



AGENDA

MOLALLA CITY COUNCIL MEETING

April 22, 2020

7:00 PM

City Hall via Conference Call

117 N. Molalla Ave, Molalla, OR 97038

Mayor Keith Swigart

Council President Leota Childress

Councilor Elizabeth Klein

Councilor DeLise Palumbo

Councilor Terry Shankle

Councilor Jody Newland

Councilor Crystal Robles

MEETING NOTICE: Due to health concerns of COVID-19, this City Council Meeting will be held via conference call. Only City staff will be permitted in the Conference Room. The meeting will be live-streamed via Facebook "Molalla City Council Meetings – LIVE".

Public Comments: The public is strongly encouraged to relay concerns and comments to Council in one of these ways:

- *Email at any time up to 12pm the day of the meeting to recorder@cityofmolalla.com*
- *Phone call (Monday – Friday, 8am-5pm) to 503-759-0285, all messages will be relayed during the meeting.*
- *Mail to City of Molalla, Attn: City Recorder, PO Box 248, Molalla, OR 97038*
- *Send comments via "Molalla City Council Meetings – LIVE" -only during the Public Comment section of the Agenda.*

1. CALL TO ORDER AND FLAG SALUTE

2. ROLL CALL

3. PRESENTATIONS, PROCLAMATIONS, CEREMONIES

4. PUBLIC COMMENT

(Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder.)

5. APPROVAL OF THE AGENDA

6. CONSENT AGENDA

(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.)

- A. Meeting Minutes –March 23, 2020 (Emergency Meeting).....Pg. 3
- B. Meeting Minutes – March 25, 2020 (with Exhibits).....Pg. 5
- C. OLCC Permit: Humble Pig.....Pg. 40
- D. Contract Award: Phase I Project II – Patrol Avenue Sewer and Water Reconstruction.....Pg. 48

7. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

- A. Resolution 2020-05: Sewer Fee Update (Fisher).....Pg. 49

8. GENERAL BUSINESS

- A. ODOT Cooperative Improvement Agreement No. 34035.....Pg. 55

9. REPORTS

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

10. 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 Special Meeting

City Hall Conference Room via Conference Call
117 N. Molalla Ave., Molalla, OR 97038
March 23, 2020

1. CALL TO ORDER

The Molalla City Council Special Meeting of March 23, 2020 was called to order by Mayor Keith Swigart at 1:01pm.

2. ROLL CALL

COUNCIL ATTENDANCE:

Mayor Keith Swigart – Present
Councilor Elizabeth Klein – Present
Councilor Leota Childress – Present
Councilor DeLise Palumbo – Present
Councilor Terry Shankle – Present
Councilor Jody Newland - Present
Councilor Crystal Robles – Present

STAFF IN ATTENDANCE

Dan Huff, City Manager - Present
Christie DeSantis, City Recorder - Present
Chaunee Seifried, Finance Director - Present

3. ORDINANCES AND RESOLUTIONS

A. Resolution No. 2020-06: Declaring a State of Emergency – COVID-19

City Manager Huff explained to Council that the Resolution presented has been vetted and recommended by the City Attorney to ensure that potential reimbursement due to COVID-19 is maintained.

He shared that some costs have been incurred due to the virus. A few more costs will come in the way of technology needed for staff to work at home, along with sick leave time for staff. The hope is that with Declaring an Emergency, eventually the City will see some Federal reimbursement.

Councilor Palumbo clarified that the declaration would cover all City services. Mr. Huff confirmed that it would cover costs incurred for all City services; Public Works, Library, Police Department and City Hall.

A motion was made by Councilor Newland to adopt Resolution Number 2020-06 by title only, Councilor Robles seconded the motion. Vote passed 7-0.

4. ADJOURN

Meeting adjourned at 1:08pm.

Keith Swigart, Mayor

Date

ATTEST: _____
Christie DeSantis, City Recorder

DRAFT



Minutes of the Molalla City Council Regular Meeting

City Hall via Conference Call
117 N. Molalla Ave., Molalla, OR 97038
March 25, 2020

1. CALL TO ORDER AND FLAG SALUTE

The Molalla City Council Regular Meeting was called to order by Council President Childress at 7:07pm.

2. ROLL CALL

COUNCIL ATTENDANCE:

Mayor Keith Swigart – Absent
Councilor Elizabeth Klein – Present
Councilor Leota Childress – Present
Councilor DeLise Palumbo – Present
Councilor Terry Shankle – Present
Councilor Jody Newland - Present
Councilor Crystal Robles - Present
Student Liaison Natalee Litchfield - Absent

STAFF IN ATTENDANCE

Dan Huff, City Manager - Present
Christie DeSantis, City Recorder - Present
Gerald Fisher, Public Works Director - Present
Chaunee Seifried, Finance Director - Absent
Alice Cannon, Planning Director - Absent

3. PRESENTATIONS, PROCLAMATIONS, CEREMONIES

4. PUBLIC COMMENT

Due to health concerns of COVID-19, this City Council Meeting will be held via conference call. Only City staff will be permitted in the Conference Room. All public comment is suspended during this meeting due to platform restrictions.

5. APPROVAL OF THE AGENDA

6. CONSENT AGENDA

(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.)

- A. Meeting Minutes – March 11, 2020
- B. Limited On-Premise Liquor License Permit: Humble Catering, LLC.

A motion was made by Councilor Klein to approve the Consent Agenda, seconded by Councilor Shankle. Vote passed 6-0.

7. ORDINANCES AND RESOLUTIONS – (Second Reading of Items A-D)

- A. Ordinance No. 2020-02: Revision to Chapter 13. 02 Utility Code

A motion was made by Councilor Newland to read Ordinance No. 2020-02 by title only, seconded by Councilor Klein. Vote passed with all attending Councilors voting YES. Following the unanimous second reading of the Ordinance the Ordinance was enacted.

- B. Ordinance No. 2020-03: Revision to Chapter 13.08 Sanitary Sewers
Meeting Minutes – Molalla City Council Regular Session – March 25, 2020

A motion was made by Councilor Palumbo to read Ordinance No. 2020-03 by title only, seconded by Councilor Robles. Vote passed with all attending Councilors voting YES. Following the unanimous second reading of the Ordinance the Ordinance was enacted.

C. Ordinance No. 2020-04: Revision to Chapter 13.12 Sewer and Water Main Extensions

A motion was made by Councilor Newland to read Ordinance No. 2020-04 by title only, seconded by Councilor Klein. Vote passed with all attending Councilors voting YES. Following the unanimous second reading of the Ordinance the Ordinance was enacted

D. Ordinance No. 2020-05: Revision to Chapter 13.13 Surface Water Management

A motion was made by Councilor Robles to read Ordinance No. 2020-05 by title only, seconded by Councilor Shankle. Vote passed with all attending Councilors voting YES. Following the unanimous second reading of the Ordinance the Ordinance was enacted

8. GENERAL BUSINESS

A. Sewer Rate Presentation

Public Works Director Fisher shared a presentation regarding the Sewer Rates Update for 2020. This presentation was created by Mr. Fisher and Donovan Enterprises, Inc. The report shows clearly what steps are being taken for the Wastewater Treatment Plant Upgrade and how the cost to citizens will be gradual in the coming years.

(This presentation is attached to these Meeting Minutes, as well as located on the website at www.cityofmolalla.com, under Wastewater Treatment Improvements)

Council President Childress commended Mr. Fisher for the efforts that he and his team have put into keeping the rate increase affordable to citizens.

Councilor Palumbo asked if the rate increase would continue at 6-7% after 2025. Mr. Fisher explained that it would only be inflationary increase. For example, if it's 2% or 1%, then that is the rate passed on to citizens. Mr. Fisher explained that what is presented is a complete package. The rate structure presented reflects the I&I projects, other high priority projects, and the lift station replacement on Molalla Ave.

Councilor Newland thanked Mr. Fisher for his hard work in presenting very clear examples of where the City started from to where we are going, with regard to the Wastewater Treatment Plant and the upcoming rate increase. She felt that the graph and examples provided were very clear visuals for community members.

All Councilors shared their appreciation for the commitment to this project.

Mr. Fisher explained the next step is for Council to instruct staff to bring this back in the form of a Resolution.

A motion was made by Councilor Klein for City Staff to bring the Sewer Rate update to Council in the form of a Resolution, seconded by Councilor Robles. Vote passed 6-0.

9. REPORTS

A. City Manager and Staff

City Manager Huff shared that he has been working diligently to communicate with Council via email, by getting them accurate and up-to-date information. Mr. Huff will continue this practice for the next several days/weeks as we navigate through COVID-19. He reminded people that City Hall is closed to the public, however we are open. Community members are welcome to call or email the City, and someone will get back to them.

Public Works Director Fisher shared that bids were opened for the Patrol Street project. He was happy to report that the project came in under budget. Mr. Fisher will bring a contract to Council for approval at the April 22, 2020 meeting.

The Public Works Operations Supervisor’s report is attached to Meeting Minutes for review.

City Recorder DeSantis had nothing to report. Ms. DeSantis thanked all Councilors for their flexibility during the meeting changes that have been made due to COVID-19.

B. Mayor

C. City Councilors

Councilor Robles thanked Mr. Huff for his continued efforts with informing the Council. She appreciates having accurate information, opposed to what is being shared on social media platforms.

Councilor Shankle echoed her appreciation of current and accurate information.

Councilor Newland had nothing to report.

Councilor Palumbo thanked Mr. Huff for clarifying information that had been erroneously reported on social media, and for his effort in giving the Council accurate and detailed reports.

Councilor Klein encouraged all Councilors to attend the League of Oregon Cities conference calls that are being held on Friday’s at 10:05am. Representatives from Governor Brown’s office, Oregon Health Authority, Oregon Emergency Management, LOC and the National League of Cities attend and share current data.

Council President Childress appreciates the City staff and the dedication we have shown to our City during these times.

10. ADJOURN

A motion was made by Councilor Newland to adjourn the meeting at 7:47pm, seconded by Councilor Robles. Vote passed 6-0.

Leota Childress, Council President

Date

ATTEST: _____
Christie DeSantis, City Recorder

DRAFT



City Council Briefing

Sewer Rates Update

March 25, 2020

Molalla WWTP Upgrade

Presentation Overview:

- ▶ Last look at history.
- ▶ Review of the potential NPDES permit scenarios.
- ▶ Sewer rate implications of the NPDES permit scenarios.
- ▶ 2019 and latest funding strategy for the fixed yearly rate increase.
- ▶ Next steps
- ▶ Questions

Molalla WWTP Upgrade

History:

- ▶ Federal Water Pollution Control Act - 1948
- ▶ 1st WWTP constructed in 1954 with discharge to ditch and seasonal creek.
- ▶ Federal Clean Water Act - 1972
- ▶ 2nd WWTP constructed in 1978 with discharge to Bear Creek.
- ▶ DEQ permit issues related to 10/10 limits and temperature at Bear Creek discharge in the 1990's. DEQ approves Molalla to go to Molalla River.

