



AGENDA

MOLALLA CITY COUNCIL MEETING
January 26, 2022
7:00 PM
Molalla Civic Center
315 Kennel Ave, Molalla, OR 97038

Mayor Scott Keyser

Council President Jody Newland
Councilor Elizabeth Klein
Councilor Terry Shankle

Councilor Leota Childress
Councilor Crystal Robles
Councilor Eric Vermillion

EXECUTIVE SESSION begins at 6:00pm: Not open to Public, according to ORS 192.660(2): e

REGULAR COUNCIL MEETING begins at 7:00pm: Open to the Public and open to Public Comment or Testimony. Please fill out a comment card and submit it to the City Recorder, prior to the beginning of the meeting.

The On-Demand replay of the Molalla City Council Meetings are available on Facebook at “Molalla City Council Meetings – LIVE” and “Molalla City Council Meetings” on YouTube.

1. CALL TO ORDER AND FLAG SALUTE

2. ROLL CALL

3. CONSENT AGENDA

- A. Meeting Minutes – January 12, 2022
- B. Budget Committee Member Glen Boreth – Re-appointment
- C. Franchise Agreement Notification: WaveDivision VII, LLC – New Name
- D. Contract Award: Project 21-10 Civic Center Renovation
- E. Budget Calendar FY 2022-2023

4. PRESENTATIONS, PROCLAMATIONS, CEREMONIES

5. PUBLIC COMMENT & WRITTEN COMMUNICATIONS

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

6. PUBLIC HEARINGS

7. ORDINANCES AND RESOLUTIONS

- A. Ordinance No. 2022-01: Annexing Tax Lots 52E08C 03500, 52E08C 03600, AND 52E08C 03700; A 16.50 Acre Territory, and Assigning an M-2 (Heavy Industrial) City Zoning Designation to the Annexed Territory.....Pg. 25

8. GENERAL BUSINESS

- A. I-205 Tolling (Keyser)
- B. Goal Setting Conference

9. STAFF COMMUNICATION

10. COUNCIL COMMUNICATION

11. ADJOURN

Agenda posted at City Hall, Library, and the City Website at <http://www.cityofmolalla.com/meetings>. This meeting location is wheelchair accessible. Disabled individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-829-6855.



Minutes of the Molalla City Council Meeting

Molalla Civic Center
315 Kennel Ave., Molalla, OR 97038
January 12, 2022

CALL TO ORDER

The Molalla City Council Meeting of January 12, 2022 was called to order by Mayor Scott Keyser at 7:00pm.

COUNCIL ATTENDANCE

Present: Mayor Scott Keyser, Council President Leota Childress, Councilor Elizabeth Klein, Councilor Terry Shankle, Councilor Jody Newland, Councilor Crystal Robles, and Councilor Eric Vermillion.

STAFF IN ATTENDANCE

Dan Huff, City Manager; Christie Teets, City Recorder; Dan Zinder, Senior Planner.

CONSENT AGENDA

- A. Meeting Minutes – December 22, 2021

A motion was made by current Council President Childress to approve the Consent Agenda, seconded by Councilor Newland. Vote passed 6-0, with all Councilors voting Aye.

PRESENTATIONS, PROCLAMATIONS, CEREMONIES

- A. Swearing – In: Councilor Eric Vermillion

Mayor Keyser administered the Oath of Office to newly appointed Councilor Eric Vermillion. Mayor Keyser welcomed him to City Council, and Councilor Vermillion took his seat at the dais.

- B. Council President Appointment

Council President Childress nominated Councilor Newland as this years Council President, Councilor Newland accepted the nomination.

A motion was made by Council President Childress, seconded by Councilor Shankle. Vote passed 7-0, with all Councilors voting Aye.

- C. Council Chamber Liaison Appointment

Council President Newland nominated Councilor Vermillion as the Chamber of Commerce liaison, he accepted.

A motion was made by Council President Newland, seconded by Councilor Childress. Vote passed 7-0, with all Councilors voting Aye.

- D. Council Library Liaison Appointment

Councilor Robles made a motion to remain as Library liaison, seconded by Council President Newland. Vote passed 7-0, with all Councilors voting Aye.

- E. Council Parks CPC Liaison Appointment

A motion was made by Mayor Keyser for Council President Newland and Councilor Robles to continue as Parks CPC liaisons, seconded by Councilor Shankle. Vote passed 7-0, with all Councilors voting Aye.

F. Council Police Facility CPC Liaison Appointment

A motion was made by Mayor Keyser for Councilor Shankle and Council President Newland to continue as Police Facility CPC liaisons, seconded by Councilor Robles. Vote passed 7-0, with all Councilors voting Aye.

G. Council Beautification & Culture CPC Liaison Appointment

A motion was made by Mayor Keyser for Councilor Klein and Councilor Childress to serve as Beautification & Culture CPC liaisons, seconded by Council President Newland. Vote passed 7-0, with all Councilors voting Aye.

H. Council C4 Liaison and Alternate Appointment

Mayor Keyser announced that he will remain as the liaison to C4. A motion was made by Councilor Vermillion to serve as the alternate, Councilor Childress seconded. Vote passed 7-0, with all Councilors voting Aye.

I. Planning Commission Appointment

Mayor Keyser reminded Council and audience that at our October 27, 2021 Council meeting, there was a tie vote for the Planning Commission seat between Mr. Clint Ancell and Mr. Michael Carr. The decision was made to table the appointment until Councilor Deller's vacancy was filed. We are again a seven member Council, and have invited applicants to this meeting.

City Recorder Teets received a message from Mr. Carr the day before, requesting his name be removed from consideration due to a previous monthly commitment. Therefore, there is one applicant remaining for the Planning Commission open seat to be considered. Mayor Keyser asked Council members if there were any further questions for Mr. Ancell.

Councilor Childress spoke to Mr. Ancell about a small business that he runs through his home, inquiring if he would be willing to obtain a Business License through the City, if elected. Mr. Ancell replied that if it was deemed necessary, he would.

A motion was made by Councilor Vermillion to appoint Mr. Ancell to the Planning Commission, seconded by Council President Newland. Vote passed 7-0, with all Councilors voting Aye.

PUBLIC COMMENT

None.

PUBLIC HEARINGS

- A. Ordinance No. 2022-01: Annexing Tax Lots 52E08C 03500, 52E08C 03600, AND 52E08C 03700; A 16.50 Acre Territory, and Assigning an M-2 (Heavy Industrial) City Zoning Designation to the Annexed Territory

Senior Planner Zinder provided Council with a staff report that explained the property requesting to be Annexed, along with a description of the Zoning Use.

Mayor Keyser opened the Public Hearing at 7:20pm.

Mr. Lyle Stratton introduced himself for the developer on this property. He invited Council to ask questions, if they had any. Council did not have questions for Mr. Stratton and he thanked them for their time.

Council President Newland asked for clarification on the jurisdiction of Lowe Road, and whether it was City or County property. Mr. Zinder replied that Lowe Road is the City's jurisdiction.

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

Mayor Keyser noted to Council that line item 2 on Page 5 of the council packet needs to be omitted. The content directs the Council to make an improper motion to approve.

ORDINANCES AND RESOLUTIONS

- A. **Ordinance No. 2022-01:** Annexing Tax Lots 52E08C 03500, 52E08C 03600, AND 52E08C 03700; A 16.50 Acre Territory, and Assigning an M-2 (Heavy Industrial) City Zoning Designation to the Annexed Territory

A motion was made by Councilor Childress to adopt Ordinance No. 2022-01 by title only, seconded by Councilor Robles.

Discussion took place with Councilor Klein asking for zoning clarification on this property, being listed as M-2, heavy industrial. Mr. Zinder explained that M-2 zoning is the only option for this property according to our Comprehensive Plan.

Mayor Keyser pointed to the map of the properties to be annexed, inquiring if the properties to the right of them would become an island. City Manager Huff and Mr. Zinder both replied no. The area listed in blue is not city property.

Mayor Keyser called for the vote. Vote passed 6-1, therefore a Second Reading would not be held. Councilors voting Aye: Councilor Vermillion, Councilor Robles, Councilor Shankle, Councilor Klein, Councilor Childress, and Mayor Keyser. Councilor(s) voting Nay: Council President Newland.

Council President Newland explained that her reason for voting “Nay” was not with regard to the applicant or zoning. She does not like that the State dictates the vote to cities.

GENERAL BUSINESS

- A. Council Goal Setting Discussion

Mr. Huff reminded Council that this years Goal Setting Conference is rapidly approaching. We will meet on Saturday, January 29, 2022, from 8:00am-4:30pm.

STAFF COMMUNICATION

- Senior Planner Zinder highlighted the Planning Report, including a housing analysis and affordable housing project.
- City Recorder Teets announced that there are two open seats on the Budget Committee. She plans to meet with Finance Director Seifried, create a packet of information, and prepare it for distribution
- City Manager Huff reminded Council that there are many new faces at City Hall and Public Works. We are almost through our hiring process. He also shared that maps have been installed in the new kiosks, and the digital reader board will be installed within the next few days.

COUNCIL COMMUNICATION

- Councilor Vermillion shared that he had met with Mr. Huff, Ms. Teets, and Chief Long recently. He plans to meet with other department directors as time allows. The remaining Council members gave him a warm welcome.
- Councilor Robles had nothing to report.
- Council President Newland announced that the next Parks CPC meeting will be held on February 1, 2022 at 5:00pm. The meeting will be held at the Civic Center.
- Councilor Shankle had nothing to report.
- Councilor Klein reported on the Beautification & Culture CPC meeting. She spoke about the new kiosks, and that there would be a “Call to Artists” for both adult and youth artists coming soon.
- Councilor Childress is very happy with the communication that the Molalla Current is providing.
- Mayor Keyser invited Council and staff to attend the Grand Reopening of Safeway Molalla. It is taking place on January 19th at 10:00am. He also requested that Council members provide him with their CPC meeting schedules.

For the complete video account of the City Council Meeting, please go to YouTube
“Molalla City Council Meetings – January 12, 2022”

ADJOURN

Mayor Keyser adjourned the meeting at 7:40pm.

