

**CITY OF MT. ANGEL
Public Works Design Standards**

Utility Companies & Agencies

Appendix C

UTILITY COMPANIES AND AGENCIES

The following is a summary list of utility companies with utilities within the City, as well as public agencies with jurisdiction within the City. This summary is not necessarily complete or up to date, and is included solely for benefit of the developer, and is not intended to indicate all utilities or agencies which must be contacted or from which approvals must be obtained.

Category	Utility/Agency	Phone #
City Hall	Mt. Angel City Hall	(503) 845-9291
City Utilities	Mt. Angel Public Works	(503) 845-6260
City Engineer	Westech Engineering	(503) 585-2474
Fire Chief	Mt. Angel Fire Department	(503) 845-2438
Gas	NW Natural Gas	(503) 585-6611 x8166
Power	PGE	(503) 463-6184
Telephone	Mt. Angel Telephone	(503) 845-2291
TV	Wave Broadband	(888) 222-5314
State Highway	ODOT District 3	(503) 986-2900
County Roads	Marion County Public Works	(503) 588-5036
Sanitary Sewer	Dept. of Environmental Quality (DEQ) Western Region	(503) 378-8240
Water System	Oregon Health Division (OHD) Drinking Water Section	(971) 673-0405

**CITY OF MT. ANGEL
Public Works Design Standards**

Standard Easement Forms, Etc.

Appendix D

Note: Forms in this appendix are sample model documents only, included for convenience of reference by developers.

The documents are subject to modification by the City to address project specific conditions (as required by the Public Works Director, the City Engineer or the City Attorney).

For easements from a developer to the City, the easement legal description and exhibit map for the proposed easement are submitted to the City for review and approval. Once approved, the City attaches the legal and map to the appropriate easement form, and it is returned to the developer for execution and recording at the County. A photocopy of recorded easements documents must be returned to the City.

After recording, return to:

City of Mt. Angel
PO Box 960
Mt. Angel, OR 97362

PERMANENT ACCESS EASEMENT & UTILITY EASEMENT

The undersigned, _____, Grantor(s) do hereby grant to City of Mt. Angel, Marion County, Oregon, a municipal corporation, referred to herein as City, a permanent exclusive utility easement & a permanent non-exclusive maintenance access easement for the construction, reconstruction, operation and maintenance of City utilities, including water, sanitary sewer, storm drainage and other City utilities (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises:

Sample wording

All that portion of the tract of land described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described parcels:

• Lot __, Block __, _____ subdivision plat

-or- • Tract described in Volume __, page __, Marion County Deed Records.

-or-

A portion of Parcel __/Lot __ of Partition Plat 200 - ____/____ (subdivision), Deed Records of Marion County, incorporated herein by reference, said easement shown as "Easement __" on said _____ plat.

-or-

Easement __ as shown on plat for _____, Marion County deed records, incorporated herein by reference.

These easements are for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The utility easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing public or private utilities. The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said utilities, out of and away from the easement.

The Grantor agrees not to plant, build, construct, or create, nor permit others to plant, build, construct, or create any flora, buildings or other structures, including fences or parallel utilities, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities, including excavation to for repairs or replacement if necessary. It is understood that City may remove any physical obstructions including buildings, fences, trees, or shrubbery, and abate any use of the easement if City finds that the physical obstruction or use will interfere with the City utility or City's ability to access, maintain or repair the City utility, and such obstruction or abatement may be removed without

recompense to the Grantor(s). Access gates acceptable to the City shall be installed in fences which the City allows to be constructed across the easement. The City acknowledges that Grantor may use the easement area for permitted parking and/or access.

Upon the final acceptance of the installed water, sewer or storm drain system by the City (after any required warranty periods), the City shall be responsible for all further restorations of the premises if at any time the City causes the utilities to be repaired or maintained. The City, upon each and every occasion that the same be repaired, maintained or removed shall restore the premise of the Grantor, by removing all debris and leaving the ground surface in a neat and presentable condition. Grass and topsoil shall be restored as near as feasible to as good a condition as the same were prior to any repair or maintenance by the City.

- () Consideration for this grant consists wholly of value other than money.
- () Consideration for this grant consists of _____ dollars and other valuable consideration to Grantor paid by _____.

Legal Effect. This easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance.

//

//

//

//

//

//

The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this ____ day of _____, 20__.

