palumbo, Mayor Swigart, Councilor
The meeting reconvened at 9:17 PM.

12. Discussion Item Chapter 2.06 Hearing Bodies and Their Duties
City Manager Huff presented chapter 2.06 Hearing Bodies and Duties to remove language that is out of date or no longer needed.
Two members of the audience spoke in favor of leaving in language to allow at least two Commissioners the ability to reside outside the City limits. The audience members were current members of the Molalla Planning Commission Jennifer Satter 1115 N. Molalla Avenue and Raelynn Botsford 226 Ridings Avenue. Following the comments of Satter and Botsford, Council discussed the necessity due to lack of interest of its citizens to serve on these boards/commissions to have some type of allowance for membership outside the City limits. Some of the items discussed were;
 - Within 5 miles
 - Within the school district
 - Within the 97038-zip code
 - Within 3 milesCouncil directed staff to return with examples to reflect the above items at the next Council meeting.

OLD BUSINESS

13. Discussion Update on Heritage Art Walk
City Manager Huff pointed out newly proposed locations in Long Park for Coyote and Grizzly because the original location at MCC park area fell through. Huff stated that they should be placed by the July 4th weekend.



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REPORTS AND ANNOUNCEMENTS

Councilor Newland reported that at the Library this week it is food for fines week. Bring a donation of canned food in to pay any overdue fines you may have on Library books. For every canned food donation, the Library will forgive a dollar of fines. Newland congratulated the FFA students who competed in state that will be moving onto the Nationals competition.

Councilor Palumbo reminded the community about the open positions on the exploratory committee for the Arts Commission and asked them to email her directly.

Mayor Swigart, Councilor Childress and Councilor Klein did not report anything currently.

City Manager Huff and City Recorder Richardson had nothing more to report at this time.

EXECUTIVE SESSION

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

Motion made by Councilor Klein to cancel the executive session and move it to the May meeting, Seconded by Councilor Childress.

Voting Yea: Councilor Klein, Councilor Childress, Councilor Palumbo, Mayor Swigart, Councilor Newland

14. 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.

(a) To consider the employment of a public officer, employee, staff member or individual agent.

ADJOURN

Motion made by Councilor Childress to adjourn the April 10, 2019 meeting at 9:55 PM, Seconded by Councilor Newland.

Voting Yea: Councilor Klein, Councilor Childress, Councilor Palumbo, Mayor Swigart, Councilor Newland

Mayor, Keith Swigart

Date

ATTEST:

Kelly Richardson, CMC
City Recorder

City Of Molalla

City Council Meeting



Agenda Category: Consent Agenda

Subject: Contract Award for the WWTP Headowkrs Screen Improvements project #18-06

Recommendation: Council Approval

Date of Meeting to be Presented: March 24, 2019

Fiscal Impact: \$397,000 Sewer Capital Projects FY 18-19 & FY 19-20

Background:

Below is the Bid Summary for the three lowest responsible bidders. The City advertised an Invitation to Bid on March 13, 2019 and March 20, 2019 in the Daily Journal of Commerce. On April 10, 2019, the City received and opened 7 bids including the following lowest three bids:

- | | |
|----------------------------|--------------|
| 1. Boede Construction | \$397,000.00 |
| 2. RL Reimers Co | \$397,625.00 |
| 3. Stettler Supply & Const | \$425,305.00 |

After review of the bids, Boede Construction was deemed the lowest responsible bidder. A Notice of Intent to Award was issued to all bidders on April 15, 2019 and no protests were received. Staff recommends City Council award the contract to Boede Construction and authorize the City Manager to execute a contract and any change orders within the approved budget.

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



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

NOTICE OF INTENT TO AWARD

April 15, 2019

Tim Boedigheimer
Boede Construction
6898 Sherman Rd SE
Aumsville, OR 97325

Re: City of Molalla
WWTP New Headworks Screen
Project No. 198.07

Dear Mr. Boedigheimer:

Bids were received and opened on April 10, 2019 for the above project. After review and evaluation of the bids, the apparent lowest responsive bidder was determined to be Boede Construction.

The City of Molalla, at their regular Council meeting on April 24, 2019, is expected to approve the award of the Contract to Boede Construction, the apparent low bidder. Award of the Contract is conditional on the following:

1. Five (5) days after the date on the Notice of Intent to Award is sent to Boede Construction and the other bidders, no protest is received.
2. If a protest is filed, then, until the City of Molalla provides a written response to all protests filed within five (5) days after the date on the Notice of Intent to Award that denies the protest and affirms the award.
3. Award of the Contract to Boede Construction by the Council.

If in the event these conditions cannot be satisfied, then the City of Molalla reserves the right to reject all bids and rebid the project or take other actions it deems in its best interest.

Sincerely,

Brian Allen, PE
Project Engineer

cc: Gerald Fisher, Public Works Director, City of Molalla

City Of Molalla

City Council Meeting



Agenda Category: Consent Agenda

Subject: Intergovernmental Agreement with Oregon Department of Transportation for Right of Way Services

Recommendation: Council Approval

Date of Meeting to be Presented: April 24, 2019

Fiscal Impact: Street Capital Project funds FY 18-19 and FY 19-20

Background:

In accordance with federal funding requirements, City must enter into an intergovernmental agreement (IGA) with The Oregon Department of Transportation (ODOT) for right of way acquisition to construction the OR 211 Bicycle and Pedestrian Improvement project. Attached is a draft copy of the IGA currently under review by staff. Staff recommends the City Council authorize the City Manager to negotiate and execute and intergovernmental agreement and any necessary amendment changes with the Oregon Department of Transportation.

