#### **AGENDA**



# MOLALLA CITY COUNCIL MEETING August 9, 2023 7:00 PM Molalla Civic Center 315 Kennel Ave, Molalla, OR 97038

#### Mayor Scott Keyser

Council President Jody Newland Councilor Terry Shankle Councilor Eric Vermillion Councilor Leota Childress Councilor Crystal Robles Councilor RaeLynn Botsford

In accordance with House Bill 2560, the City of Molalla adheres to the following practices:
Live-streaming of the Molalla City Council Meetings are available on Facebook at
"Molalla City Council Meetings – LIVE" and "Molalla City Council Meetings" on YouTube.
Citizens can submit Public Comment in the following ways: attend the meeting, email the
City Recorder @ recorder@cityofmolalla.com by 12:00pm on the day of the meeting,
or drop it off at City Hall, 117 N. Molalla Avenue.

CALL TO ORDER AND FLAG SALUTE
ROLL CALL
CONSENT AGENDA  A. Meeting Minutes – July 26, 2023Pg. 2
PRESENTATIONS, PROCLAMATIONS, CEREMONIES
PUBLIC COMMENT & WRITTEN COMMUNICATIONS (Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Council does not generally engage in 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.)
PUBLIC HEARINGS
ORDINANCES AND RESOLUTIONS  A. Resolution No. 2023-22: Authorizing City Staff to Conduct a Sole Source Procurement and Adopting Findings of the Staff Report (Corthell)
GENERAL BUSINESS  A. Video Proposal - David Jackson Photography (Botsford)

# 10. COUNCIL COMMUNICATION

9. STAFF COMMUNICATION

11. ADJOURN

Agenda posted at City Hall, 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.



# Minutes of the Molalla City Council Meeting

# Molalla Civic Center 315 Kennel Ave., Molalla, OR 97038 July 26, 2023

#### **CALL TO ORDER**

The Molalla City Council Meeting of July 26, 2023 was called to order by Mayor Scott Keyser at 7:02pm.

#### **COUNCIL ATTENDANCE**

Present: Mayor Scott Keyser, Council President Jody Newland, Councilor Terry Shankle (via telephone), Councilor Crystal

Robles, Councilor Eric Vermillion, and Councilor RaeLynn Botsford.

Absent: Councilor Leota Childress

#### STAFF IN ATTENDANCE

Dan Huff, City Manager; Christie Teets, City Recorder; Mac Corthell, Assistant City Manager; Dan Zinder, Senior Planner; Cindy Chauran; Finance Director.

#### **EXECUTIVE SESSION ANNOUNCEMENT**

Mayor Keyser announced that prior to Regular Session an Executive Session was held pursuant to Oregon Public Record Law, ORS 192.660(2): (h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

This item will be addressed during General Business.

#### APPROVAL OF AGENDA

Staff requested that City Council add a topic to General Business. It is a Letter of Support for Housing Planning Assistance Grants & Associated Projects. This would become item 8A during General Business.

A motion was made by Councilor Botsford to add the Letter of Support for Housing Planning Assistance to General Business, seconded by Councilor Vermillion. Vote passed 6-0, with all Councilors voting Aye.

# **CONSENT AGENDA**

- A. Work Session Meeting Minutes July 12, 2023
- B. City Council Meeting Minutes July 12, 2023

A motion was made by Councilor Robles to approve the Consent Agenda, seconded by Councilor Vermillion. Vote passed 6-0, with all Councilors voting Aye.

#### PRESENTATIONS, PROCLAMATIONS, CEREMONIES

None.

#### **PUBLIC COMMENT**

**Vera Black, Molalla resident,** thanked Fire Fighters and First Responders for their assistance during the fire that was near Heintz, Riding, and Kennel Avenue the week prior. She hopes something will be done about the property of where the fire started being better maintained. Ms. Black also shared that a full-page ad will be in the Molalla Advantage magazine, providing services to community members. This includes meals, transportation, and veteran services.

**Jackie Sue McCoy, Molalla resident,** spoke to Council regarding the railroad property that is parallel to Heintz & Main Street and behind Kennel Avenue, near the Scandia property that caught fire last week, putting risk to residents. Ms. McCoy has been in discussions with City Manager Huff regarding the railroad property. She appreciates the communication from Mr. Huff, however she feels that there is no movement from the railroad company. This area is a heavily trafficked drug area, and Ms. McCoy is wondering what more can be done to encourage the railroad company to properly maintain the area.

**Char Pennie, Molalla resident,** addressed Council with concerns about the recent fire and suspicion of homeless individuals setting the fire.

Mayor Keyser stated that the Fire Department is currently conducting investigations about the previous weeks fire. He encouraged folks not to make assumptions about how it started and to wait for the final report.

#### **PUBLIC HEARINGS**

A. <u>Ordinance No. 2023-07</u>: Changing the Comprehensive Plan to Reflect the Goals and Policy Objectives of the 2022 Housing Needs Analysis and Buildable Lands Inventory with Methodology Appendix

Senior Planner Zinder presented the staff report for the Housing Needs Analysis and Buildable Lands Inventory.

Mayor Keyser opened the Public Hearing for the Housing Needs Analysis ordinance at 7:20pm.

**Mike Simmons, Colton resident,** is in full support of this document. He also feels that schools and parks should be an additional consideration. He feels that additional work with the State will need to be done in order to accomplish this.

Mayor Keyser closed the Public Hearing at 7:22pm.

#### ORDINANCES AND RESOLUTIONS

A. <u>Ordinance No. 2023-07</u>: Changing the Comprehensive Plan to Reflect the Goals and Policy Objectives of the 2022 Housing Needs Analysis and Buildable Lands Inventory with Methodology Appendix

A motion was made by Councilor Botsford to hold the first reading of Ordinance No. 2023-07 by title only, seconded by Councilor Vermillion.

Discussion followed. Council President Newland inquired about why the City would discourage one of the types of housing if the City is trying to create diversity. Asst. City Manager Corthell explained that we have to look at the land as a whole, and the idea is to create a diverse housing situation that is relative to the diverse zoning that takes place in cities. Clarification was that it is not the intention to have only one sort of housing, nor one sort of zone. City Manager Huff stated that higher density zones are used for high density housing, not low density housing. Council President Newland appreciated clarification.

Council President Newland questioned page 52 of the packet, number 23: "The City shall adopt specific goals for low and moderate cost housing to ensure that sufficient and affordable housing is available to households of all income levels that live within the City of Molalla." She wanted to know how we 'ensure' something. Mr. Corthell stated that we cannot, however the language provided in this section is set by the State Housing Policy goals. Mr. Corthell explained that all city rules are superceded by State Law.

Mayor Keyser called for the vote.

Vote passed 6-0, with Councilors Vermillion, Shankle, Newland, Robles, Botsford, and Mayor Keyser voting Aye.

A motion was made by Councilor Botsford to hold the second reading and adoption of Ordinance No. 2023-07 by title only, seconded by Councilor Vermillion. Vote passed 6-0, with Councilors Vermillion, Shankle, Newland, Robles, Botsford, and Mayor Keyser voting Aye.

B. Resolution No. 2023-21: Establishing a Purchasing Policy and Usage of Purchase Orders

Finance Director Chauran introduced the Purchasing Policy and Usage of Purchase Orders to Council. The finance department has a new internal system and Director Chauran is requesting approval.

A motion was made by Council Vermillion to adopt Resolution No. 2023-21, Establishing a Purchasing Policy and Usage of Purchase Orders, seconded by Councilor Robles. Vote passed 6-0, with all Councilors voting Aye.

C. Resolution No. 2023-19: Amending the Council Stipend Policy

City Manager Huff explained to Council that the Stipend Policy requires an amendment. The current policy has amounts paid/reimbursed to Councilers listed. This should be two separate documents. One with the policy regulations, another with the dollor amount listed for monthly reimbursement. Stipends were discussed at the January Goal Setting Conference, budgeted and approved at the May Budget Committee meeting. The amendment is an adjustment to these items.

A motion was made by Council Vermillion to adopt Resolution No. 2023-19, Amending the Council Stipend Policy, seconded by Councilor Robles. Vote passed 6-0, with all Councilors voting Aye.

D. Resolution No. 2023-20: Adjusting the Monthly Reimbursement Amount for City Council

A motion was made by Councilor Vermillion to adopt Resolution No. 2023-20, Adjusting the Monthly Reimbursement Amount for City Council, seconded by Councilor Robles. Vote passed 6-0, with all Councilors voting Aye.

#### **GENERAL BUSINESS**

A. Letter of Support for Housing Planning Assistance Grants & Associated Projects

Asst. City Manager Corthell explained to Council that the letter presented requires a signature by the Mayor, so the City can submit a grant request by the Friday, July 28<sup>th</sup> deadline. Staff was not aware of the deadline until Tuesday, July 25<sup>th</sup>, after the agenda and packet were previously posted.

A motion was made by Councilor Botsford to authorize Mayor Keyser to sign the Letter in Support, seconded by Councilor Vermillion. Vote passed 6-0, with all Councilors voting Aye.

B. Executive Session – Consent Decree Signature

A motion was made Councilor Vermillion to authorize the Mayor and City Manager to sign the Consent Decree discussed during Executive Session, seconded by Council President Newland. Vote passed 6-0, with all Councilors voting Aye.

#### STAFF COMMUNICATION

- Senior Planner Zinder had no report.
- Assistant City Manager Corthell shared the Public Works report, highlighting clean up at an eldery persons home. The
  Ant Farm assisted the City with the efforts. An intern from Ant Farm is starting with the City on Monday. She will
  assist with translating applications and reports into Spanish documents. He reported that the roundabout project at
  Toliver Rd and Hwy 213 is on track. Mr. Corthell shared a Certificate of Outstanding Performance to the City by OHA
  Drinking Water Services. New Water Treatment Plant Manager, Katelynn Niece submitted the requirements and passed
  with flying colors after being with the City for only one month.
- City Manager Huff requested that Council take a moment to look at the new Pickleball Court. He thanked staff for their dedication to helping wherever needed during the fire.
- Finance Director Chauran had no report.
- City Recorder Teets shared with Council that laptops are in. Training will be scheduled for fall, as it is too warm in Council Chambers during the summer.

#### **COUNCIL COMMUNICATION**

- Councilor Vermillion shared the MRSD Board meeting dates. He also announced that National Night Out is coming up on August 1<sup>st</sup>.
- Councilor Shankle had no report.
- Council President Newland announced the Molalla Parks Garage Sales will be in full-swing Thursday, July 27 Saturday, July 29<sup>th</sup>. All monies will go to the Parks Fund.
- Councilor Robles had no report.
- Councilor Botsford announced that the Spot Tavern is hosting a BINGO Fundraiser for the Skate Park, coming up in August.
- Mayor Keyser thanked City staff for their efforts during the fire. He thanked volunteers that showed up to help and is
  proud of how the community rallied during an emergency. Mayor Keyser asked that community members continue to
  sign up for text alerts.

# For the complete video account of the City Council Meeting, please go to YouTube "Molalla City Council Meetings – July 26, 2023"

# **ADJOURN**

Mayor Keyser adjourned the meeting at 8:07pm.

	Scott Keyser, Mayor	Da	nte
ATTEST:			
Christie Teets, CMC City Recorder			

From: <a href="mailto:charpennie@comcast.net">charpennie@comcast.net</a>

To: <u>Christie Teets</u>

Subject: City Council Testimony 7.26.23

Date: Tuesday, July 25, 2023 9:01:48 AM

I would like to read this statement at the upcoming city council meeting. Thank you Christie.

It has been mentioned on several different FB pages – why do we care where the homeless sleep? Be it our "protected wetlands" or our parks. Are we going to solve the problem by moving them?

We are not here to solve a problem that has cumulated over that last century. However, the first step is to enforce the law. Allowing these people to live outside the law not only hurts a community but it also emboldens them to continue more and more egregious behavior against society.

This is highlighted in the fire that was set on Tuesday night in the vacant lot on Heintz Street. Though no one is releasing their thoughts on how this fire started I would say without a doubt in my mind that it has something to do with the homeless living in the vacant facility on that property.

Why is the city not holding the owners of that property accountable for maintaining it? Is it our responsibility as citizens to point out these unattended lots and suffer the consequences of possible wild fires that can spread to housing before something is done?

This is why you cannot allow the homeless to run amuck in a city. Once they get a foothold, they will continue to take more and more resources and behave more like untrained animals...and yes I used the word animals. We are all animals, some of us are housebroken while others are not. Hence the trash I pick up off the streets around town. Is this due to the homeless? Maybe – Maybe not, but the first step is to enforce the law in order to see change and allowing people to live outside in places that have been deemed illegal should be our first step to addressing this issue.

