



Molalla City Council –Meeting Agenda
Meeting located at: Molalla Adult Center
315 Kennel Ave, Molalla, OR 97038
May 13, 2015

Business meeting will begin at 7:00PM. The Council has adopted Public Participation Rules. Public comment cards are available at the entry desk. Request to speak must be turned into to the Mayor prior to the start of the regular Council meeting.

Executive Session : After Regular Council Meeting

1. **CALL TO ORDER – 1,057th Regular Meeting**
 - A. Call the meeting to order
 - B. Flag Salute and Roll Call

2. **COMMUNICATIONS AND PUBLIC COMMENT**
 - A. Minutes: April 22, 2015
 - B. Library Minutes – Information Only

3. **AWARDS, RECOGNITIONS & PRESENTATIONS**
4. **PROCLAMATIONS**
5. **PUBLIC HEARINGS**

6. **NEW BUSINESS**
 - A. Citizen Application: Council Appointment to Fill Vacancy
 - B. Citizen Application: Transportation Advisory Committee and Park & Rec Vacancies
 - C. Public Works: Purchase of Water Gun in Excess of \$10,000 - Cline
 - D. Annual Audits – Penni
 - E. Repeal of Ord 2011-07 Chapter 2.05 Membership by Former City Employees – Discussion/Huff
 - F. Resolution by Council Regarding Cutting Into New Streets – Discussion/Huff

7. **CONTINUING BUSINESS**
8. **RESOLUTION**

9. **ORDINANCES**
 - A. **2015-02:** An Ordinance Amending The Molalla Land Use And Development Code To Impose Reasonable Regulations On The Placement Of Medical Marijuana Dispensaries In The City And Declaring An Emergency – ***Pending Final Adoption***

10. **REPORTS AND ANNOUNCEMENTS**
 - A. City Manager/Staff Reports – Dan Huff

11. **EXECUTIVE SESSIONS:** ORS 192.660(2)(f) to consider information or records that are exempt from disclosure by law. ORS 192.660 (2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

12. **ADJOURNMENT**

Minutes of the Molalla City Council Regular Meeting
Molalla Adult Center
315 Kennel Ave., Molalla, OR 97038
Wednesday, April 22, 2015

ATTENDANCE: Mayor Rogge, Present; Councilor Pottle, Present; Councilor Thompson, Present; Councilor Griswold, Present; Councilor Satter, Present; Councilor Riggs, Present.

STAFF IN ATTENDANCE: City Manager Dan Huff, Present; City Recorder Sadie Cramer, Present; Finance Director Heather Penni, Present; Public Works Director Jennifer Cline, Present.

COMMUNICATIONS

- A. Minutes – April 8, 2015** – Councilor Pottle makes a motion to approve minutes as revised, Councilor Thompson seconded. Motion approved (6-0).

AWARDS, RECOGNITIONS & PRESENTATIONS:

A. Introduction to Council by Nina Deconcini of DEQ – She is the Senior Manager for DEQ that oversees all implementation of environmental programs for the northwest corner of the state that includes the Portland area and the three north coast counties; Columbia, Clatsop, and Tillamook. Says they are familiar with rural areas as well as urban areas and recognize both have challenges. What she wants to do is make time to regularly visit local electives as well as civic organizations such as rotaries, fraternal organizations, ie: Kiwanis, so that people can view the DEQ in a different way and be able to ask questions about what they do in addition to any particular concerns they may have within the community. Says she is there tonight to do two things, first to reinforce their commitment to working with the City on the environmental challenges they have and to enforce their commitment to keeping the City in compliance as it is very important and offer their abilities to provide technical assistance when practical. The second reason is to make sure each of the Council knows, as they are volunteers, it is vital that city staff, in particular CM Huff and PWD Cline, need to know they have Council support in terms of planning proactive foresight for the challenges faced currently and in the future. Says DEQ's commitment will be to be fair, open and honest and do their best to be collaborative in conversations and discussions and that they will expect the same in return and that they are just a phone call away. Wants to discuss water quality and the specific need for the city to be looking for and designate areas to beneficially re-use bio solids and recycled water. Says City produces Class A recycled water so that it can be used to irrigate parks and DEQ wants the City to be in a position to respond to changes and have multiple options for that application. DEQ has had some initial conversations with CM Huff and PWD Cline and feels they have been very productive but wants to underscore importance of the planning and proactivity of these processes. Also wants to discuss the waste water permit which expires in 4.5 years. Says although it seems like a long time, it isn't. Says the new permit will recognize some changes that

the City will see in its water treatment based on growth. These processes will require additional sampling and monitoring which both come with additional costs and expectations. Currently the City is committed to reducing its current inflow and infiltration in its current collection system and DEQ wants to stress the need for the Council/City Staff to be proactive with the kinds of allocations that will need to be made to be in compliance with the DEQ. States they are there to work with the City and wants to stress that they are available as a resource for the City for questions or reappearances at the Council meetings. There are other water quality obligations for storm water run-off, and need to implement measures to reduce pollutants such as mercury, bacteria, and pesticides, all things that are not unique to Molalla. All jurisdictions are required to have these plans that are referred to as TMDLs (Total Maximum Daily Loads). Invited Tiffany Yelton-Bram, Water Quality Manager, there for any specific questions about water quality issues. Wants to also discuss contaminated properties such as Avison Mill Number 1 and Floragon Forest products and wants to provide brief update. Says DEQ has been working diligently on both of those properties and while work still continues on the Avison site, the Floragon Forest Products property has reached a critical milestone last year where the northern 88 acres of the property is now ready for redevelopment. She has invited Dan Hafley, part of their Cleanup Program, to attend the meeting in case there may be questions. They have also provided fact sheets that details a more in-depth statuses of those properties. Thanks the Councilors for their service and their time invested in their community. Mayor Rogge asks what the most common source of mercury is in a small rural area. Ms. Deconcini refers to her guest co-workers and says that mercury is mostly found naturally occurring in some parts of the state. Councilor Pottle asks DEQ to specify what pollutants are of concern in Molalla only. The DEQ team said the three pollutants previously specified are what they are focused on for the Molalla area specifically. Mayor Rogge stresses that this is a process that will happen further down the road with extensive sampling and testing done by the DEQ. CM Huff says this process is all preparation for future requirements that will be implemented. There is no current problem/issue with those pollutants in Molalla, but we want to be in a proactive position to quickly detect any problems that may arise as a new permit is issued and as Molalla grows. Councilor Thompson clarifies that the Class A effluent that Molalla is producing is the highest class possible. He then asks the DEQ to site some sources where Class A effluent can be applied. DEQ Tiffany says in addition for use in irrigation of parks, it can be used in cemeteries, crops that are not directly eaten, but grasses are acceptable. Mayor Rogge discusses the dip tank at the Floragon property that the depth is still an issue and would probably need to be capped. Questioned the sampling at Bear Creek and asks if that has happened already or will happen in the near future. Dan with DEQ says he's been working in Molalla as a Cleanup Manager for over 10 years, all together in the position over 20 years. Says issues with the Floragon and Avison properties is that they have dip tanks primarily used for treating wood with various chemicals including dioxins which are toxic. The north side of Avison property that is fenced off has a tank that is temporarily capped and they are waiting for future development where, at that point, they will permanently cap the tank. They have pinpointed where the dioxin contamination was prominent which was where the

ditches that used to run from the old wood-treating area ran south towards Bear Creek where there is now impacts in dense vegetation in the area and minor impacts to Bear Creek. It was determined there was no risk to human health. Mayor Rogge asked if there were environmental impacts aside from human impacts, such as fish, wildlife, etc. Dan with DEQ says there are no fish in that area of Bear Creek, but there are ecological receptors of concern. Avison near Bear Creek as a few small sections that levels are higher than desired and have scheduled measures to resolve this. Mayor Rogge asks if the dioxins for that area are stationary until physically moved by machine or otherwise. Dan with DEQ says yes, that is correct, dioxins don't biodegrade or otherwise break down over a period of time and like to adhere to organic material. Other than flooding, the dioxins remain in the same area and do not spread. Says that containment otherwise is not necessary as the contamination hasn't moved since it's been there in 30 years. Says that most of Avison is wetlands and would not likely be re-developed but rather be turned into more of an ecological habitat. Update on Floragon: the 88 acre portion is ready for re-development for industrial property and needs no further action taken by the DEQ. The southern part of the property is where the dip tanks were located. Some surrounding soil contamination. Looking for a no further action status on the property where the buildings are located so that the buildings can be reused, about 16 acres of property. Does cross some areas of contamination which will need to be address before the no further action status is granted. Dip tank area has areas that need addressed especially in the portion of Bear Creek nearby. Levels of dioxins there are higher than recommended, but not enough to affect human health. Working towards improving the surrounding eco system. The dip tanks have been removed years ago, but still addressing the surrounding areas. Fact sheets were provided to the Council for reference.

PUBLIC COMMENT:

Loydene Brumbaugh, 10376 S. Comer Creek Drive, speaking about dispensaries and children. She and her husband have raised two children in Molalla. States that dispensaries give growers a place to keep their surplus instead of at home where there is a risk of children accessing the marijuana. States that the storefront will be attractive and respectable for the public to look at. Will have inspections performed regularly, as well as adhering to strict state laws. States that the dispensary will keep the marijuana in a safe, secure, regulated place. Safeway does not have space available and has restrictions against leasing to dispensary businesses nationwide. They have already spent a great deal of money arranging for security as well as all the licensing required by the state. Says they are all ready to open, just waiting for moratorium to be over in May. Wants to work with the city, not against it, please give them a chance to prove they will be beneficial to everyone. States that two Councilors have already expressed concern over lawsuits that may occur and agrees that they are right. Asks to please work with them.

Jeff Brumbaugh, 10376 S. Comer Creek Drive, wants to address some concerns expressed in past council meetings regarding medical marijuana dispensaries and the safety of children. Points out that they do not issue new licenses to medical marijuana card holders, therefore not creating new business. Only provides product to people who already have access to medical marijuana.

Doesn't understand why opening a medical marijuana dispensary is so negative. They will not be blatantly advertising for new business and will be conducting business by all required state laws. Says even though Council has clarified they are not banning dispensaries, they really are by imposing so many restrictions. States that the community will not be negatively impacted by having a medical marijuana dispensary in town.

Stephanie Huff, lives 29354 S. Salo Rd, Mulino but co-owns property at 704 E. Main Street, believes fear and misunderstanding forms many opinions and says that was true for her when it came to marijuana. As a hard-working individual and mom she has strongly opposed drugs her entire life. Recently she has been educated to the medicinal benefits of marijuana, has many friends with different ailments who have benefited from marijuana and have not had to be exposed to the various side-effects of synthetic drugs. She is not personally a smoker or recreational user of marijuana but does possess a medicinal marijuana card and uses the product to relieve the effects of migraine headaches. If a dispensary is opened in Molalla, it will cater to Oregon card holders only. States card holders are not your dead-beat stoners with no regard to laws, families, or work ethics, instead they are our law-abiding friends, families and neighbors who suffer from real ailments and want to pay more for a medical-grade product in a safe environment. States their goal for a dispensary is to provide a clean, professional, ethical environment for patients to purchase clean, state-regulated, quality cannabis. Says black market, un-regulated marijuana is often full of harmful molds and pesticides. Says their security measures exceed state requirements by locking all products in a secure fire-proof gun vault at night, many security cameras, heavy-duty bolted doors, tinted windows with bars, all deterrents to theft. Safety is priority and they intend to work with all around them including law enforcement and local communities to enforce safety protocol for all involved. Standard practice with dispensaries have all patients sign a waiver stating there will be no consumption on premises, and that they understand all state regulations and DUII laws apply towards marijuana consumption. All products are packaged in sealed, child-safe, non-see-through containers and extensive records are kept and available for law enforcement if and when needed. Patient purchase records are flagged if amounts exceed practical amounts. States she cares about her health, family and community.