Molalla WWTP Upgrade

History:

- ▶ Effluent pump station constructed in 2001.
- ▶ Effluent force main constructed to Mathias in 2002.
- ▶ Project stalls with Bear Creek Recovery lawsuit.
- ▶ Effluent force main and discharge improvements constructed to Molalla River in 2007.
- ▶ No discharge limit change to 30/30 meeting basin standard issued by DEQ. Permit issues continue.

Molalla WWTP Upgrade

History:

- ▶ Federal Lawsuit by Bear Creek Recovery/Susan Hansen finalized in Consent Decree in 2015.
- ▶ Sewer rates increased 27.13% in 2015 by Resolution 2015-13 after 10 years of no increases.
- ▶ Sewer study completed in 2016 and adopted by Resolution 2016-10.
- ▶ Sewer rates increased 6.48% in 2017 by Resolution 2017-09. (Fenton Ph 1)
- ▶ Sewer study completed in 2017 and adopted by Resolution 2017-15.

Molalla WWTP Upgrade

History:

- ▶ Sewer rates increased 6.09% in 2017 by Resolution 2017-17.
- ▶ Manhole grouting program and Biosolids removal began in 2018.
- ▶ Attended One-Stop meeting in 2018.
- ▶ Adopted updated Capital Improvement Plan in 2018.
- ▶ Submitted request for permit modification to DEQ in May 2018.

Molalla WWTP Upgrade

History:

- ▶ DEQ requests antidegradation review in Aug 2018.
- ▶ Sewer rates increased 6.09% in 2018 by Resolution 2018-22.
- ▶ Wastewater Master Plan adopted in 2018 by Ordinance 2018-17.
- ▶ High priority I&I projects from smoke testing report mostly completed in 2018.
- ▶ Fenton Ph 1 constructed in 2018.

Molalla WWTP Upgrade

History:

- ▶ Submitted permit modification report to DEQ in Jan 2019.
- ▶ Permit modification denied by DEQ. Directed to submit permit extension for existing plant and new permit request with new WWTP.
- ▶ Submitted permit renewal in March 2019.
- ▶ DEQ requested additional permit renewal information in May 2019.
- ▶ Submitted revised application materials in June 2019.

Molalla WWTP Upgrade

History:

- ▶ Manhole grouting program completed in 2019.
- ▶ 2019 Wastewater SDC Update adopted in 2019.
- ▶ Fenton Ph 2 constructed in 2019.
- ▶ Biosolids removed in 2019.
- ▶ Wastewater SDC's updated by Resolution 2019-18.

Molalla WWTP Upgrade

History:

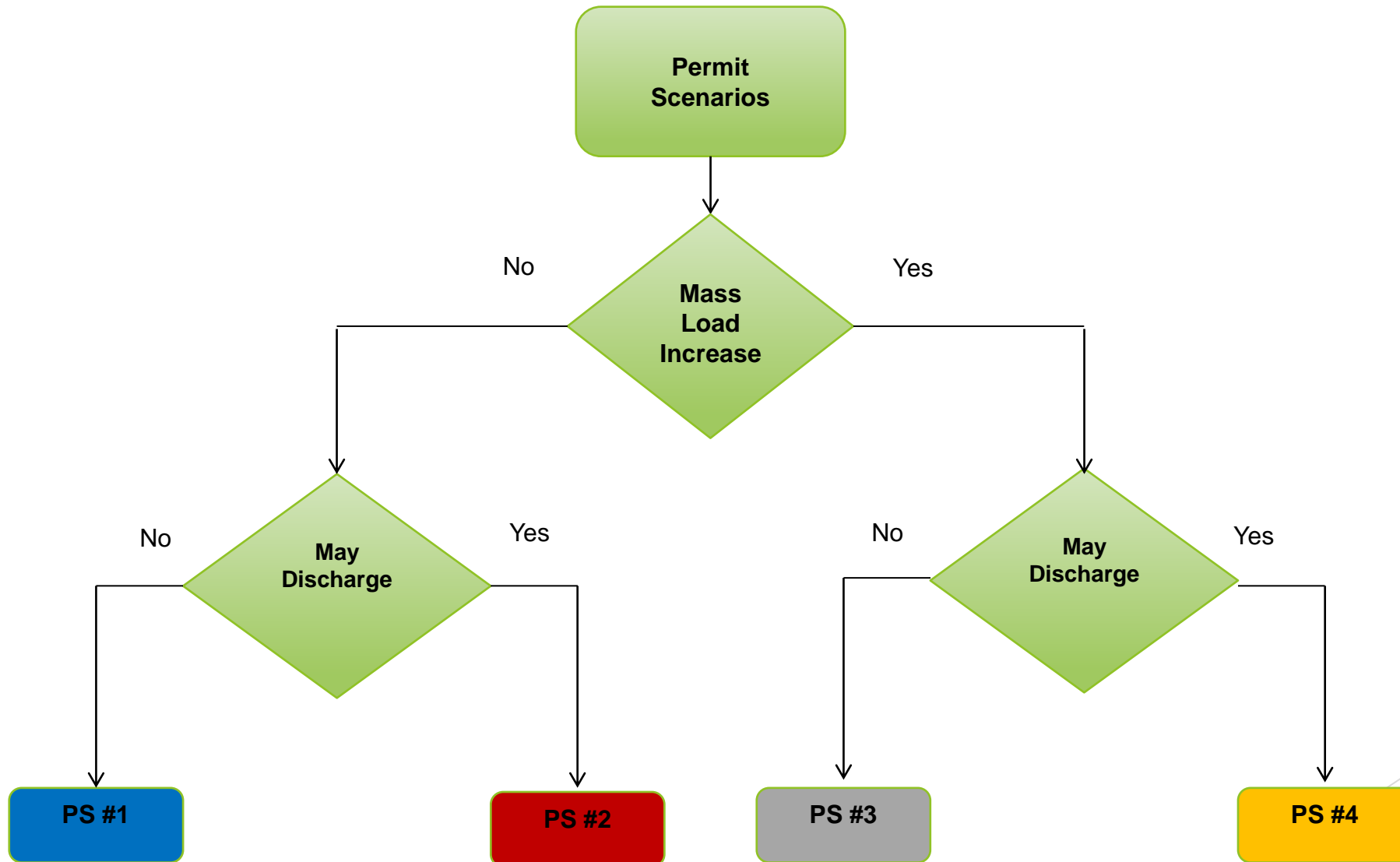
- ▶ Developed draft sewer rates in 2019.
- ▶ Attended One-Stop meeting in 2020.
- ▶ Established pretreatment program in the sewer code in 2020.
- ▶ Updated sewer code in 2020 (Pending).
- ▶ Finalized Value Analysis Report for WWTP (Pending).

Molalla WWTP Upgrade

History:

- ▶ Approval from DEQ on permit extension for existing plant (Pending).
- ▶ Sewer rate update for WWTP upgrade (Pending).

Potential NPDES Permit Scenarios



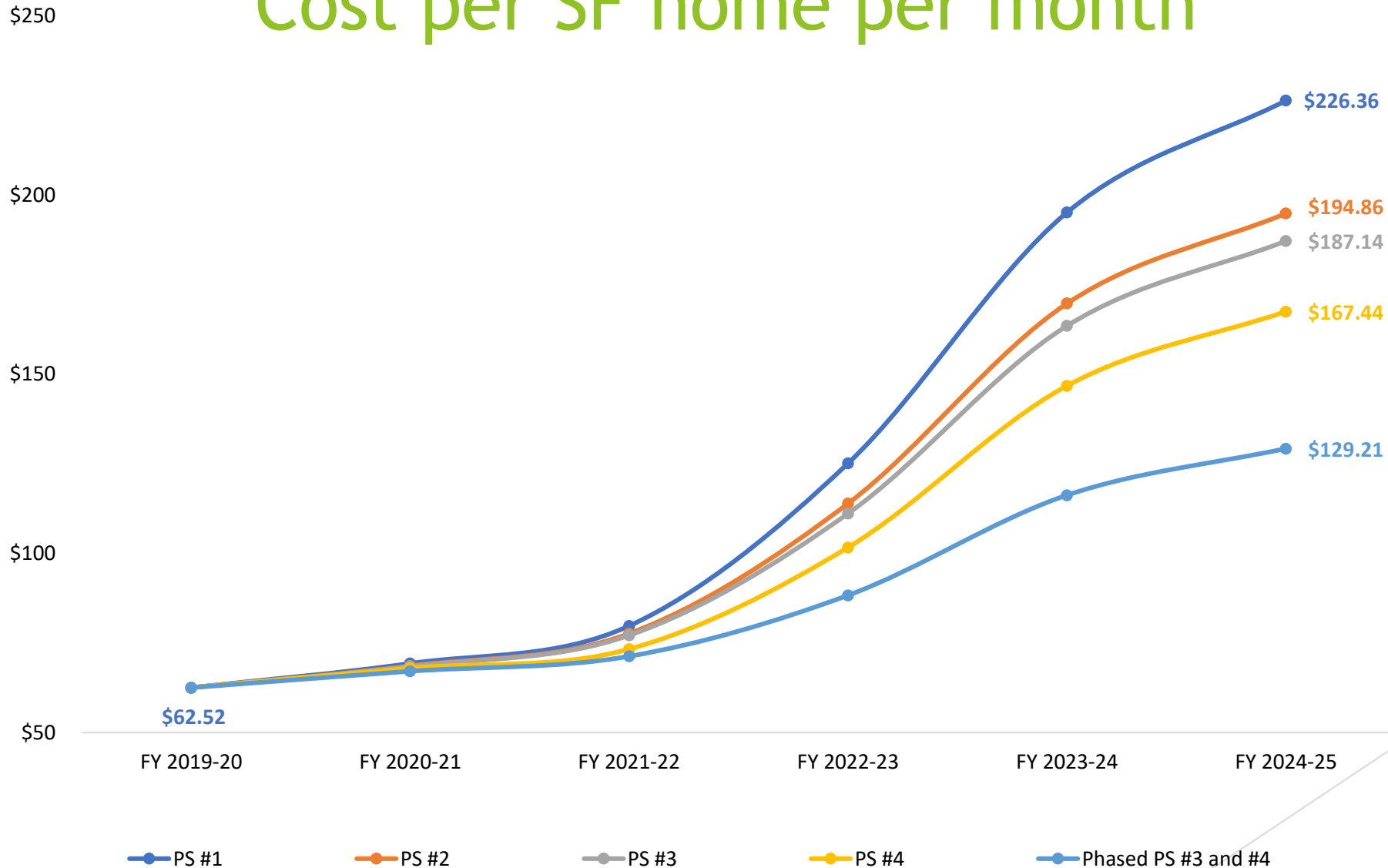
Molalla WWTP Upgrade

Debt Assumptions in 2019:

- ▶ No new connections or SDC's revenue (worst case).
- ▶ Mass load increase for new WWTP permit.
- ▶ 20-year loan through DEQ CWSRF.
- ▶ Phased approach to improvements for PS #3 and #4.
- ▶ Lagoons for #3 and full expansion not required in the near term.