12 pages to City of Molalla JULY 25, 2023

# Comments .... City of Molalla \_Housing Needs Analysis & Housing Production Strategy

The comments are submitted for the City Council's consideration regarding future housing needs in the City of Molalla.

- (1) Current City Residential Code has 3 categories .. R-1/single family' R-2/duplex/R-2/multifamily. The City has not considered or kept up with other cities in Oregon. Attaching portions of Residential Codes from Canby, OR and Silverton, OR. Molalla does not have specific codes to deal with "attached" dwellings, or considerations that 3 or 4 plex buildings could provide housing options (including owner occupied units) and possibly don't require some of the improvements or additional structures required for multi-family apartment complexes. Typically the 3 or 4 plex or common wall buildings have attached garages, have fenced yards, etc.
- (2) Single Family Homes offer the opportunity, which seems to could be included in the set of "American Values" of owning your home. Attaching a few listings from Bear Creek Estates, showing the value when purchased as new construction (2018) and values when sold (2022)

906 Bear Creek Dr - Molalla ..3 BR/2 bath — 1376 Sq. Ft. SOLD 12/21/2018 for \$288,900 SOLD 8/30/2022 for \$415,000

310 Doug Fir Ln - Molalla ...4BR/2.5 bath .. 1882 Sq. Ft. SOLD 12/3/2018 for \$328,900 SOLD 11/10/2020 for \$385,000

Home ownership is the primary way most individuals / families "invest" their income, and provide themselves with a home of their own. The value of the home over time is the primary asset for most families.

Multi-Family buildings, especially those on a large scale as Molalla has experienced in the past several years are typically owned by corporate or Limited Liability companies. The rent of the tenants leaves their bank accounts each month, the tenant does NOT see the "home" where they are living add any value to the tenants long term financial picture. We have many families in Molalla that have ZERO option, but to rent apartments.

Multi-Family buildings typically REMAIN in the ownership of the initial builder or investor. The value of the multi-family building rises over time, but the tax revenue that the City, the School District, or other public entities receives will not increase more than 3% each year.

The Oregon property tax limitation keeps the taxable value (which is different from the market value) from rising more than 3% each year. However, when a property SELLS, the taxable value is re-adjusted by the County Assessor to reflect the sales price. In the cases of residential property, when a home sells to a new owner, the tax value is re-adjusted .. and the increase in value reflects current market/taxable value.. and these readjustments also provided some increase in revenue to cities, schools, public entities paid by property taxes.

In the case of large multi-family complexes, they do not often change hands, the members of the corporation/stock holders/or LLC members may change over time — but the "ownership"

does not change, and these entities (in my opinion) get a real break on property taxes as their taxes can only increase 3% per year.

- (4) Including a few print outs from National Association of Home Builders. These statistics show that single family homes provide more LOCAL JOBS while the homes are being built. They tables also show that Home Owners spend more locally on services, improvements, repairs. A corporate owned multi-family complex typically hires non-local companies to handle repairs, landscaping, painting, HVAC, etc.
- (5) Include Molalla River School District in your plans. As the community grows, it's obvious Molalla needs additional school buildings "in town" so our kids aren't being bused 20-30 (or more?) minutes from home to their school buildings twice each day. Schools should be placed on a 10-20 acre parcel of ground .. depending on number of students, etc. IF the City thinks they can plan traffic and streets for homes, they should also be considering how kids get to schools. If City and MRSD worked together it's likely more kids/families could walk or bike to school on many days. If the City and MRSD don't talk and plan for better traffic conditions we will continue to have traffic/safety issues in town.
- (6) Parks and Open Spaces. Your residents want Molalla to be a livable town .. more parks, walking trails, open spaces. The City should be "acquiring" land for parks, recreation fields, open spaces.

Thank you for your time and consideration.

Carol Maloy 14550 S Claim Rd

Molalla, OR 97038

N. Scott & Carol Maloy do own property within the City limits of Molalla.

Canby, OR

# Chapter 16.20

# R-2 HIGH DENSITY RESIDENTIAL ZONE

(Ord 890 section 20, 1993)

#### Sections:

16.20.010 Uses permitted outright. 16.20.020 Conditional uses.

16.20.030 Development standards.

# 16.20.010 Uses permitted outright.

Uses permitted outright in the R-2 zone shall be as follows:

- A. Uses permitted outright in the R-1.5 zone, subject to the density standards in Section 16.20.030(A);
- B. Single family townhouse dwellings having common wall construction;
- C. Boarding, lodging or rooming house;
- D. Multi-family dwelling;
- E. Manufactured and mobile home or trailer parks, subject to the criteria of Chapter 16.44;
- F. Bed and Breakfast.
- G. Residential Facility for six or more individuals. (Per ORS 197.667(4) and 443.400 (8))

(Ord. 890 section 21, 1993; Ord. 740 section 10.3.21(A), 1984; Ord. 1019 section 9, 1999; Ord. 1080, 2001; Ord. 1514, 2019)

#### 16.20.020 Conditional uses.

Conditional uses in the R-2 zone shall be as follows:

A. A use listed as conditional in the R-1 zone and not listed as permitted outright in section 16.20.010;

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- **B.** Uses listed as permitted outright in the C-R zone (Section 16.24.010), not to exceed 3,000 square feet, and only when part of a Planned Unit Development. All such uses shall be subject to site and design review.
- C. Zero-lot line development for uses otherwise allowed, provided that the minimum side yard setback shall be 7 feet when adjacent to housing with standard setbacks. Prior to building permit approval, the applicant shall submit a copy of a recorded easement for every zero-lot line housing that guarantees rights for the purpose of construction and maintenance of structures and yards. The easement shall stipulate that no fence or other obstruction shall be placed in a manner that would prevent maintenance of structures on the subject lot; and the building placement, landscaping, and/or design of windows shall provide a buffer for the occupants of abutting lots. (Ord. 890 section 22(A)(B), 1993; Ord. 740 section 10.3.21 (B), 1984; Ord. 1080, 2001)

# 16.20.030 Development standards.

The following subsections indicate the required development standards of the R-2 zone:

- A Minimum residential density: New development shall achieve a minimum density of 14 units per acre. Minimum density for a property is calculated by multiplying its area in acres (minus area required for street right-of-way and public park/open space areas) by the density standard. For example, 0.18 acres x 14 units/acre = minimum of 2.52 units. Decimals are rounded to the nearest whole number (e.g., a minimum of 2.52 units becomes a minimum of 3 units). The Planning Commission may modify the density standard if it cannot be met due to existing lot dimensions, road patterns, or other site characteristics.
- **B.** Townhouses with common wall construction must be placed on a maximum 3000 square foot lot in order to meet the density required in this section.
- C. Minimum width and frontage: Twenty feet except that the Planning Commission may require additional width to ensure that all applicable access standards are met.
- D. Minimum yard requirements:
  - 1. Street yard: twenty feet on side with driveway; fifteen feet for all other street sides; except that street yards may be reduced to ten feet for covered porches only. Street yards for multifamily development (3 or more units located on the same property) located adjacent and on the same side of the street to an R-1 (Low Density Residential) or R-1.5 (Medium Density Residential) zone shall establish a front yard setback that is within 5 feet of the front yard setback of the adjacent home in the R-1 or R-1.5 zone but shall not be less than 10 feet from the property line. This standard does not apply if the closest adjacent home has a front yard setback greater than 30 feet.

CITY OF CANBY October 2019 Chapter 16.20 – Page 2

- 2. Rear yard: all corner lots, ten feet single story or fifteen feet two-story; all other lots: fifteen feet single story or twenty feet two-story. One story building components must meet the single story setback requirements; two story building components must meet the two-story setback requirements;
- 3. Interior yard: seven feet, except as otherwise provided for zero-lot line housing.
- 4. Interior and rear yards may be reduced to three feet, or the width of any existing utility easement, whichever is greater, for detached accessory structures erected sixty feet or more from any street other than an alley. The height limitations noted in subsection D.2 below apply to such structures. Utility easements may only be reduced with the approval of all utility providers.
- 5. Multifamily development (3 or more units on the same property) that is adjacent to an R-1 (Low Density Residential) or R-1.5 (Medium Density Residential) zone must provide a minimum 15-foot buffer area between the multifamily development and the R-1 or R-1.5 zoned property. Within this buffer the following applies (see figure 16.20-1):
  - **a.** Site obscuring landscaping shall be required. The Planning Commission may require retention of existing vegetation; installation of a 6-foot minimum height site-obscuring fence with shade trees planted a maximum of 30 feet on center; and/or other landscaping to provide visual buffering.
  - **b.** No active recreation areas (tot lots, swimming pools, etc.) shall be allowed within the 15-foot buffer (garden spaces shall not be considered active recreation areas);
- **6.** Infill standards may also apply. See CMC 16.20.030(D)(3) and CMC 16.21.050.

#### **E.** Maximum building height and length:

- **1.** Principal building: thirty-five feet.
- **2.** Detached accessory structure:
  - a. If located inside the allowed building footprint for the principal building, a detached accessory structure may be up to twenty-two feet tall, as measured to the highest point of the roof.
  - b. If located outside the allowed building footprint for the principal building, a detached accessory structure is subject to a step-up height standard, and is allowed outright only if it meets this standard. The structure shall not exceed eight feet tall, as measured to the highest point of the roof, at a distance of three feet from the property line. The structure may increase in height by one foot vertically for every one foot horizontally away from the three foot line, up to the maximum height of twenty-two feet.

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# Chapter 2.2 RESIDENTIAL (R) DISTRICTS

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2.2.100	Residential districts – Purpose and applicability.
2.2.110	Residential districts – Allowed land uses.
2.2.120	Residential districts – Development standards.
2.2.130	Residential districts – Setback yards – Exceptions, reverse frontage lots and flag lots.
2.2.140	Reserved.
2.2.150	Residential districts – Housing density.
2.2.160	Residential districts – Lot coverage and impervious surfaces.
2.2.170	Residential districts – Building height, measurement and exceptions.
2.2.180	Residential districts – Building orientation.
2.2.190	Residential districts – Architectural design standards.
2.2.200	Residential districts – Special use standards.

#### 2.2.100 Residential districts - Purpose and applicability.

A. Purpose. The residential districts promote the livability, stability and improvement of the city's neighborhoods. The districts are intended to:

- 1. Promote the orderly development of neighborhoods.
- 2. Make efficient use of land and public services and implement the comprehensive plan.
- 3. Designate land for the range of housing types and densities needed by the community, including owner-occupied and rental housing.
- 4. Allow for convenient neighborhood access to parks, schools, places of worship, and other supportive services, compatible with planned residential densities.
- 5. Provide flexible lot standards that encourage compatibility between land uses, efficiency in site design, and environmental compatibility.
- 6. Provide for compatible building and site design at an appropriate neighborhood scale; provide standards that are in character with the landforms and desired architectural character of Silverton.
- 7. Apply the minimum amount of regulation necessary to ensure compatibility with existing residences, schools, parks, transportation facilities, and neighborhood services.
- 8. Reduce reliance on the automobile for neighborhood travel and provide options for walking, bicycling and transit use.
- 9. Provide direct and convenient access to schools, parks and neighborhood services.
- 10. Accommodate acreage residential uses in areas not yet served with urban infrastructure.
- B. Applicability. The land use districts shall be applied consistently with the policies and land use designations of the city of Silverton comprehensive plan text and map. Where the comprehensive plan

allows for the possible application of more than one land use district (i.e., at the time of annexation or any proposed rezoning), the districts shall be applied appropriately based on the following criteria and consistent with the amendment procedures in Chapter <u>4.7</u> SDC. Densities may be transferred or adjusted through the planned development approval process under Chapter <u>4.5</u> SDC, provided the overall density on the site conforms with the density range allowed per the comprehensive plan designation. The purpose of this is to provide for exceptional development designs that conserve open spaces and meet other community planning objectives.