Ed Huff, 704 E. Main Street, co-owner of the business located there, wants to discuss section 17 that was added at the planning meeting as it will pretty much put them out of business of opening a dispensary there. Council's recent regulations is stopping them instead of helping them. Addresses the mention of placing a dispensary out by Safeway, says Safeway is the largest hub of families and kids going to the businesses there; Safeway, McDonalds, San Blas, Les Schwab, etc. Says the town is growing out that way, versus the part of town they're currently located is done growing for the most part. Also says out by Safeway that's where the schools are, where the skate parks are, and he wants to take the dispensary business away from all of that. Says the reason he's there is that, while he and his wife are not users, he's owned the building there for 10 years and has had several businesses move in and fail. The last business there was an indoor

gardening supply and 95% of their customers were OMPP card holders. Says that most of their customers will remain the same, and wants that to be a place they all go to get the supplies they need. With all the added security and safety measures it would have little to no impact on the community. The business will not be a retail business as a liquor store would; where a bottle of liquor could be purchased, at the liquor store by Safeway, and the liquor could be taken into the parking lot, cracked open and consumed where children and families could witness this. Says their facility ensures this would not happen by having their customers sign the agreement agreeing to not consume the product on or around their premises. Wants to open in Molalla to ensure a Molalla dispensary is one that follows the law as written. Also asks that, if allowed to do business at their location, they are included in all planning discussions in the future to that they can implement any and all regulations to ensure their business is as compliant as possible. Has a map from the state showing all restricted areas. Says now that Renaissance school is renting a building next to the police department, the center of downtown, as stated before as an option for a dispensary location, the whole downtown area would be eliminated as an option. The state has approved them and their location as acceptable to operating while complying with state distance regulations. (The map was then passed around to the Councilors.) They are up-to-date with all state licensing requirements. Says their customers express it is too dangerous, costly, timely to grow their own medicine; would rather purchase locally. Wants to eliminate the product from the black market. States they are not the enemy, they want to work with the City, not against it. Wants to make sure the dispensary business is done right and invites anyone to come visit, to see for themselves that sales are only to licensed patients.

Lucy Allison-Pursley, 701 S. Molalla Avenue, there as citizen rather than Chair of Friends of Molalla Pool, just had an opportunity arise with the Portland YMCA and that they would be willing to consider possibly opening and operating the pool for the summer. She said she wasn't sure what the city would think, what the public would think. They came out and toured the facility. She is impressed with how well the pool has been maintained since it's been closed and said Portland YMCA was raving about how gorgeous the facility was. Says they will come back to the Friends of Molalla Pool with a proposal and hopes it is something that will work out. Acknowledges the City and the school district still have some issues to work out but is asking for them to find a reason to say yes instead of focusing on all the reasons to say no. This would be just for the summer to allow an opportunity for the community to utilize the pool and be excited about something. Asks that when proposal does come from the YMCA, that consideration take place quickly to be able to prep the facility for opening and have people trained. Asks again to please consider a way to make this work, if only just for the summer, to think expansively. Believes it would be a huge benefit to the community to have the pool re-open. Mayor Rogge says that when Lucy gets the proposal, the Council will have a meeting together with the school board and representatives for the Friends of the Molalla Pool for discussion on the proposal and how they can make things work.

NEW BUSINESS

A. Public Works: Purchase of Water Gun in Excess of \$10,000 – Cline

Tabled for a future date.

B. Annual Audits – Penni

FD Penni says any auditor should always find room for improvement of any finance department in any audit they do, and if they don't, fire them. Did state that, however, the auditors had to dig deep to find areas of improvement in the City Administration and that is a compliment to how things are currently operating and that duties and responsibilities are evenly disbursed. FD Penni stresses that any suggestions of improvement from the auditors are taken seriously and they do everything they can to incorporate those changes in their daily routines. Asks the Councilors if they have any questions or had a chance to review the audit reports recently disbursed. No questions were asked. FD Penni says the formal reports were received almost a year after the initial recommendations were made, and have already implemented the suggested changes in their routines. Says the reports are available at the library and city hall for review, on the City's website as well as the Urban Renewal website.

FD Penni introduced some new business: First Quarter Financials January through December and the warrant register for first quarter 2015 or third quarter in fiscal year 2014/15. Asks that these are reviewed by the next meeting 05/13/2015. Wants to give overview, said discussed (CAFR) Combined Annual Financial Report, at end of third quarter, supplemental budget was implemented, says if they are comparing numbers of quarter end report with quarter end report received in January, some of the numbers will look different due to the supplemental budget changing appropriations. Overall, city is trending within supplemental budget guidelines, still keeping operational costs down by maintaining a conservative approach while still completing some modest capital projects but are striving towards fiscal stability by increasing those reserves. One area of caution FD Penni points out is in the Public Works department sewer fund specifically, that it's giving a false-positive response by telling you that we are ending the fund in a stronger position than we actually are. As of March 31, we had not received the January, February, or March billing for the current lawsuit that we are fighting. The number at the end of March does not reflect where we actually are financially. An updated report will be provided in May reflecting more accurate numbers. Full funding was received for our urban renewal bond, in engineering right now for projects 1 & 2 and is excited for what is coming for the community. Finances look very well. Mayor Rogge asks what effect the DEQ capital improvement requirements required on the water/sewer systems will have on financials, are we going to increase by a percentage to allow for this. FD Penni says that is a point that will be discussed during review of the new budget coming up on Friday. FD admits there are some big hurdles in being proactive in financing these changes and that there will need to be some future discussions, but that those topics are a high priority. CM Huff says the report being given on Friday will

answer many of the questions that Mayor Rogge has on these issues. He says that capital improvement programs have been added to each fund, which will answer a lot of questions that may arise. FD Penni says that Budget documents will be delivered on Friday.

C. Citizen Appointment to Budget Committee

FD Penni is asking for appointments of two individuals interested in the vacant position of City Councilor to the Budget Committee as citizen members as she feels being involved in the Budget Committee is important in their potential future role as City Councilor. Those individuals are Joseph Harrison and Steve Clark. Mayor Rogge asks the Council for all in favor, vote unanimous (6-0).

CONTINUING BUSINESS

A. Draft Council Goals 2015/2016 - Huff – CM Huff states the goals are that were discussed in the meeting on March 11 as they worked through them have already been preliminarily plugged into the budget so hopes they don't change too much. Says the goals that they discussed are in their packets, clearly outlined, and asks that they review them for final adoption. Mayor Rogge confirms with all Councilors that they have had a chance to review the Council Goals as written, no opposition was made, asks if there were any questions, no questions were asked. Councilor Thompson makes a motion to adopt the Council Goals as written; Councilor Pottle seconded. Motion approved (6-0). No discussion.

RESOLUTION

A. 2015-05: A Resolution Of The City Of Molalla City Council Opposing Expansion Of The Firearms Purchase Background Check System And Senate Bill 941.

Mayor Rogge directs Councilor Griswold to discuss why he brought this to Council. Councilor Griswold says that discussions are happening in Salem regarding Senate Bill 941. Says that the bill has to do with background checks that affect many people, including the City of Molalla citizens. It addresses the Second Amendment and the Bill of Rights. Councilor Griswold says that the right to bear arms is in the constitution for three main reasons: self-protection, community protections, and protection from tyranny. Reads the Second Amendment verbatim. Says that there is no specification on when guns may be used and how many guns may be possessed. Quotes that the right to keep and bear arms shall not be infringed. Defines "infringed" as "to limit or to undermine". States he is skeptical to those who use a tragedy to promote an agenda that culminates limiting or undermining our right to keep and bear arms. Says the so-called gun debate was settled long ago in 1791. Says the purpose of our government is to protect our God-given rights and believes those are the rights of Molalla citizens. Says the background check portion of the proposed Senate Bill is flawed tremendously. Says that Senate Bill 941 will not stop a criminal and wants the Council to speak to state legislatures on behalf of the citizens of Molalla to protect their rights. Mayor Rogge reads Resolution 2015-05 verbatim. Councilor

Thompson asks Councilor Griswold where the Bill was at in the approval process. Councilor Griswold says it has passed the senate side and is currently in the judiciary committee and the representative side and was holding a hearing that night. He states that due to the Democratic prominence, the bill seems to be pushing its way through. Councilor Thompson clarifies that the Bill has passed the Senate, is currently at the House and from the House it goes on to the Governor to be signed. He then asks what Councilor Griswold's intention is with the Resolution. Councilor Griswold says Representative Vic Gilliam is currently the vice chair of the Judiciary Committee tonight and his hope and intent upon the passage of the Resolution, is to contact Representative Gilliam personally to get the Resolution to him where he can then share on the floor at the House of Representatives. Councilor Satter says that her understanding of SB 941 is to prevent people with the history of domestic violence access to firearms and if so, she would not be able to support the Resolution. Councilor Thompson says that if convicted of domestic violence, their record would indicate so, and they would not be able to possess the firearm anyway. Councilor Satter says that not all domestic violence convictions are felonies and would not always reflect. She did clarify she has not read SB 941 in its entirety and would like to before making any decisions. Councilor Pottle says they do not have time to discuss in full at the moment, but is sure that there is more to the bill than discussed there at the table. Says it is only the tip of the iceberg and that it will make it extremely difficult for any buy/sell/trade. Councilor Satter clarifies she has nothing against firearms and personally owns several herself, not for hunting. Mayor Rogge says that it is no one's intent to allow a firearm into the wrong hands, but if it is truly the intent of the SB 941 to prevent domestic violence offenders from obtaining firearms, the Bill is flawed and not accomplishing its intended purpose. Says it is one more attempt to control how firearms flow, but does not diminish the behavior of those people who are going to abuse firearms. Councilor Thompson makes the motion to adopt Resolution 2015-05; Councilor Pottle seconded. Mayor Rogge, Aye; Councilor Pottle, Aye; Councilor Thompson, Aye; Councilor Riggs, Nay; Councilor Griswold, Aye; Councilor Satter, Nay. Vote in favor (4-2). Resolution 2015-05 passed.

ORDINANCES

A. 2015-02: An Ordinance Amending The Molalla Land Use And Development Code To Impose Reasonable Regulations On The Placement Of Medical Marijuana Dispensaries In The City And Declaring An Emergency (*Second Reading and Adoption*) (*1st reading with revisions 04/08/15*) *Note: Development Code Amendment – Medical Marijuana Public Hearing Held on 03/25/2015.*

Correction: First reading and Adoption. Mayor Rogge requests a motion for First Reading. Councilor Pottle motions for the first reading; Councilor Griswold seconded.