Sewer Rate Implications of Scenarios

Cost per SF home per month

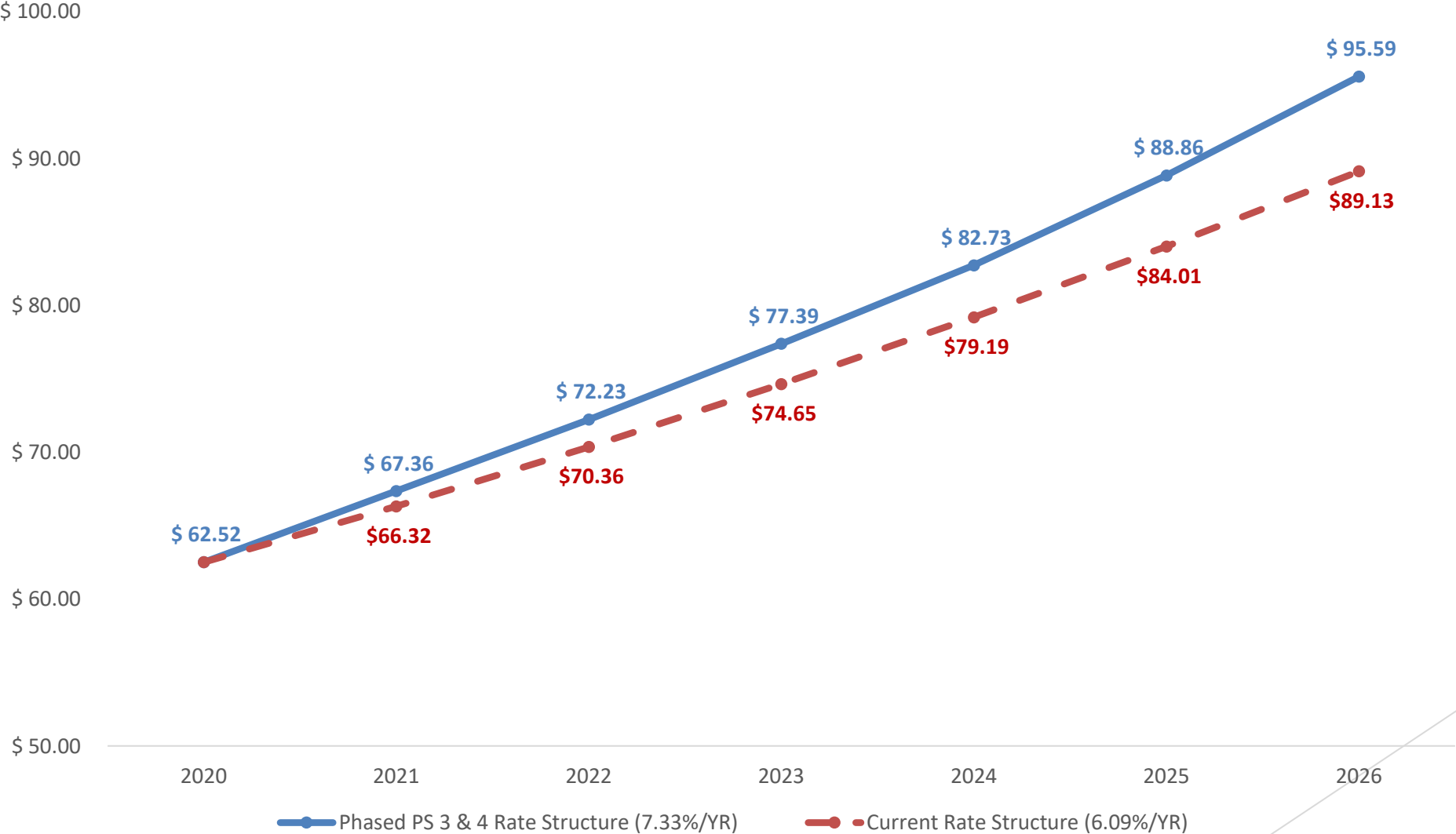


Molalla WWTP Upgrade

Debt Adjustment:

- ▶ Restructured debt based on life expectancy of improvements
- ▶ Life >40 years for 75% of improvements (structural). Life 20 years for 25% of the improvements (mechanical).

Latest Funding Strategy for Set Yearly Rate Increase (March 2020)



Next Steps

- ▶ Implement sewer rate increase for years 2020 through plant construction.
- ▶ Secure financing with funding agencies:
 - ▶ DEQ Clean Water State Revolving Loan program for interim financing and for a 20-year loan for 25% of total project costs upon completion of the project
 - ▶ USDA Rural Utility Service for a 40-year loan on 75% of total project cost upon completion of the project and contractual performance testing
- ▶ Conclude NPDES permit for new WWTP with DEQ and construct WWTP.
- ▶ Closeout Federal Consent Decree with Bear Cr Recovery/Susan Hansen and Mutual Agreement & Order (MAO) with DEQ once WWTP is complete.



Questions ??



Public Works Department

117 N Molalla Avenue

PO Box 248

Molalla, Oregon 97038

Phone: (503) 829-6855

Fax: (503) 829-3676

March 25, 2020

TO: Dan Huff, City Manager

FROM: Gerald Fisher, Public Works Director

CC: Christie DeSantis, City Recorder

RE: Project Update for Public Works

The following is a list of public and private projects currently underway or in process.

Administrative Projects Underway

1. Staff is working on several individual home construction permits, pre-application projects for new developments, policy and procedure updates, and other improvements to the department.
2. Municipal Code Update – Staff continuing to work on rewrite of MMC Chapter’s 10, 12, 13, and 21 as time allows.
3. ODOT ADA Ramp Replacements – No additional updates from ODOT at this time. Construction still tentatively scheduled for Summer 2020.
4. ODOT Crosswalk Locations – Staff is waiting on a response from ODOT regarding an IGA.

Public Capital Projects Underway

5. 16-07 Shops Facility Improvements – Anticipate closeout of project in April.
6. 17-04 OR 211 Bike & Ped Pathway – Right of Way anticipated closeout on 05/01/20. Bidding scheduled for mid-June and bid opening on 07/09/20. Anticipate construction of pedestrian path to start sometime in late Summer 2020.
7. 17-15 WTP New Trident 2MGD Filtration Plant, Chemical & Telemetry Upgrades – Contractor is working on piping and other aspects of the project. The new filtration unit is scheduled to be up and running sometime in May/June. Anticipate completion during the Summer of 2020.
8. 18-04 WWTP Biosolids Removal – The contractor has mobilized to the site and started processing biosolids. Staff anticipates full production by May 1st and shut down at the end of July. Staff is also working to repair 40-year-old valves in the lagoons that have failed.
9. 18-08 Hwy 213 & Hwy 211 Safety Improvements – Waiting on ODOT to deliver project sometime in 2021. The City’s match is \$10,013 or 7.78%.
10. 18-08 Hwy 213-Toliver Roundabout – Staff waiting for revised loan documents. Project currently in design and anticipate construction in Spring of 2023.

11. 18-09 WWTP Permit Extension – Staff still waiting to receive a response back on approved extension application and are continuing to operate under the existing permit as modified by the MAO.
12. 18-11 Trout Creek Water Right Transfer – Project to begin at conclusion of project 18-12.
13. 18-12 Trout Creek Monitoring Station – Flow monitoring underway and will continue thru the Summer of 2020. Anticipate project completion by December 2020.
14. 18-17 Phase 1 Project 7 Fenton Avenue Sewer and Water Improvements – Project completed.
15. 19-02 Water Master Plan & Water Management & Conservation Plan – Draft Chapters 1 through 7 posted to the website. TAC/PAC meetings scheduled for 05/20/2020 and 08/19/2020. Planning Commission and City Council hearings scheduled for the end of 2020. Risk Assessment and Emergency Response Plan update beginning in July 2020.
16. 19-03 City Hall Remodel Ph 3 – Design of office spaces to begin in FY 20/21.
17. 19-05 Consent Decree Compliance Reporting – The first quarterly meeting was cancelled at the request of the plaintiff. Violations for BOD in January and February. Next quarterly meeting rescheduled for 06/03/20. Staff is monitoring and adjusting plant operations based on upsets due to yearly biosolids removal.
18. 19-07 MFR Ped Bridge (P42) – Quotes requested from contractors and anticipate construction from June through August. The first phase of this project will happen during construction of improvements on OR-211. Design of bridge structure and pathway improvements to begin in FY 20-21.
19. 19-09 OR 211-Molalla Ave Signal – Design of the signal is underway as part of the conditions for Project 19-04 Cascade Center listed below. Developer plans to construct in summer of 2020. Construction will require the closure of Molalla Avenue for one block in each direction for staging of construction and night work will be allowed. Actual construction dates are still to be determined. Staff anticipates detour routing during construction. It is unlikely that closures will take place during the 4th of July events. Once staff has firm dates for construction then we will notify community through website and Facebook. Attended two meetings with the Chamber of Commerce to answer questions. This project is a high priority intersection safety project in the TSP. Closure of through truck traffic will likely coincide with construction in accordance with the TSP.
20. 19-10 WWTP Upgrade – Value Analysis workshop held on 03/10/20. No fatal flaws found in review of recommended plant improvements. Staff is waiting to receive draft Value Analysis report.
21. 19-11 Molalla Ave Intersection Improvements (5th & Heintz) – Design underway for improvements to Molalla Ave-5th Street and Molalla Avenue-Heintz Street intersections. As part of TSP projects M29 and M30 to complete pedestrian crosswalk markings, all-way stops, and turn pockets in north-south directions. Anticipate construction completion in Summer 2020.
22. 19-12 Phase 1 Project 2 Patrol Street Sewer and Water Improvements – Bid opening scheduled for 03/25/20 and City Council award on 04/22/20. Construction to begin by June 2020.

Public Capital Projects Not Started

23. 18-14 Decant Facility – Project design will begin in FY 20-21. This project will provide a dewatering station for street sweeping and vector debris prior to disposal.
24. Shops Waterline Replacement – Project design will begin in FY 20-21 and will replace pre-1950's waterline providing service to the shops facility and elementary school.
25. Creamery Creek Park – Project design will begin in FY 20-21. As part of Lexington Estates Phase 3, the developer dedicated an 11,011 square foot parcel to the City for park use.

Private Projects Underway

26. 17-17 Hezzie Lane Subdivision – Preliminary Notice of Violation sent to the developer demanding conditions of approval for OR 211 improvements be completed. If developer does not move forward with the improvements, then the issue will be turned over to Code Enforcement and the City Prosecutor.
27. 17-20 Sawyer's Truck Repair – Contractor working on frontage improvements.
28. 18-16 Tractor Supply Store – Staff waiting for developer to complete requirements for temporary access and frontage improvement agreements with ODOT in order to issue a release on Certificate of Occupancy.
29. 19-04 Cascade Center – 1st plan review completed and returned to developer.
30. 19-13 Dollar General – 2nd plan review completed and returned to developer.

Attached at the end of this memo is an update from Operations. Thank you and let me know if you have any questions.