Scott Keyser, Mayor

Date

ATTEST:

Christie Teets, City Recorder

DRAFT

City of Molalla

City Council Meeting



Agenda Category: Consent Agenda

Subject: Budget Committee Re-Appointment

Recommendation: Approve Consent Agenda

Date of Meeting to be Presented: January 26, 2021

Fiscal Impact: N/A

Background:

Budget Committee terms are a three-year term. Mr. Glen Boreth has served on the Budget Committee from 2019-2021. Mr. Boreth was appointed as Chair 2020 and 2021. His term is now expired. He has expressed interested in continuing his term 2022-2024. The City appreciates his dedication to this very important committee, and recommends reappointment.

SUBMITTED BY: Christie Teets, City Recorder
APPROVED BY: Dan Huff, City Manager

City of Molalla

City Council Meeting



Agenda Category: Consent

Subject: Franchise Agreement Notification: WaveDivision Holdings, LLC – New Name

Recommendation: Approve Consent Agenda

Date of Meeting to be Presented: January 26, 2022

Fiscal Impact: N/A

Background:

The City Recorders office was notified on Friday, January 14, 2022 that WaveDivision VII, LLC will be updating it's name to Astound Broadband. Communication from Wave is attached.

SUBMITTED BY: Christie Teets, City Recorder
APPROVED BY: Dan Huff, City Manager



Michael R. Dover

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Chicago, IL 60606

Tel: 312-857-7087
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January 12, 2022

VIA US MAIL

City of Molalla
City of Molalla
117 N. Molalla Avenue

PO Box 248
Molalla, OR 97038

Re: **WaveDivision VII, LLC's Notice of Intent to Operate Under New Trade Name**

To City of Molalla:

We are pleased to announce that, in January 2022, WaveDivision VII, LLC, an authorized provider of cable services in Molalla, will begin operating under the Astound Broadband and Astound Business Solutions trade names. WaveDivision VII, LLC is one of the operating entities of Radiate Holdings, L.P. ("Radiate"). Radiate, through its subsidiary entities, is currently the sixth largest cable operator in the United States across eleven states and the District of Columbia and offers intrastate, interstate, and international telecommunications, as well as industry-leading high-speed internet, cable services, broadband products, digital TV and fiber optic solutions to over one million customers. Each of Radiate's operating subsidiaries across the country will now be recognizable by the Astound Broadband and Astound Business Solutions trade names.

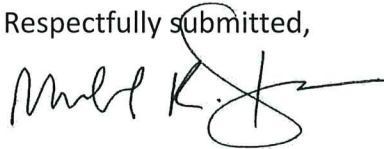
For a transition period, WaveDivision VII, LLC will continue to use the Wave name, such with the Astound Broadband powered by Wavename, in certain customer communications and notices to ensure a seamless transition and to minimize customer confusion. There will be no changes to the ownership of WaveDivision VII, LLC or to the services provided by Wave as a result of the new trade names.

Molalla
January 12, 2022

If you have any questions or inquiries regarding this matter, please contact Joseph Kahl, V.P. Regulatory & Public Affairs, at (609) 306-0901 or joe.kahl@rcn.net, David von Moritz, at (425) 896-1868 or david.vonmoritz@wavebroadband.com, or contact the undersigned.

We look forward to continuing to work with you.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael R. Dover", with a stylized flourish extending to the right.

Michael R. Dover
Kelley Drye & Warren LLP
(312) 857-7087
MDover@kelleydrye.com
Counsel to Radiate Holdings, L.P.

City of Molalla

City Council Meeting



Agenda Category: Consent Agenda

Subject: Construction Contract Award for Civic Center Renovation Project 21-10

Recommendation: Award Contract to Kyлло Brothers Construction

Date of Meeting to be Presented: January 26, 2022

Fiscal Impact: \$41,230

Background:

- In December, 2021, City Staff circulated an intermediate procurement for project 21-10 Civic Center Renovations.
- Only two contractors submitted bids on the project:
 - Inline Construction - \$75,500
 - Kyлло Brothers - \$41,230
- Staff is recommending the contract be awarded to Kyлло Brothers as the lowest responsive bidder.

Attachments:

1. Construction Contract

SUBMITTED BY: Mac Corthell, Community Development Director
APPROVED BY: Dan Huff, City Manager

AGREEMENT

This Agreement is by and between the City of Molalla (“Owner”) and Kyлло Brothers Construction CCB #152677 (“Contractor”) for the Civic Center Renovation Project. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Project

The Project for which the Work under the Contract Documents is generally described as follows:

**City of Molalla
Civic Center Renovation
City of Molalla No. 21-10**

Work

1. The work to be completed under this project is delineated in Exhibit A to this agreement: Kyлло Brothers Construction estimate #1140, dated 12/6/21.

a. Civic Center Renovation - Work includes the following main items:

1. Project consists of labor and materials to renovate (demolition and construction) the new City of Molalla Court Room and City Council Chambers.

Contract Price

Owner shall pay the Contractor for completion of the Work in accordance with the Contract Documents a total base quote price, as shown in Exhibit A - Cost Quote, of:

Lump Sum Bid Price	\$ <u>41,230.00</u>
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Bid In Words Fourtyone thousand, two hundred and thirty dollars.

Payment Procedures

The Owner shall make provisions to allow for progress payments if the duration of the project requires it. Progress payments shall be on a monthly basis with the application for payment on or about the 25th day of each month during performance of the project work.

Payment for completion of work shall be made on a lump sum basis as identified in the Contractor’s Cost Quote identified as Exhibit A, attached hereto and incorporated herein by this reference.

Contract Times

Time is of the essence in this Contract. A. The Work must be substantially completed 45 calendar days after issuance of the Notice to Proceed and ready for final payment in accordance with the Agreement.

Contract Provisions

1. **Insurance Coverage** – The Contractor shall obtain, at its expense, and keep in effect during and following the term of the Contract to the date of final payment, the following insurance coverages:

A. **Workers' Compensation** - The Contractor, its sub-contractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires them to provide Workers' Compensation coverage for all their subject workers, applicable in connection with the death, disability or injury of Contractor's officers, agents, servants or employees arising directly or indirectly out of the performance of this Contract; or shall provide documentation to Owner establishing to their satisfaction that Contractor is exempt from Workers' Compensation coverage pursuant to ORS Chapter 656.126. The Contractor shall ensure that each of its subcontractors complies with these requirements. Each policy required by this section shall be endorsed to provide a waiver of subrogation in favor of the City of Molalla.

1. The Contractor shall ensure that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing any Work.

B. **Commercial General Liability** - Commercial General Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence and an aggregate limit of Two Million Dollars (\$2,000,000) for injury to or death of persons and property damage to or loss or destruction of property with coverages that are satisfactory to the City of Molalla. Such policy shall be endorsed to provide products and completed operations coverage, endorsement CG 2010 11/85 or its equivalent, and contractual liability coverage for liability assumed under this Contract and Per Project Aggregate coverage shall apply. In addition, said policies shall be endorsed to name The Dyer Partnership Engineer's and Planners Inc. and the City of Molalla and their divisions, directors, officers, agents, employees, and City of Molalla Council as additional insured's and shall include a "severability of interests" provision. All coverage shall be on an occurrence basis and not on a claim made basis. The policy shall be endorsed to state that the aggregate limit of liability shall apply separately to the Contract. Each policy required by this section shall be endorsed to provide a waiver of subrogation in favor of the City of Molalla.

1. Coverage may be written in combination with Commercial Automotive Liability Insurance with separate limits for Commercial General Liability

and Commercial Automobile Liability. If this coverage is written in combination with the Commercial General Liability, the aggregate limit for Commercial General Liability shall not be less than \$2,000,000 and the policy shall be endorsed to state that the aggregate limit of Commercial General Liability shall apply separately to the Contract.

- C. Automobile Liability Insurance - Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) each occurrence for injury to or death to persons and damage to or loss or destruction of property arising out of the ownership, maintenance, or use of any owned, non-owned or hired motor vehicle. In addition, said policies shall be endorsed to name The Dyer Partnership Engineer's and Planners Inc. and the City of Molalla and their divisions, directors, officers, agents, employees and City of Molalla Council as additional insured's and shall include a "severability of interests" provision. Each policy required by this section shall be endorsed to provide a waiver of subrogation in favor of the City of Molalla.
- D. Excess or Umbrella Liability – Excess or Umbrella Liability Insurance of at least \$2,000,000 in addition to the underlying Commercial General Liability Insurance coverage. Coverage shall extend to the same perils, terms, and conditions as the commercial general liability insurance.
- E. Tail Coverage – If any of the required liability insurance coverages of this Section are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail coverage, provided its retroactive date is on or before the effective date of the Contract. If Continuous "claims made" coverage is used, the Contractor shall keep the coverage in effect for a duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.
- F. Builders' Risk – The Contractor shall obtain, at its expense, and keep in effect during the term of the Contract, Builders' Risk insurance on all risks of direct physical loss basis, including, without limitation, earthquake and flood damage, for an amount necessary to cover, on an increasing basis, 100% of the value of all work performed as the project progresses, including coverage for that part of Work which has not been incorporated into the Project but which has been included and paid for in a progress payment. Any deductible shall not exceed \$50,000 for each loss, except that the earthquake and flood deductible shall not exceed 5% of each loss or \$50,000, whichever is greater. The policy shall include as loss payee, the City of Molalla.
- G. **Certificate(s) of Insurance** - Contractor shall furnish certificates of insurance to Engineer and the City of Molalla, certifying the existence of such insurance prior to its issuance of a Notice to Proceed. The Contractor shall obtain insurance

coverages required under this Contract from insurance companies or entities acceptable to the City of Molalla and authorized to issue insurance in the State. The Contractor shall be responsible for paying all deductibles, self-insured retentions and/or self-insurance included under these provisions. The Certificate(s) will specify all of the parties who are Additional Insureds. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to maintain the insurance coverage described in this Section. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or limits or not renewed without thirty (30) days advance written notice to the Owner.