- 1. The single-family residential (R-1) zone is one of the land use districts that implements the single-family residential comprehensive plan land use designation. It is intended primarily for household and group living at densities generally ranging from two dwellings per acre to not more than six dwellings per acre. Hillside properties zoned R-1 shall also be subject to the hillside protection overlay zone provisions under Chapter 2.6 SDC.
- 2. The low density residential (R-5) zone is one of the land use districts that implements the single-family residential comprehensive plan land use designation. It is intended to accommodate a variety of household and group living uses, including attached and detached dwellings, on small and medium-size lots, at densities generally ranging from five dwellings per acre to not more than 10 dwellings per acre. The R-5 district is an appropriate transition between R-1 zoning and higher density residential or commercial districts.
- 3. The multiple-family residential (RM-10) zone is one of the districts that implements the multifamily comprehensive plan land use designation. It is intended to accommodate a variety of household and group living uses, including multiple-family, attached single-family and small-lot detached dwellings, at densities generally ranging from 10 dwellings per acre to not more than 20 dwellings per acre. The RM-10 district is an appropriate transition between R zoning and higher density residential or commercial districts.
- 4. The multiple-family residential (RM-20) zone is one of the zones that is intended to accommodate household and group living uses, including multifamily and attached single-family dwellings, at densities generally ranging from 20 dwellings per acre to not more than 32 dwellings per acre. The RM-20 district provides for a variety of higher density residential living options.
- 5. The acreage residential (AR) zone is intended to provide appropriate regulations governing the division and development of lands designated acreage residential in the comprehensive plan. These are properties which prior to being annexed to the city may have been developed consistent with Marion County's rural regulations. The district allows the continued use of existing rural residential developments provided they do not exceed the environmental and public service capabilities of the area. It also recognizes that properties designated AR are in transition from rural to urban uses. Certain uses, such as farming, that may not be permitted on other lands within the city limits may otherwise be allowed on AR lands. It is not intended to be an alternative zoning designation for lands that are already designated to accommodate future urban development at higher densities. (Ord. 21-04 § 2, 2021; Ord. 08-06 § 3, 2008)

#### 2.2.110 Residential districts – Allowed land uses.

Table 2.2.110.A identifies the land uses that are allowed in the residential districts. The specific land use categories are described and examples of uses are provided in Chapter 1.6 SDC. Land uses may not be modified through a planned development, except as provided in Chapter 4.5 SDC. Table 2.2.110.B specifies the land uses allowed in the acreage residential district.

Table 2.2.110.A - Land Uses Allowed in Residential Districts (R-1, R-5, RM-10, RM-20)

Uses		Status of Us	se in District	
Use Categories (Examples of uses are in Chapter <u>1.6</u> SDC; definitions are in Chapter <u>1.5</u> SDC.)	Single- Family Residential (R-1)	Low Density Residential (R	Multiple- Family Residential (RM-10)	Multiple- Family Residential (RM-20)
Residential Categories				
Household Living				
Single-family detached (does not include cottage cluster developments)	Р	P	Р	Р
Accessory dwelling, per SDC 2.2.200	s	S	S	S
Duplex (2 dwellings on 1 lot)	Р	Р	Р	Р
- More than 1 duplex (4+ units) consecutively attached, per SDC <u>2.2.200</u>	N	DR	DR	DR
Single-family attached (2 or more common-wall single-family dwellings), each on its own lot, per SDC 2.2.200	N	s	s	s
Cottage cluster (2 – 4 single-family dwellings on 1 lot), per SDC <u>2.2.200</u>	N	DR	DR	DR
Manufactured home on individual lot, per SDC 2.2.200, except manufactured home subdivisions	s	s	s	s
Manufactured home park, per SDC 2.2.200				
- Lawfully existing as of November 5, 2008	N/A	N/A	N/A	N/A
- New manufactured home park	N	DR	DR	N
Multifamily (3 or more dwellings on lot), per SDC 2.2.200	N	DR	DR	DR
Shipping container or converted vehicles	N	N	N	N
Group Living				
Group living (dormitories, sororities, fraternities)	N	N	CU	CU
Group care home, per SDC 2.2.200	Р	Р	Р	Р
Group care facility, per SDC 2.2.200	N	N	DR	DR
Group care institution, per SDC 2.2.200	N	N	DR	DR
Commercial Categories				
Bed and breakfast inn	CU+S	CU+S	CU+S	CU+S
Home occupation, per the standards in SDC 2.2.200	S	S	s	s

Address: 906 BEAR CREEK DR, Molalla, OR 97038

Tax ID: 05032944 Area: 146 County: Clackamas

Tax ID: 05032944 Area: 146 County: Clacka
Carol Maloy

503-829-8500

Residential RE/MAX HomeSource

7/25/2023 1:41:06 PM

8 Matches

Hist	Status	Price	Date	Agent	Office	DOM/CDOM
SLD	SLD	\$415,000	8/30/2022	<b>JSUMMERS</b>	CBBN01	11/11
PEN	PEN	\$415,000	8/2/2022	LINEELAI	MRER18	11/11
DAT	ACT	\$415,000	7/22/2022	LINEELAI	MRER18	0/0
NEW	ACT	\$415,000	7/22/2022	LINEELAI	MRER18	0/0
DAT	SLD	\$288,900	3/1/2019	LINEELAI	ORRE09	217/0
SLD	SLD	\$288,900	12/21/2018	LINEELAI	ORRE09	0/0
PEN	PEN	\$288,900	7/27/2018	RWCHRIST	LGIH01	0/0
NEW	ACT	\$288,900	7/27/2018	RWCHRIST	LGIH01	0/0
	SLD PEN DAT NEW DAT SLD PEN	SLD SLD PEN PEN DAT ACT NEW ACT DAT SLD SLD SLD PEN PEN	SLD         \$415,000           PEN         \$415,000           DAT         ACT         \$415,000           NEW         ACT         \$415,000           DAT         SLD         \$288,900           SLD         \$288,900           PEN         PEN         \$288,900	SLD         \$415,000         8/30/2022           PEN         \$415,000         8/2/2022           DAT         ACT         \$415,000         7/22/2022           NEW         ACT         \$415,000         7/22/2022           DAT         SLD         \$288,900         3/1/2019           SLD         \$288,900         12/21/2018           PEN         \$288,900         7/27/2018	SLD         \$415,000         \$/30/2022         JSUMMERS           PEN         \$415,000         \$/2/2022         LINEELAI           DAT         ACT         \$415,000         7/22/2022         LINEELAI           NEW         ACT         \$415,000         7/22/2022         LINEELAI           DAT         SLD         \$288,900         3/1/2019         LINEELAI           SLD         \$288,900         12/21/2018         LINEELAI           PEN         PEN         \$288,900         7/27/2018         RWCHRIST	SLD         \$415,000         8/30/2022         JSUMMERS         CBBN01           PEN         PEN         \$415,000         8/2/2022         LINEELAI         MRER18           DAT         ACT         \$415,000         7/22/2022         LINEELAI         MRER18           NEW         ACT         \$415,000         7/22/2022         LINEELAI         MRER18           DAT         SLD         \$288,900         3/1/2019         LINEELAI         ORRE09           SLD         \$288,900         12/21/2018         LINEELAI         ORRE09           PEN         PEN         \$288,900         7/27/2018         RWCHRIST         LGIH01

7/25/2023 1:40PM



Agent Full Residential

\$288.900 3 bd | 2 / 0 ba | 1035 sqft

906 BEAR CREEK DR Molalla, OR 97038

Unit #: Condo Loc: Status: Sold DOM: 0 List Date: 7/27/2018 **Acres:** 0.09 Year Built: 2018 New MLS#: 18192928

Construction

XST/Dir: Main Street/OR211 and N Hezzie Ln

ShowHrs: Occ: Under Construction Show: Call First LB/Loc/Cmb: N/A Offer/Nego: Seller

Directly

AG: Ron Christian AG Ph: 503-759-7124

AG Cell/Pgr: CoAgent:

**Upcoming Open House:** 

**Upcoming Broker Tour:** 

Private: This home is shown by appointment only. Please call ahead. To schedule a tour please contact the LGI Homes Information Center at Bear Creek at (503) 759-7124

Public: The Bass Floor plan is located within the picturesque community of Bear Creek. This CoPh: beautiful, new one story home features an open floor plan, 2 bedrooms and 2 full baths.

This new home comes with over \$10,000 in upgrades including energy efficient appliances, raised two-panel door, wood cabinetry, nickel hardware and garage. The Bass showcases a master suite with a walk-in closet, fully fenced backyard, and front yard landscaping.

# **Property Details:**

Property Type: Detached

County: Clackamas

Nhood/Bldg: **Area:** 146

Zoning: Elementary: Molalla

Middle: Molalla River

High: Molalla Internet: Y Address: Y No Blog: Y No AVM: Y

Legal: SUBDIVISION BEAR

CREEK 4523 LT 63

Tax ID: 05032944

Warranty: BUILDER

Seller Disc: Exempt

Other Disc: List Type: ER

**Limited Representation:** N

Style: 1 Story

Lot Size: 3,000 to 4,999 SqFt #Supplements: 3

Lot Dimensions: 26'X100'

Lot Desc: Level Open House:

View:

Waterfront: **Body Water:** 

CC&R: Y

55+ w/Affidavit Y/N: N

Roof: Composition

**Parking:** Driveway

**Garage:** 2 / Attached

Foundation:

**Broker Tour:** 

Basement: Crawl Space.

None

Road Surface:

**Unreinforced Masonry** 

**Building:** 

# Residence Information:

**Upper SQFT:** 0

Main SQFT: 1035 Lower SQFT: 0

Total SQFT: 1035

Total Up/Main: 1035

**Additional SQFT:** 

Levels: 1

SFSrc: Blueprint

**Energy Eff. Report:** Exterior: Fiber Cement, Lap RV Description:

Siding

Fireplaces: 0

Green Cert:

# [-] Search Criteria

Property Category = RES MLS# = 20563679

Address: 310 DOUG FIR LN, Molalla, OR 97038

Tax ID: 05032950 Area: 146 County: Clackamas

MLS#	<u>Hist</u>	<u>Status</u>	<u>Price</u>	<u>Date</u>	Agent	Office	DOM C	DOM
2056367	9 SLD	SLD	\$385,000	11/10/2020	MUSCOLAU	BHHN03	2	2
2056367	9 PEN	PEN	\$390,000	9/27/2020	SYPHARDC	PPGR09	2	2
2056367	9 DAT	ACT	\$390,000	9/25/2020	SYPHARDC	PPGR09	0	0
2056367	9 NEW	ACT	\$390,000	9/25/2020	SYPHARDC	PPGR09	0	0
1846015	6 DAT	SLD	\$328,900	12/3/2018	SYPHARDC	PPGR09	45	0
1846015	6 SLD	SLD	\$328,900	11/30/2018	SYPHARDC	PPGR09	0	0
1846015	6 DAT	PEN	\$328,900	10/19/2018	RWCHRIST	LGIH01	0	0
1846015	6 PEN	PEN	\$328,900	10/19/2018	<b>RWCHRIST</b>	LGIH01	0	0
1846015	6 NEW	ACT	\$328,900	10/19/2018	<b>RWCHRIST</b>	LGIH01	0	0

ShowHrs:

Occ: Owner

7/25/2023 1:47PM



Agent Full Residential

\$385,000 4 bd | 2 / 1 ba | 1882 sqft

310 DOUG FIR LN Molalla, OR 97038

Unit #: Condo Loc: Status: Sold **DOM:** 2 List Date: 9/25/2020 **Acres: 0.09** Year Built: 2018 Resale MLS#: 20563679

XST/Dir: Woodburn Estacada Hwy 211-N hezzie

In-Doug Fir In VirtualTour #1

Agent Only AG: Cassi Syphard **AG Ph:** <u>503-412-8537</u> AG Cell/Pgr: 503-412-

**Show:** Appointment

Text Seller's Agent

Offer/Nego: Seller's

Only, Call Seller's Agent,

**LB/Loc/Cmb:** front door

8537

agents please enjoy showing clients that the back fence opens up to the green space for great views.

Public: Are you looking for more space for the growing family, or maybe more space for the CoAgent: homeschooling this year? This home has it for you. With 4 bedrooms and a bonus loft space CoPh: for the kids or parents working from home. Enjoy this new neighborhood and private parks

just for you! This home features a covered porch and open fence for evening and morning views and local wildlife that frequent often. Come check it out today before its gone!

# **Property Details:**

Property Type: Detached

County: Clackamas

Nhood/Bldg:

**Area:** 146 Zoning: r1

**Elementary:** Molalla, Other

Middle: Molalla River

High: Molalla, Other

Internet: Y Address: Y No Blog: N No AVM:

Legal: SUBDIVISION BEAR

CREEK 4523 LT 69 **Tax ID:** 05032950

Warranty:

Seller Disc: Disclosure

Other Disc:

Fireplaces: 0

**Energy Eff. Report:** 

**Exterior:** Fiber Cement

**Green Cert:** 

List Type: ER

**Limited Representation:** N Style: 2 Story, Craftsman

Lot Size: 3,000 to 4,999 SqFt #Supplements: 1

Lot Dimensions:

Lot Desc:

View:

Waterfront:

**Body Water:** CC&R: Y

55+ w/Affidavit Y/N: N

PDF Doc(s): 2

Open House:

**Upcoming Open House:** 

**Broker Tour:** 

**Upcoming Broker Tour:** 

# Residence Information:

Upper SQFT: 1000

Main SQFT: 882 Lower SQFT: 0

Total SQFT: 1882

Total Up/Main: 1882 **Additional SQFT:** 

Levels: 2 SFSrc: trio Roof: Shingle

Parking: Driveway, On

Street

Garage: 2 / Attached

**RV Description:** 

Foundation: Concrete

Perimeter

Basement: Crawl Space

Road Surface:

**Unreinforced Masonry** 

Building:



# Department of Land Conservation and Development

Community Services Division 635 Capitol Street NE, Suite 150 Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518 www.oregon.gov/LCD



February 3, 2023

Dan Zinder Senior Planner City of Molalla 117 N Molalla Ave Molalla, OR 97038

Re: City of Molalla Draft Housing Needs Analysis

Dear Mr. Zinder,

Thank you for sending notice to the Department of Land Conservation and Development (DLCD) of the public hearing for the city's Housing Needs Analysis (HNA). We also appreciate how closely you and your consultant team have been working with DLCD staff on this project, which is partially funded by a grant from DLCD's technical assistance grant program.