Public Works Department
117 N Molalla Avenue
PO Box 248
Molalla, Oregon 97038
Phone: (503) 829-6855
Fax: (503) 829-3676

March 16, 2020

TO: Gerald Fisher, Public Works Director
FROM: Andy Peters, Operations Supervisor

RE: Operations Update for City Council

Gerald,

Attached is our Operations update, covering the two-month period of January 15th, 2019 – March 15th, 2020.

Respectfully,

Andy Peters
Operations Supervisor
City of Molalla

Operators and Contractors worked together to bring the new Trident Filter in through the side of the Water Treatment Plant building. Right, the contractors place the bituminous layer that will protect the underside of the steel filter from corrosion long term. Below, Molalla Operators observe the crane as it places the filter carefully onto skids for entry into the building.

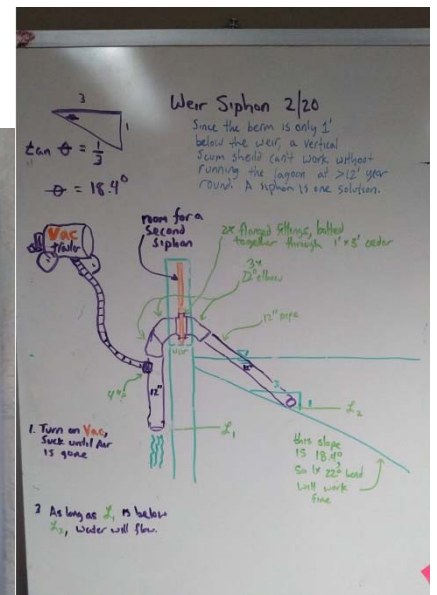
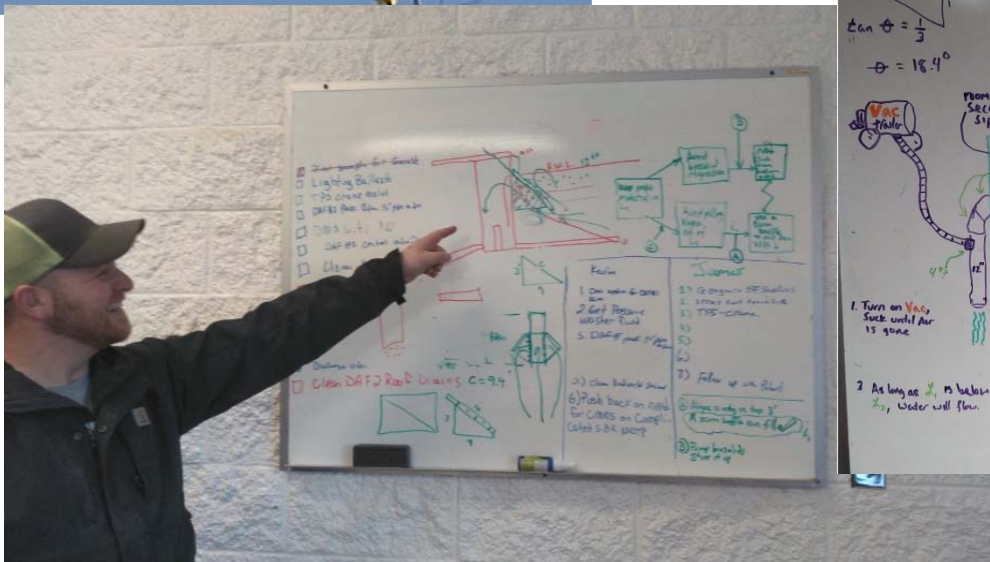


Left, the inside of the new filter, its built-in underdrains and effluent pipes, are inspected. It will serve the community for many decades.

Below, three new Aerators were placed on the surface of Lagoon 1 to force higher amounts of dissolved oxygen into the system to help treat high Ammonia and BOD levels. Right, City Crews laid nearly 1200 feet of power conduit to support the new aerators during the week of March 2nd.



Below, Lead WWTP Operator Jake Ehredt works through ideas for siphoning water from Lagoon 1 into Lagoon 2 in order to prevent the migration of algae as recommended by the City's consultants. Ways to improve treatment are always being considered at the plant.





Left, Utility Crews responded to an accident at the end of February which resulted in a broken Hydrant, and the loss of >1/4 million gallons of treated water. Repair efforts were tracked by work order and the City is submitting for full reimbursement from the driver's insurance company.

Right, Utility Crews responded to numerous water leaks throughout the two-month period. Crews replace an average of 2 services per week. Aging service lines and corroding copper lines continue to be a problem for City Crews, and the issue is being addressed by Engineers in the upcoming Water Master Plan.



Left, breaks in the weather this spring have allowed City Crews to get ahead of Park and Facility grounds maintenance. This year the City is experimenting with forgoing hiring temporary summer help, relying instead on process improvement, cross training, and LEAN concepts to get the work done.



Utility Crews moved into the new building during this period. Left, is the view from the mezzanine where enough storage is available to support inventory needs for the long term.

Below is a view of the office and breakroom structure, which now house the crew.



Below, paving in front of the new building.



Right, City Crews repaired damage to Shaver St at the corner of HWY 211 caused by industrial truck traffic cutting the corner and digging a large crater on the shoulder. Below, crews roller compact the gravel patch.



Crews repaired several Sewer Laterals during this reporting period. Right, a street cut and pipe top-tap was required on Hart St in order to get the Rodder placed to properly clear a blockage. Property Line Cleanouts are the Public Works Standards now, which are meant to prevent these kinds of street cuts going forward.





Right and below, crews repair another sewer lateral that had been crushed for unknown reasons, under Toliver Road. The laterals along Toliver in this area are “Y”s, each lateral connecting two houses to the City Sewer. This means that repair to one house requires shutting down sewer service to two. These kinds of connections are no longer allowed by the Public Works Director’s Standards.



Right, the City took delivery of a new Trailer to replace its old un-roadworthy lawn mower trailer. The new one is much larger, allowing crews to make fewer trips between parks and the Shop. It is also fitted with pipe racks, hand tool holders, hooks for backpack blowers, and a spring loaded tail gate; all of which eliminate needless motion and provide LEANER processes for parks work. This custom trailer was purchased under budget, only costing \$6542 from Eagle Trailer MFG.



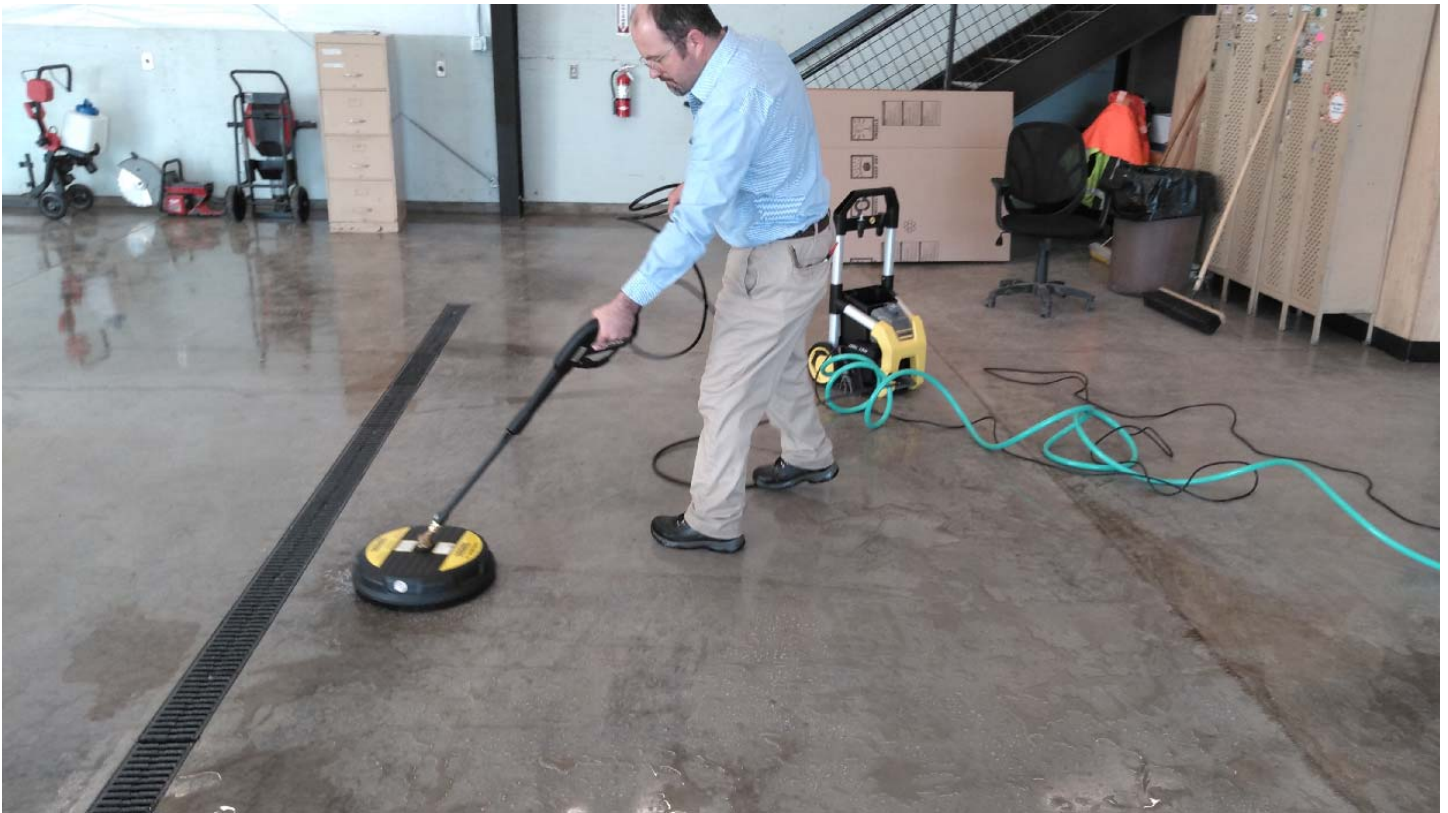
WWTP Operators established new processes for additional scientific measurements of the Lagoons, to increase our understanding of what might be happening as biosolids removal proceeds. Here, Operator James Clifton takes numerous dissolved oxygen readings around the pond on a foggy morning in March.