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

**INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES**
OR211:OR213- Ona Way (Molalla) Enhance

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and CITY OF MOLALLA, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. That certain Ona Way is a City Street(s) under the jurisdiction and control of Agency and Agency may enter into an agreement for the acquisition of real property.
4. OR 211 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
5. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding is further described in IGA Agreement number 30502. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."
6. As of this time there are no local public agencies (LPAs) certified to independently administer federal-aid projects for right of way services. Therefore, State is ultimately responsible for the certification and oversight of all right of way activities under this Agreement (except as provided under "Agency Obligations" for LPAs in State's certification program for consultant selection).

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, to accomplish the objectives in Agreement No. 30502, State and Agency agree to perform certain right of way activities shown in Special Provisions - Exhibit A, attached hereto and by this reference made a part hereof. For the right of way services State performs on behalf of the Agency, under no conditions shall Agency's obligations exceed a maximum of \$260,000, including all expenses, unless agreed upon by both Parties.
2. The work shall begin on the date all required signatures are obtained and shall be completed no later than January 15, 2023), on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. The process to be followed by the Parties in carrying out this Agreement is set out in Exhibit A.
4. It is further agreed both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual."

STATE OBLIGATIONS

1. State shall perform the work described in Special Provisions - Exhibit A.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
4. State's right of way contact person for this Project is David Mendelson, Right of Way Project Manager, 123 NW Flanders Street, Portland, OR 97209, 503-731-8451), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in Special Provisions - Exhibit A.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current budget. Agency is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the Project up to its maximum.

3. Agency's needed right of way services, as identified in Exhibit A, may be performed by qualified individuals from any of the following sources:
 - a. Agency staff,
 - b. State staff,
 - c. Staff of another local public agency, as described in ODOT's Right of Way Manual and approved by the State's Region Right of Way Office;
 - d. Consultants from State's Full Service Architectural and Engineering (A&E) Price Agreement 2 Tier Selection Process. Tier 2 procurements must be requisitioned through State's Local Agency Liaison (LAL) with solicitation process administered by State Procurement Office. Forms and procedures for Tier 2 process are located at: <http://www.oregon.gov/ODOT/CS/OPO/docs/fs/tier2guide.doc>;
 - e. *Appraiser services procured by Agency from State's Qualified Appraiser List (on line at <http://www.oregon.gov/ODOT/HWY/ROW/Pages/index.aspx>);
 - f. *Other right of way related services procured by Agency from any source of qualified contractors or consultants.

* Selections may be based on price alone, price and qualifications, or qualifications alone followed by negotiation. **Federally funded procurements** by Agency for right of way services must be conducted under State's certification program for consultant selection and must comply with requirements in the [LPA A&E Requirements Guide](#) (and must use the State's standard [A&E Contract Template for LPAs](#) which may be modified to include State-approved provisions required by Agency). **State and local funded procurements** by Agency must be in conformance with applicable State rules and statutes for A&E "Related Services" (and Agency may use its own contract document).

4. If Agency intends to use Agency staff, staff of another local public agency, consultants (except for consultants on State's Qualified Appraiser List), or contractors to perform right of way services scheduled under this Agreement, Agency must receive prior written approval from State's Region Right of Way Office.
5. The LPA A&E Requirements Guide and A&E Contract Template referenced above under paragraph 3 are available on the following Internet page: [http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local Public Agency \(LPA\) Consultant Templates and Guidance Docs](http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local_Public_Agency_(LPA)_Consultant_Templates_and_Guidance_Docs).
6. Agency or its subcontractor will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual."
7. Agency represents that this Agreement is signed by personnel authorized to do so on behalf of Agency.
8. Agency's right of way contact person for this Project is Gerald Fisher, Public Works Director, P.O. Box 248, Molalla, Oregon 97038(, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

PAYMENT FOR SERVICES AND EXPENDITURES:

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of \$260,000. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.

2. Agency agrees to reimburse salaries and payroll reserves of State employees working on Project, direct costs, costs of rental equipment used, and per-diem expenditures.

GENERAL PROVISIONS:

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
8. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to

reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

9. 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.
10. When federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by Agency.
11. When federal funds are involved in this Agreement, Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
12. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. This Agreement and attached exhibits and Agreement No. 30502 constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change,

if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

(CITY OF MOLALLA, by and through its public officials

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Date _____

Agency Contact:

Gerald Fisher
Public Works Director
P.O. Box 248
Molalla, Oregon 97038

State Contact:

David Mendelson
Right of Way Project Manager
123 NW Flanders Street
Portland, Oregon 97209

STATE OF OREGON, by and through its Department of Transportation

By _____
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Right of Way Manager

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

APPROVED

(If Litigation Work Related to Condemnation is to be done by State)

By _____
Chief Trial Counsel

Date _____

SPECIAL PROVISIONS EXHIBIT A
Right of Way Services

THINGS TO BE DONE BY STATE OR AGENCY

1. Pursuant to this Agreement, the work performed on behalf of the Agency can be performed by the Agency, the Agency's consultant, the State or a State Flex Services consultant, as listed under Agency Obligations, paragraph 3 of this Agreement. The work may be performed by Agency staff or any of these representatives on behalf of Agency individually or collectively provided they are qualified to perform such functions and after receipt of approval from the State's Region 1 Right of Way Manager.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.

Instructions: Insert either: State, Agency, or N/A on each line.