We also want to acknowledge the city's efforts to begin a sequential Urban Growth Boundary (UGB) review process to address the land needs that are expected to result from the Housing Needs Analysis. We look forward to working with you through those efforts. Once the sequential UGB review work plan is approved by the DLCD director, the City will be able to formally adopt the HNA. We expect this will occur in late spring or early summer 2023, based on Molalla's plan to submit the sequential UGB work plan to DLCD before the end of February 2023.

Because the Housing Needs Analysis is part of the City's Comprehensive Plan, the City should adopt written findings in a final staff report that demonstrate consistency with the goals and policies of the City's Comprehensive Plan. We also recommend adopting findings demonstrating compliance with statewide planning goals as well as applicable state statutes and rules.

DLCD has reviewed the draft HNA document and has the following comments:

- 1. The department requests opportunity and time to review the Buildable Lands Inventory (BLI). The BLI should provide answers to the following questions as well as demonstrate the methodology used, in general.
  - What criteria were used to identify infill potential parcels? Furthermore, how was middle housing accounted for? Does the analysis assume 3% of existing lots will be developed with a middle housing unit?
  - How were wetlands and other sensitive lands included (or not) in buildable land? These lands may only be considered unbuildable if there are adopted protections that preclude or significantly limit development in those areas. For example, if development is permitted in wetlands, subject to DSL and USACOE approval, they should be considered to be buildable. If locally protected, wetlands would not be buildable.
  - Do "approved projects" identified on the BLI map have building permits yet? If not, they are usually counted as buildable lands, unless those units were included in your existing housing inventory.

- d. Does the analysis use the assumption of 25% of land area needed for future public facilities (right of way, etc)? Or some other percentage?
- 2. The city is opting to follow the "safe harbors" identified in OAR 660-024-0040(8)(f) and listed below.
  - a. A housing mix of 55% LDR, 25% MDR, and 20% HDR, and
  - b. Required overall minimum densities of 5 units/acre, assumed densities for UGB analysis of 7 units/acre, and all residential zones to allow at least 9 units per acre.

Please note that the city will be required to adopt zoning that ensures buildable land in the urban area, including land added to the UGB, cannot develop at an average overall density less than the applicable "safe harbor" required overall minimum density of 5 units/acre. It appears Molalla's current residential density standards may already achieve this minimum density, although the city would need to show the calculations to demonstrate this is the case, at the time of UGB expansion.

As an alternative, you have the option of forecasting your future land needs by zone based on analysis of achieved densities in recent residential developments in each of your zones, instead of using the "safe harbor."

- 3. The HNA assumes a fair amount of multi-family residential development in commercial zones. We urge you to compare development capacity assumed for commercially zoned land compared to recent experience in Molalla, to determine if the proposed 7 units per acre assumption is realistic.
- 4. The final unit count for total housing need should include a discount/allowance for group living to meet a portion of their total residential land needs. Group quarters include such shared housing situations as nursing homes, prisons, dorms, group residences, military housing, or shelters. These residents are typically excluded from the estimated population total, before determining the amount of other types of housing that are needed for non-group households.

We request that in the coming weeks the City makes available the Buildable Land Inventory. DLCD staff will provide a timely review and work with the City if the Department has any concerns about the methodology. Thank you for your good work to plan for future housing needs in Molalla.

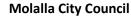
Sincerely,

Gordon Howard

**DLCD Community Services Director** 

Bordon W. Woward

cc. Kelly Reid, DLCD Regional Representative Kevin Young, DLCD Senior Urban Planner





117 N Molalla Ave/PO Box 248 Molalla, OR 97038 Phone 503.759.0205

www.cityofmolalla.com

.....

July 26, 2023

Re: Letter of Support for Housing Planning Assistance Grants & Associated Projects

#### To Whom It May Concern:

The Molalla City Council would like to offer strong support for the City's Housing Production Strategies Project and the City's Housing Efficiency Measures Project. Both projects will serve the interests of the Molalla Community and the State of Oregon by providing potential developers more and better options to build needed housing supply, and to build commercial/industrial development that will provide a wide array of living wage jobs for those in the Molalla Community.

The City of Molalla has been hard at work updating our Housing Needs Analysis and preparing Housing Production Strategies in accordance with HB 2003. That work has tended to show that Molalla has an opportunity to help the state meet its goal of 36,000 new units of housing per year. This year alone, Molalla will see approximately 350 new units of housing. To meet and exceed this total in the future, Molalla must continue to explore all options for housing and the industries that support it. The studies (projects) supported by this grant are the first step in exploring the options for housing and ensuring our strategies and efficiency measures are strong and effective.

Molalla has not explored efficiency measures since the UGB was updated in the 1980's and has never before looked specifically at housing production strategies. DLCD's support, both financially and in terms of experienced consultants would be invaluable not only to the City of Molalla, but to a state with a major housing deficit and goals to fill that need.

Thank you for your time and careful consideration. Awarding these grants to Molalla will directly serve the legislative and gubernatorial intent of these funds and ultimately result in additional housing stock in Molalla and by proxy, the State of Oregon.

Now, therefore, the Molalla City Council authorizes Mayor Keyser to sign this letter of support on behalf of the Molalla City Council.

Sincerely,

Scott Keyser Mayor of Molalla



# **Community Development Department**

315 Kennel Avenue, PO Box 248, Molalla, Oregon 97038 Phone: (503) 759-0205

To: Honorable Mayor & City Council

From: Assistant City Manager, Mac Corthell

Date: July 26, 2023

Re: Monthly Community Development Report

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	_
PUBLIC & PRIVATE INFRASTRUCTURE PROJECTS	
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# **LAND USE & PERMITTING**

# **Planning and Land Use Application Statistics:**

# New Apps 6/27/23 - 07/20/23

- Type I BP Apps –1
- Type I Other Apps 8
- Type II Apps 0
- Type III Apps New- 0
- Type IV Apps 0
- Final Plat 1
- Pre-App Requests 0

# Approvals 6/27/23 - 07/20/23

- Type I BP Apps − 1
  - Residential Units 0
  - $\circ$  Com/Ind Sq Ft 0
- Type I Other Apps 14
- Type II Apps 0
- Type III Apps 0
- Type IV Apps 0
- Final Plat 0
- Pre-Apps Held 0

# Open Apps 7/20/23

- Type I BP Apps − 7
- Type I Other Apps 9
- Type II Apps 4
- Type III Apps 8
- Type IV Apps 5
- Final Plat 1
- Pre-Apps Pending 0

# LONG-TERM PLANNING

# 21-16 Housing Needs Analysis and Production Strategy:

- Housing Needs Analysis This report is in Final Draft form and will go to the City Council for adoption on July 26, 2023.
- Housing Production Strategy The Final Draft of this plan had some minor comments from DLCD. City
  Staff will work on responding to those comments, but may not bring this report for adoption until the
  "Efficiency Measures" stage of the Sequential UGB Analysis as the two action plans are meant to be
  identical.
- All work on this project is required by State HB 2003 and is being funded by a grant from DLCD, with \$5k match from the City.

# 21-16 Urban Growth Boundary

- DLCD Formally Approved Molalla to use the Sequential UGB Process on March 28, 2023.
  - Molalla is the first in the state to use the sequential process.
  - The Sequential process mitigates risk by considering each portion of the UGB studies and expansion separately, thus limiting challenges to the task at hand without delegitimizing the entire process.
- The Housing Needs Analysis is the first step in the Sequential UGB Process.
  - A work plan has been approved to complete the remaining steps over a 3-year period, it is available for viewing on the Molalla Current!
- City staff will be applying for 2 grants from DLCD on 7/28 to keep this UGB work moving forward.

# **Current Long-Term Planning Initiatives:**

- 22-32 Parks Master Plan A potential contractor has been selected and is in the process of submitting a proposal for scope of work.
- 22-31 Stormwater Master Plan Final scope & budget negotiations complete. Expect to see a contract for review and potential approval at the 8/9/23 City Council Meeting.
- 23-02 Emergency Operations Plan The next steps in this process involve conducting meetings with
  the planning committee in August and September to thoroughly review incidents and evaluate the
  command structure. These sessions will enable the city team to identify & agree on areas of
  improvement/command and ensure that the EOP aligns with the specific needs of Molalla. Following the
  completion of these meetings, a rough draft of the EOP will be prepared in September, which will
  undergo further refinement and revisions.
- 23-02 National Hazard Mitigation Plan NHMP-Significant progress has been made in the development of the Natural Hazard Mitigation Plan (NHMP) for the City of Molalla for the 2024 plan. The first draft of the plan has been submitted to the County, and we are eagerly awaiting feedback to further enhance the document. The NHMP has been developed in close coordination with the Capital Improvement Plan (CIP), ensuring that potential local, state, federal grants, and Building Resilient Infrastructure and Communities (BRIC) funds opportunities are thoroughly explored. To actively involve the community, the city has conducted a survey and taken essential steps to engage residents in the NHMP development process. The city council will receive an update on the progress made thus far, showcasing the city's commitment to mitigating natural hazards and promoting resilience within Molalla.

# **CODE COMPLIANCE**

# **Code Compliance Staffing:**

• Officer Murphy has made great progress clearing the backlog of cases, engaging community members, and forging new partnerships!

# **Code Case Statistics:**

# 7/1/22 - 6/27/23

- New Complaints 100
- Current Open Cases 59

# 7/1/22 - 6/27/23

- Cases Closed 75
  - No Violation 17
  - Compliance 37
  - Referred Other Agency 21

# **Code Abatement Support Services:**

Last month the new non-profit in town, Ant Farm, was highlighted as a potential partner. This month we'd like to share some successes:

1. Ant Farm Youth clear property of elderly homeowner free of charge!





# 2. Ant Farm Youth Assist Molalla Code Compliance and Police with Homeless Camp Cleanup!



There is a new service in town for anyone who cannot clean up their code violation <u>due to age, infirmity, or disability.</u> The **Ant Farm** is a non-profit that serves at-risk youth providing them with opportunities for internships, employment, and a full array of services aimed at helping them succeed as they move into adulthood.

Paid services are also available at a fraction of the cost compared to most landscape and trash haul away services. If you are interested in these services on a paid or unpaid basis, please contact Denise at Molalla Ant Farm: <a href="mailto:denises@antfarmyouthservices.com">denises@antfarmyouthservices.com</a> or call (503) 668-7962.

# **ECONOMIC DEVELOPMENT**



# **Completed Projects:**

2022 Enterprise Zone Boundary Expansion (see map ←)

2022 Wayfinding Kiosks & Map

2022 Destination Ready Grant (Kiosks)

2022 Kiosk Art Contest

2022 Travel Oregon Destination Assessment

# **Travel Oregon Destination Ready Action Project:**

- Maps have been printed and are being dropped off at tourist destinations. Molalla will receive a supply on Wed, 8/2/23!
  - -Mt. Hood Territory (Clack Co Tourism) who applied for and administered this Destination Ready process on behalf of the city.
  - **-Travel Oregon** who funded the Destination Ready grant and has been a major partner in providing consultants, and staff to bring this project home.



# **Economic Development Web Page Update!**

• Completion of the Enterprise Zone Expansion triggered the next phase in the City's Economic Development program evolution... a valuable, viable web presence!