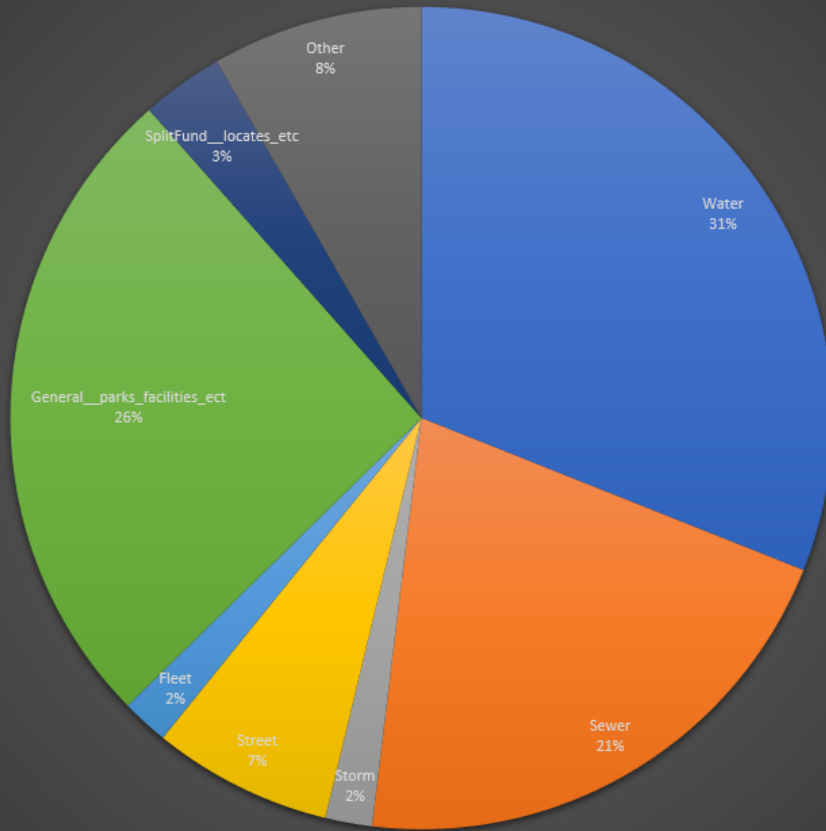
Left and below, a Hazmat Diver lays out his equipment, and enters lagoon 1 in order to plug an underwater pipe to allow Operators and Contractors to replace a frozen butterfly valve.



Below, while the crews are in the field and at the plants making all these things happen, Operation Supervisor Andy Peters experiments to find the best way to clean the new shop floor. Good housekeeping is the foundation of both Safety and LEAN, and important stewardship of the City's new facility.



Work Orders Complete By Fund



Work In Process

Current Load by Team

Team	Backlog (# of WOs)	Promise Date Performance
Utility Crew	61	99.96%
Wastewater Plant	58	96.36%
Water Plant	19	96.35%
Supervisor	34	94.37%

Current Financial Encumbrances (Open/Approved POs by fund) for Operations

Fund	Account#	\$\$
Sewer Fund	106-601-5-*	\$303299.87
Water Fund	105-501-5-*	\$35784.47
Storm Fund	108-801-5-*	\$5000
Park Fund	101-106-5-*	\$5857.1
Street Fund	104-401-5-*	\$30771.38

TOTAL		\$380712.8200

Work Complete During Period

1/15/2020 - 3/15/2020

Work Orders Completed (by Fund)

Water	202
Sewer	136
Storm	12
Street	46
Fleet	12
General_parks_facilities_ect	168
SplitFund_locates_etc	21
Capital	0
Other	54

TOTAL	651

Work Orders Completed (by Team)

Utility_Crew	394
Wastewater_Plant	95
Water_Plant	139
Supervisor	23
Corrective_Action	0
Deep_Backlog	0

TOTAL	651



LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp:
<input type="checkbox"/> Brewery 2 nd Location	
<input type="checkbox"/> Brewery 3 rd Location	Name of City or County: _____ Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied By: _____ Date: _____
<input type="checkbox"/> Brewery-Public House 1 st location	
<input type="checkbox"/> Brewery-Public House 2 nd location	
<input type="checkbox"/> Brewery-Public House 3 rd location	
<input type="checkbox"/> Distillery	
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	OLCC USE ONLY Date application received: <u>3/4/20</u> By: <u>Karina</u> License Action(s): <u>N/D</u>
<input type="checkbox"/> Grower Sales Privilege 1 st location	
<input type="checkbox"/> Grower Sales Privilege 2 nd location	
<input type="checkbox"/> Grower Sales Privilege 3 rd location	
<input checked="" type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
<input type="checkbox"/> Winery 2 nd Location	
<input type="checkbox"/> Winery 3 rd Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

HUMBLE CATERING LLC

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

3. Trade Name of the Business (Name Customers Will See)

THE HUMBLE PIG CAFE

4. Business Address (Number and Street Address of the Location that will have the liquor license)

115 E. MAIN ST #2

City	County	Zip Code
<u>Medalla</u>	<u>CLATSOP</u>	<u>97088</u>



OREGON LIQUOR CONTROL COMMISSION LIMITED LIABILITY COMPANY QUESTIONNAIRE

1530213-97 Exp 2/21

Please Print or Type

LLC Name: HUMBLE CATERING LLC Year Filed: 2019

Trade Name (dba): THE HUMBLE PIG CAFE

Business Location Address: 115 E. MAIN ST. #2

City: MOUALLA ZIP Code: 97038

List Members of LLC:

Percentage of Membership Interest:

1. JOSEPH W. SEUNGER
(managing member)

50%

2. SARAH SHANKY
(members)

50%

3. _____

4. _____

5. _____

6. _____

(Note: If any LLC member is another legal entity, that entity must also complete an LLC, Limited Partnership or Corporation Questionnaire. If the LLC has officers, please list them on a separate sheet of paper with their titles.)

Server Education Designee: JOSEPH SEUNGER DOB: 6/16/83

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Signature: _____
(name) managing owner (title) Date: 3/4/20



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

CLERK

PRINT

1. Name: (LAST) <u>SEUNGER</u> (FIRST) <u>JOSEPH</u> (MIDDLE) <u>W</u>	
2. Other Names Used (Maiden, Etc.):	
3. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No a Social Security Number (SSN) issued by the U.S. Social Security Administration? If yes, please provide your SSN: _____	
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p> <p>Do you voluntarily consent to the OLCC's use of your SSN as just described? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
4. Date of Birth (MM/DD/YYYY):	5. Contact Phone:
6. Driver License or State ID #:	7. State: <u>OR</u>
8. Residence Address:	
9. Mailing Address (if different): <u>X</u>	
10. E-Mail (optional):	
11. Do you have a spouse or domestic partner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list his/her full name:	
12. If yes to #11, will this person be involved in the management of, or have control over the business? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
13. In the past 10 years, have you been convicted ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)	
14. In the past 10 years, have you been convicted ("convicted" includes paying a fine) in Oregon or another U.S. state of a FELONY ? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)	
15. Have you ever been in a drug or alcohol diversion program in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)	

No call

CCH

10/3/10/20

16. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service permits and marijuana worker permits are not liquor licenses).

No Yes (Please include explanation below) Unsure (Please include explanation below)

17. Have you, or any legal entity that you are a part of, **ever** had an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the U.S.?

No Yes (Please include explanation below) Unsure (Please include explanation below)

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

No Please skip questions 19 & 20. Go directly to question 21.

Yes Please answer questions 19, 20, and 21.

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?

No Yes (Please include explanation below) Unsure (Please include explanation below)

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?

No Yes (Please include explanation below) Unsure (Please include explanation below)

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

No Yes (Please include explanation below) Unsure (Please include explanation below)

NOT BEHINDS BUSINESS I AM CURRENTLY APPLYING FOR.

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: (LAST)

SEILINGER

(FIRST)

JOSEPH

(MIDDLE)

W.

Signature:

Date:

3/3/20



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

EAR

PRINT

1. Name: (LAST) <u>Shanky</u>		(FIRST) <u>Sarah</u>	(MIDDLE) <u>Janelle</u>
2. Other Names Used (Maiden, Etc.):			
3. Do you have a Social Security Number (SSN) issued by the U.S. Social Security Administration? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide your SSN: _____			
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC§ 552(a).</p> <p>Do you voluntarily consent to the OLCC's use of your SSN as just described? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>			
4. Date of Birth (MM/DD/YYYY):		5. Contact Phone:	
6. Driver License or State ID #:		7. State: <u>OR</u>	
8. Residence Address:			
9. Mailing Address (if different): <u>(SAB)</u>			
10. E-Mail (optional):			
11. Do you have a spouse or domestic partner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list his/her full name:			
12. If yes to #11, will this person be involved in the management of, or have control over the business? <input type="checkbox"/> No <input type="checkbox"/> Yes			
13. In the past 10 years, have you been convicted ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)			
14. In the past 10 years, have you been convicted ("convicted" includes paying a fine) in Oregon or another U.S. state of a FELONY ? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)			
15. Have you ever been in a drug or alcohol diversion program in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)			

CCH
 10/31/20
 45

16. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service permits and marijuana worker permits are not liquor licenses).

No Yes (Please include explanation below) Unsure (Please include explanation below)

17. Have you, or any legal entity that you are a part of, **ever** had an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the U.S.?

No Yes (Please include explanation below) Unsure (Please include explanation below)

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

No Please skip questions 19 & 20. Go directly to question 21.

Yes Please answer questions 19, 20, and 21.

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?

No Yes (Please include explanation below) Unsure (Please include explanation below)

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?

No Yes (Please include explanation below) Unsure (Please include explanation below)

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

No Yes (Please include explanation below) Unsure (Please include explanation below)

Only the business I am applying for.

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: (LAST)

Shanky

(FIRST)

Sarah

(MIDDLE)

Janelle

Sign:

C

Date:

3/3/2020



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: HUMBLE CATERING LLC Phone: (503) 329-4969

Trade Name (dba): THE HUMBLE PIG CAFE

Business Location Address: 115 E. MAIN ST. #2

City: MOUWUA ZIP Code: 97045

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	8 AM	to	11 pm
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

Outdoor Area Hours:

Sunday	8 AM	to	11 pm
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

The outdoor area is used for:

Food service Hours: 8 AM to 11 pm

Alcohol service Hours: 8 AM to 11 pm

Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

_____ (Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT Check all that apply:

<input type="checkbox"/> Live Music	<input type="checkbox"/> Karaoke
<input type="checkbox"/> Recorded Music	<input type="checkbox"/> Coin-operated Games
<input type="checkbox"/> DJ Music	<input type="checkbox"/> Video Lottery Machines
<input type="checkbox"/> Dancing	<input type="checkbox"/> Social Gaming
<input type="checkbox"/> Nude Entertainers	<input type="checkbox"/> Pool Tables
	<input type="checkbox"/> Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

SEATING COUNT

Restaurant: 14 Outdoor: 8

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: 22

OLCC USE ONLY

Investigator Verified Seating: ___(Y)___(N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: _____ Date: 3/4/20

City Of Molalla

City Council Meeting



Agenda Category: Consent Agenda

Subject: Contract Award for the Ph. 1 Project 2 Patrol Sewer and Water Reconstruction project #19-12

Recommendation: Council Approval

Date of Meeting to be Presented: April 22, 2020

Fiscal Impact: \$653,808.25 Capital Projects Fund

Background:

The City advertised an Invitation to Bid on February 26, 2020 and March 4, 2020 in the Daily Journal of Commerce. On March 25, 2020, the City received and opened a total of seven bids. Below is the Bid Summary for the three lowest responsible bidders:

- | | |
|---------------------------|---------------|
| 1. Moore Excavation | \$ 653,808.25 |
| 2. Landis & Landis Const. | \$ 666,049.00 |
| 3. C&M Excavation | \$ 708,034.00 |

After review of the bids, Moore Excavation was deemed the lowest responsible bidder. A Notice of Intent to Award was issued to all bidders on March 30, 2020 and no protests were received. Staff recommends City Council award the contract to Moore Excavation and authorize the City Manager to execute a contract and any change orders within the approved budget.