Discussion: Councilor Thompson clarifies how the process will move forward. States moratorium lifts May 1st, so, within a matter of days, without passing the ordinance unanimously tonight being a first reading, it has to come back as a second reading at a later meeting. Therefore

there would be a small window of time with nothing in place with the exception of the state laws. Clarifies that he believes he has been vocal that he is opposed to the restrictions, not because he's particularly for medical marijuana but because voters said no on legalization, not necessarily on medical marijuana. Researched history of medical marijuana, found that it was legalized in 1998 via Measure 67. States the measure was passed in the state of Oregon by a margin of over 10% in 1998. Since then, not only has the support for medical marijuana grown, but the support for overall legalization has grown as well to the extent that it will be legalized here in Oregon in a matter of months. Further states in 2012 a poll was conducted regarding legalization of marijuana that showed the nation evenly split 48%/48% for/against legalization of marijuana. That same poll discussed legalization of medical marijuana and the vote for legalization was 73%. Even among the majority of voters who voted no for legalization, some of those voters voted for medicinal marijuana within the city of Molalla. Stresses what they are discussing is strictly medical use only. Even among churches, people who attended church at least weekly, 67% of people opposed legalization, however 58% of those people supported medical use. Overall, he's opposed to the restriction around churches, he supports the daycare restriction. As far as residential care facilities, he spoke to his mother who resides in a residential care facility who said that there are medical marijuana card holders within the facility, therefore is against the residential care facility restriction. Mayor Rogge says she has no issues with medical marijuana and the people who are licensed to use it but says that very soon recreational use will be legal and will likely be provided by the medical marijuana dispensaries. Councilor Satter argues this points saying that medical marijuana dispensaries will not be the ones to supply recreational marijuana to the public and that the OLCC is very much against it. Says the OLCC has strict requirements of "seed to sale" system in medical marijuana dispensaries, and recreational use will not allow for that. Also some children have medical marijuana cards and are users of medical marijuana. The OLCC will not support a facility that allows children to go and purchase marijuana. Councilor Pottle asks citizen Jeff Brumbaugh to come back up to the podium for questions. Points out that he appreciates that they have all the state requirements to sell medical marijuana out of their home, has no problems with that, but does have a problem with the 3700 people in this town who call him asking about the laws. Councilor Pottle and Mayor Rogge ask him if he's aware that the local government has their own restrictions on the types of businesses that can be legally licensed. Mr. Brumbaugh says he has been in contact with CR Cramer due to the moratorium but had not requested permission to have that type of business out of his home within Molalla. He has expressed extreme interest in participating in any upcoming committees that deal with the issue of opening up dispensaries. Councilor Pottle asks why Mr. Brumbaugh thought the licensing process in the city of Molalla wouldn't be as strict as the state requirements and Mr. Brumbaugh countered saying he assumed Molalla would have its own reasonable requirements and assumed that was the point of the moratorium, for local government to develop the requirements Molalla will ask instead of waiting until the last month and declaring an emergency. Mayor Rogge asked Mr. Brumbaugh if he thought being next to the football field would ever be an issue and Mr. Brumbaugh says in communication with the state, they told him

that due to there not being actual school classes being held on that property it would be acceptable. Mayor Rogge questioned this saying there are regular sporting events and practices occurring there involving children, how was that not taken into consideration? Mr. Brumbaugh says for that reason he has been very vocal about participating in committees regarding that subject suggesting a reasonable mutual agreement such as restricting the dispensary hours of business on known game nights. Mayor Rogge says having a pot shop next to the field is like an attraction, suggesting it says to the kids that society approves of marijuana use. Says it goes against most family core beliefs on how they raise their families, that they vote and feel strongly against having a pot shop next to the football field and feels it sends the wrong message to their kids. Expressed that there's not much they can do about the bars that are already established in the center of town. Mr. Brumbaugh asked if she felt the same way about a pharmacy, about kids walking in front of a pharmacy who sell opiates, which is the number one addictive drug out there. Mayor Rogge says she is educated in that area, but is simply speaking for the people of Molalla and that she has her own personal feelings on the subject, which she will not make known tonight. States pharmacies and bars have been around for long periods of time and can't speak to those things as they are already established, we have to live with them. Dispensaries are a new issue, are still federally illegal, which still matters to many people. Says she listens to the voices of the people in this town, and the majority of them say they don't want to trip over it every day. She says the exact available locations of the dispensaries don't have to be Safeway, that there are many other options, that they just haven't been exactly mapped out yet. Appreciates that they've put much time and effort into their business and that it is their livelihood, however their position as the Council is to support what the people of Molalla want. Councilor Thompson reiterates that his main concern with this ordinance is the "reasonable regulations" portion and would hate for the city of Molalla to be a test case in arguing that their restrictions are unreasonable. Says anyone challenging this legally will go for the jurisdiction with the shallowest pockets, would hate for Molalla to be a test case. Mayor Rogge asks who is in favor of Ordinance 2015-02 as written; Mayor Rogge, Aye; Councilor Pottle, Aye; Councilor Thompson, Nay; Councilor Riggs, Aye; Councilor Griswold, Aye; Councilor Satter, Nay. Vote (4-2). Passed by first reading, comes back to Council 05/13/2015. CM Huff points out that any business wanting to perform business in the City of Molalla needs to adhere to the City of Molalla's business licensing and development codes already established. To date, none of the medical marijuana dispensary businesses have approached the city requesting to do business, therefore those guidelines have not yet been established. The State of Oregon cannot preclude those requirements from occurring. Also specifies that they need to know that night whether or not Council wants to have a special meeting to pass the Ordinance before the moratorium expires on May 1st. CR Cramer specifies a decision needs to be made that night. Mayor Rogge does not see a need for a special meeting, believes it is a regular business matter. No special meeting will occur due to majority vote of Council.

**B. 2015-03: An Ordinance Approving the Zone Change of 1118 Toliver Road –
Second Reading and Adoption (First Reading 04/08/2015)**

Councilor Thompson motions to have a Second Reading by title only of Ordinance 2015-03; Councilor Satter seconded. All in favor; vote (6-0). Councilor Thompson motions to Adopt Ordinance 2015-03; Councilor Satter seconded. All in favor; vote (6-0).

REPORTS & ANNOUNCEMENTS

City Manager/ Staff Report – CM Huff, nothing to report, Mayor Rogge thanks him for all the flowers in front of city hall.

CR Cramer says there is a little bit of funding left allowing for a new art project, says it will be sort of watermark on city hall, working with Clackamas County Arts Alliance along with preservation on the logging mural that will be done by June 30. Says that logging mural will be framed in.

Councilor Satter: Says Saturday from 4-7pm the Molalla Buckeroo will have an open house in light of Councilor goals to participate more in Buckeroo events. Also thanked CM Huff for attending a meeting Ford Family Institute cohort to clarify some miscommunications that they had and made the team feel better about working towards getting the Bear Creek project finally done this summer.

Councilor Griswold: announced Molalla High School is beginning their plant sale out at their greenhouse located on Vaughn Road, and asks for the community support.

Councilor Riggs: announced that he attended the Molalla Area Seniors board meeting on Monday and said only thing to report is the funds for repair of the roof for the Adult Center building is at \$3200, waiting on results of some grants they applied for, hoping to be at the \$3800 needed soon.

Councilor Thompson: Attending the C4 meeting.

ADJOURNMENT:

Councilor Pottle made a motion to adjourn; Councilor Griswold seconded. Motion approved (6-0) Mayor Rogge, Aye; Councilor Thompson, Aye; Councilor Griswold, Aye; Councilor Pottle, Aye; Councilor Satter, Aye; Councilor Riggs, Aye.

Sadie Cramer, City Recorder

Mayor Debbie Rogge

Molalla Library Advisory Board

Meeting Date: 3-19-2015

Meeting brought to order by Sandy Nelson at 6:30 P.M.

Members Present: Paula Beck, Mary Gilson, Kelly Andrews, Sandy Nelson, Angela Patton

City Council Liaison: Jennifer Satter

Staff Present: Diana Hadley

The minutes from the February meeting were approved as read.

- Director's Report: (See Diana if you didn't receive one.)
- Old Business:
 - a. We began reviewing the Strategic Plan to see what changes or additions need to be made.
 1. The new librarian to be hired will be in charge of Community Relations. Work Source, for example, could be invited to the library. People who need a job could talk to Work Source right here in Molalla instead of having to travel to meet with Work Source.
 - b. The Strategic Plan and Bylaws should be reviewed every three, rather than every five, years.
 - c. The Library Advisory Board should remain active according to ALA.
 - d. An important topic that the City Council has asked us to make a decision about is the future of the library facility now being leased from the school district. Once again we are considering whether to renegotiate the lease when it comes due, or build a new library closer to the downtown core. The City Manager has suggested a location. Some of the important considerations are these: downtown core location; property adjacent to Long Park or ?; proximity to Adult Center and Post Office; 25,000 square foot library space is what is required. During our last recent survey, 49% wanted to stay in our current location, and 51% want a new facility. That is too close to call.
 - e. These are some factors to consider when making this decision:
 1. If you have more space, you need more people.
 2. Urban renewal funds can be used for property in the downtown core area.
 3. The space for what we want needs to be close to five acres, taking in parking besides a larger library.
 4. Canby and Molalla seem to be the next growth area.
 5. We might need to hire a professional to lead us through fundraising if we decide on a new library.
 6. A new facility would be a good five years out.

The next meeting will be on Thursday, April 16, at the Molalla Public Library. Kelly is in charge as Sandy will not be able to attend, and Director Diana will be unable to attend.

The meeting was adjourned at 7:57 P.M.

Submitted by Mary Gilson, Secretary.



Molalla

Oregon

Application for Appointment to Citizen Committee

Date: APRIL 15th, 2015

Board(s)/Committee(s) of Interest: CITY COUNSEL

Position Applying For: TO FILL A VACANT SEAT

Full Name: HARRISON, JOSEPH J

Address: 302 LOLA AVE

City: MOLALLA

State: OR Zip: 97038

Home Phone: —

Cell Phone: 971-272-2789

Years of Residence Inside City: 3+

Years of Residence in Community: 10+

Current or Previous Community Affiliations or Activities:

PLANNING COMMISSION - CITY OF MOLALLA

Please explain why you would like to serve on this committee and give any other background you might have in this area:

I BELIEVE IN MOLALLA. I BELIEVE IN THE PEOPLE OF MOLALLA, AND IN ACTIVE PARTICIPATION. I ALSO BELIEVE THAT I REPRESENT A DEMOGRAPHIC OF OUR TOWN THAT GETS (UNINTENTIONALLY) OVERLOOKED.

**CONT'D ON BACK ->*

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

N/A

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

I THINK WE SHOULD ALL WEAR MATCHING HATS.

Signature

⇒ SINCE TAKING AN ACTIVE INTEREST IN LOCAL POLITICS, I HAVE NOTICED THAT MORE OF MY PEER GROUP HAS DONE THE SAME.

I WOULD LIKE TO BE THE VOICE OF THOSE THAT HAVE BECOME DISILLUSIONED WITH THE SYSTEM, AND MAKE THEM FEEL LIKE THEY, TOO, ARE AN IMPORTANT PART OF THE SYSTEM.

MOLALLA, IT SEEMS TO ME, IS UNIQUELY AMERICAN... EVEN MORE, IT IS SMALL TOWN AMERICA.

A PLACE WHERE THE AVERAGE, "WORKER BEE" CITIZEN CAN BE PART OF THE DECISION-MAKING PROCESS, WHERE WE CAN PARTICIPATE IN THE DECISIONS THAT EFFECT US.

I DO NOT WANT TO SIT BACK AND LET OTHERS DO THIS FOR ME, AND MY FAMILY.

I WANT TO STAND UP, AND TAKE FULL ADVANTAGE OF DEMOCRACY.

THANKS FOR READING. ☺



City of Molalla
Application for Appointment to Citizen Committee

Date: 4-14-15

Board/Committee of Interest: City Councilor

Name:	<u>Stephen Clark</u>
Address:	<u>332 Steelhead St</u>
State/Province:	<u>Molalla, OR 97038</u>
Zip/Postal Code:	<u>503-829-7472 1503-507-5296</u>
Home Phone:	<u>clarks991@molalla.net</u>
Work Phone:	
*E-Mail:	
Years of Residence Inside City	<u>11</u>

Current or Previous Community Affiliations or Activities:

Previously on city Council for about 6 years

Why would you like to serve on this committee and give any other background you might have in this area.

For the benefit of the community. I have been involved in the discussion of many of the things the city is currently dealing with

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

New City Manager, fixing the budget, planning the upgrade of infrastructure.

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

It was a very great group of people I got to work with before on City Council. I'm just another person who checks on the issues and works as a team to come up with solutions

*Signature:

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



City of Molalla Application for Appointment to Citizen Committee

Date: May 5, 2015

Board/Committee of Interest: City Council

Name:	Walter Aho
Address:	PO Box 163 – 821 E. 7 th Street, Molalla
State/Province:	Oregon
Zip/Postal Code:	97038
Home Phone:	503-829-8550 Work: 503-307-6169
Work Phone:	wall@molalla.net
*E-Mail:	Years of Residence Inside City
	50

Current or Previous Community Affiliations or Activities:

Board of Directors, Molalla Area Historical Society

Why would you like to serve on this committee and give any other background you might have in this area.

See attached Application submitted on prior form April 28, 2015.