# PUBLIC & PRIVATE INFRASTRUCTURE PROJECTS

# **Active Public Project List**

Number	Name	Notes
23-05	Pickleball at Long Park	Project completion in Aug '23
23-02	EOP/NHMP Plans	NHMP draft due 6/30/23, EOP in Planning Process
22-32	Parks Master Plan	Scope negotiations.
22-24	Water Pressure Zoning	Design Phase
22-31	Storm Master Plan	Scope and Budget negotiated, Contract to CC on 8/9/23
22-04	New 2.0mg Water Tank	Pre-Design Phase, Property Acquisition
21-16	HNA/HPS + Sequential UGB	HNA to CC on 7/26/23, HPS and EOA grant apps due 7/28/23
21-15	S Molalla Ave Waterline	Final pre-design work in process
21-10	Molalla Civic Center	Side & Paint complete! Fence and Desk awaiting parts, door
		sensors scheduled by Aug '23, ADA Upgrades in Design
21-09	Yelkus Park	Scope proposal from Architect received and under review
21-02	MFR – Park Road	In design for phase 1, ROW encroachment in negotiation
20-03	Eckerd, Lola, 2 <sup>nd</sup>	Complete!
	Water/Sewer/Street	
19-10	WWTP Upgrade	90% Design Accepted, \$5 mil approved from Capital Committee
		<ul> <li>awaiting final bill, mitigation credit purchased</li> </ul>
18-08	213/Toliver Roundabout	Construction Phase

# **Recently Completed Public Project List**

23-04 Sewer Rate Model Update	23-01 Disk Golf at Ivor Davies
22-35 WTP Auto-Shutdown Upgrade	22-30 WWTP Aeration Basin Bypass
22-25 PD HVAC Repair/Replace	22-20 Toliver at Trinity Waterline
22-15 Mercury TMDL Plan	22-10 WWTP Interim Capacity Study
22-03 Shaver at OR-211 Repair	22-01 City Hall Sewer Main Replace
21-11 Fox Park Playground Equipment	21-06 525 W Main Waterline
21-04 City Hall Upstairs Remodel	19-09 Signal at OR-211/Molalla Ave
17-12 Shirley Curb Extensions Repair	22-26 Temp Allocation in TMDL
20-07 Strawberry Park	18-14 City Shops Decant Facility

# **Active Private Project List**

Number	Name	Notes
23-07	Stoneplace Partition	Partition resulting in S Leroy Ave through to Lowe Rd
23-06	105 Ona Way Multi-Family	In Civil Review
23-03	Molalla Petroleum	Civil Review Complete, site work to begin in near term
22-23	5 <sup>th</sup> St Duplex	In Civil Review
22-16	Starbucks	Building and Civil Construction in work
22-13	Goodwill	Punch list – C of O expected in July '23
22-11	River Meadows Subdivision	Civil Review complete, contractor not on-site at this time
22-09	1000 W Main Multi-Family	In Civil Review, building ongoing
22-07	Cascade Place Multi-Family	Building and Civil Construction in work
22-02	501 E Main St C-Store	Building and Civil Construction in work
19-04	Cascade Center Commercial	Awaiting pavement repairs to release warranty bond
18-16	Hix Tractor Supply	Complete - pending payment for proportion of roundabout
17-20	Sawyer Trucking Frontage	In Design

# **PUBLIC WORKS MAINTENANCE**

# West Lane Paving Project and 3.86 Lane Miles of Crack Sealing





# Water Treatment Plant

# Water System Survey

The Oregon Health Authority Drinking Water Program has certified that the City of Molalla has met the criteria for Outstanding Performance during last month's Water System Survey.

A Water System Survey is an on-site thorough review of the system's water source, treatment, storage facilities, distribution system, operation and maintenance procedures, and monitoring in order to evaluate the system's capability to provide safe drinking water.



# Production

For the month of June, the City of Molalla treated a total of 42 million gallons of water with a 1.4 million gallon daily average. About a 34% increase in water production from this time last year.

Water Production (gallons)				
	June 2022	June 2023		
Total Treated:	31,446,390	42,000,000		
Daily Average:	1,048,213	1,400,267		
Maximum Day:	1,470,100	1,975,000		
Minimum Day:	481,000	966,000		

# Preventative Maintenance

James Clifton performing preventative maintenance on the water system's disinfection metering pump to ensure accurate dosing.



# Regulatory Compliance

Katelynn Niece sampling for the Unregulated Contaminant Monitoring Rule. Environmental Protection Agency requires Public Water Systems to sample a variety of contaminants that may be present in drinking water. EPA's focus this year is on 30 PFAS substances. EPA then uses this data to see if these contaminants occur at concentrations or frequencies high enough to be regulated in the future.



# Operations

Jeff McCrum maintaining the water systems two Trident filters. This time of year both Trident filters are operated at full capacity to ensure water production is meeting the summer demand. Filter operation is monitored throughout the day to confirm efficient particle removal.



# OREGON!

#### CITY OF MOLALLA

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

# **Staff Report**

# **Agenda Category: Resolutions**

August 9, 2023 From: Mac Corthell, Assistant City Manager
Approved by: Dan Huff, City Manager

**SUBJECT:** Resolution 2023-22, Authorization for Sole Source Procurement.

**FISCAL IMPACT:** \$19,600 – included in FY23/24 budget, no special financial impacts.

**RECOMMENDATION/RECOMMEND MOTION:** Staff Recommends Adoption of the Resolution.

Recommended Motion: I move the City of Molalla adopt resolution 2023-22 A RESOLUTION OF THE CITY OF MOLALLA, OREGON AUTHORIZING CITY STAFF TO CONDUCT A SOLE SOURCE PROCUREMENT, AND ADOPTING THE FINDINGS IN THE STAFF REPORT.

#### **BACKGROUND:**

City Staff is requesting local contracting board (City Council) authorization to utilize sole source procurement in the purchase of 100 Orion Meter Ends.

The below laws and associated findings are required prior to initiating a sole source procurement. City staff has proposed findings for adoption/modification/rejection.

#### OAR 137-047-0275

**Sole-source Procurements** 

- (1) Generally. A Contracting Agency may Award a Contract without competition as a sole-Source Procurement pursuant to the requirements of ORS 279B.075.
- (2) Public Notice. If, but for the Contracting Agency's determination that it may enter into a Contract as a sole-source, a Contracting Agency would be required to select a Contractor using source selection methods set forth in either ORS 279B.055 or 279B.060, a Contracting Agency shall give public notice of the Contract Review Authority's determination that the Goods or Services or class of Goods or Services are available from only one source. The Contracting Agency shall publish such notice in a manner similar to public notice of competitive sealed Bids under 279B.055(4) and OAR 137-047-0300. The public notice shall describe the Goods or Services to be acquired by a sole-source Procurement, identify the prospective Contractor and include the date, time and place that protests are due. The Contracting Agency shall give Affected Persons at least seven (7) days from the date of the notice of the

determination that the Goods or Services are available from only one source to protest the sole source determination.

Staff Finding: This purchase would fall under ORS 279B.070, as such the City would not be required to solicit bids or proposals under ORS 279B.055 nor ORS 279B.060. This criterion is not applicable.

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

Staff Finding: This criterion is not applicable.

#### ORS 279B.075

The determination of a sole source must be based on written findings that may include:

(a) That the efficient utilization of existing goods requires acquiring compatible goods or services;

Staff Finding: The City utilizes Badger Meters and they have proven to be compatible only with Orion End Points. As such, the city needs to utilize the compatible Orion End Points to avoid having to fully replace all water meters in question. This criterion is met.

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

Staff Finding: This criterion is not applicable.

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

Staff Finding: This criterion is not applicable.

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

Staff Finding: General Pacific Inc., is the regional distributor of Orion endpoints for Badger Meters. The City is not aware of additional distributors for this region.



Quote

Date: August 1, 2023 Quote # 45139.67

22414 NE Townsend Way PO Box 70 Portland, OR 97024 (503) 907-2876 Fax (503) 489-2103

To: City of Molalla

Email: rlandreth@cityofmolalla.com

Contact: Richard Landreth

Quoted By				
n Pac Wate	r			
Qty	Description	Availability	Unit Price	Extended Price
100	HRE Register, 10' Lead, Twist Tight Connector, Orion ME Endpoint	TBD	\$196.00	\$19,600.00
	•	•	Total	\$19,600

- 1. Standard General Pacific Terms and Condition will apply.
- 2. Prices subject to change without notice.
- 3. There will be a restocking fee for returned Material.
- 4. Special order items are final. (No Returns)
- 5. The customer is responsible for all applicable sales tax
- 6. Payment Terms Net 30

Thank you for your business!



# A RESOLUTION OF THE CITY OF MOLALLA, OREGON AUTHORIZING CITY STAFF TO CONDUCT A SOLE SOURCE PROCUREMENT, AND ADOPTING THE FINDINGS IN THE STAFF REPORT.

**WHEREAS**, Sole Source Procurement is allowed in accordance with the provisions of ORS 279B.075, and OAR 137-047-0275; and

**WHEREAS**, The City has made appropriate findings under the applicable laws and rules to conduct a sole source procurement.

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

**Section 1.** The Molalla City Council hereby adopts the findings in the staff report, and authorizes City Staff to conduct the Sole Source procurement method for all Orion Meter Ends purchased in FY23/24, subject to budgetary authorizations and all applicable laws & rules.

**Section 2.** This resolution is effective upon adoption by the City Council and signature by the Mayor.

Signed this 9th day of AUGUST 2023.		
	Scott Keyser, Mayor	
ATTEST:		
Christie Teets, City Recorder		



# **CITY OF MOLALLA**

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

# **Staff Report**

**Agenda Category: Resolutions** 

August 9, 2023 From: Mac Corthell, Assistant City Manager

Approved by: Dan Huff, City Manager

**SUBJECT:** Project 22-31, Stormwater Master Plan Consultant Contract

**FISCAL IMPACT:** \$303,798 split between FY23/24 & FY24/25

#### **RECOMMENDATION/RECOMMEND MOTION:** Adopt.

I move the City of Molalla adopt resolution 2023-23 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR STORMWATER MASTER PLANNING SERVICES

#### **BACKGROUND:**

Molalla's stormwater master plan was last updated in December 2003, nearly 20-years ago.

While master plans for infrastructure system typically utilize a 20-year planning window, they are updated or overhauled every 10-years, so Molalla's plan is actually 10-years overdue. This is because the plan, when written, cannot anticipate exact development patterns, changes in law/regulation, and or changes in weather patterns that may impact a particular system.

Additionally, Molalla's existing plan contains multiple deficiencies in the areas of capital planning, stormwater maintenance, and system development charges – to name the most impactful.

The new plan proposed herein will be a nearly complete overhaul of the City's existing stormwater plan that corrects existing deficiencies and puts Molalla on an appropriate footing as the community expands.



# A RESOLUTION OF THE CITY OF MOLALLA, OREGON AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR STORMWATER MASTER PLANNING SERVICES

WHEREAS, The City of Molalla's Stormwater Master Plan was adopted in December, 2003; and

**WHEREAS**, Master Planning Documents typically utilize a 20-year planning horizon, but need to be updated every 10-years to account for changed circumstances and regulations; and

**WHEREAS**, City Staff has complied with all applicable rules of public procurement and public contracting; and

WHEREAS, The proposal from Keller Associates, Inc., was selected after an arduous process that included review & grading of proposals from three consultants; and

WHEREAS, City staff and the consultant have worked together to tailor a scope and budget to meet Molalla's Stormwater planning needs.

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

**Section 1.** The City Manager is authorized to execute the contract, attached hereto as Exhibit A and incorporated herein by reference, for personal services between Keller Associates, Inc., and the City of Molalla for Stormwater Master Planning Services.

**Section 2.** This resolution is effective immediately upon passage by the City Council and execution by the Mayor.

Signed this 9th day of AUGUST 2023.		
ATTEST:	Scott Keyser, Mayor	
Christie Teets, City Recorder		

# CITY OF MOLALLA, OREGON PERSONAL SERVICES AGREEMENT

The City of Molalla, Oregon ("City") and <u>Keller Associates</u>, <u>Inc.</u> ("Consultant") enter into this Agreement on 1<sup>st</sup> day of August 2023 ("Effective Date").

WHEREAS, City and Consultant believe it in their respective and mutual interests to enter into a written Agreement setting out their understandings concerning Consultant's provision of providing a Stormwater Master Plan as more fully set out in Exhibit A attached hereto.

#### 1. Term

This Agreement runs from the Effective Date through and including December 29, 2025 unless sooner terminated consistent with the provisions of this Agreement or extended through a written amendment.

#### 2. Consultant's Service

The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit "A". All provisions and covenants contained in Exhibit A are incorporated by reference and are a part of this Agreement as if fully set forth.

Any conflict between this Agreement and Exhibit A shall be resolved first in favor of this written Agreement. Consultant will, in the rendering of services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered. The parties may only change the scope of services through written Amendment.

#### 3. Consultant Identification

Consultant's employer identification number, as designated by the Internal Revenue Service, is 45-0574227.