A. Preliminary Phase

1. State shall provide preliminary cost estimates.
2. State shall make preliminary contacts with property owners.
3. State shall gather and provide data for environmental documents.
4. State shall develop access and approach road list.
5. State shall help provide field location and Project data.

B. Acquisition Phase

1. General:
 - a. When doing the Acquisition work, as described in this Section, State shall provide Agency) with a status report of the Project quarterly.
 - b. Title to properties acquired shall be in the name of the State.
 - c. The Agency shall adopt a resolution of intention and determination of necessity in accord with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation, such approval will be conditioned on passage of a resolution by Agency substantially in the form attached hereto as Exhibit D, and by this reference made a part hereof. If the Oregon Department of Justice is to handle condemnation work, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required; and authorization for such representation shall be included in the resolution adopted by the Agency. Prior approval by Oregon Department of Justice is required.

2. Legal Descriptions:

- a. State shall provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
- b. State shall provide construction plans and cross-section information for the Project.
- c. State shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide" and the "Right of Way Engineering Manual." The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
- d. State shall specify the degree of title to be acquired (e.g., fee, easement).

3. Real Property and Title Insurance:

- a. State shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
- b. State shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current "State Right of Way Manual" and the "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide." Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.
- c. State shall conduct a Level 1 Initial Site Assessment, according to State Guidance, within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.
- d. State shall conduct a Level 2 Preliminary Site Investigation, according to State Guidance, of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties.
 - If contamination is found, a recommendation for remediation will be presented to State.
- e. State shall be responsible for proper treatment and cost of any necessary remediation.

- f. State shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.
4. Appraisal:
 - a. State shall conduct the valuation process of properties to be acquired.
 - b. State shall perform the Appraisal Reviews to set Just Compensation.
 - c. State shall recommend Just Compensation, based upon a review of the valuation by qualified personnel.
 5. Negotiations:
 - a. State shall tender all monetary offers to land-owners in writing at the compensation level shown in the Appraisal Review. State shall have sole authority to negotiate and make all settlement offers. Conveyances taken for more or less than the approved Just Compensation will require a statement justifying the settlement. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions. If State performs this function, it will provide the Agency with all pertinent letters, negotiation records and obligations incurred during the acquisition process.
 - b. State and Agency shall determine a date for certification of right of way and agree to cosign the State's Right of Way Certification form. State and Agency agree possession of all right of way shall occur prior to advertising for any construction contract, unless exceptions have been agreed to by Agency and State.
 - c. State agrees to file all Recommendations for Condemnation at least seventy (70) days prior to the right of way certification date if negotiations have not been successful on those properties.
 6. Relocation:
 - a. State shall perform any relocation assistance, make replacement housing computations, and do all things necessary to relocate any displaced parties on the Project.
 - b. State shall make all relocation and moving payments for the Project.
 - c. State shall facilitate the relocation appeal process.

C. Closing Phase

1. State shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments
2. State shall record conveyance documents, only upon acceptance by appropriate agency.

D. Property Management

1. State shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. State shall dispose of all improvements and excess land consistent with State prevailing laws and policies.

E. Condemnation

1. State may offer mediation if the State and property owners have reached an impasse.
2. State shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
3. State shall perform all legal and litigation work related to the condemnation process, including all settlement offers. (Therefore, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required. Where it is contemplated that property will be obtained for Agency for the Project, such approval will be conditioned on passage of a resolution by Agency substantially in the form attached hereto as Exhibit D, and by this reference made a part hereof, specifically identifying the property being acquired.)
4. When State shall perform legal or litigation work related to the condemnation process, Agency acknowledges, agrees and undertakes to assure that no member of Agency's board or council, nor Agency's mayor, when such member or mayor is a practicing attorney, nor Agency's attorney nor any member of the law firm of Agency's attorney, board or council member, or mayor, will represent any party, except Agency, against the State of Oregon, its employees or contractors, in any matter arising from or related to the Project which is the subject of this Agreement.

F. Transfer of Right of Way to State

When right of way is being acquired in Agency's name, Agency agrees to transfer and State agrees to accept all right of way acquired on the State highway. The specific method of conveyance will be determined by the Agency and the State at the time of transfer and shall

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be coordinated by the State's Region Right of Way Manager. Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agency during the right of way acquisition process, and the Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Agency

When right of way is being acquired in State's name, State agrees to transfer and Agency agrees to accept all right of way acquired on the Agency's facility, subject to concurrence from FHWA at the time of the transfer. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.

For purposes of Exhibits B and C, references to Department shall mean State, references to Contractor shall mean Agency, and references to Contract shall mean Agreement.

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Exhibit C
Federal Provisions
Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public

transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation

will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without

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modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of

the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the

Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a

means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall discriminate on the basis of race, color, national

origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

REQUIREMENT CONTACT OFFICE OF
CIVIL RIGHTS AT (503)986-4354.

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING
DEPARTMENT'S DBE PROGRAM

RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN EXHIBIT D
Right of Way Services

Regions: This portion of the document is unlocked. The LPA should block and copy to incorporate this language into their own standard resolution form **OR** fill in an "attested to" line or signature line at the bottom and use this form.