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

N/A

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

In recognizing that our citizenry is diverse, I would initiate and support such action as needed to promote equality and fairness for all. If action of the council is possible to stimulate economic development, I would support reasonable and well-planned proposals.

*Signature:

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



Molalla

Oregon

Application for Appointment to Citizen Committee

Date: APRIL 15th, 2015

Board(s)/Committee(s) of Interest: TRANSPORTATION COMMITTEE

Position Applying For: BOARD MEMBER

Full Name: HARRISON, JOSEPH J

Address: 302 LOLA AVE

City: MOLALLA

State: OR Zip: 97038

Home Phone: _____

Cell Phone: 971-272-2789

Years of Residence Inside City: 37
Years of Residence in Community: 10+

Current or Previous Community Affiliations or Activities:
PLANNING COMMISSION - CITY OF MOLALLA

Please explain why you would like to serve on this committee and give any other background you might have in this area:
I DRIVE ON CITY STREETS :)

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

If you could make any improvement to the Commission/Board/Committee/Task Force, what would it be?
ONLY TO ADD ANOTHER VOICE OF A CONCERNED MOLALLA CITIZEN.

Signature [Handwritten Signature]



Molalla
Oregon

Application for Appointment to Citizen Committee

Date: APRIL 15TH, 2015

Board(s)/Committee(s) of Interest: PARKS & REC

Position Applying For: COMMISSION MEMBER

Full Name: HARRISON, JOSEPH J

Address: 302 LOLA AVE

City: MOLALLA

State: OR Zip: 97038

Home Phone: _____

Cell Phone: 971-272-2789 Years of Residence Inside City: 3+

Years of Residence in Community: 10+

Current or Previous Community Affiliations or Activities:

PLANNING COMMISSION - CITY OF MOLALLA

MOLALLA SKATE PARK SOLUTIONS

MOLALLA YOUTH SUMMIT / MOLALLA WARMING CENTER

Please explain why you would like to serve on this committee and give any other background you might have in this area:

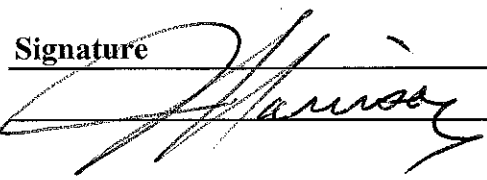
I HAVE CHILDREN, PETS, ETC... AND USE THE PARKS ON A REGULAR BASIS. THEREFORE, I HAVE ~~AN~~ AN INVESTMENT. :)

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

N/A

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

ONLY TO ADD ANOTHER VOICE OF A CONCERNED MOLALLA CITIZEN.

Signature 

LOCAL AGENCY AGREEMENT
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)
Project Name OR-211 Bicycle and Pedestrian Safety Enhancements

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

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 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. OR-211 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).

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

DEFINITIONS

1. "Funding Ratio" means the relationship between MTEP funds and Total Project Cost and Other funds and the Total Project Cost. This ratio is established at the time the agreement is executed and does not change during the course of the project. The ratio governs the obligation of MTEP funds at the time of construction/consultant award or Project Closeout.
2. "Match" means the minimum amount the state or local entity must contribute to match the federal aid funding portion of the Project.
3. "MTEP" means Multimodal Transportation Enhance Program and may be funded by a combination of federal and state funds.
4. "Other funds" means other funding required to complete the project including but not limited to state, federal, and agency funds.
5. "Project Closeout" means project is ready to close as there are no more expenditures associated with project.
6. "Project Overruns" means the final cost estimate at contract award exceeds the estimated Total Project Cost estimate in this Agreement, or the final actual project costs exceed the final cost estimate at contract award.
7. "Project Underrun" means the final cost estimate at contract award is below the estimated Total Project Cost in this Agreement, or the final actual project costs are below the final cost estimate at contract award.
8. Total Project Cost means the estimated amount as show in this Agreement. This amount

will include MTEP funds, local matching funds, and other funds as required to complete project as stated in this Agreement.

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State performing OR-211 Bicycle and Pedestrian Safety Enhancements on behalf of Agency, hereinafter referred to as "Project" and is further defined below. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The Project Description and Deliverables are as follows:

Description: Design, acquire right-of-way for, and construct bicycle and pedestrian improvements on the north side of OR-211 between OR-213 and Ona Way (from mile points 11.47 to 11.89).

Deliverables:

- Construction of a 6-foot shoulder with landscaped buffer and sidewalk on the north side of OR-211 between the existing sidewalk and Commercial Parkway
- Construction of a 6-foot shoulder and curb tight sidewalk between Commercial Parkway and just east of Ona Way
- Removal of existing ditches on the north side of OR-211
- Installation of inlets and storm pipe as required due to the new curb and sidewalk
- Construction of Water quality treatment as required
- Relocation of cabinet and utility work
- Replacement of existing culvert and guardrail at Bear Creek.

3. Both Parties agree that an amendment to this Agreement is required if any changes are made to the project as described in Project Description and Deliverables.

4. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$1,947,022 which is subject to change. MTEP federal and state funding for this Project shall be limited to \$1,683,911. Agency shall be responsible for all remaining costs, including match and any non-participating costs, and all costs in excess of the available federal or state funds.

5. The Funding Ratio for this Project is 86.49% MTEP funds to 13.51% Agency funds and applies to Project Underruns. The Funding Ratio does not apply in the case of Project Overruns.

6. If, at the time of contract award or Project Closeout, the Project underruns the estimated

Total Project Cost in this Agreement, MTEP funding and Other funds will be obligated proportionally based on the funding ratio. Any unused MTEP funds, will be retained by State, and will not be available for use by Agency for this Agreement or any other projects.

7. Project Overruns which occur at the time of contract award, and or at the time of Project Closeout are the responsibility of the Agency.
8. Project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering charges, construction engineering charges, and Contract Change Orders, as applicable shall be mutually agreed upon between the Agency and the State, as these decisions may impact the Total Project Cost. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.
9. Agency shall fulfill the match requirement in accordance with provisions described in paragraph 8.c of the Federal Standard Provisions, attached hereto, marked "Attachment No. 2", and by this reference made a part hereof.
10. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
11. This Agreement is contingent upon approval of the Statewide Transportation Improvement Program (STIP) by FHWA. If FHWA approval does not occur by October 2015, this Agreement shall be considered null and void.
12. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
13. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
14. This Agreement may be terminated by mutual written consent of both Parties.
15. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency 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 Agency fails to provide payment of its share of the cost of the Project.
- d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.

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

17. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.

18. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

19. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

21. 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.

22. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
23. State Contact for this Agreement is Kelly Brooks, Region 1 Enhance Program Manager, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
24. Agency's Contact for this Project is Dan Huff, City Manager, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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.

City of Molalla, by and through its elected officials

By _____
City Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Agency Counsel

Date _____

Agency Contact:

Dan Huff, City Manager
117 N Molalla Avenue
Molalla, OR 97038
(503) 829-6855
dhuff@cityofmolalla.com

State Contact:

Kelly Brooks,
Region 1 Enhance Program Manager
123 NW Flanders Street
Portland, OR 97225
503.731.8245
kelly.brooks@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Enhance Program Manager

Date _____

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map

OR-211 BICYCLE AND PEDESTRIAN SAFETY ENHANCEMENTS

TRANSIT/STREETScape/BIKE/PED



ATTACHMENT NO. 1 to Agreement No. 30502
SPECIAL PROVISIONS

1. State, or the consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, hydraulic studies, assist with acquisition of necessary right of way and easements; obtain all required permits and arrange for all utility relocations/adjustments. State or the consultant shall conduct all work components necessary to complete the Project.
2. Upon State's award of the construction contract, State, or the consultant, shall be responsible for all required materials testing and quality documentation; and prepare necessary documentation with ODOT-qualified personnel, and State will make all contractor payments. Contract administration, construction engineering and inspection will follow the most current version of the ODOT Construction Manual and the ODOT Inspector's Manual.
3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per this Agreement.
5. State and Agency agree that the useful life of this Project is defined as (20 years).
6. Agency grants State the right to enter onto Agency right of way, if needed, for the performance of duties as set forth in this Agreement.
7. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.
8. Agency agrees to accept ownership of any improvements made on Agency facilities and to be responsible for ongoing maintenance of such improvements.
9. Agency agrees to be responsible for the maintenance of any improvements made behind the face of curb and on Agency right of way including all landscape plantings and irrigation and power for irrigation, if any.

*State/City of Molalla
Agreement No. 30502*

10. State shall continue to be responsible for any improvements on State facility from face of curb to face of curb including any new drainage improvements and water quality treatment.
11. Maintenance responsibilities will survive any termination of this Agreement.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State or its consultant, with Agency involvement shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.

PROJECT FUNDING REQUEST

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, the consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind

contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria in OMB CIRCULAR NO. A-133.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State

administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

10. Agency shall follow requirements stated in the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving five hundred thousand (\$500,000) or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final invoices submitted after the three (3) months shall not be eligible for reimbursement. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR part 18 subpart 42).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State

will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.

15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

STANDARDS

16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or the consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or the consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.

17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.

18. State and Agency agree that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any

design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

19. Agency 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. State or the consultant shall, on behalf of Agency, 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.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

PRELIMINARY & CONSTRUCTION ENGINEERING

21. Preliminary engineering and construction engineering may be performed by either a) State, b) State-approved consultant, or c) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, Title 49 CFR part 18, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.

25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

REQUIRED STATEMENT FOR United States Department of Transportation (USDOT) FINANCIAL ASSISTANCE AGREEMENT

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan. Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

Disadvantaged Business Enterprises (DBE) Obligations

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work

including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 18, 24 and 26; 2 CFR 225, and OMB CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

31. State and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or the consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. State or the consultant must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). State's Liaison shall contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. State or the consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

37. State or Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and, at Project expense, to provide railroad coordination and negotiations through the State's Utility & Railroad Liaison on behalf of Agency. However, State is under no obligation to agree to perform said duties.

UTILITIES

38. State, the consultant, or Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of

the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

43. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
45. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

47. All employers, including Agency, that employ subject workers who work under this Project 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 five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions

48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.



City Of Molalla

City Council Meeting

Agenda Category: New Business

Subject: Wastewater Treatment Plant – Irrigation Big Gun Purchase

Recommendation: *Council Approval*

Date of Meeting to be Presented: May 13, 2015

Fiscal Impact: Cost to Purchase - \$63,000.00

Background: The City is seeking approval for purchasing an Irrigation Big Gun to be utilized by the Wastewater Treatment Plant for seasonal recycled water irrigation authorized by the current NPDES permit. This type of irrigation equipment provides the ability for controlled recycled water application rates as well as time duration. Attached are three bids for purchasing an Irrigation Big Gun:

- Ernst Irrigation, EHCO Hard Hose Traveler - \$60,150.00
Warrantee: 1 year – Manufacture’s, 5 year – Tube, 12 month or <2000 hours - Engine
- Valley Fab Corp, SR 150 Nelson Gun - \$63,000.00
Warrentee: 2 year – Engine, 1 year – Parts, 5 year (graduated) – Tube
- Fisher’s Supply, KIFCO T40x1320 Ag-Rain Water-Reel – \$80537.00
Warrentee: 1 year – Manufacture’s, 5 year (graduated) – Tube

The requested recommendation is to purchase the Valley Fab Corb, SR 150 Nelson Gun for \$63,000. The WWTP irrigates with this system currently, and has proven to be reliable. Irrigating with the same equipment allows for a reduced inventory of on-hand repair parts along with time in training to operate the control system.