#### 4. Compensation

City agrees to pay Consultant at the times and in the amounts set out in Exhibit "A". The total amount payable will not exceed three hundred three thousand seven hundred ninety eight (\$303,798.00).

#### 5. Project Managers

City's Project Manager is Dewayne Kliewer. Consultant's Project Manager is Ryan Retzlaff. Each party shall give the other written notification of any change in their respective Project Manager(s).

#### 6. Project Information

Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities and persons involved in or associated with the Mololla Stormwater Master Plan ("Project") for which the Consultant's services are provided.

No information, news or press release(s) related to the project shall be made to representatives of newspapers, magazines, television and/or radio stations or any other news medium without the prior authorization of City's Project Manager.

#### 7. Duty to Inform

Consultant shall give prompt written notice to City's Project Manager if at any time during the performance of this Agreement, Consultant becomes aware of actual or potential problems, faults or defects in the Project, any nonconformity with the Agreement or with any federal, state or local law, rule or regulation or has any objection to any decision or order made by City.

Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim and shall not constitute a waiver of any of City's rights.

#### 8. Consultant is Independent Contractor

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. Consultant hereby expressly acknowledges and agrees that as an independent contractor, Consultant is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Consultant shall not affect his/her independent ability (or the ability of his/her/its insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

#### 9. Overtime

Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC§201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

#### 10. Indemnity and Insurance

- i. <u>Indemnity</u>: Consultant acknowledges responsibility for any and all liability arising out of the performance of this Agreement and shall hold City harmless from and indemnify and defend City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent resulting from Consultant's negligent acts, omissions, activities or services in the course of performing this Agreement.
- ii. <u>Liability Insurance</u>: Consultant shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Consultant, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than Two Million dollars (\$2,000.000.00) combined single limit per occurrence. Such insurance shall name City as an additional insured.
- iii. <u>Errors & Omissions Insurance</u>: Consultant shall maintain professional liability insurance in the amount of not less than \$2,000,000 per claim. Consultant shall keep in force the professional liability policy for at least 24 months after the expiration of the Agreement with City. In any case, Consultant shall notify City in the event of a cancellation or reduction in limits. Unless such cancellation or reduction is immediately cured by Consultant, such cancellation or reduction constitutes a breach of this Agreement.
- iv. Workers' Compensation Coverage: Consultant certifies that Consultant has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407, or as a self-insured employer. Consultant shall provide to City within ten (10) days after Agreement award a certificate of insurance evidencing overage of all subject workers under

Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Consultant is self-insured.

- v. <u>Certificates</u>: Consultant shall furnish City certificates evidencing the date, amount, and type of insurance required by this Agreement. All policies will provide for not less than thirty (30) days' written notice to City before they may be canceled.
- vi. <u>Primary Coverage</u>: The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess.

#### 11. Work is Property of City

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Consultant under this Agreement shall be the property of City. Notwithstanding the forgoing, Consultant retains a right to reuse work products on future Consultant projects. Additionally, City is solely responsible for any liabilities that may result from the City's own modification of work products created by Consultant under this Agreement.

#### 12. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon, without regard to conflict of laws principles. Venue shall be in Clackamas County, Oregon.

#### 13. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

#### 14. Extra or Changes in Work

Only the City Manager or Project Manager may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

#### 15. Successors and Assignments

- i. Both City and Consultant bind themselves and any partner, successor, executor, administrator, or assign to this Agreement.
- ii. Neither City nor Consultant shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the other party. Except for subconsultants identified in Exhibit A, Consultant must seek and obtain City's written consent before subcontracting any other part of the work required of Consultant under this Agreement. Any assignment, transfer or subcontract attempted in violation of this subparagraph shall be void.

#### 16. Records

i. Consultant shall retain all books, documents, papers and records directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

Page 3 – Personal Services Agreement City of Molalla and Keller Associates, Inc. ii. Consultant shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers or records subject to the foregoing retention requirement.

#### 17. Breach of Agreement

- i. Consultant shall remedy any breach of this Agreement within the shortest reasonable time after Consultant first has actual notice of the breach or City notifies Consultant of the breach, whichever is earlier. If Consultant fails to remedy a breach consistent with this paragraph, City may terminate that part of the Agreement affected by the breach upon written notice to Consultant, may obtain substitute services in a reasonable manner.
- ii. If the breach is material and Consultant fails to remedy the breach in accordance with this paragraph, City may declare Consultant in default and pursue any remedy available for a default.
- iii. Pending a decision to terminate all or part of this Agreement, City unilaterally may order Consultant to suspend all or part of the services under this Agreement. Should City terminates all or part of the Agreement pursuant to this paragraph, Consultant shall be entitled to compensation only for services rendered prior to the date of termination but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Consultant to resume those services, Consultant shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- iv. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Consultant, including but not limited to, amounts owed under this or any other Agreement between Consultant and City.

#### 18. Mediation/Trial without a jury

Should any dispute arise between the parties to this Agreement concerning their respective obligations of either or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees in both mediation and litigation.

#### 19. Termination for Convenience

The City may terminate all or part of this Agreement at any time for its own convenience by written notice to Consultant. Upon termination under this paragraph, Consultant shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Consultant's reasonable costs actually incurred in closing out the Agreement. Consultant is not entitled to special or consequential damages upon termination, including lost profits.

#### 20. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement shall vest in the City. Consultant shall execute any assignment or other documents necessary to effect this paragraph. Consultant may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Consultant shall

Page 4 – Personal Services Agreement City of Molalla and Keller Associates, Inc. transfer to the City any data or other tangible property generated by Consultant under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.

#### 21. Payment for Labor or Material

Consultant shall make payment promptly, as due, to all persons supplying to Consultant labor or material for the prosecution of the work provided for in this Agreement. (ORS 279B.220)

#### 22. Contributions to the Industrial Accident Fund

Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

#### 23. Income Tax Withholding

Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS279B.220)

#### 24. Payment of Claims by City

If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subcontractor by any person in connection with this Agreement as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Consultant pursuant to this Agreement. The City's payment of a claim under this Paragraph shall not relieve Consultant or Consultant's surety, if any, from responsibility for those claims.

#### 25. Hours of Labor

Consultant shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 et. seq.)

#### 26. Workers' Compensation

Consultant is a subject employer that will comply with ORS 656.017. Consultant warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Consultant shall indemnify City for any liability incurred by City as a result of Consultant's breach of the warranty under this Paragraph. (ORS 279B.230)

#### 27. Medical Care for Employees

Consultant shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Consultant's employee(s), all sums which Consultant agrees to pay for such services and all monies and sums which Consultant collected or deducted from the wages of employees pursuant to any law or contract for the purpose of providing or paying for such service. (ORS 279B.230)

Page 5 – Personal Services Agreement City of Molalla and Keller Associates, Inc.

#### 28. Modification / Amendment

Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of City and Consultant.

#### 29. No Waiver of Legal Rights

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

#### 30. Agreement is Personal

City and Consultant are the only parties to this Agreement and the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give or shall be construed to give any benefit or right (directly or indirectly) to third person(s) unless such third person(s) are individually identified by name in this Agreement (or by written Amendment) and expressly described as intended beneficiaries of the Agreement's terms.

#### 31. Integration

This Agreement contains the entire agreement between City and Consultant and supersedes all prior written or oral discussions or agreements regarding the same subject.

[SIGNATURES ON FOLLOWING PAGE]

City of Molalla, Oregon	Consultant 8/1/2023
City Manager	James Bledsoe, Principal

# Exhibit A CITY OF MOLALLA STORMWATER MASTER PLAN SCOPE OF WORK

#### **BACKGROUND**

The City of Molalla (City) desires to complete a master plan for their stormwater system. Stormwater runoff is collected from approximately 2.26 square miles or 1,446 acres of land in the Bear and Creamery Creek watersheds. The collection system is comprised of approximately 30 miles of pipe, an unknown length of open channels and over 1,600 storm structures, including manholes, catch basins, ditch inlets, and outfalls. Planning objectives include identifying existing deficiencies, evaluating improvement alternatives, developing a master plan, capital improvement plan for the 20-year planning period, and evaluating the storm water utility rate, system development charges (SDCs), and fee-in-leu charge. The planning effort will be paid for with City funds.

The following engineering services will be provided by Keller Associates, Inc. (Consultant):

#### **SCOPE OF WORK**

#### **TASK 1: PROJECT MANAGEMENT & MEETINGS**

#### Consultant Responsibilities

1.1 Project Management. Provide general project administration services including: contract administration, project accounting, project update and coordination meetings will occur every two weeks, scheduling, monthly progress reports, and internal project administration. The Consultant will keep in regular contact with the City via written and verbal communications. Provide an initial comprehensive project schedule that identifies start and stop dates, anticipated task durations, and scheduled reviews. Consultant will provide the City with two updated schedules during the project.

#### City Responsibilities

- Provide meeting space for project meetings. Provide advertising where required.
- Provide funding administration services if required.

#### **Assumptions**

- Project management budget assumes a planning schedule of up to 18 months.
- Coordination meetings will be virtual via MS Teams unless otherwise noted and have a duration
  of one half hour twice a month. One consultant will attend with other team members attending
  as needed.
- Should City request additional meetings or require an extended schedule, project management budget will be increased accordingly.

#### Deliverables

- Monthly progress reports including monthly invoicing to reflect budget spent and work completed by task.
- Project meeting agendas and minutes.
- Project schedule.

#### TASK 2: PROJECT KICKOFF AND DATA COLLECTION / REVIEW

Consultant Responsibilities

2.1 <u>Kickoff Meeting</u>. Prepare for and attend a project kickoff meeting with the City. The purpose of this meeting will be to establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the study, discuss available data and published materials that will be made available by the City, and review process for deliverables including process for City review and approval.

#### 2.2 Collect, Compile, and Evaluate Existing Data

- a. Request for information. A request for information will be prepared by the Consultant describing the information needed including, but not limited to, the following items:
  - Available record drawings and other stormwater maps.
  - Historical rainfall data in spreadsheet format
  - Previous reports or studies relating to the stormwater system. Stage-storagedischarge relationships for detention basins
  - Base mapping, including roadways, parcel lines, political boundaries, land use, topographic contours, current aerial imagery, stormwater facility locations, open channel segments, detention/retention facilities, underground injection controls, outfalls, and pipelines (along with material, size, and age attributes) to be provided in GIS format
  - Population growth projections, land use, anticipated development densities, and anticipated growth areas
  - City-specific requests for planning criteria
  - List of known collection system issues and planned improvements, including locations with historical flooding challenges
- b. Data Review. Review data, reports, record drawings, and documents.
- c. Facility Tour and Staff Interviews. Complete a site tour with City's operation staff of the key drainage facilities and sites including known problem areas identified by City staff, interview City staff, and note known and observed problems for modeling purposes. This site tour will occur in conjunction with the Kickoff Meeting.
  - Conduct in-person interviews with individual stormwater staff members to discuss staff duties, estimated level of effort for various operations/maintenance activities, training, challenges, deficiencies, and concerns pertaining to the collection system. Summarize discussions and incorporate findings into draft report.

#### 2.3 GIS Data Analysis

a. Review existing GIS data and identify data gaps. Assist in prioritizing data needs based on anticipated pipelines to be modeled. For budgeting purposes, two rounds of data review and analysis are anticipated.

- 2.4 Flow Monitoring. Develop a flow monitoring plan to collect data to be used in model calibration. Provide flow monitoring for up to two locations for a period of three months at each location. Budget includes providing flow metering equipment (\$1,100/meter/month). Prepare and calibrate flow monitoring equipment for installation and provide one Consultant staff to support during installation and removal of equipment. Flow monitoring is expected to last two months. Metering equipment will be removed once two significant events have been collected. One Consultant staff will visit each flow monitoring site once a month during flow monitoring operations to check on equipment and download data. Flow monitoring is anticipated to be completed during the wet weather period of the winter 2023-2024.
- 2.5 <u>Documentation</u>. Prepare draft document section, summary tables, and figures to be incorporated into final master plan document following city review.

#### City Responsibilities

- Provide requested data within two weeks of request. Complete field work to collect additional information as required.
- Provide input on residential and non-residential growth projections and distribution. Provide input on City-specific planning criteria.
- Provide operations and maintenance staff for interviews.
- Perform confined space entry and traffic control for installing flow monitoring equipment per OSHA permitting requirements. Accompany Consultant during equipment check and data download operations. Be responsible for traffic control (if required).

#### **Assumptions**

- Consultant is entitled to rely on the information provided by others without the need to independently verify the accuracy or completeness.
- Kickoff meeting will be in person and have a duration of 2 hours with up to two Consultants.
- Facility tour and staff interviews will be up to 8 hours in duration with two Consultants.