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A," attached to this resolution and, by this reference incorporated herein; now, therefore

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The (insert title of agency)'s staff and the (Agency's Attorney, Counsel, or District's Counsel (or) (The Oregon Department of Transportation and the Attorney General) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).
4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this ____ day of _____, 20__

City Of Molalla

City Council Meeting



Agenda Category: Consent Agenda

Subject: Resolution 2019-11 Exercising the Power of Eminent Domain for the OR-211 Bicycle and Pedestrian Safety Enhancements Project #17-04

Recommendation: Council Approval

Date of Meeting to be Presented: April 24, 2019

Fiscal Impact: Street Capital Project funds FY 18-19 and FY 19-20

Background:

There is a need to acquire right-of-way in order to complete the bike and pedestrian project on Main Street/Highway 211. In accordance with federal funding and State of Oregon requirements, the City must adopt a Resolution authorizing the power of eminent domain for the Oregon Department of Transportation (ODOT) to perform right-of-way acquisition duties and secure needed right-of-way for OR 211 Bicycle and Pedestrian Improvement project within the city limits. ODOT will follow all federal funding rules and state statutes in negotiation of right-of-way acquisition. If ODOT cannot reach an agreement with a property owner, then eminent domain proceedings provide legal protections for both the property owner and agency for securing needed right-of-way and just compensation for property.

Staff recommends City Council adopt Resolution 2019-11.

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



RESOLUTION NUMBER 2019-11

**A RESOLUTION OF THE CITY OF MOLALLA, OREGON,
EXERCISING THE POWER OF EMINENT DOMAIN FOR THE OR-211
BICYCLE AND PEDESTRIAN SAFETY ENHANCEMENTS PROJECT #17-04**

WHEREAS, the City of Molalla may exercise the power of eminent domain pursuant to City Charter, Chapter II Powers and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the City of Molalla's governing body to accomplish public purposes for which the City of Molalla has responsibility; and

WHEREAS, the City of Molalla has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public; and

WHEREAS, the project or projects known as OR-211 Bicycle and Pedestrian Safety Enhancements Project #17-04 (ODOT K18811) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS, to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A," attached to this resolution and, by this reference incorporated herein; now.

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

Section 1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;

Section 2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;

Section 3. The City of Molalla's staff and the Oregon Department of Transportation and the Attorney General are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to

finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the Molalla City Council.

Section 4. The City of Molalla expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

Section 5. Effective immediately upon passage.

Adopted this 24th day of April, 2019

Keith Swigart, Mayor

ATTEST:

Kelly Richardson, CMC, City Recorder

Date

City Of Molalla

City Council Meeting



Agenda Category: Consent Agenda

Subject: RES 2019-12 System Development Charges Fee Update

Recommendation: Council Approval

Date of Meeting to be Presented: April 24, 2019

Fiscal Impact: Street SDC & Sewer SDC funds

Background:

On February 23, 2019, staff and Donovan Enterprises Inc. provided a summary of the SDC's for transportation and sewer during a scheduled Work Session. The update to the transportation and sewer master plans revised the list of capital improvement projects and associated system development charge needs for the 20-year planning period. On March 10, 2019, staff confirmed the SDC approach and implementation of SDC's with City Council. Resolution 2019-12 updates all of the SDC charges to current values and modifies the transportation and sewer SDC's effective January 1, 2020 and July 1, 2020.

Staff recommends City Council adopt Resolution 2019-12.

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



RESOLUTION NUMBER 2019-12

**A RESOLUTION OF THE CITY OF MOLALLA, OREGON,
REPEALING RESOLUTION 2016-14 EXISTING AND ADOPTING AN
UPDATED SYSTEM DEVELOPMENT CHARGE RATES FOR THE WATER,
SANITARY SEWER, STORMWATER, TRANSPORTATION AND PARK
SYSTEM FOR EACH UTILITY.**

WHEREAS, Chapter 223 of the Oregon Revised Statutes authorizes the City of Molalla to establish System Development Charge methodologies and rates for utilization of eligible public utilities; and

WHEREAS, Chapter 13.14 of the Molalla Municipal Code provides for the establishment and revision of System Development Charges by resolution; and

WHEREAS, the City of Molalla commissioned Donovan Enterprises Inc. to review the existing System Development Charge (SDC) Rates which establishes a revised Capital Improvement Plan for transportation and sanitary sewer infrastructure; and

WHEREAS, Donovan Enterprises Inc. prepared the Wastewater and Transportation System Development Charge Update (April 2019) and City Council adopted the report at the April 24, 2019 City Council meeting; and

WHEREAS, no changes were made to the Methodologies and the Capital Improvement Plan was updated for transportation removing projects that will be constructed by redevelopment on OR 211 and OR 213; and

WHEREAS, a Discussion Item under New Business was held by the City Council on April 10, 2019 and City Council directed staff to increase the SDC fees, as identified in the Donovan Enterprises Inc report, for transportation and sanitary sewer by 50% on January 1, 2020 and 100% on July 1, 2020.

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

Section 1. The revised Rates established in the System Development Charge (SDC) Methodology attached hereto as Exhibit "A" are hereby adopted.

Section 2. The inflationary index shall be applied yearly to the water, stormwater and parks rates based on the Engineering News Record (ENR) cost escalation factor Construction Cost Index (CCI) in accordance with the SDC methodology.

Section 3. The inflationary index shall be applied yearly to the transportation and sanitary sewer after December 31, 2020 based on the Engineering News Record (ENR) cost escalation factor Construction Cost Index (CCI) in accordance with the SDC methodology.

Section 4. Resolution 2016-14 is hereby repealed upon adoption of this Resolution.

Section 5. Effective immediately upon passage.