- H. The insurance required by B through F above shall be primary and without right of contribution from other insurance and self-insurance that may be in effect and without subordination. The insurance policies must be underwritten by a company licensed in the state where work is to be performed, and carry a minimum Best's rating of A-VI or better. Contractor shall furnish the Owner with certificates of insurance showing compliance with these insurance provisions within seven (7) days of the Notice of Award and no later than five (5) days prior to commencement of the Work.
 - I. The coverage provided by the policies required by sections B through F above shall be primary and any other insurance carried by Owner is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between Owner and Contractor for which Contractor has obtained insurance, the maximum amount which may be withheld by Owner for all such claims shall be no more than the amount of the applicable insurance deductible.
 - J. Owner reserves the right to review, investigate and reject insurance companies proposed to be used by Contractor if they are determined inadequate to provide necessary coverage's as herein specified. All insurance required by this Agreement to be purchased and maintained by Contractor shall be obtained from an insurance company licensed or authorized in the State of Oregon to issue the insurance policies for the limits and coverage's required herein.
2. Contractor hereby agrees to indemnify, defend, and hold harmless Owner, and all of Owner's respective officers, agents, servants, and employees from any and all liability or expense on account of damage to property and injuries, including the death to any person, including any Contractor or subcontractor employed by Contractor and any other person performing any part of the work under this Contract, and any and all loss expenses, damages, claims, fines, charges, liens, liabilities, actions, causes of action or proceedings of any kind whatsoever (whether or not arising on account of damage to or loss of property, or injury to or death of person) arising directly or indirectly out of or in connection with the performance by Contractor of any of its obligations, operations or activities under this Contract, including, but not limited to, any claims for injury to persons or property, nuisance, mechanics' and materialmen's liens, Workers' Compensation and unemployment taxes, fines and penalties and environmental damage.

Contractor shall perform all its obligations and carry on all its operations and activities hereunder as an independent Contractor and entirely at its own risk and responsibility. Contractor shall be responsible for activities of its subcontractors. Contractor further agrees to defend at its own expense any actions or proceedings brought against Owner, or its officers, agents, servants, and employees, or any of them, on account thereof and to pay all expenses to satisfy all judgments which may be rendered against them or any of them in connection therewith, except that the Contractor shall not be liable under this clause only if said liability of Contractor shall arise by reason of predominant negligence of the Owner, or any of its respective officers, agents, servants, or employees.

3. Labor Requirements

A. Contractor agrees to comply with Oregon's Prevailing Wage Law, ORS 279C.800 through ORS 279C.870, in contracting for any work required to be performed under this Contract. Payment of Prevailing Wages is required for all jobs over \$50,000. Contractor agrees that if the Oregon Bureau of Labor and Industries determines that work performed pursuant to this Contract would fall within the requirements of ORS Chapter 279C.800 through ORS 279C.870, that Contractor would be liable for paying any unpaid wages required by these statutes.

B. If the Oregon Bureau of Labor and Industries determines that work performed pursuant to this Contract would fall within the requirements of Oregon's Prevailing Wage Law, then the Contractor will defend and indemnify Owner, from any claim made by or on behalf of the Oregon Bureau of Labor pursuant to such law.

4. Contractor shall, at its sole expense, procure all permits and licenses, pay all charges and other fees and give all notices necessary and incident to the due and lawful prosecution of the work under this Contract. Contractor will be responsible for obtaining building, electrical, and mechanical permits as applicable.

5. Contractor shall acquaint itself with limits of the property or right-of-way of the City of Molalla and shall not trespass on other property. All work shall be done in such a manner as not to interfere with the Owner's operations. Contractor and their employees shall familiarize themselves and comply with all posted Owner rules.

6. Time and strict performance are the essence of this Contract, and no waiver by Owner of any breach of any provision of this Contract by Contractor shall be construed to operate as a waiver of any subsequent breach by Contractor of any provision, nor shall a waiver of any provision constitute a continuing waiver of such provision. The remedies set forth herein are not exclusive, and are cumulative with any other remedies available to the parties, in law or at equity.

7. No assignment of this Contract will be valid without the prior written consent of Owner, which shall not be unreasonably withheld. In the event Contractor assigns any of its rights hereunder to any other person, firm or corporation, Contractor shall not be released from liability for performance of any term or provision of this Contract, notwithstanding any such assignment.

8. Owner and its officers shall at all times be allowed access to all parts of the work locations and shall be furnished such information or assistance by Contractor as may be required to make a complete/detailed inspection.
 - A. Substantial Completion - The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is 100% complete in accordance with the Contract Documents with the exception of minor and specific corrective items that would normally be itemized on a final punch list and completed before final acceptance; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by Engineer's written recommendation of final payment in accordance with paragraph 15.06. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
 1. When the Public Works Department authorized representative determines that all of the requirements are met for the construction, testing, and approval of the following: public water systems, public sewer system, public storm systems, private storm water quality/quantity systems, public roadway paving, public roadway striping and signage, public roadway lighting activation, ADA facilities, conditioned offsite improvements, pedestrian and bicycle improvements, transit improvements, park improvements, recording of all public easements, right-of-way dedications, plats, partitions, and park related land dedications, and all fire, life, and safety issues meet code.
 2. Full use of project site is returned to the public.
9. Contractor agrees to protect and to discharge promptly Owner, and Owner's property from any and all liens, claims, and liabilities whatsoever based upon, arising out of, or resulting from Contractor's operations under this Contract, including but not limited to mechanic's, laborer's, and materialmen's liens, and from any claims for violation of laws relating to Workers' Compensation, unemployment compensation, and the like.
10. Notice of Cancellation or Change – The Contractor shall not cancel, change materially, or take any action showing intent not to renew the insurance coverage(s) without 30 days' advance written notice from the Contractor or its insurer(s) to the City of Molalla. Any failure to comply with the reporting provisions of this insurance shall not affect the coverage(s) provided to the City of Molalla, County, or other applicable political jurisdiction or to the City of Molalla's officers, employees, or Council. If Contractor fails, neglects or refuses to make prompt payment of any premium due on account of the required insurance coverage(s), the City of Molalla may pay such premium or procure replacement insurance and charge the amount of the payment against funds due to or to become due the Contractor or its surety under this agreement.
11. Any one of the following shall constitute a default by Contractor:

- A. Failure by Contractor to keep and perform any agreement, covenant or condition for this Contract, if such failure continues for a period of five (5) days after written notice has been provided by Owner, or Owner's authorized field representative to Contractor, provided that Owner shall have the right to immediately terminate all Contractor's activities under this Contract upon lapse of insurance coverage as set forth herein.
 - B. Insolvency of Contractor, whether actual insolvency or insolvency resulting in the filing of a petition for bankruptcy; Contractor's making an assignment for the benefit of creditors; the appointment of a receiver of any kind whatsoever under state or federal law.
 - C. The assignment of this Contract or any interest therein without the consent of Owner, either by act of Contractor or by operation of law, including any assignment by a receiver of Contractor.
 - D. Failure of Contractor to proceed promptly in a workmanlike manner, within the required time, or to maintain an agreed-upon schedule, and failure of Contractor to perform the work required by this Contract in a workmanlike manner, and failure of Contractor to remedy such conditions within two days' notice from Owner may, at Owner's option, constitute a default hereunder.
 - E. In the event of default, Owner shall have, in addition to any other remedy available by law or in equity or under any other provision of this Contract, the right to suspend immediately Contractor's operations until such default is cured and the right to immediately terminate this Contract by notice in writing to Contractor and to immediately take possession of all lands on which operations under this Contract have been performed and to remove Contractor, its agents, employees, subcontractors, and representatives and its equipment from Owner's lands.
12. Any notice required or permitted under this Contract shall be given in writing by mail or hand delivered, and addressed as follows:

Contractor: Kyлло Brothers Construction
32958 S Wilhoit Rd.
Molalla, OR 97038

Owner: City of Molalla
PO Box 248
117 Molalla Avenue
Molalla, Oregon 97038

13. Dispute Resolution

- A. In the event any action, suit, arbitration or other proceeding shall be instituted by

either party to this Contract to enforce any provision of this Contract or any matter arising therefrom or to interpret any provision of this Contract, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the Court or arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of arbitration and the arbitrator(s) fees, and expert witness fees, as fixed by the Court or tribunal in which the case is heard. In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorney fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court or courts or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recover from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements that may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

- B. Any controversy or claim arising out of or relating to this Contract, including without limitation, the making, performance, or interpretation of this Contract or the Contract Documents, shall be settled by arbitration. If the Owner or Contractor disagree whether the Owner or Contractor is legally entitled to recover damages under this Contract or the Contract Documents, then either Owner or Contractor may make a written demand for arbitration. The parties agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. The party seeking arbitration shall give written notice to that effect to the other and shall, in that notice, select an arbitrator. Within 15 days thereafter, the other party shall by written notice either agree to the arbitrator selected or suggest another person to act as arbitrator. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that a judge of the Circuit Court for Clackamas County, Oregon make the selection of an arbitrator. Owner and Contractor will pay their own costs of arbitration, and, unless costs are awarded by the arbitrator to the prevailing party, each are obligated to pay one-half of the arbitrator's fee.
- C. Unless otherwise agreed the arbitration shall be conducted in Clackamas County, Oregon. If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided for by the Oregon Rules of Civil Procedure both in advance of and during recess of the arbitration proceedings. ORS 183.450 (1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such

determination and judgment so the award may be entered in any court having jurisdiction over the parties.

- D. If arbitration is commenced, this Contract shall be governed by and construed in accordance with the laws of the State of Oregon. The parties agree that the arbitrator shall have no jurisdiction to render an award or judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a judgment may be entered on the arbitrator's award. The parties agree that all facts and other information relating to any arbitration arising under this Contract shall be kept confidential to the fullest extent permitted by law. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. In the event of arbitration under the provisions of this agreement, the prevailing party shall be awarded reasonable attorney fees and related costs, disbursements and expert witness fees as provided for in this Contract.
- E. The duty to arbitrate shall survive the cancellation or termination of this Contract.
14. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the specified time. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceedings the actual loss suffered by the Owner, if work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner \$1,000 for each day that expires after the time specified.
- 15.
16. Contractor shall provide a one-year warranty on workmanship and materials in writing, prior to Owner's final acceptance of the completed work and complete Affidavit, Section 00554.
17. State Public Works Requirements
- A. Contractor shall have a public works bond filed with the Oregon Construction Contractors Board before starting Work on the Project unless exempt under ORS 279C.800-870.
- B. Contractor is required to pay a fee (Public Work Contract Fee) to the Oregon Bureau of Labor and Industries pursuant to ORS 279C.830 (2). Submit fee with completed Information Form required by the State.
18. All work shall be constructed in accordance with the latest edition of the Oregon American Public Works Association and ODOT specifications.