#### Deliverables

- Requests for Information.
- Kickoff meeting agenda and notes
- Survey needs figure.
- Draft master plan document section, summary tables and figures.

# TASK 3: PLANNING CRITERIA DEVELOPMENT (ENGINEERING STANDARDS, CODE AND COMPREHENSIVE PLAN REVIEW)

#### Consultant Responsibilities

3.1 Review Municipal Code (Title 13 and 17) Public Services and Development Code. Review documents: Title 13 – Public Services and Title 17- Molalla Community Development Code. The City's Comprehensive plan will also be reviewed as it applied to land use and development. Review existing code for new development as they pertain to the stormwater conveyance and treatment. Identify deficiencies and develop recommendations for updates with consideration for agreement with city design standards.

- 3.2 <u>Review Engineering Design Standards</u>. Review and summarize current design standards. Identify and summarize recommended updates to design standards. Recommendations will include changes needed to align with anticipated future NPDES requirements and meet City goals and objectives. Additionally, recommendations will include changes such that design standards are in alignment with City code and updated per anticipated needs associate with new Fee-In-Lieu.
- 3.3 Regulatory and Planning Criteria Summary. Review and summarize current regulatory requirements and planning criteria that may influence operation, maintenance, and capital improvements of the existing stormwater system. Identify and summarize additional City planning criteria.
  - Consultant shall review the potential impacts of HB2001 to assess to what degree it will impact the CITY's stormwater design standards. Consultant shall also provide analysis and recommendations for potential impacts of HB2001 to the City's existing and future stormwater collection, conveyance, treatment and discharge capacities and related regulatory permit compliance.
- 3.4 <u>Establish Level of Service</u>. Based on currently regulatory requirements, City code, planning criteria, and design standards, the level of service criteria will be established for evaluation and analysis of the city's stormwater infrastructure. This will include capacity, condition, flooding, water quality and flow control, and maintenance.
- 3.5 <u>Documentation</u>. Prepare draft document section, summary tables, and figures to be incorporated into final master plan document following city review.

#### City Responsibilities

Review and comment on draft documents.

#### **Assumptions**

- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- Consultant services do not include legal services. Developing draft language and development details for revisions to the comprehensive plan, municipal code, and City standards is not included in this scope of work. Consultant can provide draft language and design standards as an additional service.

#### **Deliverables**

• Draft master plan document section, summary tables and figures.

#### **TASK 4: MODEL DEVELOPMENT AND TECHNICAL ANALYSIS**

#### Consultant Responsibilities

4.1 <u>Hydrology Development</u>. Develop existing conditions model hydrology based on basin geometry, time of concentration calculations, design storm events, land use and soil runoff characteristics. Utilize available contour and GIS data to delineate sub-basins within the study area. Utilize available NRCS soils data to develop hydrologic parameters. Review available land use data and aerial imagery to identify runoff characteristics.

Future condition hydrology will be developed based on updated existing hydrology by incorporating future growth and full buildout of the city following city zoning, land use and anticipated development.

- 4.2 <u>Existing Conditions Assessment</u>. Complete an existing conditions assessment of the collection system. This is anticipated to utilize available pipe material, age, and condition information from observations, CCTV summary reports, and City staff interviews. Based on this information, summarize general system conditions and identify recommended improvements.
- 4.3 <u>Develop Hydraulic Model</u>. Use existing GIS mapping, model, and field survey data (completed as part of Task 10), to develop a collection system model. Model lines will be limited to trunklines 12 inches in diameter and larger as well as system components for known problem areas previously identified by City staff.
- 4.4 <u>Model Calibration</u>. Compare existing model results to collected flow data, Task 2.4, and adjust model parameters such that model results more closely reflect observed peak flow conditions. Model calibration will be completed for up to two storm events.
- 4.5 Existing System Evaluation and Establish Design Storm Events. Exercise computer model to evaluate the existing system hydraulic capacity. Evaluate system for remaining capacity, pipeline surcharging, and ponding based on the hydraulic capacity of the pipelines and open channel conveyance. Utilize NOAA data and City input to define design storm events. For budgeting purposes, up to four design storms (i.e. 2-year, 10-year, 25-year, and 100-year storm) will be considered.
- 4.6 <u>Future System Evaluation</u>. Exercise computer model with future hydrology to evaluate conveyance infrastructure for anticipated future flows. It is assumed that development policies for onsite detention/retention will be such that future peak flows will not exceed existing peak flows and so no additional future modeling scenarios will be developed. Develop basin delineation and trunk lines for future expansion areas. Where basins shift for the future expansion areas, the model will be updated to reflect these adjustments.
- 4.7 <u>Model Result Tables</u>. Prepare tables and corresponding figures for model results of existing and future conditions, if evaluated. Tables will present basic model input with peak flows and conveyance infrastructure capacity. Corresponding maps will be prepared to locate infrastructure.
- 4.8 <u>Documentation</u>. Prepare draft document section, summary tables, and figures to be incorporated into final master plan document following city review.

#### City Responsibilities

Provide input and review planning criteria on Consultant provided materials.

#### **Assumptions**

- No environmental work covered under this scope, including field work such as wetland delineations, biological assessments, and cultural resource surveys.
- CCTV reports will be reviewed if available. No CCTV video will be reviewed.
- The study area includes approximately 1,446 acres within the city and includes those areas draining into the Urban Growth Boundary (hydrological evaluation only) and discharging to one of the larger waterways.
- Hydraulic analysis will assume typical pipeline roughness and no pipeline obstructions. Also, assume free outfalls for outfalls to be modeled. Typical open channel sections will be used as needed to maintain continuity of a collection system when channel geometry is not available.
- No geologic site reconnaissance of the proposed pipeline trunk routes is included in this scope and budget.

- More detailed explorations or analyses performed during predesign or final design phases could result in new information which impacts the geotechnical assumptions made based solely on the geologic and hazard maps developed by others.
- Rain gage data at WWTP or similar will be available for documenting storms through the 2023-2024 winter. If a rain gage with 15-minute data in close proximity to the city is not available, the Consultant can provide a weather station.

#### **Deliverables**

- Draft plan section, including draft base maps.
- Existing and future conditions models in EPA SWMM format.
- Model result tables with corresponding figure

#### TASK 5: STORMWATER SYSTEM MAINTENANCE

- 5.1 <u>Stormwater System Maintenance Plan</u>. For each major system component (i.e. swales, pipelines, catch basins, and detention facilities) identified, the Consultant shall develop an estimated annual cost to maintain the CIP projects, identified in Task 8, in consultation with City staff. Consultant shall provide a description of the estimating methodology, assumed unit costs and basis of the unit costs. The maintenance effort identified in this task will be integrated into a comprehensive program outlined as part of Task 8.5.
- 5.2 <u>Documentation</u>. Prepare draft document section, summary tables, and figures to be incorporated into final master plan document following city review.

#### City Responsibilities

 Provide input, review recommendations, and provide input to the development of flood risk evaluation on Consultant provided materials.

#### **Assumptions**

No new data will be collected for this task.

#### **Deliverables**

Draft plan section, including draft base maps.

#### **TASK 6: STAFFING LEVEL ANALYSIS**

#### Consultant Responsibilities

- 6.1 <u>Interview Staff Materials</u>. Prepare materials and questionnaire to review City staffing levels as part of interviews conducted as part of Task 2.
- 6.2 <u>Summarize Existing Staffing Levels</u>. Document existing full-time equivalent staffing level committed to the City's stormwater system.
- 6.3 <u>Develop Staffing Level Recommendations</u>. Where existing staffing levels are felt to be inadequate to perform recommended activities identified in CIP and programs, Consultant will estimate additional staffing efforts in terms of equivalent full-time employees per industry standards.
- 6.4 <u>Documentation</u>. Prepare draft document section, summary tables, and figures to be incorporated into final master plan document following city review.

#### City Responsibilities

• Provide review and comments on draft materials.

#### **Assumptions**

 Recommended staffing will be based on industry standard staffing, previously documented staffing needs, and professional judgment.

#### **Deliverables**

Draft plan section

#### **TASK 7: FINANCIAL ANALYSIS**

7.1 <u>Fee-In-Lieu-of-Construction Program</u>. Utilizing the services of Steve Donovan, the Consultant shall evaluate and make recommendations for the option of a fee in lieu of construction (FILOC) program.

FILOC can either be a regulatory requirement or a development option that enables the surface water management program to offer developers the opportunity to construct on-site detention facilities in accordance with the established design criteria or pay a fee into a fund dedicated to the construction of an off-site (regional) detention facility serving multiple properties. While this approach is not specifically authorized in Molalla Municipal Code (MMC) Chapter 13.13 (Surface Water Management), it could be implied within the definition of fees and rates codified MMC 13.13.030.

A Fee-in-Lieu will be charged for developments that meet the criteria of the City's "Design and Construction Standards" and are not able to build onsite stormwater management approaches to address either water quality and/or hydromodification for all or a portion of the site. The FILOC charge, will be calculated based on the amount of unmanaged impervious surface on the site. Projects that only meet the water quality or the hydromodification requirement will pay the corresponding FILOC. Developments that do not construct either an onsite water quality approach or hydromodification approach will pay the combined FILOC.

7.2 System Development Charge Policy Update.

The Consultant shall evaluate and recommend updates to the City's Stormwater System Development Charge (SDC) program, including improvement, reimbursement, and administrative fees in accordance with State of Oregon SDC statutes. Consultant shall provide a brief decision matrix and recommendations to determine the most appropriate changes and updates to implement. The SDC fee will be updated to address the equitable means of assessment for (1) a "reimbursement fee" to recover an equitable share of the cost of facilities already constructed or under construction, and (2) an "improvement fee", intended to recover a fair share of future, planned, capital improvements needed to increase system performance.

Consultant shall compile a Stormwater System Development Charge (SDC) project list, including project costs, using the Stormwater Capital Improvement Plan, refer Task 8, and input from the City shall calculate the improvement fee by assessing the cost of the capacity-increasing portion of each project.

Consultant shall calculate the amount of eligible unused capacity in the existing stormwater system using CITY asset information, policy information from the Stormwater Master Plan Update, and input from CITY personnel. Consultant shall use the value of the unused Stormwater System capacity to calculate potential reimbursement fees.

Consultant shall calculate the administrative portion of the Stormwater SDC in accordance with the State of Oregon SDC statutes and input from CITY personnel.

#### 7.3 Rate Study.

Consultant shall perform a cost of Stormwater Service Study and recommend an updated Stormwater utility rate structure. The recommended rate structure will be consistent with industry practices for establishing utility rates in Oregon. Consultant will check that the Stormwater utility is recovering the cost of providing Stormwater services, including analysis of the following factors:

- a. Current and future costs of providing surface water facilities and management in accordance with established and anticipated standards and regulations.
- b. Current and future costs of maintenance and operation of the surface water system.
- c. Current and future costs of providing desired capacity.
- d. Reserves for asset management/depreciation, emergencies, catastrophes, and similar purposes.

Consultant will summarize the impacts of the recommended rate structure and update customers. This will include:

- a. Analysis of the benefits of the recommended rate changes weighed against the financial impacts to the rate paying customers.
- b. Justification for any special classes of customers under the recommended rate structure.
- c. Assessment of recommended Stormwater rate equity for various types of property ownership.

The recommended rate structure will identify annual revenues to fund operating activities, maintenance, programs and infrastructure improvements. The recommended rate structure will be developed with consideration of the City's electronic billing system and include an electronic model, in either Microsoft Excel or Access, to be used by the CITY for future rate setting. Consultant shall compare the proposed new rates to other similarly-sized agencies providing Stormwater management services in the region.

#### City Responsibilities

- Provide review and comments on draft materials.
- Provide Consultant Team with necessary stormwater program accounting and financial data to populate SDC and rate models.
- Provide access to the City's utility billing system to check existing stormwater accounts and impervious surface data.

#### **Assumptions**

 The program used by Clean Water Services in Washington County will be used as the basis for modeling the FILOC.

#### **Deliverables**

- Draft plan section.
- Recommended rate structure in Excel or Access.