Adopted this _____ day of _____, 2019

Mayor, Keith Swigart

ATTEST:

Kelly Richardson, CMC, City Recorder

EXHIBIT "A"



**CITY OF MOLALLA
SYSTEM DEVELOPMENT CHARGES (SDC)**

EFFECTIVE APRIL 24, 2019

WATER SYSTEM SDC'S RATE SCHEDULE

METER SIZE	EDU FACTOR	IMPROVEMENT SDC	REIMBURSEMENT SDC	ADMIN SDC (2%)	TOTAL SDC
3/4"*	1	\$3,343	\$619	\$80	\$4,042
1"***	1.67	\$5,571	\$1,032	\$133	\$6,736
1 1/2"	3.33	\$11,142	\$2,064	\$265	\$13,471
2"	5.33	\$17,828	\$3,302	\$423	\$21,553
3"	10.67	\$35,655	\$6,603	\$846	\$43,104
4"	16.67	\$55,710	\$10,317	\$1,321	\$67,348
6"	33.33	\$111,420	\$20,634	\$2,642	\$134,696

* Includes 5/8" x 3/4" and 3/4" x 3/4" meters.

** Single family required to have a 1" meter due to fire sprinkler system requirements shall be charged at the 3/4" meter rate.

SEWER SYSTEM SDC'S RATE SCHEDULE (EFFECTIVE APRIL 24, 2019)

METER SIZE	EDU FACTOR	IMPROVEMENT SDC	REIMBURSEMENT SDC	ADMIN SDC (2%)	TOTAL SDC
3/4"*	1	\$4,817	\$198	\$101	\$5,116
1"	1.67	\$8,029	\$330	\$168	\$8,527
1 1/2"	3.33	\$16,057	\$660	\$335	\$17,052
2"	5.33	\$25,691	\$1,056	\$535	\$27,282
3"	10.67	\$51,382	\$2,112	\$1,070	\$54,564
4"	16.67	\$80,284	\$3,300	\$1,672	\$85,256
6"	33.33	\$160,567	\$6,600	\$3,344	\$170,511

* Includes 5/8" x 3/4" and 3/4" x 3/4" meters.

SEWER SYSTEM SDC'S RATE SCHEDULE (EFFECTIVE JANUARY 01, 2020)

METER SIZE	EDU FACTOR	IMPROVEMENT SDC	REIMBURSEMENT SDC	ADMIN SDC (2%)	TOTAL SDC
3/4"*	1	\$5,312	\$198	\$111	\$5,621
1"	1.67	\$8,853	\$330	\$184	\$9,367
1 1/2"	3.33	\$17,705	\$660	\$368	\$18,733
2"	5.33	\$28,328	\$1,056	\$588	\$29,972
3"	10.67	\$56,656	\$2,112	\$1,176	\$59,944
4"	16.67	\$88,525	\$3,300	\$1,837	\$93,662
6"	33.33	\$177,050	\$6,600	\$3,673	\$187,323

* Includes 5/8" x 3/4" and 3/4" x 3/4" meters.

EXHIBIT "A"

SEWER SYSTEM SDC'S RATE SCHEDULE (EFFECTIVE JULY 01, 2020)

METER SIZE	EDU FACTOR	IMPROVEMENT SDC	REIMBURSEMENT SDC	ADMIN SDC (2%)	TOTAL SDC
3/4"*	1	\$10,623	\$198	\$217	\$11,038
1"	1.67	\$17,705	\$330	\$361	\$18,396
1 1/2"	3.33	\$35,410	\$660	\$722	\$36,792
2"	5.33	\$56,656	\$1,056	\$1,155	\$58,867
3"	10.67	\$113,312	\$2,112	\$2,309	\$117,733
4"	16.67	\$177,050	\$3,300	\$3,607	\$183,957
6"	33.33	\$354,100	\$6,600	\$7,214	\$367,914

* Includes 5/8" x 3/4" and 3/4" x 3/4" meters.

STORM DRAINAGE SYSTEM SDC'S RATE SCHEDULE (EFFECTIVE APRIL 24, 2019)

LAND USE	UNITS	IMPROVEMENT SDC	REIMBURSEMENT SDC	ADMIN SDC (2%)	TOTAL SDC
All Types	EDU	\$891	\$41	\$18	\$950/EDU

* EDU are total square feet of impervious divided by 2,640 square feet. Single Family homes count as 1 EDU.

TRANSPORTATION SYSTEM SDC'S RATE SCHEDULE (EFFECTIVE APRIL 24, 2019)

LAND USE	UNITS	IMPROVEMENT SDC	REIMBURSEMENT SDC	ADMIN SDC (2%)	TOTAL SDC
All Types	TOTAL TRIP ENDS	\$3,374	\$769	\$83	\$4,226/PMPH TRIP

* Units are based on ITE trip manual for adjacent street traffic. Trip generation is based on the higher value of AM or PM Peak Hour trips.

TRANSPORTATION SYSTEM SDC'S RATE SCHEDULE (EFFECTIVE JANUARY 01, 2020)

LAND USE	UNITS	IMPROVEMENT SDC	REIMBURSEMENT SDC	ADMIN SDC (2%)	TOTAL SDC
All Types	TOTAL TRIP ENDS	\$5,966	\$769	\$135	\$6,870/PMPH TRIP

* Units are based on ITE trip manual for adjacent street traffic. Trip generation is based on the higher value of AM or PM Peak Hour trips.

TRANSPORTATION SYSTEM SDC'S RATE SCHEDULE (EFFECTIVE JULY 01, 2020)

LAND USE	UNITS	IMPROVEMENT SDC	REIMBURSEMENT SDC	ADMIN SDC (2%)	TOTAL SDC
All Types	TOTAL TRIP ENDS	\$11,932	\$769	\$254	\$12,955/PMPH TRIP

* Units are based on ITE trip manual for adjacent street traffic. Trip generation is based on the higher value of AM or PM Peak Hour trips.