SUBMITTED BY: Jennifer Cline, Public Works Director
APPROVED BY: Dan Huff, City Manager

ERNST IRRIGATION

20179 Main St. NE
P.O. Box 490
St. Paul, OR 97137

Phone: 503.633.1111
Fax: 503.633.4114
www.ernstirrigation.com

SALES ORDER

DATE _____ DELIVERY DATE _____

PAYMENT METHOD:

- CASH CHECK CC
 CHARGE FARM PLAN

SOLD TO: City of Molalla CUSTOMER NO. _____

ADDRESS: _____ PHONE NO. _____

CITY: _____ STATE: _____ ZIP: _____

QTY.	N-NEW U-USED	DESCRIPTION	STOCK #	SERIAL NUMBER	\$ PRICE
1		New 125-1400 Booster with Power Turntable, Computer, wheeled gun cart, JD 4045 Motor with Cornell 3RB Pump + Crossover pipe.			60,150 ⁰⁰
		Includes feed hose + 2 nozzles			
TOTAL PRICE:					\$

TERMS: _____

TRADE IN	STOCK #	SERIAL NUMBER	\$ PRICE
TRADE TOTAL:			\$
SALES TAX:			\$

CUSTOMER SIGNATURE: _____

SOLD BY: _____

CASH DOWN:	\$
BALANCE DUE:	\$

EHCO Hard Hose Traveler

**BOOSTER MACHINE
EHCO 125-1320 FRAME IV
EHCO 125-1400 FRAME IV**



Nobody knows Northwest Irrigation like Ernst. We have 60 years of experience in the field. We are familiar with and have made repairs on almost every piece of irrigation equipment commercially available.

We know what works and what doesn't, and we have established a reputation for technical knowledge and outstanding service.

EHCO Hard Hose Travelers

Designed and manufactured in the Northwest for the Northwest.

ERNST IRRIGATION

A PROVEN LEADER IN THE FIELD

Ernst Irrigation, 20179 Main St. NE,
St. Paul, OR 97137

Local (503)633-1111 Fax (503)633-4114

ERNST IRRIGATION



Will a hard hose traveler designed for an agricultural producer work for a municipality? Not necessarily. Based on our 60 years of experience, Ernst Irrigation has designed their travelers with features and options that allow us to customize a machine to fit specific needs. We work **WITH** our customers, and have asked many of them for their participation in designing out systems. The results have been well worth the effort. Clearly, there are many advantages to buying an EHCO hard hose traveler. Since our equipment is manufactured right here in the Northwest, using standard components, service is easily provided. All parts are available close by, and we can assist you immediately if you need help. What's more, our travelers utilize a simple drive system. They're easy to operate and maintain. Each EHCO model comes equipped with a 270-degree turntable, allowing you to irrigate larger areas without moving the unit repeatedly. Plus our units are operable with both fresh water and waste and waste water.

EHCO 125—Frame IV Standard Features Include:

- 4.0 I.D. (125 MM hose) with lengths up to 1500'
- John Deere 4045T/4045 Engine w/ Cornell 3RB booster pump
- Variable sprinkler retraction rates
- Simple level wind mechanism for smooth hose layout
- Adjustable self leveling skid or wheeled gun cart
- Medium density polyethylene hose
- Nelson SR150 slow reverse big gun
- Hydraulic gearbox with PTO capability
- Power spades and cart pickup
- Manual turntable
- Double axle
- Height 12'1"
- Width 9'2"
- Length 27' with cart
- Weight 13,000 without booster

EHCO Options Include:

- Computerized Controls
- Purge Pumps
- Low pressure cut out
- Perkins 1104C-44 engine w/ Berkeley B3JQBM pump
- Power Turntable

ERNST IRRIGATION

503-633-1111
St. Paul, OR

**EHCO/GK MACHINE
WARRANTY**

1. Products manufactured by EHCO/GK are warranted, for a period of 12 months after the date of shipment to the original retail buyer ("Buyer"), to be free of any defects in materials and workmanship. The 12-month warranty period shall not be extended by any repair or replacements of products pursuant to this warranty.
2. Subject to terms and conditions of this warranty, EHCO/GK will repair or replace, at its option, any products or components that are found to be defective or nonconforming, provided that buyer give prompt written notice of the defect or nonconformity within the warranty period. Buyer shall make the product or component available for inspection by an EHCO/GK representative, or at EHCO/GK's option, return the product or component to EHCO/GK.
3. Buyer shall be responsible for all cost of freight and other transportation and EHCO/GK shall be responsible for all labor charges for repair by any authorized third party (subject to EHCO/GK determination that such charges are reasonable) in connection with the repair or replacement of products pursuant to this warranty.
4. This warranty shall be void in case of (a) any modifications or repairs to the products not expressly approved by EHCO/GK, (b) use of unauthorized replacement parts, (c) misuse of products, including failure to observe operation instructions, (d) failure to perform normal maintenance, or (e) breakage or wear caused by normal use of products.
5. EHCO/GK shall be responsible for claims relating to defects of any component supplied by a third party and incorporated into products manufactured by EHCO/GK (including, but not limited to, diesel engines, gasoline engines, axles, tires, PTO shafts and batteries) only to the extent that such claims are covered by such third party's warranty.
6. Any adjustments of hydraulic pressure relief valves not approved by EHCO/GK and not performed to EHCO/GK specifications will void machine warranties.
7. Adjustments of shutoff linkages that do not conform to the Operator's Manual or have not been approved by EHCO/GK will void machine and hose warranties.
8. This warranty is in lieu of all other warranties or obligations, express or implied. EHCO/GK expressly disclaims all implied warranties of merchantability and fitness for a particular purpose and non-infringement. Buyer's exclusive remedy for breach of warranty is repair or replacement of products as provided herein. Dealers are not authorized to modify this warranty in any part, and EHCO/GK will not be responsible for promises not contained in this warranty.
9. **LIMITATION OF LIABILITY** – In no event will EHCO/GK, its officers, directors, employees, or affiliates, be liable for any direct, indirect, special, incidental or consequential damages of any kind (including, but not limited to, the products, or arising out of any legal theory, whether contract, negligence, strict tort liability or infringement.) In no event shall EHCO/GK be liable to buyer for any claim, whether based upon contract, negligence, strict tort liability, or any other legal theory, arising out of or relating to the product sold, in an amount exceeding the purchase price of the subject product, even if EHCO/GK has been advised of the possibility of such damages. Any action by buyer against EHCO/GK, its officers, directors, employees, or affiliates, arising out of or relating to the subject product, shall be brought within one year from shipment of the subject product to buyer.

TERMS OF WARRANTY FOR PE PIPES

The following Terms of Warranty apply to the PE pipes on EHCO/GK Travelers:

- I. This PE pipe warranty is valid for a period of five years from the date of delivery to the original retail buyer (the "Buyer") and is set up as follows:
 - a) During the first 12 months, EHCO/GK will provide free replacement of material for the repair of the PE pipe. If a break occurs more than three times, EHCO/GK will replace the affected PE pipe free of charge.
 - b) From the 13th to the 24th month, EHCO/GK will provide free replacement of material for the repair of the PE pipe. If a break occurs more than three times, including any break during the first 12 months, EHCO/GK will replace the affected PE pipe upon payment by buyer of 20% of the then current price of PE pipe.
 - c) From the 25th to the 36th month, EHCO/GK will provide free replacement of material for the repair of the PE pipe. If a break occurs more than three times, including any break during the first 24 months, EHCO/GK will replace the affected PE pipe upon payment by buyer of 40% of the then current price of PE pipe.
 - d) From the 37th to the 48th month, EHCO/GK will provide free replacement of material for the repair of the PE pipe. If a break occurs more than three times, including any break during the first 36 months, EHCO/GK will replace the affected PE pipe upon payment by buyer of 60% of the then current price of PE pipe.
 - e) From the 49th to the 60th month, EHCO/GK will provide free replacement of material for the repair of the PE pipe. If a break occurs more than three times, including any break during the first 48 months, EHCO/GK will replace the affected PE pipe upon payment by buyer of 80% of the then current price of PE pipe.
 - f) The warranty does not cover products damaged due to misuse, neglect, use of force, unauthorized repair, improper storage or normal wear.

The period of warranty will not be extended by any repair or replacement of PE pipe pursuant to this warranty. Buyer shall be responsible for all costs of freight and other transportation, and EHCO/GK shall be responsible for all labor charges for repairs by any authorized third party (subject to EHCO/GK's determination that such charges are reasonable) in connection with the repair or replacement of the PE pipe pursuant to this warranty.

Buyer must promptly notify EHCO/GK in writing of any defects, and must indicate the serial number of the unit.

The warranty obligation is only applicable if the manufacturer, after examining it, recognizes the damage as a result of a defect in materials or workmanship.

2. The warranty obligation is only valid if:
 - a) EHCO/GK has received payment for the PE pipe pursuant to the agreed payment terms.
 - b) The certificate of warranty has been duly completed, including the date of delivery to the buyer, and returned to EHCO/GK within 10 days from the date of delivery.
 - c) The operating instructions for the EHCO/GK Traveler are observed exactly.
 - d) The temperature of the operating water does not exceed 86 degrees Fahrenheit.
 - e) The PE pipe is cooled off after excessive exposure to sunlight.
 - f) Pipes which have become covered by mud are not reeled up before they are lifted from the ground.
 - g) The speed at which the PE pipe is drawn off or reeled up does not exceed 3 mph.
 - h) The reading pressure at the unit does not exceed 150 psi.
 - i) The friction brake is properly set.
3. EHCO/GK will bear the cost of the repair by the buyer himself or a third person only if we have given our prior written consent.
4. The warranty is only valid for the original buyer and expires upon buyer's resale of the products.
5. This warranty is in lieu of all other warranties or obligations, express or implied. EHCO/GK expressly disclaims all implied warranties of merchantability, fitness for a particular purpose and non-infringement. Buyer's exclusive remedy for breach of warranty is repair or replacement of products and provided herein. Dealers are not authorized to modify this warranty in any part, and EHCO/GK will not be responsible for promises not contained in this warranty.
6. **LIMITAION OF LIABILITY** – In no event will EHCO/GK, its officers, directors, employees, or affiliates, be liable for any direct, indirect, special, incidental or consequential damages of any kind (including, but not limited to, personal injury, property damage, or lost profits or revenues), sustained from any cause relating to the products or arising out of any legal theory, whether contract, negligence, strict tort liability or infringement. In no event shall EHCO/GK be liable to buyer for any claim, whether based upon contract, negligence, strict tort liability, or any other legal theory, arising out of or relating to the product sold, in an amount exceeding the purchase price of the subject product, even if EHCO/GK has been advised of the possibility of such damages. Any lawsuit by buyer against EHCO/GK, its officers, directors, employees, or affiliates, arising out of or relating to the subject product, shall be filed within one year from shipment of the subject product to buyer.

JOHN DEERE NEW OFF-HIGHWAY ENGINE WARRANTY

Warranty Duration

Unless otherwise provided in writing by John Deere, John Deere makes the following warranty to the first retail purchaser and each subsequent purchaser (if purchase is made prior to expiration of applicable warranty) of each John Deere new off-highway engine marketed as part of a product manufactured by a company other than John Deere or its affiliates and on each John Deere engine used in an off-highway repower application:

12 months, unlimited hours of use, or

24 months and prior to the accumulation of 2000 hours of use.

Note: In the absence of a functional hourmeter, hours of use will be determined on the basis of 12 hours of use per calendar day.

Warranty Coverage

This warranty applies to the engine and to integral components and accessories sold by John Deere, and delivered to the first retail purchaser on or after 1 April 2010.

All John Deere-warranted parts and components of John Deere engines which, as delivered to the purchaser, are defective in materials and/or workmanship will be repaired or replaced, as John Deere elects, without charge for parts or engine repair labor, including reasonable costs of labor to remove and reinstall non-engine parts or components of the equipment in which the engine is installed, and, when required, reasonable costs of labor for engine removal and reinstallation, if such defect appears within the warranty period as measured from the date of delivery to the first retail purchaser.

Obtaining Warranty Service

Warranty service must be requested of the nearest authorized John Deere engine service outlet before the expiration of the warranty. An authorized service outlet is a John Deere engine distributor, a John Deere engine service dealer, or a John Deere equipment dealer selling and servicing equipment with an engine of the type covered by this warranty. (See "When Warranty Service is Needed" on page 2.)