CONTRACTOR:

Authorized
Representative

OWNER: City of Molalla

Authorized
Representative

OR CCB #: _____

Date: _____

Date: _____



ADDRESS

City of Molalla
 315 Kennel Ave
 Molalla, OR 97038

Estimate 1140

DATE 12/06/2021

DATE	ACTIVITY DESCRIPTION	QTY	RATE	AMOUNT
	New City of Molalla Court Room Remodel - in Molalla Civic Center bid 1	1	0.00	0.00
	Labor and materials to complete demolition in the defined courtroom area. This includes waste removal.	1	3,600.00	3,600.00
	Labor and materials to complete the following: 1. Siding repair to the main exterior entrance door and two window spaces. 2. Construct a 32'x12'x6" tall platform to support court and city council dias including an ADA ramp for access on one end. 3. Frame in and drywall closet area in the hallway to the judges chambers.	1	8,150.00	8,150.00
	Labor and materials to complete painting in affected areas and install rubber base to hallway.	1	1,400.00	1,400.00
	Labor and materials to install floor covering carpet for the judge platform and hallway. Carpet match as close as possible to existing carpet.	1	2,500.00	2,500.00
	Labor and materials to complete electrical specifications. This project includes moving and installing switches, moving and installing receptacles, new canister lighting in judges hallway, and wiring for courtroom. The wiring in the courtroom includes microphones, 110 volt receptacles, USB ports on all dias positions, HDMI from 3 locations to tv, and all other courtroom wiring to a central location.	1	16,730.00	16,730.00

DATE	ACTIVITY DESCRIPTION	QTY	RATE	AMOUNT
	Labor and materials to complete the following door projects: 1. Install two new pre-stained solid core oak interior doors with hardware 2. Install one door surround 3. Install the secure ADA push button opener on hallway to judges chambers. Includes all installation except the physical card reader and associated programming.	1	8,850.00	8,850.00

TOTAL	\$41,230.00
-------	-------------

Accepted By

Accepted Date

CITY OF MOLALLA & MOLALLA URBAN RENEWAL 2022-23 BUDGET CALENDAR

The process followed in the preparation of this budget complies with the Local Budget Law established by the State of Oregon (ORS Chapter 294). The process and calendar of events leading up to the adoption of this budget are as follows:

January 13	Budget Kick Off Meeting with Departments
January 26	Budget Calendar to Council. Budget Officer by Charter. (ORS.294.331)
February 10	Budget requests due to finance.
February 15-17	Department meetings with Budget Officer / Finance Director
March 3	Final proposed budgets to Budget Officer
March 16-23	Build proposed documents
April 5	Budget 101 (Tuesday)
April 11	Publish Notice of 1 st Budget Committee Meeting (ORS.291.401) to include Shared Revenue Hearing and Public Comment. Post on Website 10 days prior.
April 21	Budget Committee Meeting (Thursday) <i>6:30pm @ the Molalla Civic Center</i>
April 26-May-5	Additional Budget Committee Meeting if needed Budget Committee approves and forwards to City Council (ORS.406)
June 1	Publish Notice of Budget LB/UR Forms. (ORS 294.421)
June 8	Budget Hearing before City Council (ORS 294.430)
July 15	Submit tax certification document to County Assessor (ORS 294.555)

TO ALL: *Budget committee has two vacant seats for citizens residing within the City limits. If you know anyone interested, please have them contact the City Recorder.*

City of Molalla

City Council Meeting



Agenda Category: Ordinances and Resolutions

Subject: Ordinance No. 2022-01 Annexing Tax Lots 52E08C 03500, 52E08C 03600, AND 52E08C 03700; A 16.50 Acre Territory, and Assigning an M-2 (Heavy Industrial) City Zoning Designation to the Annexed Territory

Recommendation: Approval

Date of Meeting to be Presented: January 26, 2022

Fiscal Impact:

Background:

The Public Hearing and First Reading of this Ordinance took place at the January 12, 2022 meeting. The vote was 6-1.

Recommended Motion: Motion to hold second reading and adopt Ordinance No. 2022-01.

SUBMITTED BY: Christie Teets, City Recorder
APPROVED BY: Dan Huff, City Manager

City of Molalla

City Council Meeting



Agenda Category: Public Hearing/Ordinances

Subject: DCA14-2021/ORD2022-01 Annexation and Zone Change of three properties on the southern frontage of S Lowe Road in Molalla, east of S Molalla Forest Road and Ona Way. The properties are addressed at 13350 S Lowe Road (parcel 52E08C 03500), 13434 S Lowe Road (parcel 52E08C 03600), and 13500 S Lowe Road (parcel 52E08C 03700), and together comprise 16.50 acres.

Recommended Action & Motion(s): Adopt.

1. I move the Molalla City Council conduct the first reading of ordinance 2022-01, **AN ORDINANCE OF THE CITY OF MOLALLA, OREGON ANNEXING TAX LOTS 52E08C 03500, 52E08C 03600, AND 52E08C 03700; A 16.50 ACRE TERRITORY, AND ASSIGNING AN M-2 (HEAVY INDUSTRIAL) CITY ZONING DESIGNATION TO THE ANNEXED TERRITORY**, by title only.
2. I move the Molalla City Council adopt ordinance 2022-01, **AN ORDINANCE OF THE CITY OF MOLALLA, OREGON ANNEXING TAX LOTS 52E08C 03500, 52E08C 03600, AND 52E08C 03700; A 16.50 ACRE TERRITORY, AND ASSIGNING AN M-2 (HEAVY INDUSTRIAL) CITY ZONING DESIGNATION TO THE ANNEXED TERRITORY.**

If approved by unanimous vote of the City Council

1. I move the Molalla City Council conduct the second reading of ordinance 2022-01, **AN ORDINANCE OF THE CITY OF MOLALLA, OREGON ANNEXING TAX LOTS 52E08C 03500, 52E08C 03600, AND 52E08C 03700; A 16.50 ACRE TERRITORY, AND ASSIGNING AN M-2 (HEAVY INDUSTRIAL) CITY ZONING DESIGNATION TO THE ANNEXED TERRITORY**, by title only.
2. I move the Molalla City Council adopt ordinance 2022-01, **AN ORDINANCE OF THE CITY OF MOLALLA, OREGON ANNEXING TAX LOTS 52E08C 03500, 52E08C 03600, AND 52E08C 03700; A 16.50 ACRE TERRITORY, AND ASSIGNING AN M-2 (HEAVY INDUSTRIAL) CITY ZONING DESIGNATION TO THE ANNEXED TERRITORY.**

Date of Meeting to be Presented: 1/5/22-Planning Commission Recommendation, 1/12/22 City Council Public Hearing, 1st reading, and possible 2nd reading/adoption.

Fiscal Impact: Annexation of land into the City limits provides proportionate property tax revenues to the general fund.

Background: The applicant is proposing to annex three contiguous, single ownership properties, containing approximately 16.50 acres, into the Molalla City Limits. All three properties are contiguous to the Molalla City limits, and within the Urban Growth Boundary. Consistent with the Molalla Comprehensive Plan, the applicant is proposing that the property be re-zoned from Rural Industrial (RI) to Heavy Industrial (M2). No new development is proposed in this application.

The subject property is located south of town at the northwest corner of S Molalla Ave and Molalla Forest Road. There is no current use on the property, and 2 abandoned mill buildings are currently located on the site.

Posted for public review 12/28/21.

Exhibits:

Exhibit 1 – Warrantee Deeds

Exhibit 2 – Property Reports

Exhibit 3 – Current and Proposed Zoning

Exhibit 4 – Annexation Survey and Legal Description

Exhibit 5 – Public Utility Feasibility Plan

Exhibit 6 – Findings of Fact

EXHIBIT 1 – Warrantee Deeds

Recorded By TICOR TITLE

C 877822

BARGAIN AND SALE DEED – STATUTORY FORM

THIS SPACE RESERVED FOR RECORDER'S USE


Grantor:
Grantee: Trina Irene Johnson

Until a change is requested, all tax statements shall be sent to the following address:
Trina Irene Johnson
13350 S Lowe Road
Molalla OR 97038

After Recording return to:
Trina Irene Johnson
13350 S Lowe Road
Molalla OR 97038

Escrow No. 877822 DIA
Title No. 877822

Clackamas County Official Records
Sherry Hall, County Clerk **2006-078428**



01012375200600784280010011 **\$26.00**

D-D Cnt=1 Stn=5 BEVERLY
\$5.00 \$11.00 \$10.00 **08/25/2006 02:49:55 PM**

TIM RUSSELL JOHNSON, Grantor, conveys to TRINA IRENE JOHNSON, A MARRIED WOMAN, Grantee, the following described real property situated in Clackamas County, Oregon, to wit:

A part of the Rachel Larjkins Donation Land Claim No. 43, in Section 8, Township 5 South, Range 2 East, of the Willamette Meridian, County of Clackamas, State of Oregon, described as follows:

Beginning at a point which is North 26° 49' East 59.2 feet from the one-quarter corner common to Sections 8 and 17, said Township and Range; thence North 57° 11' West along the Southwesterly line a tract conveyed to Clare Hume, by deed recorded January 22, 1946 in Book 359, Page 116, Records of Clackamas County,, a distance of 546 feet to a point which is the true point of beginning of the tract herein described; thence North 57° 11' West, along the Southwesterly line of the said Hume tract, a distance of 430 feet, to the most Easterly corner of the tract conveyed to Harold L. Atkinson, et ux by deed recorded March 8, 1965 in Book 854, Page 27, Records of Clackamas County; thence North 2° 55' 00" West, a distance of 578 feet to the South line of the Willamette Valley Southern Railway Co. right-of-way as described in deed recorded in Book 137, Page 171, Records of Clackamas County; thence North 87° 04' 30" East along said railway a distance of 850 feet, more or less, to the true point of beginning.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.630 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

The true consideration for this conveyance is \$0.00. (Here comply with the requirements of ORS 93.030).