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

City of Molalla

City Council Meeting



Agenda Category: New Business

Subject: Sewer Rate Increase

Recommendation: Council Approval

Date of Meeting to be Presented: April 22, 2020

Fiscal Impact: Sewer Fund

Background:

City Council received a rate presentation at its March 25th meeting to cover ongoing operational costs and debt payment for construction of the Wastewater Treatment Plant (WTP) upgrade. Per City Council's direction, staff submitted an application for interim and long-term financing to Oregon DEQ and will soon submit an application for USDA-RD. Per City Council's direction, staff has provided the attached Resolution for rate increases on July 1st of each year through 2025. The rate increases consider inflation and there is a provision to review on a yearly basis to ensure that funding remains on track with actual needs. If no adjustments are needed, then the Resolution will remain in effect through 2025 with only annual inflation adjustments for 2026 and beyond. If adjustments are required, then a new resolution will be brought back to City Council for approval.

Recommended Motion: Adopt Resolution 2020-05.

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



RESOLUTION No. 2020 – 05

**A RESOLUTION OF THE CITY OF MOLALLA, OREGON ESTABLISHING
SANITARY SEWER RATES AND ANNUAL INFLATION ADJUSTMENTS THEREAFTER
AS PROVIDED BY MOLALLA MUNICIPAL CODE CHAPTER 13.08**

WHEREAS, The Molalla Municipal Code Section 13.08.030 provides that fees for sanitary sewer service be established by resolution of the City Council; and

WHEREAS, the City desires to regularly review the costs of operating, maintaining and improving the sanitary system; and

WHEREAS, the City has prepared a fee rate analysis which has identified sanitary sewer system costs, rate structure alternatives, debt and equitable cost recovery methods; and

WHEREAS, the City completed a 5-year sanitary sewer capital improvement plan and rate analysis to revise the fees based on the updated plan and wastewater treatment plant upgrade cost estimate; and

WHEREAS, the City Council desires to implement the average annual rate increase of 7.33% each year for the next five years.

WHEREAS, the City desires to establish within its sanitary sewer rate structure an annual increase to address inflation based on the Bureau of Labor Statistics All Items in WEST – Size Class B/C, all urban; Consumer Price Index All Urban Consumers; Series ID CUURN400SA0, service provision and maintenance.

WHEREAS, the City will annually review cost and revenue requirements and adjust fees as needed by Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Molalla as follows:

Section 1. Resolution No. 2018-22 is repealed upon the effective date of this Resolution.

Section 2. The fixed fee shall be based on a rate per equivalent dwelling unit (EDU) per month for residential and per connection for commercial and industrial classifications.

Section 3. The use charge shall be based on the per hundred cubic feet (Ccf) of winter average water consumption for residential properties. The use charge shall be based on the per hundred cubic feet (Ccf) of actual use for commercial and industrial properties. Use based on winter average water consumption for commercial and industrial properties will be approved on a case by case basis and reviewed annually for backflow testing compliance. Sanitary Sewer Rates and Fees are established:

**Rate Schedule thru June 30, 2020 – Sanitary Sewer
(All Residential, Commercial, and Industrial inside the City)**

Class	Fixed Fee	Use Charge (per Ccf)
Residential (per dwelling unit)	\$40.46	\$4.01
Commercial 1	\$40.46	\$3.61
Commercial 2	\$40.46	\$4.61
Commercial 3	\$40.46	\$5.21
Commercial 4 & Industrial	Flow (per Ccf) BOD (per Lb) TSS (per Lb)	\$3.61 \$0.60 \$0.60

**Rate Schedule Effective July 01, 2020 – Sanitary Sewer
(All Residential, Commercial, and Industrial inside the City)**

Class	Fixed Fee	Use Charge (per Ccf)
Residential (per dwelling unit)	\$43.43	\$4.30
Commercial 1	\$43.43	\$3.87
Commercial 2	\$43.43	\$4.95
Commercial 3	\$43.43	\$5.59
Commercial 4 & Industrial	Flow (per Ccf) BOD (per Lb) TSS (per Lb)	\$3.87 \$0.64 \$0.64

Rate Schedule Effective July 01, 2021 – Sanitary Sewer
(All Residential, Commercial, and Industrial inside the City)

Class	Fixed Fee	Use Charge (per Ccf)
Residential (per dwelling unit)	\$46.61	\$4.62
Commercial 1	\$46.61	\$4.16
Commercial 2	\$46.61	\$5.31
Commercial 3	\$46.61	\$6.00
Commercial 4 & Industrial	Flow (per Ccf) BOD (per Lb) TSS (per Lb)	\$4.16 \$0.69 \$0.69

Rate Schedule Effective July 01, 2022 – Sanitary Sewer
(All Residential, Commercial, and Industrial inside the City)

Class	Fixed Fee	Use Charge (per Ccf)
Residential (per dwelling unit)	\$50.03	\$4.96
Commercial 1	\$50.03	\$4.46
Commercial 2	\$50.03	\$5.70
Commercial 3	\$50.03	\$6.44
Commercial 4 & Industrial	Flow (per Ccf) BOD (per Lb) TSS (per Lb)	\$4.46 \$0.74 \$0.74

Rate Schedule Effective July 01, 2023 – Sanitary Sewer
(All Residential, Commercial, and Industrial inside the City)

Class	Fixed Fee	Use Charge (per Ccf)
Residential (per dwelling unit)	\$53.69	\$5.32
Commercial 1	\$53.69	\$4.79
Commercial 2	\$53.69	\$6.12
Commercial 3	\$53.69	\$6.91
Commercial 4 & Industrial	Flow (per Ccf) BOD (per Lb) TSS (per Lb)	\$4.79 \$0.80 \$0.80

Rate Schedule Effective July 01, 2024 – Sanitary Sewer
(All Residential, Commercial, and Industrial inside the City)

Class	Fixed Fee	Use Charge (per Ccf)
Residential (per dwelling unit)	\$57.63	\$5.71
Commercial 1	\$57.63	\$5.14
Commercial 2	\$57.63	\$6.57
Commercial 3	\$57.63	\$7.42
Commercial 4 & Industrial	Flow (per Ccf) BOD (per Lb) TSS (per Lb)	\$5.14 \$0.85 \$0.85

Rate Schedule Effective July 01, 2025 – Sanitary Sewer
(All Residential, Commercial, and Industrial inside the City)

Class	Fixed Fee	Use Charge (per Ccf)
Residential (per dwelling unit)	\$61.85	\$6.13
Commercial 1	\$61.85	\$5.52
Commercial 2	\$61.85	\$7.05
Commercial 3	\$61.85	\$7.96
Commercial 4 & Industrial	Flow (per Ccf) BOD (per Lb) TSS (per Lb)	\$5.52 \$0.92 \$0.92

Section 4. Rates for all existing services outside of the City limits shall be 150% of the rate schedule shown above.

Section 5. Annual inflationary adjustments for all sanitary sewer users shall be effective automatically each year on July 1 based on the published values by the Bureau of Labor Statistics All Items in WEST – Size Class B/C, all urban; Consumer Price Index All Urban Consumers; Series ID CUURN400SA0.

Section 6. This Resolution shall be effective upon adoption and all rates and charges established herein for sanitary sewer customers shall go into effect as of dates provided in rate schedule.

Duly adopted by Molalla City Council the 22nd day of April 2020.

Keith Swigart, Mayor

ATTEST the 22nd day of April 2020

Christie DeSantis, City Recorder

City Of Molalla

City Council Meeting



Agenda Category: Consent Agenda

Subject: ODOT Cooperative Improvement Agreement No. 34035

Recommendation: Council Approval

Date of Meeting to be Presented: April 8, 2020

Fiscal Impact: Capital Projects Fund (Construction), Street Fund (Maintenance)

Background:

In accordance with ODOT development requirements, the City must enter into a Cooperative Improvement Agreement (CIA) with The Oregon Department of Transportation (ODOT) and the Developer for construction and ongoing maintenance of the improvements fronting the Cascade Center development and signal at OR 211 and Molalla Avenue. Attached is a draft copy of the CIA currently under review by staff. Staff recommends the City Council authorize the City Manager to negotiate and execute an agreement and any necessary amendment changes with the Oregon Department of Transportation and Developer.

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

**COOPERATIVE IMPROVEMENT AGREEMENT
OR 211: S Hezzie Lane to Leroy Avenue
OR 211 and Molalla Avenue Signal
Cascade Center Molalla**

THIS COOPERATIVE IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into by and among the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT”; the CITY OF MOLALLA, acting by and through its City Manager, hereinafter referred to as “City”; and Cascade Center Molalla, LLC, acting by and through its designated representatives, hereinafter referred to as “Developer.” State, City, and Developer are each herein referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. State, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes.
3. WoodBurn-Estacada Highway, also known as Highway 161 and OR 211, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
4. City issued a final Notice of Decision DRW01-2019 (Cascade Center) (the “Notice of Decision”) dated June 7, 2019, hereby incorporated by reference, authorizing Developer to build a commercial development at 121 S. Hezzie Lane (the “Subject Property”).
5. As a condition of developing the Subject Property, Developer must construct improvements on OR 211.
6. The Parties desire to enter into this Agreement to set forth Developer’s responsibilities to improve OR 211 as part of its condition of approval for development of the Subject Property.

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

TERMS OF AGREEMENT

1. The Parties agree that Developer shall construct improvements to OR 211 as approved and permitted by State (such improvements hereinafter collectively referred to as the "Project"). The scope and location of the Project are more specifically set forth in Exhibit A, attached hereto and by this reference made a part hereof. The State Traffic Engineer conditions of approval for the full signal and Rectangular Rapid Flash Beacon are more specifically set forth in Exhibit B, attached hereto and by this reference made a part hereof. The Project includes the following:
 - A full signal at OR 211 and Molalla Avenue
 - Rectangular Rapid Flash Beacon (RRFB) at OR 211 and Leroy Avenue
 - OR 211 frontage improvements at Cascade Center Development including required civil pipe extensions and connections
 - Full street improvements on south side of OR 211 from east edge of 872 W Main Street to west edge of 724 W Main Street.
 - Street improvements including curb from west edge of 724 W Main Street to west edge of 710 W Main Street.
 - Street widening for 3 lane section, including shoulder, on north side of OR 211 fronting entire project
2. The estimated total cost of the Project is \$1,000,000, which is subject to change. Developer is responsible for the total cost of the Project and any Project costs beyond the estimate. Developer shall cover State costs to review Project plans, provide Project inspection, and review, approval, and acceptance of any right of way acquired for Project along the State Highway to be relinquished by the City or Developer post-construction. This cost is estimated to be \$60,000 and is subject to change.
3. The term of this Agreement begins on the date all required signatures are obtained and terminates upon completion of the Project and final inspection and approval by State, or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. For purposes of this Agreement, "completion" means approval of all final inspections required for permits issued to construct the Project. Ongoing maintenance responsibilities survive termination of this Agreement and remain in effect for the useful life of the Project, which is twenty (20) calendar years from completion.