#### **TASK 8: CAPITAL IMPROVEMENT PLAN (CIP)**

#### Consultant Responsibilities

- 8.1 <u>Evaluate Alternatives</u>. Evaluate, with the updated hydraulic model, up to two improvement alternatives to develop a preferred alternative to correct the identified problem. These may include parallel / replacement conveyance systems, flow rerouting, detention basins (structural and non-structural controls). Identify locations for facilities that show potential strategic value as detention, water quality, debris flow catchment, or controlled surcharge flood storage based on geography, ownership, capacity, land use, and development potential. Benefits and drawbacks will be summarized for each alternative. Incorporate recommended improvement alternatives into an overall master plan, with associated graphic(s).
- 8.2 Phasing and Planning Level Costs. Organize recommended improvements by priority and develop AACE Class 5 planning level cost estimates. Prioritization will be completed with City input largely based on need of infrastructure while considering development pressures. A simple schedule will be developed for CIP implementation. Project fact sheets for capital improvement projects will be developed. Fact sheets will include a brief description, project name / identification, project purpose and description, budget breakdown, and a graphic. Each sheet will also include information with regard to how each project will address TMDL requirements.
- 8.3 <u>CIP Table</u>. Summarize recommended 20-year improvements in a simple table with reference to project fact sheets for additional information.
- 8.4 <u>SDC Eligibility</u>. For projects intended to benefit new growth, estimate the portion of the project that would be eligible for System Development Charges.
- 8.5 <u>Program Recommendations</u>: Develop program recommendations for repair or replacement, O&M activities, water quality, and regulatory requirements. Where improvements are anticipated to increase or decrease the O&M activities of the system, estimate the annual operating budget impact of improvements outlined in the CIP and program recommendations.
- 8.6 <u>Draft Plan Section</u>. Prepare draft section writeup. Final document to have City's comments incorporated.

#### City Responsibilities

• Provide a review of the alternatives considered and input on selection criteria and ultimate selection of preferred alternative.

#### **Assumptions**

- Consultant's opinions of probable cost represent Consultant's judgment as an experienced and
  qualified design professional. Since Consultant has no control over the cost of labor, materials,
  equipment, or services furnished by others, or over the City's and other Consultant's methods of
  determining prices, or over competitive bidding or market conditions, the Consultant does not
  guarantee that proposals, bids, or actual construction cost will not vary from opinions of
  probable cost prepared by the Consultant.
- Cost estimating will be American Association of Cost Engineering (AACE) Class 5 planning level estimates.
- Up to two (2) alternatives will be evaluated for each of the 15 problem areas identified for fact sheets. Up to 15 fact sheets will be developed.

- Future developments are anticipated to restrict post-development flows equal to or less than predevelopment conditions. As such, improvement alternatives intended to address existing deficiencies are anticipated to also address future conditions.
- Program recommendations will include description of need and overall program with an
  estimate budget based on desk top evaluation of existing information and data currently
  available.

#### **Deliverables**

- Capital improvement plan (tabular format, organized by priority).
- Estimate of SDC eligibility for each capital improvement.
- Separate summary sheets for each capital improvement.
- Draft plan section with associated figures, tables and graphics as needed.

#### TASK 9: FINAL PLAN DOCUMENTATION & PUBLIC MEETINGS

#### Consultant Responsibilities

- 9.1 <u>Draft Final Master Plan</u>. Prepare and combine draft documents for a comprehensive master plan. Add executive summary and assemble appendix materials. Draft Final documents to be updated to address City comments provided per each task.
- 9.2 <u>Public Meetings</u>. Prepare summary materials and present in six public meetings. These are anticipated to include public workshops, Planning Commission meetings, and City Council meetings. Prepare meeting materials, attend meetings, and provide meeting minutes.
- 9.3 <u>Technical Advisory Committee</u>. Participate in up to five additional Technical Advisory Committee meetings. Prepare meeting materials, attend meetings, and provide meeting minutes.
- 9.4 <u>Produce Final Master Plan Documents</u>. Addressed comments and edits provided from City and through public meetings associated with the Draft Final Master Plan. Once comments are address the Final Master Plan will be provided to the City.

#### City Responsibilities

- Review and comment on final draft plan in a timely manner.
- Provide facilities for public meeting. Provide public notice as required. Assist in addressing public comments.

#### **Assumptions**

- Scope excludes preparing, submitting, and responding to regulatory and funding agencies.
- Two presentations will be developed. One for TAC and one for public meetings. Each presentation will be modified and updated as needed throughout the project to update content.
- Up to 8 meetings will be in person. Up to 3 meetings will be virtual.
- Each meeting will be up to 2 hours in length.
- Up to two consultants will be available for each meeting.

#### **Deliverables**

• One (1) draft and ten (10) final hard copies of the final report. Provide one (1) searchable PDF copy of the draft and final copy.

- Draft Final Master Plan in word.
- Public meeting presentation materials.

#### ADDITIONAL SERVICES (not included in scope of work)

- Bond support.
- Field work beyond that identified in this scope of work.
- Implementation and subsequent environmental, permitting, and design related services.
- Model training.

#### **OPTIONAL TASKS**

#### **Survey and Data Collection:**

Identify priority field survey needs and coordinate data collection with the development of a survey needs figure. Utilizing the services of a subconsultant, provide field surveying services. For budgeting purposes, a \$10,000 budget has been set aside for field survey data collection services. Should additional field work be required, these services will be provided as an additional service.

#### **Management Reserve:**

Management reserve funds will be made available to consultant, with City approval, should they be necessary to complete the study. These funds will be made available should effort be necessary that falls outside the scope of work outlined above.

#### **SCHEDULE**

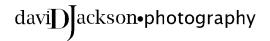
Consultant intends to provide a draft master plan document for City review within 18 months of NTP issue date. This schedule assumes timely delivery of requested information and input from the City.

#### **COMPENSATION**

As compensation for services to be performed by Consultant, the City will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the City.

Task	Туре	Amount
Task 1 - Project Management & Meetings		\$21,700
Task 2 – Project Kickoff and Data Collection/Review		\$42,065
Task 3 – Planning Criteria Development		\$18,780
Task 4 – Model Development and Technical Analysis		\$61,248
Task 5 – Stormwater System Maintenance and Flood Risk	LS	\$10,985
Task 6 – Staffing Level Analysis	LS	\$9,325
Task 7 – Financial Analysis	LS	\$32,940
Task 8 – Capital Improvement Plan (CIP)	LS	\$54,880
Task 9 – Final Plan Documentation and Public Meetings		\$31,875
TOTAL CONSULTANT BUDGET		\$283,798
Optional Tasks		
Optional task – Survey and Data Collection	TM	\$10,000
Management Reserve		\$10,000

LS = Lump Sum TM = Time and Materials



# Proposal for Molalla Video

#### Overview

David Jackson Photography LLC (*DJP*) is please to submit this proposal for the creation of a short promotional video focused on the City of Molalla (the City) and nearby resources, to the Molalla Chamber of Commerce (the Chamber) in achieving its goals for improving the community's perceived viability in economic development and opportunities.

# Objective

Attracting new economic opportunity, development, and realization is a key purpose for the Chamber. The ability to present the city and community in a positivity light, be informative, and attract business opportunities to the town while getting the word out to potentially interested parties is an important Chamber function.

## Opportunity

Today's technology with the development and spread of the internet has given rise to a multitude of social media networks and distribution channels. Considerable penetration to targeted groups can be achieved with relatively little effort. By taking advantage of these resources, it is possible to meet some primary objectives of the Chamber by providing a solution geared to attracting both businesses and people to the city.

#### Solution

There are several methods that this objective could be addressed, such as a marketing campaign that utilizes specific media channels. To this end, efforts can range from an aggressive approach to a more passive presents, depending upon how much money and effort is available to work the selected media channel. Examples are:

- Printed information flyers and mailing champaign
- Digital email bulk mailing and distribution
- Video media information content distribution

# Proposal

This proposal selects an approach to meeting the objective by the creation and distribution of a video that informs interested parties about the benefits and resources of the city and community. It is envisioned such a video would be relatively short (5-10 minutes) as to keep the attention of both the casual viewer as well as the more serious researcher. Distribution by the client can take advantage of various video platforms such as YouTube, Facebook, Instagram, and Vimeo. Means of getting the word out can be achieved through the targeted use of email, newsletters, and SEO optimization. The Chamber would be responsible for primary distribution.

#### Rationale

The choice of using a video as a means of communication as advantages in that it presents both a visual and auditory approach to interacting with the viewer. By carefully crafting the video content and editing, an engaging storyline can be told that walks the viewer into the city and community opportunities and future potential.

Many of our sister cities near Molalla have videos focused on their town of mixed quality. Still, they serve a purpose to inform visitors and potential businesses about the town. Of what is currently available for Molalla, videos are most often amateur made and are of generally poor quality.

# Technical/Project Approach

#### Approach

The proposed video will follow a standard short form story telling documentary comprised of three sections: introduction, details, and conclusion. A narrative voiceover will guide the viewer through the experience. Additional interviews with selected people will be inserted into relevant points in the video. Media content will be a mix of both video and still photography, and rendered in 4k resolution. Sound will consist of speech, background music, and sound effects. Speech will be processed to podcast quality using an AI processing tool.

#### Content Elements

Candidate ideas for media content include:

- Video from interesting places in and around town.
- Video cuts from first person interviews.
- Still photos and history from old Molalla, courtesy of the Molalla Area Historical Society
- Images of key places that highlight, such as MPD, MFD, City Hall, schools, parks, etc...
- Additional images that highlight RWOF, MRC, art & murals, rodeo, Woodenshop, etc...

#### Interviews

Candidate positions/people for interviews are:

- City official such as the City Manager
- Chamber representative
- Business owner/manger
- Rodeo representative

#### Video Section Content

The following are candidate topics to present in each of the three video sections.

#### Introduction

- Molalla stats: where it is on the map, how big size, how big population, how far from other cities and transportation hubs.
- Lead-in to the details section with elements of history, community, resources, etc...

#### Details

- A walk thru of our history from the early natives, settlers, city formation, logging.
- A walk thru of current city highlights.
- A look around the area for other interesting places.

#### Conclusion

- A flash review of key elements presented in the video.
- A look towards the future in terms of city growth and potential.
- Wrap-up for the viewer with a warm, glowing, positive vision.

#### **Interview Questions**

Candidate interview questions that can be used in appropriate cuts into the video are:

- 1. What makes our town unique from other towns/cities?
- 2. How long have you been involved in the business/city leadership in our town, and what motivated you to get involved?
- 3. What are some of the challenges and opportunities for businesses/city development in our town?
- 4. How does our town support local businesses and foster economic growth?
- 5. Can you highlight some successful businesses or initiatives that have positively impacted our town's economy or community?
- 6. What are some upcoming projects or plans for our town's future development?
- 7. How has the business/city landscape evolved in our town over the years, and what changes do you anticipate in the future?
- 8. What initiatives or programs are in place to promote sustainability, innovation, or inclusivity in our town's business or city practices?
- 9. What role do you see businesses/city leaders playing in contributing to the overall well-being and quality of life for our town's residents?
- 10. How do you envision our town's future in terms of economic growth, community development, and civic engagement?

#### Resources

Real people will be required for interviews and first-person story telling experiences. As of this time, such people remain to be identified and signed on board.

# **Project Deliverables**

The following deliverables are required:

- 4k video with high quality sound with the content meeting the stated technical proposal.
- Modeling agreements signed by participants featured in the video.

#### Timeline for Execution

Upon the approval of this proposal and commissioning of the project, it is anticipated the media content will be collected throughout the Spring and early Summer of 2023, with editing, review, and finished rendering by the Fall of 2023. At that time, distribution of the video on various platforms can be launched.

## Supplied Material/Tools

Various hardware and software video tools are required for the execution of this project. A list of some of the primary tools are listed here. It is noted that DJP currently has all these tools available, and no new acquisitions are required.

- Adobe products: After Effects, Premiere, Photoshop, Audition, podcast (Al speech enhancer)
- Cameras, 4k video, still: Sony A7R
- Audio pickup: Remote and studio microphones
- Lighting: studio, speedlight, reflectors, etc...
- Special Effects (video/sound/music): envato.com

### **Expected Results**

The resulting video is expected to meet the proposal ideals and present Molalla in a positive light with a bright future.

Upon distribution of the video, various analytical metrics can be obtained from the hosting platforms, such as the number of views and inquiries/comments generated. In the best case, there would be a real or perceived increase in Chamber activity answering inquiries and meeting interested people/businesses in the city and community.

# Pricing

The proposed price to The Chamber is \$500. This covers all expenses and labor incurred by DJP. There is not expected to be costs associated with people or businesses featured in the video.

### Qualifications

DJP has been registered in the State of Oregon as a LLC since 2019, and registered under an assumed business name since 2014. The owner, David Jackson, has some 50 years of photography background in portraiture, landscapes, events, and technical artwork. DJP has documented various City events over the years and participated as a volunteer in several City committees contributing to the arts and culture of the community.

# Conclusion

I look forward in working with The Chamber on this project in hopes that it will contribute to attracting people and businesses to the city, making a more robust and culturally satisfying community in the years to come.

If you have any questions on this proposal, feel free to discuss them with me.

# Signatures

Name – printed	Title	Signature	Date
David Jackson	Owner DJP	Dackson	27 APR 2023