EXHIBIT "A"

PARKS AND RECREATION SYSTEM SDC'S RATE SCHEDULE (EFFECTIVE APRIL 24, 2019)

USER TYPE	IMPROVEMENT SDC	REIMBURSEMENT SDC	ADMIN SDC (2%)	TOTAL SDC
Residential/Unit	\$2,500	\$0	\$50	\$2,550

Annual Improvement Fee Adjustments using Engineering News Record (ENR) Published Annual Index Changes as approved by City Council: Resolution 2019-12



RESOLUTION NUMBER 2019-04

**A RESOLUTION OF THE CITY OF MOLALLA, OREGON
ESTABLISHING CRITERIA FOR THE SPECIAL EVENTS FEE AND
REMOVING IT FROM THE OLD SCHEDULE.**

WHEREAS, City of Molalla had established a Resolution that incorporated a fee schedule for all departments; and

WHEREAS, The City of Molalla determined the fee schedule is an inaccurate way to track and impose various fees; and

WHEREAS, City staff have now separated the fee schedule per each department to better meet the needs of the City; and

WHEREAS, The City of Molalla does not have clear criteria for the fee associated with coordination and organization of special events; and

WHEREAS, with the increased number and types of special events in the city comes added expenses through supplies, maintenance, wear and tear on City equipment and facilities, and additional City staff hours.

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

Section 1. To set criteria for a daily Special Events Fee of \$1,000.00 only for those special events meeting one of the criteria as follows;

- Special events expecting 1000 or more attendees;
- Serves alcohol in accordance with pre-approved OLCC permitting and Molalla Municipal Code guidelines;
- Request and/or requires utilization of City resources (ie: public works, police, administration, etc.) outside of the City resources' normal duties and/or working hours;

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Section 2. Effective immediately upon passage.

Adopted this _____ day of _____, 2019

ATTEST: _____
Mayor, Keith Swigart

Kelly Richardson, CMC, City Recorder

City of Molalla

City Council Meeting



Agenda Category: Presentation

Subject:	Resolution 2019-08 Police Department Fee Schedule
Recommendation:	Adopt
Date of Meeting to be Presented:	April 24, 2019
Fiscal Impact:	N/A
Submitted By:	Chief
Approved By:	City Manager Dan Huff

<p>Background:</p> <p>These fees were on the fee schedule and each department is updating and removing to become an individual fee Resolution and repealing Resolution 2013-17 Fee Schedule.</p> <p>The following items have been relocated to Resolution 2018-11</p> <ul style="list-style-type: none"> • New Alarms \$30.00 • Alarm Renewal fee \$20.00 • Alarms 65YOA+- \$0.00 <p>In the new Resolution 2019-08 updated descriptions of the fee have been added to clarify what is being charged.</p> <p>The following text has been added to clarify color photo copies;</p> <p>*Person may request any combo of photo sizes on 1 sheet of standard copy paper (1 8x10, 2 5x7, etc.) (\$.50 cents per sheet.)</p> <p>A new fee for research/redaction has been added;</p> <p>**Per ORS and department policy, many pieces of information must be protected and not released to the public (Juvenile information, Social Security Numbers, Dates of births – any personal information). Therefore, it must be redacted/removed from all public record copies to anyone without prior knowledge of said information. On larger/multiple case requests, it can take a substantial amount of time to accomplish this. This fee reflects the hourly rate of</p>
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pay (with benefits) for the support staff to do so. The fee is compiled in 15 min. increments, so the minimum amount is applied. It also can take a substantial amount of time just to research the information being requested. This fee is very rarely charged.



RESOLUTION NUMBER 2019-08

A RESOLUTION OF THE CITY OF MOLALLA, OREGON. REPEALING RESOLUTION 2013-17 AND ESTABLISHING APPROPRIATE ADMINISTRATIVE POLICE DEPARTMENT CHARGES.

WHEREAS, City of Molalla had established a Resolution that incorporated a fee schedule for all departments; and

WHEREAS, The City of Molalla determined the fee schedule is an inaccurate way to track and impose various fees; and

WHEREAS, City staff have now separated the fee schedule per each department to better meet the needs of the City.

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

Section 1. To set the fee schedule for the Molalla Police Department as follows;

Police Department

<u>Fingerprinting</u>	\$20.00	Per Ceard
<u>Vehicle Release Impound Fee</u>	\$100.00	
<u>Alarms - New</u>	\$30.00	Relocated to RES 2018-11
<u>Alarms - Renewal</u>	\$20.00	Relocated to RES 2018-11
<u>Alarms - 65 YOA+</u>	\$0.00	Relocated to RES 2018-11
<u>Special Events - Officer Rate</u>	\$78.00	Per Hour
<u>Special Events - Sergeant</u>	\$86.00	Per Hour
<u>Crime Copy of Police Reports - Per Case</u>	\$15.00	Per Case
<u>Crime Copy of Police Reports - Printed</u>		
<u>Color Photographs*</u>	\$10.00 .50	Per 8.5x11 sheet of photos
<u>Crime Copy of Police Reports -</u>		
<u>Photographs/Audio/Video on CD/USB</u>	\$20.00	Per Device (includes staff time)
<u>Crime Reports - Copy of Audio/Video</u>		
<u>Cassette/Disk</u>	\$20.00	
<u>Hourly research/redaction fee**</u>	\$30.00	Per Hour (at 15 min intervals)

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Section 2. Effective immediately upon passage.