(Printed Name of Grantors)

(Signature of Grantors)

STATE OF OREGON)
) ss.
County of _____)

On this ____ day of _____, 20__, personally appeared before me, the above named persons, _____, _____, _____, known to me to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

(Notary Signature)
Notary Public for Oregon
My Commission Expires: _____

APPROVED:

Mt. Angel City Administrator

Date

This instrument was acknowledged before me on the ____ day _____, 2__, by

(Notary Signature)
Notary Public for Oregon
My Commission Expires: _____

City Engineer (Initial) _____ (if modified)

After recording, return to:
City of Mt. Angel
PO Box 960
Mt. Angel, OR 97362

PERMANENT ACCESS EASEMENT AND FIRE LANE EASEMENT

The undersigned, _____, Grantor(s) do hereby grant to City of Mt. Angel, Marion County, Oregon, a municipal corporation, referred to herein as City, a permanent access easement and fire lane easement for the construction, reconstruction, operation and maintenance of an fire lane (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises:

Sample wording

All that portion of the tract of land described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described parcels:

- Lot __, Block __, _____ subdivision plat

-or- • Tract described in Volume __, page __, Marion County Deed Records.

-or-

A portion of Parcel __/Lot __ of Partition Plat 2004-____/____ (subdivision), Deed Records of Marion County, incorporated herein by reference, said easement shown as "Easement __" on said _____ plat.

-or-

Easement __ as shown on plat for _____, Marion County deed records, incorporated herein by reference.

These easements are for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The permanent access easement and fire lane easement shall include the right of City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of installing, repairing, maintaining an emergency access and fire lane. The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all obstructions, trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said emergency access and fire lane, out of and away from the easement.

Notwithstanding these rights, the City shall be under no obligation to perform maintenance or repairs on said easement.

The access easement and fire lane easement shall be designated and signed for no parking, and the fire lane shall include the right, privilege, and authority of City and/or the Fire Department to remove or cause to have removed any and all obstructions, including vehicles, from the above described premises which may interfere

with the full use of the fire lane. Except for the uses specifically stated herein, this easement does not grant any rights to the public for access across the referenced property.

No trees, permanent structures or improvements, including parallel fences shall be placed or constructed on the easement by the Grantor or the Grantor's heirs, assigns or successors in interest. Access gates acceptable to the City shall be installed in fences which the City allows to be constructed across the easement.

- () Consideration for this grant consists wholly of value other than money.
- () Consideration for this grant consists of _____ dollars and other valuable consideration to Grantor paid by _____.

Legal Effect. This easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance.

//

//

//

//

//

//

//

//

The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this ____ day of _____, 20__.

(Printed Name of Grantors)

(Signature of Grantors)

STATE OF OREGON)
) ss.
County of _____)

On this ____ day of _____, 20__, personally appeared before me, the above named persons, _____, _____, _____, known to me to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

(Notary Signature)
Notary Public for Oregon
My Commission Expires: _____

APPROVED:

Mt. Angel City Administrator

Date

This instrument was acknowledged before me on the ____ day _____, 2____, by

(Notary Signature)
Notary Public for Oregon
My Commission Expires: _____

City Engineer (Initial) _____ (if modified)

After recording, return to:
City of Mt. Angel
PO Box 960
Mt. Angel, OR 97362

PERMANENT SIDEWALK EASEMENT

The undersigned, _____, Grantor(s) do hereby grant to City of Mt. Angel, Marion County, Oregon, a municipal corporation, referred to herein as City, a permanent sidewalk easement for the construction, reconstruction, operation and maintenance of sidewalks and all necessary related facilities (and such other uses not deemed by the City to be incompatible therewith) above, upon or under the following described premises:

Sample wording

The southerly __ feet (adjacent to the __ Street right-of-way) of the following described parcels:

- Lot __, Block __, _____ subdivision plat
- or- • Tract described in Volume __, page __, Marion County Deed Records.

These easements are for the benefit of the general public and afford the public, by and through the City, all rights to utilize said easements in perpetuity. Grantor shall retain no special rights of use of the easement property beyond those held as member(s) of the general public.

The sidewalk easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing the sidewalk and associated improvements.

The City or its utility franchisees, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said sidewalk, out of and away from the easement. The Grantor agrees not to plant, build, construct, or create, nor permit others to plant, build, construct, or create any flora, buildings or other structures, including fences, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation or maintenance of the sidewalk and associated improvements.

Except as expressly set forth herein, the Grantor reserves the right to utilize the Easement Property for any purpose which does not interfere with the use of the easement by City for the purposes set forth herein.