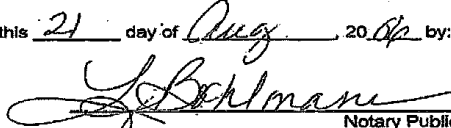
Dated this 21 day of AUG, 2006.


Tim Russell Johnson

State: OR
County: Clackamas

The foregoing instrument was acknowledged before me this 21 day of Aug, 2006 by:

Tim Russell Johnson


Notary Public
My Commission Expires: _____



3 9 83

WARRANTY DEED - STATUTORY FORM
(Individual or Corporation)

THE COMMERCIAL BANK
Grantor, conveys and warrants to DENNIS L. FUHLMAN AND SHARI L. FUHLMAN, husband and wife,

Grantee, the following described real property free of encumbrances except as specifically set forth herein:
A part of the Rachel Larkins D.L.C. No. 43, in Section 8, T.5S., R.2E., of the W.M., in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point which is North 26°49' East 59.2 feet from the one-quarter corner common to Sections 8 and 17, said township and range; thence North 57°11' West along the Southwesterly line of a tract conveyed to Clore Hume, by deed recorded January 22, 1946 in Book 359, page 116, Deed Records, a distance of 546.00 feet to a point which is the true point of beginning of the tract herein to be described; thence North 2°55'30" West a distance of 850.00 feet, more or less, to the South line of the Willamette Valley Southern Railway Co. right of way described in deed recorded in Book 137, page 171, Deed Records; thence North 87°04'30" East along said right of way line 225.00 feet; thence South 2°55'30" East to a point that is South 57°11' East of the true point of beginning; thence North 57°11' West to the true point of beginning.

Encumbrances: None
The true consideration for this conveyance is \$35,000.00. (Here comply with the requirements of ORS 93.030).

Dated this 7th day of March, 1983, if a corporate grantor, it has caused its name to be signed by order of its board of directors.

THE COMMERCIAL BANK
Douglas Hill, etc.

STATE OF OREGON, County of Clackamas } ss.
March 7, 1983
Personally appeared Douglas Hill and
who, being duly sworn,
each for himself and not one for the other, did say that the former is
the assistant vice president and that the latter is the
secretary of the The Commercial Bank
a corporation, the foregoing instrument
was signed in behalf of said corporation by authority of its board of
directors; and each of them acknowledged said instrument to be his
voluntary act and deed.

Notary Public for Oregon
My commission expires 9-5-83

If the consideration consists of or includes other property or value, add the following:
"The actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which)".

The Commercial Bank
Grantor's Name and Address
Dennis L. & Shari L. Fuhlman
13588 S. Hwy 211
McMinnville, OR 97128
Grantor's Name and Address
After recording return to:
Dennis L. & Shari L. Fuhlman
13588 S. Hwy 211
McMinnville, OR 97128
Name, Address, Zip
Until a change is requested all the statements shall be sent to following address:
Dennis L. & Shari L. Fuhlman
13588 S. Hwy 211
McMinnville, OR 97128
Name, Address, Zip

STATE OF OREGON) ss.
I, James H. Orr, County Clerk, do certify
that the Commercial Bank of Clackamas,
for the Commercial Bank of Clackamas,
that the instrument of writing was recorded for
recording in the records of said County at

1983 MAR 9 PM 4:01

83 6518
RECORDED
COMMERCIAL BANK

First American Title Insurance Company of Oregon

MAR 9 1983

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That VERNON J. GOSSO and HAZEL L. GOSSO

hereinafter called the grantor, for the consideration hereinafter stated, to grantor said by AVISON LUMBER CO., INC. hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereto belonging or pertaining, situated in the County of Clackamas and State of Oregon, described as follows, to-wit:

A part of the Rachel Larkins D.L.C. No. 43, in Section 8, Township 3 South, Range 2 East, of the W.M., described as follows: Beginning at a point which is North 26° 49' East, a distance of 59.2 feet from the one-quarter corner common to Sections 18 and 17 and Township and range, thence North 57° 11' West along the southwesterly line of a tract conveyed to Clare Hume, by Deed recorded January 22, 1926, in Book 359, page 116, Record of Deeds of Clackamas County, a distance of 346 feet; thence North 2° 55' 30" West, a distance of 850 feet, more or less, to the south line of the Willamette Valley Southern Railway Co. right of way as described in deed recorded in Book 137, page 171, Deed Records; thence North 87° 04' 30" East along said right of way 225 feet to the true point of beginning of the tract to be described; thence continuing North 87° 04' 30" East along the south line of said right of way 215 feet; thence South 2° 55' 30" East to an intersection with the southwesterly line of the Clare Hume tract aforesaid; thence North 57° 11' West along the southwesterly line of said Hume tract to a point that is South 2° 55' 30" East from the true place of beginning, thence North 2° 55' 30" West to the true place of beginning.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple, of the above granted premises, free from all encumbrances

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 30,000.00

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 14 day of November, 1935; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Vernon J. Gosso
Hazel L. Gosso

STATE OF OREGON, County of Clackamas, November 5, 1935.

STATE OF OREGON, County of Clackamas, Personally appeared Vern J. Gosso and Hazel L. Gosso, as being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

Notary Public for Oregon, My commission expires: 7-26-36

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in full of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be his voluntary act and deed. Before me: Notary Public for Oregon, My commission expires:

Vernon J. & Hazel L. Gosso

AVISON LUMBER CO., INC.

AVISON LUMBER CO
PO BOX 419
MOLINA, ORE. 97058

Same as above

STATE OF OREGON, County of Clackamas, I, Notary Public for Oregon, do hereby certify that the foregoing instrument was signed and sealed in full of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be his voluntary act and deed.

1935 DEC 6 PM 4:06
Official Seal: Notary Public for Oregon, My commission expires: 7-26-36

DEC 6 1935

65 43288

EXHIBIT 2 – PROPERTY REPORTS

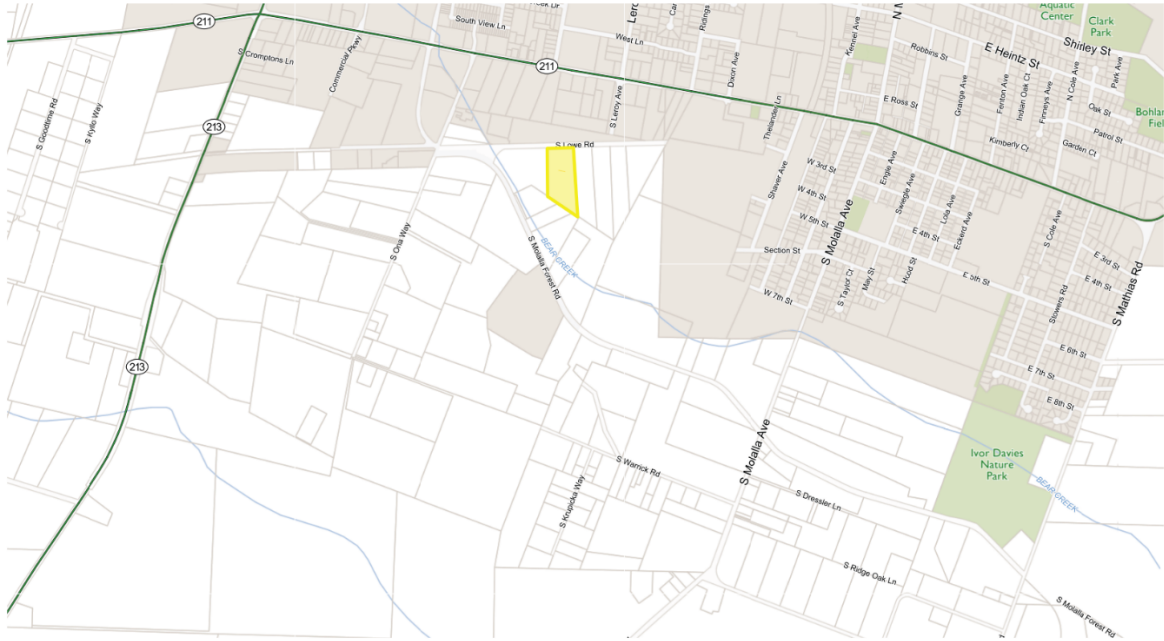
12/13/21, 4:57 PM

Property Report



Property Report

Geographic Information Systems
121 Library Court
Oregon City, OR 97045



Parcel Number	01092472
Tax Payer	JOHNSON TRINA IRENE
Site Address	13350 S LOWE RD, MOLALLA, OR 97038
Mailing Address	PO BOX 537, MOLALLA, OR 97038
Tax Lot Number	52E08C 03500
Land Value	\$218,670.00
Building Value	\$206,920.00
Total Value	\$425,590.00
Bedrooms	3
Bathrooms	2
Living Area	1744
Assessed Acres	5.74
Assessed Value	\$232,426.00
Year Built	1956
Sale Date	08/21/2006
Sale Amount	\$0.00
Sale Type	S
Document Number	2006-078428
Land Class	401
Building Class	12
Neighborhood	Molalla rural north all other