DEVELOPER OBLIGATIONS

1. Developer shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit in the

amount of \$60,000 for the Project, said amount being equal to the estimated total cost for the work performed by State at Developer's request under State Obligations paragraph 1. Developer agrees to make additional deposits as needed upon request from State. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to preliminary engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.

2. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, Developer shall pay any amount which, when added to Developer's advance deposit, will equal 100 percent of actual total State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Developer.
3. Developer shall construct the Project as set forth in Terms of Agreement Paragraph 1, including Exhibit A.
4. Developer shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; pay all contractor costs, provide technical inspection (other than inspections provided by State under State Obligations), project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
5. Developer shall design and construct the Project in conformance with the current edition of the *ODOT Highway Design Manual* and the *Oregon Standard Specifications for Construction Manual*. Developer understands the Project shall be designed and constructed to State standards and approved by State prior to construction of Project by Developer.
6. All employers, including Developer, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Developer shall ensure that each of its subcontractors complies with these requirements.
7. Developer shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
8. Developer acknowledges and agrees that City, State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Developer which are directly

pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final inspection and approval by State. Copies of applicable records shall be made available upon request.

9. Developer shall indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation, its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this Project, except for those claims arising from negligence or omissions of the State or its employees, for which relief would otherwise be available pursuant to the Oregon Tort Claims Act (ORS 30.260–30.300).
10. Notwithstanding the foregoing defense obligations under the paragraph above, neither Developer nor any attorney engaged by Developer shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Developer is prohibited from defending the State of Oregon, or that Developer is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Developer if the State of Oregon elects to assume its own defense.
11. Developer shall, indemnify, defend, save, and hold harmless the City of Molalla, its officers, agents, volunteers and employees from any and all claims, suits, and liabilities which may occur in the performance of this Project, except for those claims arising from negligence or omissions of the City or its officers, agents, volunteers or employees, for which relief would otherwise be available pursuant to the Oregon Tort Claims Act (ORS 30.260–30.300).
12. Notwithstanding the foregoing defense obligations under the paragraph above, neither Developer nor any attorney engaged by Developer shall defend any claim in the name of the City of Molalla, nor purport to act as legal representative of the City of Molalla, without the prior written consent of the City of Molalla. The City of Molalla may, at any time at its election assume its own defense and settlement in the event that it determines that Developer is prohibited from defending the City of Molalla, or that Developer is not adequately defending the City of Molalla's interests, or that an important governmental principle is at issue or that it is in the best interests of the City of Molalla to do so. The City of Molalla reserves all rights to pursue any claims it may have against Developer if City of Molalla elects to assume its own defense.
13. Developer shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279A, 279B and 279C incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Developer expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with

Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and State civil rights and rehabilitation statutes, rules and regulations.

14. Developer is required to pay, on behalf of State, any applicable fee due because of this Project, pursuant to ORS 279C.825, to the Bureau of Labor and Industries. In the event Developer does not pay such fee, and State is required to do so, Developer shall reimburse State such amount, within three (3) business days, upon its request. In addition, Developer agrees to indemnify, hold harmless and reimburse State and its officers, employees and agents, and City and its officers, employees and agents for any liability, cost, expense, fine, fee or penalty payable to a private party or governmental entity, including another agency of the State of Oregon resulting from or arising out of this Project, including but not limited to expenses incurred to comply with, to obtain a determination under, or in any other way related to the Prevailing Wage Rate Laws set forth in ORS 279C.800 to 279C.870.
15. Developer agrees that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented and approved by ODOT by means of a design exception. Developer further agrees that for all projects on the National Highway System, regardless of funding source, any design element that does not meet AASHTO standards must be justified and documented and approved by ODOT by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and may approve or reject design exceptions at its sole discretion.
16. Developer shall construct the Project in accordance with the requirements of ORS 276.071 including the public contracting laws within ORS Chapters 279A, 279B and 279C.
17. If Developer chooses to assign its contracting responsibilities to a contractor, Developer shall inform the contractor of the requirements of ORS 276.071 to ensure that the public contracting laws within ORS 279A, 279B, and 279C are followed.
18. Developer agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. Developer must obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
19. Americans with Disabilities Act Compliance.
 - a. The Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals that triggers an obligation to address curb ramps or pedestrian signals. Developer shall, consistent with ODOT's design approvals:

- i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>; and
 - iv. Promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by ODOT and prior to release of any Developer contractor.
- b. Developer shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Developer shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction
 - c. Developer shall ensure that any portions of the Project under Developer's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Developer ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,

- ii. Any complaints received by Developer identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Developer pursuant to applicable local code provisions, and
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed.
- d. Maintenance obligations in this section shall survive termination of this Agreement.
20. Developer shall be responsible for the relocation or reconstruction of all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on City's or State's right of way.
21. If Developer enters into a construction contract for performance of work on the Project, then Developer will require its contractor to provide the following, and in the event Developer provides construction activities for the Project itself, the Developer is required to provide the following as well:
- a. Contractor shall indemnify, defend and hold harmless State and City against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
 - b. Contractor shall name State, Developer and City as third party beneficiaries of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State and City. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than

\$2,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$4,000,000.

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include State and City and their divisions, officers and employees as "Additional Insured" but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State, Developer and City. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
22. Pursuant to the statutory requirements of ORS 279C.380, Developer shall require its contractor to submit a performance bond to Developer for an amount equal to or greater than the estimated cost of the Project.
23. Developer will provide a stand-by letter of credit in an amount equal to State's cost estimate to construct the improvements that will be available to State if Developer has not commenced construction of the Project by August 2020.
24. Developer shall, within ninety (90) calendar days of completion or termination without completion of the Project, provide to State permanent mylar "as constructed" plans for work on state highways. If Developer or its consultant redrafts the plans, done in Computer Aided Design and Drafting (CADD) or Microstation, to get the "as constructed" set, and they follow the most current version of the "Contract Plans Development Guide, Volume 1 Chapter 16" <http://egov.oregon.gov/ODOT/HWY/ENGSERVICES/cpdg.shtml>, Developer shall provide to State a Portable Document Format (PDF) file and a paper copy of the plan set.
25. Developer shall, pursuant to OAR Chapter 734, Division 10, ensure that its contractor has been prequalified and registered with the Construction Contractor's Board, to function as the general contractor for the performance of this work. All obligations of

the Developer stated in this Agreement shall remain the responsibility of the Developer regardless of whether or not a contractor performs the work. It is the Developer's responsibility to inform any such contractor of its obligations.

26. This Agreement is conditioned upon Developer obtaining a "Permit to Occupy or Perform Operations upon a State Highway" from State's District 2B office, as well as but not limited to, land use permits, building permits, and engineering design review approval from State. Developer agrees to comply with all provisions of said permits, and shall require its contractors, subcontractors, and consultants performing such work to comply with said permits and provisions. In the event of a conflict between this Agreement and the permit, this Agreement shall control and take precedence.
27. Developer shall, prior to beginning construction, provide the Project preliminary and final plans and specifications to State's District 2B Office for review and written concurrence. The plans and specifications must be approved by Office of the State Traffic Engineer. All signal equipment must be inspected and tested by State's Traffic Systems Services Unit. Any video detection equipment to be used with the traffic signal will need to be reviewed and approved by the State Traffic Engineer to ensure proper location and usage. State's District 2B office shall coordinate all such review.
28. Developer and its contractors shall follow the Oregon Locate Laws (ORS 757 and OAR 952).
29. For all work being performed on State facilities, Developer shall cause the Project to be designed and constructed in accordance with State standards, subject to any modifications approved by the State in writing, and shall, upon completion of the Project, release ownership of all traffic signal equipment to State.
30. Developer's or its contractor's electrical inspectors shall possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on State highways. The State District 2B Permitting Office shall verify compliance with this requirement prior to construction. Said inspectors must coordinate their traffic inspections with State District 2B and Electrical inspectors during the course of the Project.
31. Developer is responsible for and ensures that all survey monuments recorded with a county and within or adjacent to the highway right of way shall be preserved in accordance with ORS 209.140 and 209.150. Any such monumentation that is damaged or removed during the course of the Project must be replaced in compliance with ORS Chapter 209 stipulations, the State Right of Way Monumentation Policy, and at Developer's own expense. Developer is also responsible, at its own expense, for replacement of any additional State survey marks or other monumentation not recorded with a county that are damaged or removed during the course of the Project. In the event of such replacement, Developer shall contact State's Geometrics Unit for replacement procedures.

32. If additional right of way is acquired for State highway right of way purposes as a result of the Project, then a right of way monumentation survey is required as defined in ORS 209.150 and 209.155. Developer agrees to provide such a survey, at its own expense, following ORS Chapter 209 stipulations, State Right of Way Monumentation Policy, and State's Geometronics Unit review and approval, and to file the legal survey with the appropriate county Surveyor's office as required.
33. Developer certifies and represents that the individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of Developer, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Developer.
34. Developer's Project Manager for this Project is **Karl Ivavov** or assigned designee upon individual's absence. Developer shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall perform the following work on the Project: review Project plans; Project inspection; and review, approval, and acceptance of any right of way acquired for Project along the State Highway to be relinquished by the City or Developer post-construction.
2. State shall, upon execution of the agreement, forward to Developer a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$60,000 for payment of State's services for the Project. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project. Funding is for the following:
 - a. Design Review Services: \$40,000
 - b. Right-of-Way or Easement Acquisition: \$0
 - c. Survey monument protection replacement and Monumentation of new Right-of-way: \$0
 - d. Field Electrical Services: \$20,000
 - e. Permit Inspection and coordination Services: \$0
3. Upon completion of the Project, State shall either send to Developer a bill for the amount which, when added to Developer's advance deposit, will equal 100 percent of the total state costs for Project or State will refund to Developer. Any portion of said advance deposit which is in excess of the total State costs for Project.
4. State is responsible for maintenance of all roadway improvements constructed on State right of way.

5. State shall be responsible for maintaining the traffic signal and associated illumination at OR 211 and Molalla Avenue and the RRFB at OR 211 and Leroy Avenue. State shall keep accurate cost accounting records of traffic signal and associated illumination maintenance costs and shall bill City annually for 50 percent of all said costs.
6. State grants authority to Developer, Developer's contractors, inspectors and consultants, and City to enter upon State right of way for the construction of this Project under the terms of the miscellaneous permit to be issued by State District 2C Office.
7. State's Project Manager for this Project is Loretta Kieffer, or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

CITY OBLIGATIONS

1. City shall not approve the final plat for the Subject Property without first obtaining verification from State that such conditions have been fulfilled.
2. City is responsible for the maintenance of the sidewalks and the lighting constructed as part of the Project.
3. City maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in Molalla Avenue in such a manner as to provide adequate protection for said detector loops.
4. City shall upon receipt of a fully executed copy of this Agreement and upon receipt of billing from State annually reimburse State for 50 percent of all costs associated with the maintenance of the Project traffic signal at OR 211 and Molalla Avenue and the RRFB at OR 211 and Leroy Avenue.
5. City shall ensure that any portions of the Project under City's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, City ensuring that:
 - a. Pedestrian access is maintained as required by ADA,
 - b. Any complaints received by City identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - c. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of the Project construction are completed by City pursuant to applicable local code provisions,

- d. Any future alteration work on Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed.
6. City grants authority to State and Developer, Developer's contractors, inspectors and consultants to enter upon City right of way for the construction of this Project.
7. City's Project Manager for this Project is Gerald Fisher, Public Works Director, 117 N. Molalla Ave., P.O. Box 248, Molalla, OR 97038, 503-829-6855, gfisher@cityofmolalla.com, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of all Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Developer and City, or at such later date as may be established by State, under any of the following conditions:
 - a. If Developer or City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Developer or City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Developer fails to provide payment of its share of the cost of the Project.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third

Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with City (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such proportion as is appropriate to reflect the relative fault of State on the one hand and of City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of City on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which City is jointly liable with State (or would be if joined in the Third Party Claim), City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of City on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. The Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. If Developer or City fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain such facility and bill Developer or City as appropriate, seek an injunction to enforce the duties and obligations of this Agreement, or take any other action allowed by law.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by said party of that or any other provision.