Authorized service outlets will use only new or remanufactured parts or components furnished or approved by John Deere.

Authorized service locations and the name of the John Deere division or subsidiary making this warranty are listed in the *Parts and Service Directory for John Deere Engines. Off-highway engine service locations worldwide will also be found on the Internet at www.johndeere.com. (Click on "Where to Buy".)*

At the time of requesting warranty service, the purchaser must be prepared to present evidence of the date of delivery of the engine.

John Deere reimburses authorized service outlets for limited travel expenses incurred in making warranty service repairs in non-John Deere applications when travel is actually performed. The limit, as of the date of publication of this booklet, is US\$400.00 (US\$500.00 if engine is marine) or equivalent. If distances and travel times are greater than reimbursed by John Deere, the service outlet will charge the purchaser for the difference.

Warranty Exclusions

John Deere's obligations shall not apply to components and accessories which are not furnished or installed by John Deere, nor to failures caused by such items, except as required by law.

Purchaser's Responsibilities

The cost of normal maintenance and depreciation.

Periodic cleaning of the diesel exhaust filter.

Consequences of negligence, misuse, or accident involving the engine, or improper application, installation, or storage of the engine.

Consequences of service performed by someone other than a party authorized to perform warranty service, if such service, in John Deere's judgment, has adversely affected the performance or reliability of the engine.

Consequences of any modification or alteration of the engine not approved by John Deere, including, but not limited to, tampering with fuel and air delivery systems.

The effects of cooling system neglect as manifested in cylinder liner, block cavitation ("pitting", "erosion", "electrolysis").

Any premium for overtime labor requested by the purchaser.

Costs of transporting the engine or the equipment in which it is installed to and from the location at which the warranty service is performed, if such costs are in excess of the maximum amount payable to the service location where the warranty service performed at the engine's location.

Consequences of fuels, lubricants, or coolant that fails to meet the specifications and requirements listed in the Operation and Maintenance Manual.

Valley Fab Corp.
 10910 Portland Rd. NE
 Brooks, OR 97305
 Phone: 503-792-3739
 Fax: 503-792-3738

Quotation

Quote City Of Molalla
 To: 117 N. Molalla Ave.
 Molalla, OR 97038

Quote Number:	12234	Contact:	
Quote Date:	11/19/14	Expires:	12/19/14
Customer:	CITY OF MOLA	Inquiry:	
Salesman:	In house	Terms:	Net 30
Ship Via:		Phone:	(503) 829-6855
FOB:	Origin	FAX:	(503) 829-3676

<u>Item</u>	<u>Part Number</u> <u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
1	24- 4000-2-B 4000 Irrigator Tandem Axle Hydraulic Lift and Anchor Dual Water Inlets 4 Wheel Gun Cart 25 FT Inlet Hose And Fittings 2- 100 Fuel Tanks		1	\$37,000.0000 /EA
2	24- COM 20902650 Computer MaterMac. Irrigamatic PRO45 Computer for Irrigator Complete		1	\$2,567.0000 /EA
3	24- CORN 3RB-EM16-4 3RB-EM16 SAE 4 Cornell Pump with Machanical seal and Rubber Coulper		1	\$5,022.4000 /EA
4	24- HARD HOSE 4.1X1500 4.98 x 4.1 x 1500 Hard Hose		1,500	\$5.5900 /EA
5	24- IR900 Hyd.Turntable		1	\$923.9247 /EA
6	24- ISUZU 55HP Isuzu 55 HP Motor (4LE2PW-18		1	\$8,755.6000 /EA
7	24- NELSON SR 150 GUN		1	\$1,345.7000 /EA

<u>Item</u>	<u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
	SR 150 Nelson Gun (24DEGR)			

Total:

~~\$85,927.62~~
63,060.00
6.21



By
Valley Fab Corp.

Fisher's Supply
659 SW 1st Ave
Canby, OR 97013
www.fisherssupply.com
PHONE: (503) 263-8557

Customer No.	Job No.	Purchase Order No.	Reference	Terms	Clerk	Date	Time
2975			JAKE 503-829-5407	NET EOM	VIC	3/26/15	2:37

Sold To
 CITY OF MOLALLA
 PO BOX 248
 MOLALLA OR 97038

() 829-5408

Ship To
 MOLALLA WASTE WATER DEPT

EXP. DATE: 3/31/15

TERM#557

DOC# 244289

* ESTIMATE *

SLSPR: 15 VIC

TAX : 001 DEFAULT TAX CODE

EST. 244289

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/PER	EXTENSION
	1	EA	22999999	T40/1320 ST7 AG RAIN 4.0 ID X 1320 FT PE TUBE HYDRAULIC TUNTABLEIS APPROX \$1200.00 MORE.		1	37135.00 /EA	37,135.00 N
	1	EA	22999999	SR150 NELSON GUN WITH RING NOZ ZEL SET FLANGED BASE		1	1660.00 /EA	1,660.00 N
	1	EA	22999999	HYDRAULIC TUNTABLE ADDER INSTALLED		1	1295.00 /EA	1,295.00 N
	1	EA	99999991	ESTIMATED INBOUND FREIGHT		1	7000.00 /EA	7,000.00 N
	1	EA	22999999	HYDRAULIC JACK KIT USES TRACTOR HYDRAULICS		1	1100.00 /EA	1,100.00 N
	1	EA	22999999	HIGH PRESSURE SHUTDOWN SHUTS WATER OFF AT END OF RUN, MUST HAVE HIGH PRESSURE SHUTOFF ON PUMP OR MAINLINE DAMAGE MAY OCCUR		1	1495.00 /EA	1,495.00 N
	1	EA	22999999	RAIN SENTRY COMPUTER CONTROLS RETRACTION SPEED MORE ACCURATELY THAN COMPENSATION LINKAGE WILL DO.		1	3502.00 /EA	3,502.00 N
	1	EA	22999999	PTO SHAFT 30036044		1	350.00 /EA	350.00 N

CONT'D

X

Received By _____

Fisher's Supply
659 SW 1st Ave
Canby, OR 97013
www.fisherssupply.com
PHONE: (503) 263-8557

Customer No.	Job No.	Purchase Order No.	Reference	Terms	Clerk	Date	Time
2975			JAKE 503-829-5407	NET EOM	VIC	3/26/15	2:37

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* ESTIMATE *

EST. 244289

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/PER	EXTENSION
	1	EA	22999999	ALLOWS THE REWIND OF HOSE BY USING TRACTOR PTO TO TURN GEARBOX TO WIND IN HOSE IF NO WATER IS BEING APPLIED ADD BOOSTER KIT TIER 4 ENGINE AND PUMP MOUNTED A NELSON 200 GUN IN LIEU OF THE SR150 WOULD BE 3376.00 THE SR 150 WILL FLOW 100 TO 500 GPM DEPENDING ON NOZZLE SIZE AND PRESSURE THE SR 200 WILL FLOW 250 TO 1100 GPM DEPENDING ON NOZZLE SIZE AND PRESSURE THE LIMITING FACTOR IS HOSE SIZE AND LENGTH 4" HOSE IS DESIGNED TO CARRY ABOUT 400 GPM WITH ABOUT 25 PSI LOSS IN HOSE. NOT SURE OF PRESSURE AVAILABLE AT FIELD.		1	27000.00 /EA	27,000.00 N
							TAXABLE	0.00
							NON-TAXABLE	80537.00
							SUBTOTAL	80537.00
							TAX AMOUNT	0.00
							TOTAL AMOUNT	80537.00

** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **

X _____
 Received By



Most Trusted Traveling Irrigation Systems
Since 1964

Kifco T40x1320 Ag-Rain® Water-Reel®



- Turbine Driven Water-Reel® with 4.0" ID x 1320' MDPE Tube
- Portable, Simple, Reliable irrigation for pastures, cash crops, reclamation, mining and construction sites, and large sports complexes
- The UV resistant MDPE Tube is extremely durable and carries a 5 year pro-rated warranty against manufacturing defects
- Rugged construction proven by over 40 years of production and over 35,000 Kifco Water-Reels® sold
- Industry leading products with service and distribution at over 350 authorized dealers

Applicable Markets



Agriculture



Pastures and Cash Crops



Reclamation, Mining and Construction Sites

Standard Features and Benefits

- Heavy duty hydraulic stabilizer legs are operated by your tractor's hydraulics
- Efficient radial turbine provides retraction speed control
- A two speed gearbox and three pulley settings provide six speed operation
- Taky (Electronic Tachometer) which measures retraction speed, length of run, tube remaining and time to end of run
- Liquid filled inlet pressure gauge
- 30' x 4" supply hose with 4" male ring lock supply end
- Tube mis-wrap safety shutoff
- Automatic shutoff of drive mechanism
- Hand operated hydraulic jack
- Chain operated level wind system
- Speed compensation for consistent retraction speeds and application rate for the entire length of run
- Adjustable width guncart which allows for offset gun operation & added width for stability
- Hydraulic operated guncart lift
- Galvanized heavy duty chassis
- Heavy ST7 chassis is equipped with dual, adjustable width axles for added stability
- Adjustable height drawbar hitch for easy towing
- Ball bearing turntable

1 Year Manufacturer's
Warranty

5 Year Pro-Rated
Tube Warranty



www.kifco.com

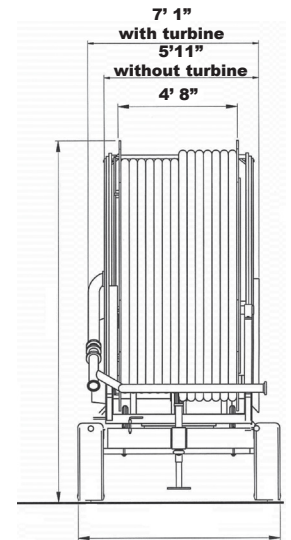
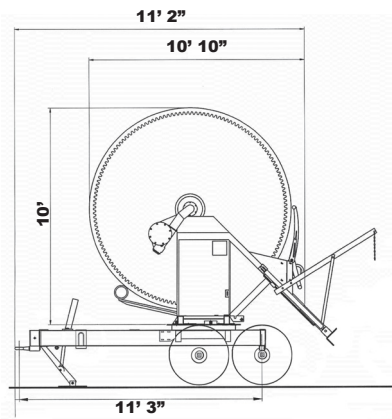


Water-Reels®
B-Series Ag-Rain®
Specialty
Pumps

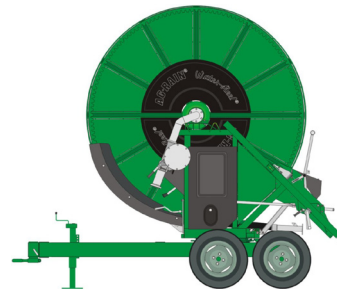
700 S. Schrader Ave.
P.O. Box 290
Havana, IL 62644
800-452-7017 Toll Free
309-543-4425 Phone
309-543-4945 Fax
www.kifco.com



T40x1320 Dimensions



ST7 Chassis



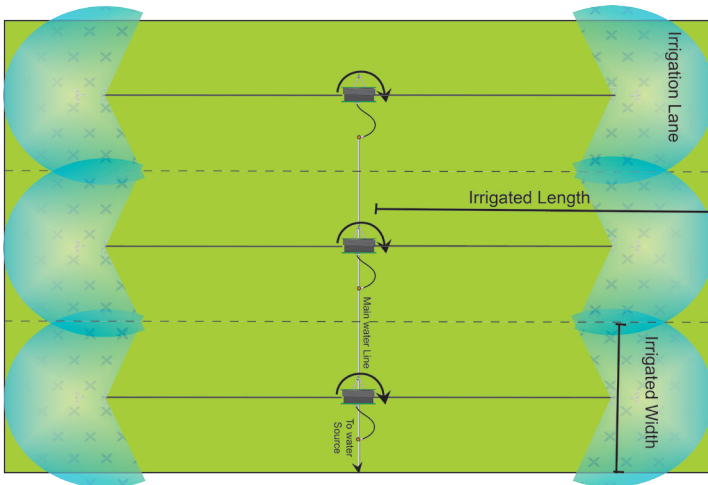
Technical Specifications

Tube Inner Diameter/Length	4.0" x 1320'
Irrigated Width	228' - 298'
Irrigated Length	1,434' - 1,469'
Retraction Speed	30 - 300 ft. per hr.
Irrigated Area Per Run (Acres)	7.5 - 10
Drive System	Turbine
GPM Range	205 - 415
Inlet PSI Range	78 - 150
Hours Per Full Run	4.4 - 44
Dry Weight (lbs)	8,765
Weight w/ Water (lbs)	18,750
Chassis Size	ST7

Options

Primary Pumps	KB2ERK, KB2.5JD, KB4JD
Booster Pumps	N/A
Hydraulic Turntable	Hands free rotation
Hydraulic Jack	Eliminates need to manually raise or lower the tongue of the machine
High Pressure Shut Down	Automatically shuts off water flow at the end of each run
Rain Sentry Irrigation Computer	Generates a digital read out and controls retraction speed, application rate, shut off and start up
Guncart Riser Extensions	12" or 24" guncart riser extensions (High-Cart)
PTO Shaft	Ability to rewind your machine with your tractor without irrigating
Sprinklers	Nelson SR200 or Komet 202

Rotate Turntable 180° and Irrigate In Opposite Direction



10 PSI turbine pressure loss is assumed in all data. Area covered may vary depending on wind conditions and use of different sprinklers. Specifications are subject to change without notice. Technical specifications contained herein are based upon sprinkler manufacturer's recommended pressure and flow. Actual specifications may vary.