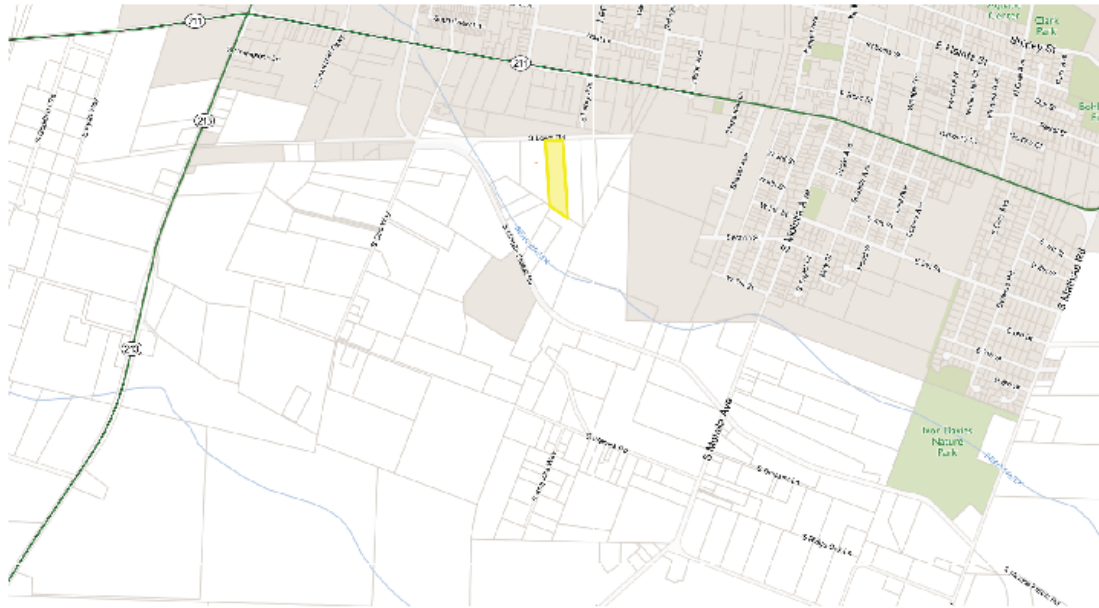
Taxcode Districts	N/A
Urban Growth Boundary	Molalla UGB
FEMA	Area Of Minimal Flood Hazard
Zoning	RRFF5: 5.48 acres
Fire District	Molalla RFPD #73
Park District	Not In District
School District	Molalla River
Sewer District	N/A
Water District	N/A
Community Planning Organization	Molalla
Garbage And Recycling Service	Molalla Sanitary
City	Unincorporated Clackamas County

This map and all other information have been compiled for preliminary and/or general purposes only. This information is not intended to be complete for purposes of determining land use restrictions, zoning, title, parcel size, or suitability of any property for a specific use. Users are cautioned to field verify all information before making decisions.

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GMT

Property Report

Geographic Information Systems
 121 Library Court
 Oregon City, OR 97045



Parcel Number	01092481
Tax Payer	PUHLMAN DENNIS L
Site Address	13434 S LOWE RD, MOLALLA, OR 97038
Mailing Address	PO BOX 506, MOLALLA, OR 97038
Tax Lot Number	52E08C 03600
Land Value	\$215,858.00
Building Value	\$100,090.00
Total Value	\$315,948.00
Bedrooms	0
Bathrooms	0
Living Area	N/A
Assessed Acres	5.47
Assessed Value	\$212,967.00
Year Built	N/A
Sale Date	01/16/2020
Sale Amount	\$0.00
Sale Type	S
Document Number	01092481-01
Land Class	401
Building Class	15
Neighborhood	Molalla rural north all other

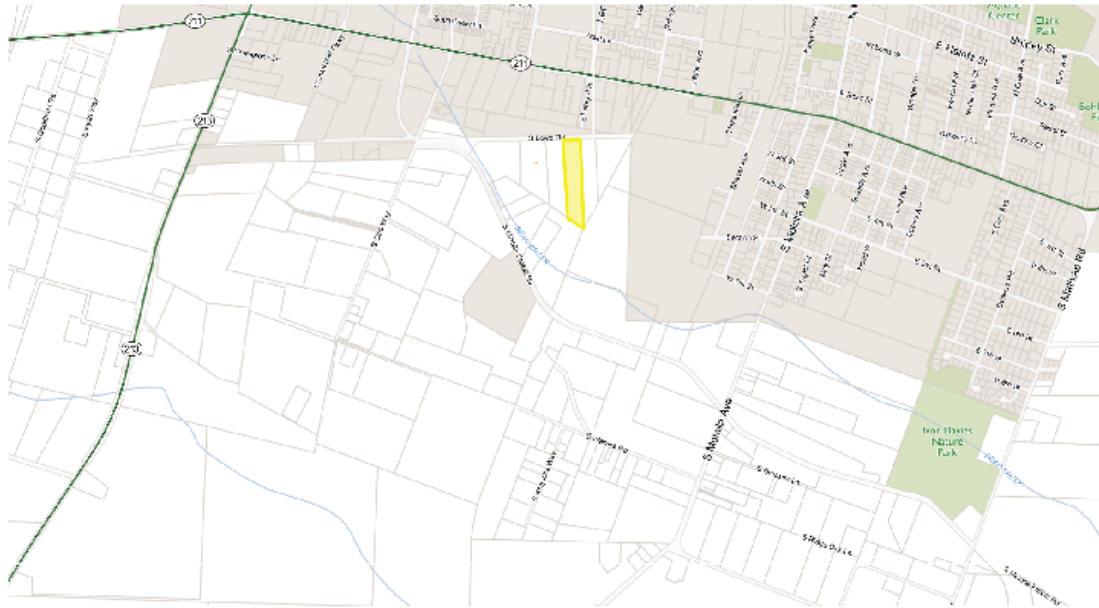
Taxcode Districts	N/A
Urban Growth Boundary	Molalla UGB
FEMA	Area Of Minimal Flood Hazard
Zoning	RRFF5: 4.74 acres
Fire District	Molalla RFPD #73
Park District	Not In District
School District	Molalla River
Sewer District	N/A
Water District	N/A
Community Planning Organization	Molalla
Garbage And Recycling Service	Molalla Sanitary
City	Unincorporated Clackamas County

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GMT

CLACKAMAS COUNTY **Property Report**

Geographic Information Systems
 121 Library Court
 Oregon City, OR 97045



Parcel Number	01092490
Tax Payer	AVISON LUMBER CO INC
Site Address	13500 S LOWE RD, MOLALLA, OR 97038
Mailing Address	PO BOX 419, MOLALLA, OR 97038
Tax Lot Number	52E08C 03700
Land Value	\$221,026.00
Building Value	\$11,740.00
Total Value	\$232,766.00
Bedrooms	N/A
Bathrooms	N/A
Living Area	N/A
Assessed Acres	5.29
Assessed Value	\$126,694.00
Year Built	N/A
Sale Date	11/01/1985
Sale Amount	\$30,000.00
Sale Type	N/A
Document Number	1985-043288
Land Class	401
Building Class	N/A
Neighborhood	Molalla rural north all other

Taxcode Districts	N/A
Urban Growth Boundary	Molalla UGB
FEMA	Area Of Minimal Flood Hazard
Zoning	RRFF5: 5.16 acres
Fire District	Molalla RFPD #73
Park District	Not In District
School District	Molalla River
Sewer District	N/A
Water District	N/A
Community Planning Organization	Molalla
Garbage And Recycling Service	Molalla Sanitary
City	Unincorporated Clackamas County

This map and all other information have been compiled for preliminary and/or general purposes only. This information is not intended to be complete for purposes of determining land use restrictions, zoning, title, parcel size, or suitability of any property for a specific use. Users are cautioned to field verify all information before making decisions.

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Tue, 14 Dec 2021 00:59:00
GMT

EXHIBIT 3 – Current Zoning (RRFF5) & Proposed Zoning (to M-2 per Comprehensive Plan) Maps