Grantor agrees that he shall comply with all obligations in regard to construction, maintenance, repair and other responsibilities in regard to the sidewalk as if the sidewalk were constructed and existing in the public right-of-way adjacent to the property and in accordance with City ordinances.

- () Consideration for this grant consists wholly of value other than money.
- () Consideration for this grant consists of _____ dollars and other valuable consideration to Grantor paid by _____.

Legal Effect. This easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance.

//

//

//

//

//

//

//

//

//

//

The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this ____ day of _____, 20__.

(Printed Name of Grantors)

(Signature of Grantors)

STATE OF OREGON)
) ss.
County of _____)

On this ____ day of _____, 20__, personally appeared before me, the above named persons, _____, _____, _____, known to me to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

(Notary Signature)
Notary Public for Oregon
My Commission Expires: _____

APPROVED:

Mt. Angel City Administrator

Date

This instrument was acknowledged before me on the ____ day _____, 2__, by

(Notary Signature)
Notary Public for Oregon
My Commission Expires: _____

City Engineer (Initial) _____



After recording, return to:
City of Mt. Angel
PO Box 960
Mt. Angel, OR 97362

PERMANENT ACCESS EASEMENT & STORMWATER DETENTION BASIN EASEMENT & DETENTION BASIN MAINTENANCE AGREEMENT

WHEREAS, _____, hereinafter called "Developer", was granted approval to develop land in accordance with the City of Mt. Angel Development Code under Mt. Angel Planning File No. _____, hereinafter called "Planning Action," by the City of Mt. Angel, Marion County, Oregon, a municipal corporation, hereinafter called "City," for property located as follows, hereinafter called "Property,":

Street Address: _____

Tax Lot: _____

Legal Description: Tract described in Deed Reference Number _____, Marion County Deed Records.

WHEREAS, the owner of record of the Property is _____, hereinafter called "Owner", and said Owner shall be subject to the maintenance provisions of this agreement;

WHEREAS, the development & design standards require the Developer to construct and maintain a private storm drainage detention system, including storage basin, manholes & control structures, storm drain lines, control structures, etc. (and such other uses not deemed by the City to be incompatible therewith), hereinafter called "Detention System";

WHEREAS, the City development & design standards require that the Detention System be located on private property, and be within a public utility and access easement to the City;

WHEREAS, the City development & design standards require that the maintenance of the private Detention System shall be the responsibility of the property Owner, and shall be assured through a recorded maintenance agreement;

NOW, THEREFORE, Owner and the City agree as follows:

SECTION 1. Ownership of Detention System. The Detention System is a private facility owned and maintained by the property Owner noted above. Where there are multiple parties with ownership interest the property on which the Detention System is sited, the provisions of this agreement shall apply to all owner's jointly and severally.

SECTION 2. Description of Easement Area.

2.1 All that portion of the tract of land described under "Easement ____" in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located on the property noted above.

SECTION 3. Grant of Easement. The undersigned Owner does hereby grant to City of Mt. Angel a permanent and exclusive access & stormwater detention basin easement for the access to the Detention System and all necessary related facilities above, upon and under the premises described under Section 2. The easement

shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of inspecting said Detention System, or for performing any maintenance or repair work determined to be necessary by the City in order to protect public or private property, as outlined under Section 5 below. However, such right to inspect and perform maintenance or repairs does not obligate the City to perform such inspections, maintenance or repairs.

SECTION 4. Maintenance Responsibilities. The Owner shall be responsible for the maintenance, repair, replacement and upkeep of the Detention System, including the irrigation system serving the Detention System, at the Owner's sole expense. It shall be the Owner's responsibility to demonstrate to the City upon request that the system is operating properly. Maintenance responsibilities shall include, but are not limited to, the following:

- 4.1 Inspection. All Detention Basin components, irrigation system, vegetation, and control structures (outlet structures, control manholes, orifices, etc.) shall be inspected for proper operations and structural stability, at a minimum, quarterly for the first 2 years from the date of installation, 2 times per year thereafter, and within 48 hours after each major storm event.
- 4.2 Cleaning of Outlet Structures, Outlet Manhole and/or Control Structures. All sediment and/or debris shall be cleaned from the sump of any outlet structure, outlet manhole and/or control structures as required to maintain the design function and capacity of the system (water shall be pumped from said sumps as required to accomplish this cleaning). The initial cleaning & maintenance interval shall not exceed 6 months, unless the inspections above reveal a need for more frequent cleaning. After the end of the first year, if approved by Public Works based on the sumps in these structures having adequate capacity, the cleaning & maintenance interval can be increased as appropriate, but shall not be cleaned and maintained less frequently than once a year.
- 4.3 Maintenance & Repair. Owner shall be responsible for maintenance, repair or replacement of any component that has been broken, damaged, altered, removed or other is not functioning as designed, including but limited to inlet & outlet structures, manholes & control structures, storm drain lines, etc.
- 4.4 Irrigation, Mowing, Basin Planting & Maintenance Owner shall be responsible for: (a) installation and operation of a permanent underground automatic sprinkler system to maintain the grass and landscaping in a healthy state to maintain the stability of the detention basin slopes; (b) planting of grass to cover the entire interior slopes & base of the detention basin (use of bark dust or similar material on the top of slopes or on interior slopes of the basin is prohibited), (c) planting of grass or other approved landscaping on the exterior slopes of the detention basin. No trees or shrubs which will impair the structural integrity of the detention basin shall be planted or allowed to grow on the detention basin exterior; (d) any work required on the interior or exterior slopes to stabilize and/or replant (including appropriate erosion control measures) when soil is exposed or if erosion is observed; (e) periodic mowing of grass areas not less than once a month during the growing season, or more frequently if required to keep the maximum height less than 5-inches; (f) periodic inspection of the Detention System to ensure that outlet and control pipes are not clogged and remain clear; (g) removal of all debris from catchment and detention basin areas, including litter, leaves, branches and other objects which are unsightly or which may clog storm pipe lines; (h) removal of all non-grass vegetation from the top and interior slopes of the detention basin, and removal of nuisance and invasive vegetation (such as blackberries, ivy, etc) from the exterior slopes when discovered.
- 4.4 Spill Prevention. Measures shall be exercised when handling substances that contaminate stormwater. Releases of pollutants shall be corrected as soon as identified.
- 4.5 Pest Control. Insects & rodents shall not be harbored in the Detention System. Pest control measures shall be taken when insects/rodents are found to be present. If mosquito larvicide is used, it shall be applied in strict conformance with manufacturer's recommendation and any applicable State regulations. Rodent holes in the ground located in and around the detention basin shall be filled by the Owner.

SECTION 5. Failure to Maintain.

- 5.1 If at any time the City determines, in the sole exercise of its discretion, that the Detention System is not properly cleaned, maintained and/or otherwise kept in good repair, the City shall give reasonable notice to the Owner that the detention basin needs to be cleaned, maintained and/or otherwise repaired (in the case of an emergency, the City may enter upon the property without notice to perform emergency maintenance or repairs in cases where the City, at its sole discretion, determines that it is necessary to protect public or private property). The notice shall provide a reasonable description of the problem with the detention basin, and the notice shall provide a reasonable time to correct the problem. Should the responsible parties fail to correct the specified problem, the City may enter upon the property to so correct the specified problem. Notice shall be effective to the Owner by the City's deposit of the notice into the regular United States mail, postage pre-paid. However, this agreement does not expressly impose on the Town a duty to so inspect, clean, repair or maintain the detention basin. Any surface restoration required due to access, inspection, maintenance or repairs thus performed by the City shall remain the responsibility of the Owner, whether or not the City chooses to complete such restoration in conjunction with the City's access, inspection, maintenance or repairs.
- 5.2 The Owner agrees and covenants (for themselves and their respective successors and assigns) that they will reimburse the City for its costs and expenses incurred in the process of cleaning, maintaining, and/or repairing the detention basin within 30 days of written request by the City. Such written request for payment shall be effective to the Owner by the City's deposit of the notice into the regular United States mail, postage pre-paid. The terms actual costs and expenses shall be liberally construed in favor of the City and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless whether the City uses its own personnel, tools, equipment and supplies, etc. to correct the matter. If the City initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the City shall be entitled to its damages and costs, including reasonable attorney's fees, regardless whether the City contracts with outside legal counsel or utilizes in-house legal counsel for the same. In the event that the costs and expenses are not timely paid, such costs and expenses shall be charged against the Property consistent with State and local regulations, and shall constitute a lien upon the Property until paid.

SECTION 6. Indemnification. The Owner agrees to indemnify and defend the City, its officers agents and employees and hold them harmless for any and all liability, claims, damages or other costs or expenses related to failure of the private Detention System, including any damage or injury incurred during inspection or maintenance of the Detention System, or due to the Owner's failure to maintain the Detention System, or failure to follow proper safety procedures during such inspection or maintenance.