Adopted this _____ day of _____, 2019

Mayor, Keith Swigart

ATTEST:

Kelly Richardson, CMC, City Recorder

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Sections:

Article I. Hearings Officer

- 2.06.010 Appointment.**
- 2.06.020 Qualification—Compensation.**
- 2.06.030 Adoption of rules for conduct of hearings.**
- 2.06.040 Rules of evidence at public hearings.**
- 2.06.050 Challenge of decision.**

~~**Article II. Citizens Advisory Committee**~~

- ~~**2.06.060 Purpose.**~~
- ~~**2.06.070 Appointment and terms of members.**~~
- ~~**2.06.080 Meetings—Quorums—Officers.**~~

Article III. Planning Commission

- 2.06.090 Purpose.**
- 2.06.100 Created—Composition—Compensation.**
- 2.06.110 Terms of members.**
- 2.06.120 Quorum—Rules of procedure.**
- 2.06.130 Meetings—Officers.**
- 2.06.140 Record of proceedings.**
- 2.06.150 Right of parties to present evidence at hearings.**

Article I. Hearings Officer

2.06.010 Appointment.

The City Manager, subject to the approval of the City Council, may appoint a planning and zoning Hearings Officer to serve the City Council. Said Hearings Officer shall conduct hearings, make decisions or recommendations on applications for such matters as approved in this chapter. (Ord. 2018-05 §1)

2.06.020 Qualification—Compensation.

The Hearings Officer shall be a member in good standing of the Oregon State Bar Association and shall be paid such compensation as agreed between such Hearings Officer and the City ~~of Molalla Council~~. (Ord. 2018-05 §1)

2.06.030 Adoption of rules for conduct of hearings.

The Hearings Officer ~~is authorized to adopt shall follow~~ rules of procedure for the conduct of hearings pursuant to this chapter, ~~provided and not in conflict with the Development Code, such rules do not conflict with state law, the City Charter and ordinances, or the Comprehensive Plan. A copy of such rules shall be available for review at no cost or purchase for a nominal fee.~~ (Ord. 2018-05 §1)

2.06.040 Rules of evidence at public hearings.

Public hearings before the Hearings Officer shall be subject to the following rules of evidence: All interested persons shall be allowed to testify. A verbatim record of the proceeding shall be made by written, mechanical or electronic means. This record need not be transcribed except upon review of the record.

A. All evidence offered and not objected to may be received, unless excluded by the Hearings Officer on the Hearings Officer's own motion. Evidence received at any hearing shall be of the quality that reasonable persons rely upon in the conduct of their everyday affairs. Evidence may be received in written form at or prior to the hearing.

B. The Hearings Officer may exclude irrelevant, unduly repetitious, immaterial or cumulative evidence. Any erroneous admission of evidence by the Hearings Officer shall not preclude action or cause reversal on appeal unless shown to have substantially prejudiced the rights of a party.

C. All evidence shall be offered and made a part of the record in the case, except for matters stipulated to and except as provided in subsection B of this section, no other factual information or evidence shall be considered in the determination of the case. Documentary evidence may be received in the form of copies of excerpts or by incorporation by reference.

D. The Hearings Officer may take notice of judicially cognizable facts, and take notice of general, technical or scientific facts within the Hearings Officer's specialized knowledge.

E. Every party is entitled to an opportunity to be heard and present and rebut evidence. (Ord. 2018-05 §1)

2.06.050 Challenge of decision.

A. A party may challenge the Hearings Officer on the grounds of bias, ex-parte contact, or that the Hearings Officer has a legal conflict of interest. A written challenge must be delivered by personal service to the City Recorder and the Planning Department not less than three calendar days preceding the time set for public hearing.

B. A challenge of the Hearings Officer's decision shall be entered in the record of the action. (Ord. 2018-05 §1)

Article II. Citizens Advisory Committee

2.06.060 Purpose.

~~—The purpose of the Citizens Advisory Committee is to assist in determining the community's interest in land use proposals and present such view at public hearings before the Hearings Officer, Planning Commission and City Council. A Citizens Advisory Committee meeting shall be for the purpose of reviewing current land use applications, ordinance and Comprehensive Plan amendments, and preparing written or oral testimony regarding such proposals to be presented at the appropriate public hearing. The Committee is authorized to file appeals from a decision of the city staff or Hearings Officer. The Planning Commission acts as the city's officially recognized Citizen Advisory Committee. (Ord. 2018-05 §1)~~

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2.06.070 Appointment and terms of members.

~~—The Planning Commission is appointed as the Citizens Advisory Committee. At the discretion of the City Council or on petition by resolution from the Planning Commission, the City Council may establish a separate Citizens Advisory Committee. Terms of members shall run concurrently with their membership on the Planning Commission. If a separate Citizens Advisory Committee is established, the Mayor with the consent of the City Council shall appoint to it at least three but no more than seven voting citizens who reside within the city limits. Such appointments shall be for a term of one year and may be terminated at the pleasure of the Mayor with the consent of the City Council. (Ord. 2018-05 §1)~~

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2.06.080 Meetings—Quorums—Officers.