SIGNATURE PAGE TO FOLLOW

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

CASCADE CENTER MOLALLA, LLC, by
and through its designated officials

By _____

Date _____

Developer Contact:

Karl Ivavov
9550 SE Clackamas Road
Clackamas, OR 97015
503-655-7933
karl@iecon.us

CITY OF MOLALLA, by and through its City
Manager

By _____

Date _____

By _____

Date _____

City Contact:

Gerald Fisher
117 N Molalla Ave.
P.O. Box 248
Molalla, OR 97038
503-829-6855
gfisher@cityofmolalla.com

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic Engineer

Date _____

By _____
Region 1 Manager

Date _____

By _____
District 2C Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Janet Borth
Assistant Attorney General

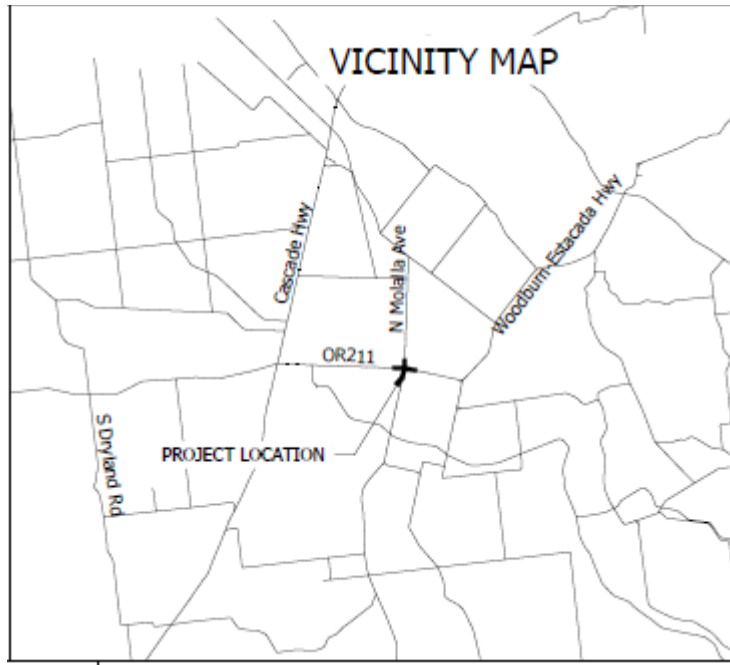
Date via email dated March 23, 2020

State Contact:

Loretta Kieffer
999 NW Frontage Road
Troutdale, OR 97060
503-667-7441
Loretta.l.kieffer@odot.state.or.us

EXHIBIT A – Project Location Map

OR 211 at Molalla Avenue Location



OR 211 other improvements including RRFB at Leroy Avenue.

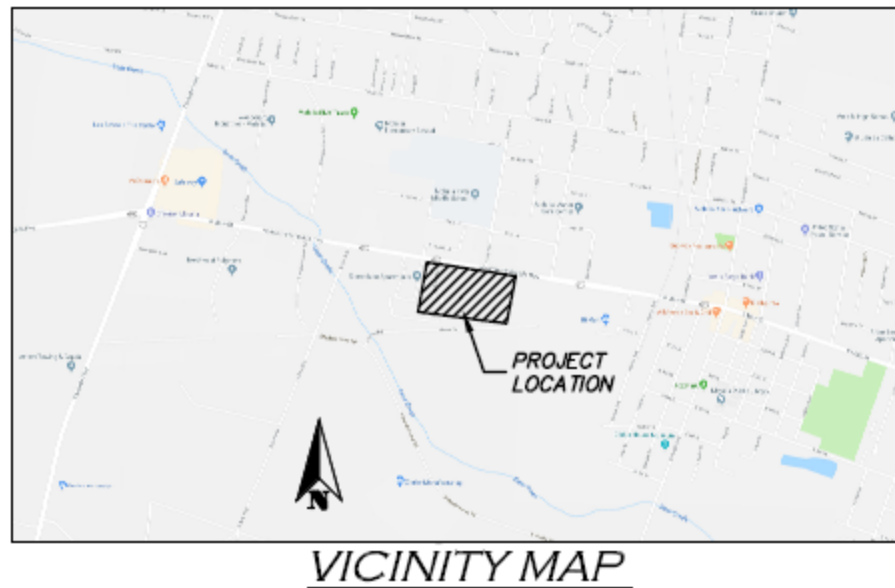


EXHIBIT B



INTEROFFICE MEMO

TECHNICAL SERVICES
Traffic-Roadway Section, MS#5
4040 Fairview Industrial Drive SE
Salem, Oregon 97302-1142
Office Phone: (503) 986-3568

TO: Kathleen Freitag, P.E.
Region 1 Traffic Engineer

File Code: TRA 07-11
LRM 16100100, MP 12.16
Key No. N/A
Approval No. 2019-355.1

FROM: Michael Kimlinger, P.E.
State Traffic-Roadway Engineer

SUBJECT: Request for Marked Crosswalk, RRFB
Woodburn-Estacada Highway (OR-211) at Leroy Avenue
City of Molalla

This memo rescinds and replaces Approval No. 2019-333.2. A statement regarding the timing of the installation/activation of these improvements and occupation of the proposed development has been added.

I have reviewed your request to mark the western crosswalk and to install a rectangular rapid flashing beacon at the subject location. The enhancements at the crosswalk are expected to encourage pedestrians to cross the highway at this improved location and to raise driver awareness of pedestrians near this crossing. In accordance with Oregon Administrative Rule 734-020-0410, I approve your request with the following conditions:

1. The installation and operation of the RRFB devices shall be in accordance with the conditions listed in FHWA's Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons (IA-21) dated March 20, 2018.
2. Crosswalk markings shall be installed in accordance with Section 3B.18 of the 2009 MUTCD and the ODOT Traffic Line Manual. Longitudinal (continental) markings should be used to designate the crosswalk.
3. Two RRFB units must be visible on each approach. One shall be mounted on the right side of the roadway and one should be placed on the left side of the roadway.
4. The need for additional illumination must be assessed as part of this project. A record of related decisions should be retained in the project files.
5. Ensure ADA compliance by following ODOT's ADA-related design standards, design exceptions, and inspection process.
6. The Traffic-Roadway Section shall review and approve the final design plans.
7. This approval is rescinded if the approved changes are not advanced to construction within 5 years of this interoffice memo's signature date.
8. The construction of the sidewalk along the south side of OR 211 and west side of Leroy Avenue along Lot 1 of the development shall be completed and at least 3 lots of the Cascade Center development shall be occupied prior to marking the crosswalk or activating the RRFB.

If you have any concerns regarding this approval, please contact Gary Obery at 503-986-4062.

cc:	Shyam Sharma, R1 Traffic Manager	Johnny Sapp, R1 Electrical Manager
	Jeffrey Hayes, R1 Proj. Del. Traffic Engineer	Doug Bish, Traffic Services Engineer
	Tiffany Slauter, R1 Traffic Operations Engineer	Eric Leaming, Traffic Investigations Engineer
	Glen Bolen, Interim Region 1 Planning Manager	Gary Obery, Active Modes Transportation Eng.
	Kathryn Riley, R1 Traffic Investigator	Joe Searcy, Traffic Signal Coordinator
	Ben Chaney, R1 Traffic Analyst	Scott Cramer, State Traffic Signal Engineer

Attachments: Approval No. 2019-333.2

GRO/esl/tc



INTEROFFICE MEMO

TECHNICAL SERVICES
Traffic-Roadway Section, MS#5
4040 Fairview Industrial Drive SE
Salem, Oregon 97302-1142
Office Phone: (503) 986-3568

TO: Kathleen Freitag,, P.E.
R1 Traffic Engineer

File Code: TRA 07-11
LRM 16100100, MP 12.16
Key: N/A
Approval No. 2019-333.2

Michael Kimlinger Dec 10 2019 10:52 AM

FROM: Michael Kimlinger, P.E.
State Traffic-Roadway Engineer

SUBJECT: Request for Marked Crosswalk, RRFB
Woodburn Estacada Highway (OR-211) at Leroy Avenue
City of Molalla

RESCINDED

I have reviewed your request to mark the western crosswalk and to install a rectangular rapid flashing beacon at the subject location. The enhancements at the crosswalk are expected to encourage pedestrians to cross the highway at this improved location and to raise driver awareness of pedestrians near this crossing. In accordance with Oregon Administrative Rule 734-020-0410, I approve your request with the following conditions:

- 1. The installation and operation of the RRFB devices shall be in accordance with the conditions listed in FHWA's Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons (IA-21) dated March 20, 2018.
2. Crosswalk markings shall be installed in accordance with Section 3B.18 of the 2009 MUTCD and the ODOT Traffic Line Manual. Longitudinal (continental) markings should be used to designate the crosswalk.
3. Two RRFB units must be visible on each approach. One shall be mounted on the right side of the roadway and one should be placed on the left side of the roadway.
4. The need for additional illumination must be assessed as part of this project. A record of related decisions should be retained in the project files.
5. Ensure ADA compliance by following ODOT's ADA-related design standards, design exceptions, and inspection process.
6. The Traffic-Roadway Section shall review and approve the final design plans.
7. This approval is rescinded if the approved changes are not advanced to construction within 5 years of this interoffice memo's signature date.

If you have any concerns regarding this approval, please contact Gary Obery at 503-986-4062.

cc: Shyam Sharma, R1 Traffic Manager
Jeffrey Hayes, R1 Proj. Del. Traffic Engineer,
Tiffany Slauter, R1 Traffic Operations Engineer
Glen Bolen, Interim Region 1 Planning Manager
Kathryn Riley, R1 Traffic Investigator
Ben Chaney, R1 Traffic Analyst

Johnny Sapp, R1 Electrical Manager
Doug Bish, Traffic Services Engineer
Eric Leaming, Traffic Investigations Engineer
Gary Obery, Active Modes Transportation Eng.
Joe Searcy, Traffic Signal Coordinator
Scott Cramer, State Traffic Signal Engineer

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