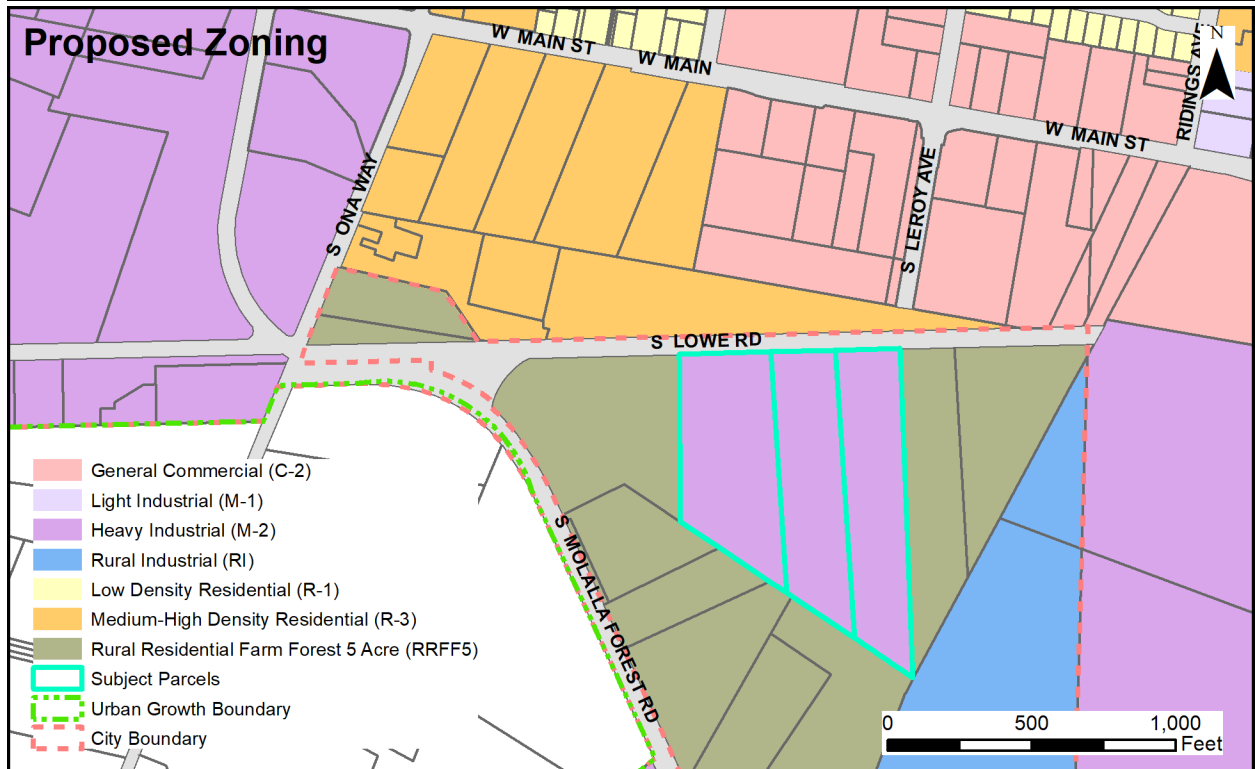
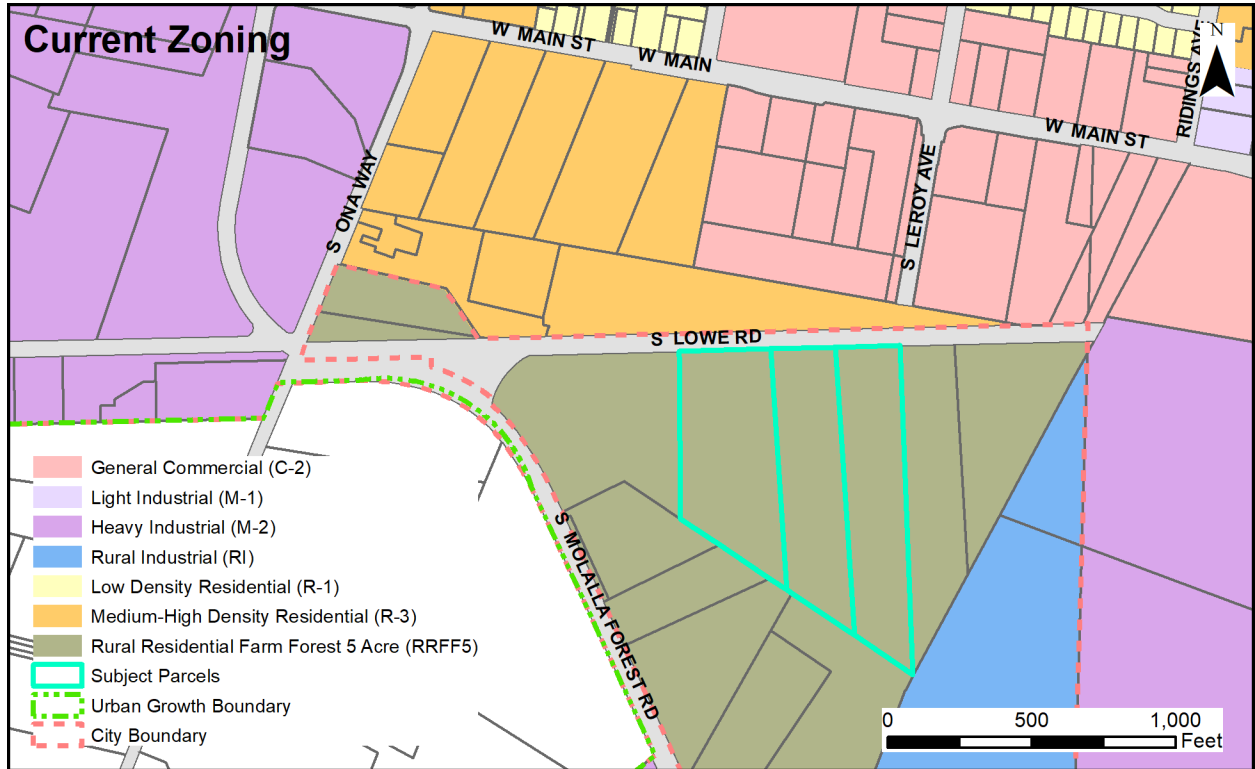
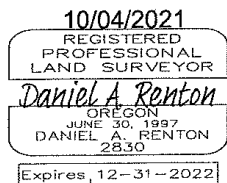


EXHIBIT 4 - ANNEXATION SURVEY & LEGAL DESCRIPTION



Minister & Glaeser Surveying, Inc.
Phone: 360-694-3313 Fax: 360-694-8410



OCTOBER 4, 2021

EXHIBIT " "

**PERIMETER DESCRIPTION FOR THE CITY OF MOLALLA
ANNEXATION OF TAX LOTS 3500, 3600 AND 3700**

A parcel of land located in a portion of the Rachel Larkins Donation Land Claim Number 43, in a portion of the Southwest Quarter and Southeast Quarter of Section 8, Township 5 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, described as follows;

BEGINNING at the Southeast corner of the "Clare Hume" parcel as described and recorded in Book 359 of Deeds, at Page 116, Clackamas County, Oregon, Deed Records, said point bears North 26°49'00" East, for a distance of 59.2 feet, more or less, from the Quarter corner common Section 8 and Section 17, Township 5 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon;

Thence North 57°11'00" West, along the South line of said "Clare Hume" parcel, for a distance of 969.28 feet, more or less to the Southeast corner of the "Nancy J. Ketrenos Family Trust" parcel as described and under Deed Document Number 2020-023397, Clackamas County, Oregon, Deed Records;

Thence North 02°55'30" West, leaving said South line and along the East line of said "Nancy J. Ketrenos Family Trust" parcel, for a distance of 634.58 feet, more or less to the Northeast corner thereof and the South line of the "Willamette Valley Southern Railroad Company" Right of Way as described and recorded in Book 137 of Deeds, at Page 171, Clackamas County, Oregon, Deed Records, said South Right of Way line is also the South Right of Way line of "South Lowe Road";

Thence South 87°04'30" East, leaving said East line and along said South Right of Way line, for a distance of 790.84 feet, more or less to the Northeast corner of the "Avison Lumber Company Incorporated" parcel as described and recorded under Clackamas County, Oregon, Deed Document Number 1985-43288;

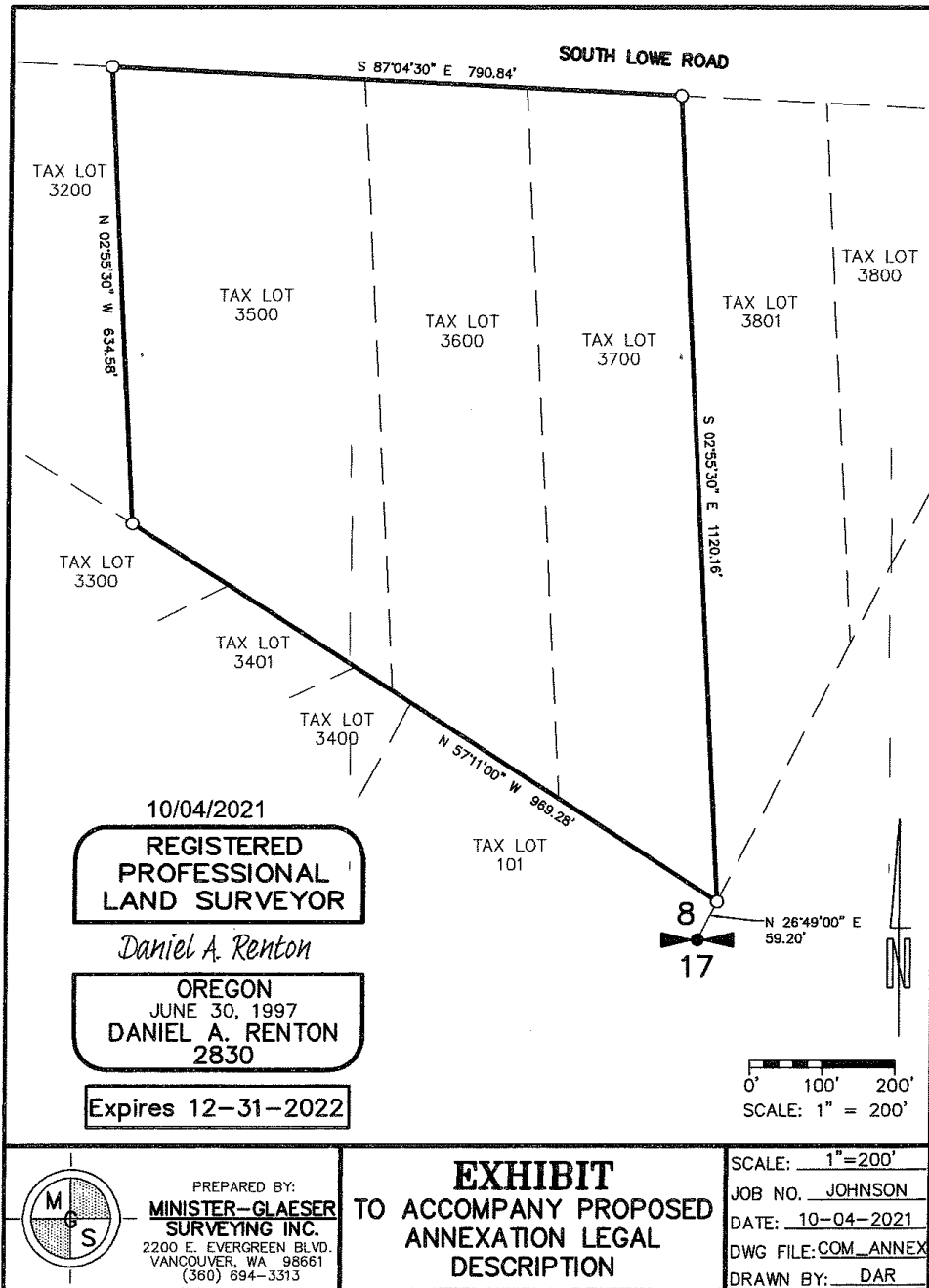
Thence South 02°55'30" East, leaving said South Right of Way line and along the East line of said "Avison Lumber Company Incorporated" parcel, for a distance of 1120.16 feet, more or less to the **POINT OF BEGINNING**;

TOGETHER with and **SUBJECT** to easements, reservations, covenants, and restrictions apparent or of record.

BASIS OF BEARING: SN 1956-022, Clackamas County Survey Records.

CONTAINING: 15.8 acres land, more or less.