Sprinkler Model	Nozzle Dia.	Inlet PSI	(Q) GPM	Width (ft.) (70%)	Length (ft.) (70%)	Wetted Dia. (ft.)	Application Rate (in.)
Nelson SR200	1.29"	78	230	228	1434	325	0.5 - 1.5
	1.29"	91	250	238	1439	340	0.5 - 1.5
	1.29"	104	270	249	1444	355	0.5 - 1.5
	1.29"	117	290	259	1450	370	0.5 - 1.5
	1.46"	89	300	249	1444	355	0.5 - 1.5
	1.46"	104	330	259	1450	370	0.5 - 1.5
	1.46"	119	355	270	1455	385	0.5 - 1.5
	1.46"	135	380	280	1460	400	0.5 - 1.5
	1.56"	98	350	259	1450	370	0.5 - 1.5
	1.56"	116	385	273	1457	390	0.5 - 1.5
	1.56"	132	415	284	1462	405	0.5 - 1.5
	1.56"	150	445	294	1467	420	0.5 - 1.5
	1.66"	111	410	273	1457	390	0.5 - 1.5
	1.66"	130	445	287	1464	410	0.5 - 1.5
1.66"	149	480	298	1469	425	0.5 - 1.5	

Sprinkler Model	Nozzle Dia.	Inlet PSI	(Q) GPM	Width (ft.) (70%)	Length (ft.) (70%)	Wetted Dia. (ft.)	Application Rate (in.)
Komet 202	1.18"	85	277	233	1437	333	0.3 - 1.5
	1.18"	99	303	257	1448	367	0.3 - 1.5
	1.18"	114	328	273	1457	390	0.3 - 1.5
	1.18"	128	350	283	1461	404	0.3 - 1.5
	1.28"	93	325	244	1442	348	0.3 - 1.5
	1.28"	110	356	270	1455	386	0.3 - 1.5
	1.28"	125	384	285	1462	407	0.3 - 1.5
	1.28"	142	411	295	1467	421	0.5 - 1.5
	1.38"	104	377	255	1447	364	0.5 - 1.5
	1.38"	122	413	281	1460	401	0.5 - 1.5
	1.38"	140	446	295	1468	422	0.5 - 1.5
	1.48"	117	433	264	1452	377	0.5 - 1.5
	1.48"	137	474	290	1465	414	0.5 - 1.5



Revised 10/2012

City of Molalla

ORDINANCE NO. 2011-07

AN ORDINANCE AMENDING THE MUNICIPAL CODE RELATING TO BOARDS AND COMMISSIONS

The City of Molalla Ordains as Follows:

Section 1. A new Chapter (Chapter 2.05 Membership by Former City Employees) is added to the City's codified Municipal Code as follows:

2.05 Membership on Boards and Commissions.

2.05.010 No current employee of the City of Molalla may serve on a board or commission established by city ordinance, either as a voting or nonvoting member. The city manager may assign city employees to serve as staff liaisons to boards and commissions.

2.05.015 Notwithstanding any other provision of the Molalla Municipal Code relating to boards and commissions, no person formerly employed by the City of Molalla may serve on a board, commission or committee established by city ordinance, either as a voting or nonvoting member, until a minimum of ____ years have elapsed from the person's separation of employment from the City.

Approved:

Mike Clarke, Mayor

ATTEST this ____ day of _____ 2010.

Sadie Cramer, City Recorder

City of Molalla

ORDINANCE NO. 2015-02

AN ORDINANCE AMENDING THE MOLALLA LAND USE AND DEVELOPMENT CODE TO IMPOSE REASONABLE REGULATIONS ON THE PLACEMENT OF MEDICAL MARIJUANA DISPENSARIES IN THE CITY AND DECLARING AN EMERGENCY

- WHEREAS:** The Oregon Legislature enacted House Bill 3460 that created a medical marijuana dispensary registration system and which purported to allow medical marijuana facilities to be located in areas of the City zoned for commercial, industrial, or mixed use; and
- WHEREAS:** The Molalla Land Use and Development Code does not currently expressly allow medical marijuana facilities to be located in any areas of the City; and
- WHEREAS:** The Oregon Legislature also enacted Senate Bill 1531, which permits Molalla to impose reasonable regulations on medical marijuana dispensaries in the City, including reasonable limitations on where medical marijuana facilities may be located within the City; and
- WHEREAS:** The City Council desires to utilize its home rule authority and the authority granted to it by Senate Bill 1531 to adopt this proposed ordinance, which expressly sets forth those areas of the City in which a medical marijuana dispensary may be located thereby prohibits the location of medical marijuana dispensaries in other areas of the City; and
- WHEREAS:** Consistent with the terms of Senate Bill 1531, the City imposed a moratorium on medical marijuana dispensaries locating within the City, which will expire on May 1, 2015; and
- WHEREAS:** The City Council finds that it is necessary for the immediate preservation of the public peace, health and safety to have in place and effective before May 1, 2015 reasonable regulations on where medical marijuana dispensaries may be located within the City; and
- WHEREAS:** At its meeting of March 4, 2015, the Molalla Planning Commission held a hearing as required by section 19.04.050 of the Molalla Municipal Code on this proposed ordinance, received public testimony, discussed the issues, and recommended approval of this proposed ordinance to the City Council; and
- WHEREAS:** At its meeting of April 8, 2015, the Molalla City Council held a hearing as required by section 19.04.050 of the Molalla Municipal Code on this proposed ordinance, received public testimony, discussed the issues, and considered the Planning Commission recommendation.

NOW, THEREFORE, THE CITY OF MOLALLA ORDAINS as follows:

- Section 1.** On the basis of the facts contained in the record, the City Council finds there is sufficient justification and need to accept the Planning Commission recommendation and hereby adopts as its own the Findings of Fact of the Planning Commission which are included herein by this reference.
- Section 2.** The Land Use and Development Code is hereby amended as set forth in Exhibit 1, which is attached hereto and incorporated herein by this reference as if it were set forth verbatim in full.
- Section 3.** This Ordinance is necessary for the immediate preservation of the public peace, health and safety, and, pursuant to section 18 of the Molalla City Charter, an emergency is declared to exist, and this Ordinance takes effect upon its passage.

Adopted this _____ day of _____, 2015.

Deborah Rogge
Mayor

ATTEST:

Sadie Cramer
City Recorder

Exhibit 1

Section 16.12.030 of the Molalla Municipal Code is hereby amended by adding a definition for the term, "Medical Marijuana Dispensary" as follows:

MEDICAL MARIJUANA DISPENSARY: Any facility or operation designed, intended or used for purposes of delivering, dispensing, or transferring marijuana to Oregon medical marijuana registry identification card holders pursuant to ORS 475.300-475.346.

Section 17.12.020 of the Molalla Municipal Code is hereby amended by adding a Medical Marijuana Dispensary as a permitted use in the Central Business District and in the C-2 General Commercial District as follows (new language in **bold/italics**):

17.12.020 Land uses and development standards.

CBD, CENTRAL BUSINESS DISTRICT

Development Standards

- A. None - Minimum lot area (sq ft) *Development must conform to lot width, depth, yard setback and coverage standards
- B. 50 ft - Minimum lot width
- C. 100 ft - Minimum lot depth
- D. 45 ft - Maximum building height
- E. Yes - Building height transition
- F. 100% - Maximum lot coverage
- G. 5% - Minimum landscape area (% of site)
- H. Minimum Setback (ft)¹

Front	Side	Street Side	Rear	Along Arterials
0	0	0	0	See TSP

I. Fences and Gardening/Retaining Walls²

Max Height - Front	Max Height - Side	Max Height - Street Side	Max Height - Rear
42 in	6 ft	6 ft	6 ft

J. Permitted Uses

1. Basic utilities
2. Brewery
3. Commercial indoor recreation (under 25,000 sq ft)
4. Community service

5. Daycare (adult or child)
6. Educational services, not a school (e.g., tutoring or similar services)
7. Governmental buildings
8. Hotel or motel
9. Indoor recreation facilities (under 25,000 sq ft)
10. Laundromat not including dry cleaning on site
11. Medical centers
- 12. *Medical Marijuana Dispensary*¹⁷**
13. Mortuary (not crematory)
14. Offices
 - a. Cafeterias
 - b. Health facilities
 - c. Other facilities primarily for the use of employees of the firm or business
15. Parks and open space
16. Private club, lodge, convent, social or recreational building or community assembly hall
17. Public park, playground, or recreational area, and buildings used in connection therewith
18. Quick vehicle servicing or vehicle repair (see also drive-up/drive-in/drive-through uses, per Section 17.12.090) - fully enclosed
19. Religious institutions and houses of worship
20. Restaurants (not including drive-through)
21. Retail sales and service (see also drive-up uses)
22. Small animal veterinary office or hospital
23. Studios including music, dancing, art, photography, or health
24. Television and radio studios
25. Temporary uses (limited to “P” and “CU” uses)
26. Theater, except drive-in
27. Transportation facilities (operation, maintenance, preservation, and construction)
28. Use customarily incidental and subordinate to a PRINCIPLE use permitted outright

K. Accessory Uses

1. Accessory structures (with a permitted use)
2. Accessory uses for retail sales
 - a. Manufacturing or repackaging of goods for on-site sales
 - b. Parking
 - c. Storage of goods
3. Signs (subject to requirements of Chapter 18.32)

L. Conditional Uses

1. Bars and taverns³
2. Bed and breakfast inns
3. Buildings and structures exceeding the height limits in Table 17.12.2
4. Bus depot but not a bus garage or storage yard
5. Colleges and schools
6. Commercial indoor recreation (25,000 sq ft or greater)
7. Commercial outdoor recreation
8. Commercial parking
9. Condominium developments (commercial)
10. Drive-up/drive-in/drive-through (drive-up windows, kiosks, ATMs, similar uses/facilities) per Section 17.12.090
11. Entertainment, major event
12. Motion picture production studios and allied services
13. Multifamily (4 or more) residential⁴
14. Private nursery school, kindergarten, or daycare center⁵
15. Quick vehicle servicing or vehicle repair (see also drive-up/drive-in/drive-through uses, per Section 17.12.090) - not enclosed
16. Public utility and communication facilities, such as a branch telephone exchange, static transformer, booster station, or pumping station
17. Radio frequency transmission facilities
18. Rail lines and corridors
19. Residential uses above and behind storefronts
20. Senior housing
21. Swimming pools
22. Telecommunication facilities
23. Uses operating between 10:00 p.m. and 6:00 a.m.