~~—The Citizens Advisory Committee shall operate under the same rules and policies as those established for the Planning Commission. (Ord. 2018-05 §1)~~

Article III. Planning Commission

2.06.090 Purpose.

The purpose of the Planning Commission shall be to conduct the review of the Comprehensive Plan, implement ordinances, hold hearings and make decisions and recommendations to the City Council on major plan and ordinance amendment applications as well as other such matters approved in this chapter. (Ord. 2018-05 §1)

2.06.100 Created—Composition—Compensation.

A. There is created a City Planning Commission for the City of Molalla.

1. The Planning Commission shall consist of the following:

a. Voting Members.

i. A minimum of three but no more than seven members to be appointed as outlined in

Section 2.06.110.

ii. No more than two voting members may be non-residents of the city, provided they live within five miles of City limits. There ~~shall be more residents of the city than non-residents sitting on the board at all times shall always be more residents of the city than non-residents on the Commission.~~

b. City Involvement Seats on the Planning Commission.

~~i. An additional two non-voting members on the board. Non-voting members will be afforded the privileges and rights given to voting members with the exception of voting privileges. Non-voting members shall be given priority consideration for the positions on the Planning Commission as positions become available given that they meet the criteria as set forth in subsection (A)(1)(a) of this section.~~

~~ii. Appointment of non-voting members shall occur as outlined in Section 2.06.110.~~

~~je. It is the policy of the City of Molalla that involving youth in the public decision-making process promotes interest and participation, ~~provides the opportunity to enhance the community's interest in this process for generations to come.~~ Accordingly, the Planning Commission may also have up to two additional non-voting members of high-school age, who must live within the Molalla River School District.~~

~~i. A youth applicant must be 16 years of age or older.~~

~~ii. Meetings may go late into the evening. Students under the age of 18 shall not be allowed to go later than 9:00 p.m. on school nights, or 10:00 p.m. on nights when there is no school the following day. If the staff believes the frequency of Planning Commission meetings will disrupt the student's school work or interfere with the student's school schedule, staff may request the student be absent from certain meetings. Students shall be required to provide proof that their grades are being maintained at a minimum of a "C" average.~~

~~iii. Students will be expected to participate fully in discussions.~~

~~iv. Appointment of non-voting youth members shall occur as outlined in Section 2.06.110.~~

~~d. Individuals interested in serving on the Planning Commission shall meet the following criteria:~~

~~i. Reside within the City of Molalla, except as otherwise provided in this section.~~

~~ii. Not more than two members may have the same occupation.~~

~~iii. Must be a citizen of the United States of America.~~

~~B. The composition of the Planning Commission shall meet the requirements of ORS 227.030. Commission members shall receive no compensation. (Ord. 2018-05 §1)~~

2.06.110 Terms of members.

A. Each member of the Planning Commission shall be appointed as provided in the City Charter to a four-year term. Any vacancies shall be filled-appointed by the Mayor with the consent of the City Council for the unexpired-remaining portion of the term.

B. Unexcused absences from three regular meetings may disqualify a member at which time the Planning Commission may request that the Mayor appoint a replacement. Members shall call, email, or drop-off a letter to staff in order to be excused from regularly scheduled meetings.

C. All appointments to the Commission may be terminated at the pleasure of the Mayor with the consent of the City Council. (Ord. 2018-05 §1)

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2.06.120 Quorum—Rules of procedure.

A. A majority of the voting Commission shall constitute a quorum. The Commission is authorized to adopt rules of procedure for the conduct of its meetings and hearings, provided such rules do not conflict with state law, City Charter, Ordinances, and the Comprehensive Plan. A copy of such rules shall be filed with the City Recorder and made available for inspection to those appearing before the Planning Commission prior to their appearance.

B. When exercising the function of the Hearings Officer, the Planning Commission shall follow the rules of the Hearings Officer in performing said function. A majority vote of the Planning Commission members present shall be sufficient for taking any action authorized by ordinance. (Ord. 2018-05 §1)

2.06.130 Meetings—Officers.

The Planning Commission shall meet on a monthly basis. At the first meeting of each calendar year, the Commission shall select a chair, vice-chair, and a secretary. The chair, or vice-chair in the chair's absence, shall preside over the Planning Commission's meetings and hearings. (Ord. 2018-05 §1)

2.06.140 Record of proceedings.

A record of the proceedings shall be made by electronic recording and subject to retention schedule. A transcript can be made available upon written request within the first year of the proceeding. Summary written minutes will be kept of each meeting of record as a tracking method of the meeting and or hearing of record. (Ord. 2018-05 §1)

2.06.150 Right of parties to present evidence at hearings.

A. At public hearings before the Planning Commission, all interested persons and organizations shall be allowed an opportunity to be heard and to present and rebut evidence.

B. The chair may limit the speaking time allowed for interested parties to five minutes. (Ord. 2018-05 §1)

City of Molalla

City Council Meeting



Agenda Category: Introductions and Awards

Subject:	Introduction of New Employees
Recommendation:	NA
Date of Meeting to be Presented:	April 24, 2019
Fiscal Impact:	NA
Submitted By:	Huff
Approved By:	Huff

Background:
Warm welcome to our newest employees: Cincy Chauran - Senior Accountant Alice Cannon - Senior Planner

City of Molalla

City Council Meeting



Agenda Category: Introduction and Awards

Subject:	Molalla Police Department Officer Swearing In.
Recommendation:	NA
Date of Meeting to be Presented:	April 24, 2019
Fiscal Impact:	NA
Submitted By:	Chief Lucich
Approved By:	CM Huff

Background:

Swearing in of the following Officers;

- 1) Jamil Kassab sworn in as an officer.
- 2) Travis Hill sworn in as an officer.
- 3) Brandon Buchanan sworn in as an officer.
- 4) August Watkins sworn in as a sergeant.
- 5) Christopher Long sworn in as the lieutenant.
- 6) Frank Schoenfeld sworn in as the chief of police.