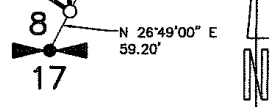




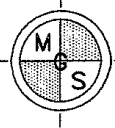
10/04/2021
**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**

Daniel A. Renton
**OREGON
 JUNE 30, 1997
 DANIEL A. RENTON
 2830**

Expires 12-31-2022



0' 100' 200'
 SCALE: 1" = 200'



PREPARED BY:
**MINISTER-GLAESER
 SURVEYING INC.**
 2200 E. EVERGREEN BLVD.
 VANCOUVER, WA 98661
 (360) 694-3313

**EXHIBIT
 TO ACCOMPANY PROPOSED
 ANNEXATION LEGAL
 DESCRIPTION**

SCALE: 1"=200'
 JOB NO. JOHNSON
 DATE: 10-04-2021
 DWG FILE: COM_ANNEX
 DRAWN BY: DAR

EXHIBIT 6 – FINDINGS OF FACT

Applicable to Annexation Only

Annexation Criteria in Oregon Revised Statute 222.127

1. *This section applies to a city whose laws require a petition proposing annexation of territory to be submitted to the electors of the city.*

Finding: Chapter X, Section 38 of the City of Molalla Charter requires a petition proposing annexation of territory to be submitted to the electors of the city, thus ORS 222.127 supersedes the city charter for purposes of annexation.

2. *Notwithstanding a contrary provision of the city charter or a city ordinance, upon receipt of a petition proposing annexation of territory submitted by all owners of land in the territory, the legislative body of the city shall annex the territory without submitting the proposal to the electors of the city if [criterion 2(a)-(d), 3, and 4 below are met]:*

Finding: The city is in receipt of a petition proposing annexation of the territory described in Exhibits 1-6 of Ordinance 2022-01. The petition was filed by each and all of owners of land in the described territory.

This criterion is met.

- a. *The territory is included within an urban growth boundary adopted by the city or Metro, as defined in ORS 197.015;*

Finding: The subject property is within the current City of Molalla urban growth boundary.

This criterion is met.

- b. *The territory is, or upon annexation of the territory into the city will be, subject to the acknowledged comprehensive plan of the city;*

Finding: The territory in question is anticipated and included in the current City of Molalla Comprehensive Plan. Upon annexation the property will be subject to Molalla's current Comprehensive Plan.

This criterion is met.

- c. *At least one lot or parcel within the territory is contiguous to the city limits or is separated from the city limits only by a public right of way or a body of water;*

Finding: The northern border of the subject lots are all contiguous to the city limits.

This criterion is met.

d. The proposal conforms to all other requirements of the city's ordinances.

Finding: MMC Table 17-3.1.020 makes annexation application approvals subject to public facilities requirements in MMC 17-3.6. The application includes a staff approved public facilities feasibility plan which is attached to this ordinance as Exhibit 5.

Also see MMC 17-4.6.030 Analysis below regarding amendments to the zoning map.

This criterion is met.

3. *The territory to be annexed under this section includes any additional territory described in ORS 222.111 (Authority and procedure for annexation) (1) that must be annexed in order to locate infrastructure and right of way access for services necessary for development of the territory described in subsection (2) of this section at a density equal to the average residential density within the annexing city*

Finding: No additional territory is required. The territory proposed is sufficient to locate infrastructure and right of way access for services necessary to develop.

This criterion is not applicable.

4. *When the legislative body of the city determines that the criteria described in subsection (2) of this section apply to territory proposed for annexation, the legislative body may declare that the territory described in subsections (2) and (3) of this section is annexed to the city by an ordinance that contains a description of the territory annexed. [2016 c.51 §2]*

Finding: The criteria described subsection 2 apply to the territory proposed for annexation, however there is no need to annex additional property as described in subsection 3 (see findings in subsection 3).

This criterion is not applicable.

Applicable to Annexation and Zone Change

MMC 17-4.6.030 Annexation & Zone Change Approval Criteria

Planning Commission review and recommendation, and City Council approval, of an ordinance amending the Zoning Map, Development Code, or Comprehensive Plan shall be based on all of the following criteria:

(A) If the proposal involves an amendment to the Comprehensive Plan, the amendment must be consistent with the Statewide Planning Goals and relevant Oregon Administrative Rules;

Finding: Neither the annexation or zone change action amends the Comprehensive Plan.

This criterion is not applicable.

(B) The proposal must be consistent with the Comprehensive Plan (the Comprehensive Plan may be amended concurrently with proposed changes in zoning);

Finding: The Molalla Comprehensive Plan includes the subject properties with a zoning designation of M-2, Heavy Industrial. The annexation deals with land that is part of the comprehensive plan and the concurrent zone change proposal is for an M-2 zoning designation which is consistent with the Comprehensive Plan.

This criterion is met.

(C) The City Council must find the proposal to be in the public interest with regard to community conditions; the proposal either responds to changes in the community, or it corrects a mistake or inconsistency in the subject plan or code;

Finding: The proposed annexation and zone change is intended to prepare the subject property for redevelopment of the site at a later time in compliance with the Molalla Comprehensive Plan. The Rural Residential Farm-Forest 5-Acre (RRFF5) zoning of this territory is not consistent with the Comprehensive Plan, which designates the property as M-2. The zone change will cure that inconsistency. With a growing community, this annexation and zone change provide additional industrial employment lands; lands that are currently at a deficit within the community and whose development as industrial is consistent with the Comprehensive Plan.

This criterion is met.

(D) The amendment must conform to Section 17-4.6.050 Transportation Planning Rule Compliance

Finding: This proposal does not significantly affect the existing or planned transportation system because future development will be consistent with the adopted Comprehensive Plan and Transportation System Plan which already contemplates the territory at issue in this application.

This criterion is met.

Applicable to Zone Change Only

MMC 17-1.2.060 Development Code and Zoning Map Implementation

(A) Zoning of Areas to be Annexed. Concurrent with annexation of land to the City of Molalla, the City Council, upon considering the recommendation of the Planning Commission, shall enact an ordinance applying applicable zoning designation(s) to the subject land, pursuant to Chapter 17-4.6. The Comprehensive Plan shall guide the designation of zoning for annexed areas.

Finding: This proposal is a concurrent annexation and zone change proposal. Chapter 17-4.6 of the comprehensive plan designates the land at issue in this proposal as Heavy Industrial (M-2), and the proposal is consistent with that designation.

This criterion is met.



ORDINANCE 2022-01

**AN ORDINANCE OF THE CITY OF MOLALLA, OREGON
ANNEXING TAX LOTS 52E08C 03500, 52E08C 03600, AND 52E08C
03700; A 16.50 ACRE TERRITORY, AND ASSIGNING AN M-2 (HEAVY
INDUSTRIAL) CITY ZONING DESIGNATION
TO THE ANNEXED TERRITORY**

WHEREAS, The City of Molalla Charter, Chapter X, Section 38 requires petitions to annex territory into the City limits to be submitted to the electors of the City; and

WHEREAS, ORS 222.127 supersedes City charters and ordinances requiring a petition to annex territory into the City limits to be submitted to the electors of the City, and requires cities to follow a separate framework for annexations under certain circumstances; and

WHEREAS, The circumstances are present in this application that require the City to apply ORS 222.127 in lieu of the City Charter annexation of territory; and

WHEREAS, The property owners submitted an application for annexation of TAX LOTS 52E08C 03500, 52E08C 03600, AND 52E08C 03700; a 16.50 acre territory located along the southern frontage of S Lowe Road, east of Molalla Forest Road and Ona Way; and

WHEREAS, the City of Molalla is authorized to annex territory under Oregon Revised Statutes (ORS) Chapter 222 and Molalla Municipal Code (MMC) Sections 17-1.2.060, Table 17-4.1.010, and 17-4.1.050; and

WHEREAS, The Owners submitted a concurrent annexation and Zone Change application proposing an M-2 (Heavy Industrial) City zoning designation as prescribed by the Molalla Comprehensive Plan to the Property; and

WHEREAS, Public Notice of the annexation request and the Zone Change request was separately provided consistent with both MMC Section 17-4.1.050.C and ORS 227.186; and

WHEREAS, the Molalla City Council conducted a legislative public hearing on January 12, 2022, where Council heard and considered testimony and evidence presented by the City staff, the Applicant, and those appearing at the public hearing; and

WHEREAS, after the conclusion of the public hearing Council determined the annexation is consistent with all applicable legal requirements of state law, and City ordinances related to annexing property and voted to approve the application; and

WHEREAS, after the conclusion of the public hearing Council determined the Zone Change is consistent with all applicable legal requirements of state law, and City ordinances related to annexing property and voted to approve the application.

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

Section 1. The Council approves and endorses the annexation application for the Property shown and described in Exhibit 1 through Exhibit 4 (the property).

Section 2. The existing Clackamas County zoning for the Property, Rural Residential Farm Forest 5-Acre (RRFF5) is changed to the Heavy Industrial (M-2) City zoning designation in accordance with the City of Molalla Comprehensive Plan.

Section 3. The findings related to the annexation and Zone Change, and supporting documentation, attached as Exhibits 1-6, are incorporated herein by reference, and adopted.

Section 4. Notice to Utilities. In accordance with ORS 222.005, the City Recorder shall, no later than 10 working days after passage of this ordinance of the proposed annexation, provide by certified mail to all public utilities operating within the City, each site address to be annexed as recorded on county assessment and tax rolls, a legal description and map of the proposed boundary change and a copy of the City Council's ordinance approving the annexation.

Section 5. Notice to County. In accordance with ORS 222.010, the City Recorder shall report to the Clackamas County Clerk and County Assessor all changes in the boundaries of limits of the City. The report shall be filed by the City within 10 days from the effective date of this ordinance.

Section 6. Assessor Valuation. In accordance with ORS 222.030 the City Reorder shall

request that the County Assessor furnish within 20 days of official request, a statement showing for the current fiscal year assessed valuation of the Property.

Section 7. Notice to Secretary of State. In accordance with ORS 222.177 the City Recorder shall transmit to the secretary of State:

- A copy of this ordinance proclaiming the annexation,
- A copy of the statement of consent for all electors or landowners of the Property who consented to the annexation under ORS 222.170

Section 8. Effective Date. This ordinance shall be effective 30 days after adoption by the City Council and approval by the Mayor.

The first reading of this ordinance was held on January 12, 2022, and was passed by a vote of 6 Aye and 1 Nay votes.

The second reading of this ordinance was held on January 26, 2022, and was adopted by a vote of ___Aye and _____ Nay votes;

This ordinance is hereby adopted this 26th day of January 2022.

Scott Keyser, Mayor

ATTEST:

Christie Teets, City Recorder