C-2, GENERAL COMMERCIAL DISTRICT

Development Standards

- A. 10,000 sq ft - Minimum lot area (sq ft) *Development must conform to lot width, depth, yard setback and coverage standards
- B. 60 ft - Minimum lot width
- C. 120 ft - Minimum lot depth
- D. 45 ft - Maximum building height
- E. Yes - Building height transition
- F. 80% - Maximum lot coverage
- G. 15% - Minimum landscape area (% of site)

H. Minimum Setback (ft)⁶

Front	Side	Street Side	Rear	Along Arterials
10 ft	10 ft	20 ft	10 ft	See TSP

I. Fences and Gardening/Retaining Walls⁷

Max Height - Front	Max Height - Side	Max Height - Street Side	Max Height - Rear
42 in	6 ft	6 ft	6 ft

J. Permitted Uses

1. Basic utilities
2. Brewery
3. Commercial indoor recreation (under 25,000 sq ft)
4. Community service
5. Daycare (adult or child)
6. Drive-through restaurant
7. Drive-up/drive-in/drive-through (drive-up windows, kiosks, ATMs, similar uses/facilities) per Section 17.12.090
8. Educational services, not a school (e.g., tutoring or similar services)
9. Hotel or motel
10. Indoor recreation facilities (under 25,000 sq ft)
11. Laundromat not including dry cleaning on site
12. Medical centers
- 13. *Medical Marijuana Dispensary***¹⁷
14. Mortuary (not crematory)
15. Motion picture production studios and allied services
16. Offices
 - a. Cafeterias
 - b. Health facilities
 - c. Other facilities primarily for the use of employees of the firm or business
17. Parks and open space
18. Public park, playground, or recreational area, and buildings used in connection therewith
19. Quick vehicle servicing or vehicle repair (see also drive-up/drive-in/drive-through uses, per Section 17.12.090) - fully enclosed
20. Recreational vehicle camping parks

21. Religious institutions and houses of worship
22. Restaurants (not including drive-through)
23. Retail sales and service (see also drive-up uses)
24. Self service storage
25. Small animal veterinary office or hospital
26. Studios including music, dancing, art, photography, or health
27. Temporary uses (limited to “P” and “CU” uses)
28. Theater, except drive-in
29. Transportation facilities (operation, maintenance, preservation, and construction)
30. Vehicle repair⁸
31. Vehicle sales⁹
32. Use customarily incidental and subordinate to a PRINCIPLE use permitted outright

K. Accessory Uses

1. Accessory structures (with a permitted use)
2. Accessory uses for retail sales
 - a. Gasoline, parts, tire sales and vehicle washing when accessory to vehicle sales or repair
 - b. Manufacturing or repackaging of goods for on-site sales
 - c. Parking
 - d. Storage of goods
3. Signs (subject to requirements of Chapter 18.32)

L. Conditional Uses

1. Bars and taverns¹⁰
2. Buildings and structures exceeding the height limits in Table 17.12.2
3. Bus depot but not a bus garage or storage yard, except as provided in subsection (L)(21) of this section
4. Cemetery
5. Colleges and schools
6. Commercial indoor recreation (25,000 sq ft or greater)
7. Commercial outdoor recreation
8. Commercial parking
9. Condominium developments (commercial)
10. Drive-in movie theatre
11. Entertainment, major event
12. Governmental buildings
13. Indoor recreation facilities greater than 25,000 sq ft

14. Laundromat, including dry cleaning on-site
15. Private club, lodge, convent, social or recreational building or community assembly hall
16. Public utility and communication facilities, such as a branch telephone exchange, static transformer, booster station, or pumping station
17. Quick vehicle servicing or vehicle repair (see also drive-up/drive-in/drive-through uses, per Section 17.12.090) - not enclosed
18. Radio frequency transmission facilities
19. Rail lines and corridors
20. Telecommunication facilities
21. Television and radio stations
22. Uses operating between 10:00 p.m. and 6:00 a.m.
23. Senior housing

Table 17.12.1 identifies the land uses that are allowed in the Commercial Districts. The specific land use categories are described and uses are defined in Title 16.

Table 17.12.1 - Commercial Districts—Allowed Land Uses

Uses	Status of Use in District	
	C-1	C-2
Accessory structures (with a permitted use)	AU	AU
Bars and taverns ¹¹	CU	CU
Basic utilities	P	P
Bed and breakfast inn	CU	N
Brewery	P	P
Buildings and structures exceeding the height limits in Table 17.12.2	CU	CU
Bus depot but not a bus garage or storage yard	CU	CU
Colleges and schools	CU	CU
Commercial indoor recreation (under 25,000 sq ft)	P	P
Commercial indoor recreation (25,000 sq ft and over)	CU	CU
Commercial outdoor recreation	CU	CU
Commercial parking	CU	CU
Community service	P	P
Condominium developments (commercial)	CU	CU
Daycare (adult or child)	P	P
Drive-in movie theatre	N	CU

Drive-up/drive-in/drive-through (drive-up windows, kiosks, ATMs, similar uses/facilities) per Section 17.12.090	CU	P
Educational services, not a school (e.g., tutoring or similar services)	P	P
Entertainment, major event	CU	CU
Governmental buildings	P	CU
Hotel or motel	P	P
Indoor recreation facilities	P	P
Laundromat, including dry cleaning on-site	N	CU
Laundromat, not including dry cleaning on-site	P	P
Medical centers	P	P
<i>Medical Marijuana Dispensary</i>	<i>P¹⁷</i>	<i>P¹⁷</i>
Mortuary (not crematory)	P	P
Motion picture production studios and allied services	CU	P
Multifamily (4 or more units)	P	N
Offices	P	P
Cafeterias	AU	AU
Health facilities	AU	AU
Other facilities primarily for the use of the employees of the firm or business	AU	AU
Parks and open space	P	P
Private club, lodge, convent, social or recreational building or community assembly hall	P	CU
Private nursery school, kindergarten, or daycare center ¹²	CU	N
Public park, playground, or recreational area, and buildings used in connection therewith	P	P
Public utility and communication facilities, such as a branch telephone exchange, static transformer, booster station, or pumping station	CU	CU
Quick Vehicle Servicing or Vehicle Repair (See also Drive-Up/Drive-In/Drive-Through Uses, per Section 17.12.090)		
Fully enclosed	P	P
Not enclosed	CU	CU
Radio frequency transmission facilities	CU	CU
Rail lines and corridors	CU	CU
Recreational vehicle camping parks	N	P
Religious institutions and houses of worship	P	P
Residential uses above and behind storefronts	CU	N

Restaurants (not including drive-through)	P	P
Retail sales and service (see also drive-up uses)	P	P
Accessory Uses for Retail Sales		
Gasoline, parts, tire sales and vehicle washing when accessory to vehicle sales or repair	N	AU
Manufacturing or repackaging of goods for on-site sales	AU	AU
Parking	AU	AU
Storage of goods	AU	AU
Self service storage	N	P
Senior housing	CU	CU
Signs (subject to requirements of Chapter 18.32)	AU	AU
Small animal veterinary office or hospital	P	P
Studios including music, dancing, art, photography, or health	P	P
Swimming pools	CU	N
Telecommunication facilities	CU	CU
Television and radio studios	P	CU
Temporary uses (limited to “P” and “CU” uses)	P	P
Theater, except drive-in	P	P
Transportation facilities (operation, maintenance, preservation, and construction)	P	P
Use customarily incidental and subordinate to a PRINCIPLE use permitted outright	P	P
Uses operating between 10:00 p.m. and 6:00 a.m.	CU	CU
Vehicle repair ¹³	N	P
Vehicle sales ¹⁴	N	P

Key:

P = Permitted, subject to site/development review

CU = Conditional Use Permit required

N = Not permitted

AU = Accessory Uses

The development standards in Table 17.12.2 apply to all new structures, buildings, and development, and major remodels, in the Commercial Districts.

Table 17.12.2 - Commercial Districts—Development Standards

Standard	C-1	C-2
Minimum Lot Area (sq ft) *Development must conform to lot width, depth, yard setback and coverage standards	None	10,000
Minimum Lot Width (ft)	50	60

Minimum Lot Depth (ft)	100	120
Maximum Building Height (ft)	45	45
Building Height Transition	Yes	Yes
Maximum Lot Coverage (%)	100	80
Minimum Landscape Area (% of site)	5	15
Minimum Setback (ft)¹⁵		
Front	0	10
Side	0	10
Street Side	0	20
Rear	0	10
Setbacks Along Arterials	See TSP	See TSP
Fences and Gardening/Retaining Walls¹⁶		
Max Height - Front	42 in	42 in
Max Height - Side	6 ft	6 ft
Max Height - Street Side	6 ft	6 ft
Max Height - Rear	6 ft	6 ft

Notes:

- 1 No balconies may extend into the public right-of-way.
- 2 See also Sections 18.04.020 Vision Clearance and 18.08.050 Fences and Walls.
- 3 Bars and taverns established after the effective date of this Code shall not be located within 500 feet of another use classified as a bar or tavern.
- 4 Setbacks for multifamily development in this district shall comply with the standards of Section 17.08.030 through Section 17.08.100 as well as to meet the development standards of Section 17.08.020.
- 5 On lots having a minimum of 10,000 sq ft, provided there is established in connection therewith, a play lot having a minimum area of 400 sq ft plus an additional 40 sq ft for each child in excess of 10, which play lot is separated from adjoining properties by a sight-obscuring security fence.
- 6 No balconies may extend into the public right-of-way.
- 7 See also Sections 18.04.020 Vision Clearance and 18.08.050 Fences and Walls.
- 8 Includes passenger vehicle, light and medium truck, motorcycle, boat and recreational vehicle sales and repair in an enclosed building, quick lubrication services, transmission or muffler services, auto body services, detailing and upholstery shops. Does not include junking, wrecking, storage, towing, or salvaging operations.
- 9 Does not include junking, wrecking, storage, towing, or salvaging operations.
- 10 Bars and taverns established after the effective date of this Code shall not be located within 500 feet of another use classified as a bar or tavern.
- 11 Bars and taverns established after the effective date of this Code shall not be located within 500 feet of another use classified as a bar or tavern.
- 12 On lots having a minimum of 10,000 sq ft, provided there is established in connection therewith a play lot having a minimum area of 400 sq ft plus an additional 40 sq ft for each child in excess of 10, which play lot is separated from adjoining properties by a sight-obscuring security fence.
- 13 Includes passenger vehicle, light and medium truck, motorcycle, boat and recreational vehicle sales and repair in an enclosed building, quick lubrication services, transmission or muffler services, auto body services, detailing and upholstery shops. Does not include junking, wrecking, storage, towing, or salvaging operations.
- 14 Does not include junking, wrecking, storage, towing, or salvaging operations.
- 15 No balconies may extend into the public right-of-way.
- 16 See also Sections 18.04.020 Vision Clearance and 18.08.050 Fences and Walls.

17 Location shall not be within 1000 feet of the real property comprising another medicinal marijuana dispensary, school, pre-school, religious institution, residential-care facility or licensed daycare; or within 1000 feet of the real property regularly used by a school, pre-school, or licensed daycare for officially sponsored events such as sports fields and tennis courts; 500 feet from any property zoned PSP or 200 feet from any property zoned Residential (R-1, R-2, R-3 & R-5) except when an arterial street lies between a dispensary and Residential or PSP zoned property. In addition, any and all Medical Marijuana Dispensaries must be registered with the Oregon Health Authority under ORD 475.314 and comply with all OHA rules.

All new developments shall:

1. Always avoid utility easements when building is near property lines;
2. Porches, balconies, and patios must be less than 50 percent enclosed on side elevations;
3. On street side fences, retaining/garden walls the six-foot height may be expanded to eight feet with approval through a building permit. (Ord. 2011-04; Ord. 2010-15 §1; Ord. 2010-04 §1)