SECTION 7. Recording of this agreement by Developer. Developer shall cause this agreement to be recorded in the deed records of Marion County, and a photocopy of the recorded document returned to the City.

SECTION 8. Other Provisions.

- 8.1 Legal Effect, Successors and Assigns. This Agreement shall run with the land and be binding on all parties having or acquiring from the Owner, or the Owner's successors, any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of the City.
- 8.2 Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.
- 8.3 Nonexclusivity of Rights & Remedies. The rights and remedies authorized to the City under this agreement are cumulative and are in addition to such other remedies as may be provided by law, equity, statute, ordinance or other source.

After recording, return to:
City of Mt. Angel
PO Box 960
Mt. Angel, OR 97362

PERMANENT ACCESS EASEMENT & GREASE INTERCEPTOR VAULT MAINTENANCE AGREEMENT

WHEREAS, _____, hereinafter called "Developer", was granted approval to develop land in accordance with the City of Mt. Angel Development Code under Mt. Angel Planning File No. _____, hereinafter called "Planning Action," by the City of Mt. Angel, Marion County, Oregon, a municipal corporation, hereinafter called "City," for property located as follows, hereinafter called "Property,":

Street Address: _____

Tax Lot: _____

Legal Description: Tract described in Deed Reference Number _____, Marion County Deed Records.

WHEREAS, the owner of record of the Property is _____, hereinafter called "Owner", and said Owner shall be subject to the maintenance provisions of this agreement;

WHEREAS, the development & design standards require the Developer to construct and maintain a private exterior two-compartment grease interceptor vault, hereinafter called "Grease Interceptor";

WHEREAS, the City design standards require that the maintenance of the Grease Interceptor shall be the responsibility of the property Owner, and shall be assured through a recorded maintenance agreement;

WHEREAS, the City design standards require that the Grease Interceptor be located on private property, and as such needs to be provided with a general access easement to the City;

NOW, THEREFORE, Owner and the City agree as follows:

SECTION 1. Ownership of Grease Interceptor. The Grease Interceptor is a private facility owned and maintained by the property Owner noted above. Where there are multiple parties with ownership interest the property on which the Grease Interceptor is sited, the provisions of this agreement shall apply to all owner's jointly and severally.

SECTION 2. Grant of Access Easement. The undersigned Owner does hereby grant to City of Mt. Angel a permanent and non-exclusive right to access the Grease Interceptor location and all necessary related facilities above, upon and under the premises, along driveways, walkways or other areas that must be crossed between the public right-of-way and the Grease Interceptor location. The access rights shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress on the property at all times for the purpose of inspecting said Grease Interceptor, or for performing any maintenance or repair work determined to be necessary by the City in order to protect public or private property, as outlined under Section 4 below. However, such right to inspect and perform maintenance or repairs does not obligate the City to perform such inspections, maintenance or repairs.

SECTION 3. Cleaning & Maintenance Responsibilities. The Owner shall be responsible for the cleaning, maintenance, repair, replacement and upkeep of the Grease Interceptor, at the Owner's sole expense. It shall be the Owner's responsibility to demonstrate to the City upon request that the system is operating properly.

Maintenance responsibilities shall include, but are not limited to, the following:

- 3.1 Inspection. All Grease Interceptor components (vault segments, inlets, outlets, control orifices, etc.) shall be inspected for proper operations and structural stability, at a minimum, annually.
- 3.2 Cleaning of Grease Interceptor. All grease and/or debris shall be removed from both compartments of the Grease Interceptor vault, as well as cleaned from inlet or outlet piping as required, to maintain the design function and capacity of the system (water shall be pumped from vault as required to accomplish this cleaning). The initial cleaning & maintenance interval shall not exceed every 3 months while the building is in use (including at the end of each school year), unless the inspections above reveal a need for more frequent cleaning. After the end of the first year, if approved by Public Works based on the vault having adequate capacity, the cleaning & maintenance interval can be increased as appropriate, but shall not be cleaned and maintained less frequently than twice a year (including at the end of each school year). If subsequent inspections reveal capacity problems, the Owner shall revert to the more frequent cleaning intervals.
- 3.3 Maintenance & Repair. Owner shall be responsible for maintenance, repair or replacement of any component that has been broken, damaged, altered, removed or other is not functioning as designed, including but limited to the vault, divider walls, inlet & outlet structures, access lids, etc. All access lids and risers shall be extended to finish grade and maintained in a watertight condition, and exclude any infiltration of groundwater or inflow of surface water.
- 3.4 Spill Prevention. Measures shall be exercised when cleaning the Grease Interceptor to avoid spillage of pumped grease, solids or liquids. Any spillage shall be completely cleaned up prior to the cleaning or maintenance crew leaving the site.
- 3.5 Prohibited Substances. No chemical, enzyme or bacterial agent shall be added to the Grease Interceptor which will cause the release of grease into the sewer system. Unless otherwise specifically required in writing by the Plumbing Official, no garbage grinders, food pulpers or toilets shall discharge to the Grease Interceptor.
- 3.4 Records and Reporting. The Owner shall maintain a record (in the form of a log book) of steps taken to abide by the obligation under this section. The log book shall be available for inspection by the City upon request. The log book shall catalog the action taken (cleaning, inspection and/or maintenance), who took it, date and time it was done, how it was done, and any problems encountered or follow-up action recommended. Copies of all receipts for cleaning and pumping of the Grease Interceptor must be retained by the Owner with the log book. The Owner shall send a letter to the City prior to December 15 of each year that provides proof of cleaning, inspection and maintenance, including copies of pumping contracts and/or receipts of work conducted by a hired service.

SECTION 4. Failure to Maintain.

- 4.1 If at any time the City determines, in the sole exercise of its discretion, that the Grease Interceptor is not properly cleaned, maintained and/or otherwise kept in good repair, the City shall give reasonable notice to the Owner that the Grease Interceptor needs to be cleaned, maintained and/or otherwise repaired (in the case of an emergency, the City may enter upon the property without notice to perform emergency maintenance or repairs in cases where the City, at its sole discretion, determines that it is necessary to protect public or private property). The notice shall provide a reasonable description of the problem with the Grease Interceptor, and the notice shall provide a reasonable time to correct the problem. Should the responsible parties fail to correct the specified problem, the City may enter upon the property to so correct the specified problem. Notice shall be effective to the Owner by the City's deposit of the notice into the regular United States mail, postage pre-paid, or delivery to the Owner's local place of business. However, this agreement does not expressly impose on the City a duty to so inspect, clean, repair or maintain the Grease Interceptor. Any surface restoration required due to access, inspection,

maintenance or repairs thus performed by the City shall remain the responsibility of the Owner, whether or not the City chooses to complete such restoration in conjunction with the City's access, inspection, maintenance or repairs.

- 4.2 The Owner agrees and covenants (for themselves and their respective successors and assigns) that they will reimburse the City for its costs and expenses incurred in the process of cleaning, maintaining, and/or repairing the Grease Interceptor (including cleaning of downstream sewer system resulting from failure of the Grease Interceptor) within 30 days of written request by the City. Such written request for payment shall be effective to the Owner by the City's deposit of the notice into the regular United States mail, postage pre-paid, or delivery to the Owner's local place of business. The terms actual costs and expenses shall be liberally construed in favor of the City and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless whether the City uses its own personnel, tools, equipment and supplies, etc. to correct the matter. If the City initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the City shall be entitled to its damages and costs, including reasonable attorney's fees, regardless whether the City contracts with outside legal counsel or utilizes in-house legal counsel for the same. In the event that the costs and expenses are not timely paid, such costs and expenses shall be charged against the Property consistent with State and local regulations, and shall constitute a lien upon the Property until paid.

SECTION 5. Indemnification. The Owner agrees to indemnify and defend the City, its officers agents and employees and hold them harmless for any and all liability, claims, damages or other costs or expenses related to failure of the Grease Interceptor, including any damage or injury incurred during inspection or maintenance of the Grease Interceptor, or due to the Owner's failure to maintain the Grease Interceptor, or failure to follow proper safety procedures during such inspection or maintenance.

SECTION 6. Recording of this agreement by Developer. Developer shall cause this agreement to be recorded in the deed records of Marion County, and a photocopy of the recorded document returned to the City.

SECTION 7. Other Provisions.

- 7.1 Legal Effect, Successors and Assigns. This Agreement shall run with the land and be binding on all parties having or acquiring from the Owner, or the Owner's successors, any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of the City.
- 7.2 Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.
- 7.3 Nonexclusivity of Rights & Remedies. The rights and remedies authorized to the City under this agreement are cumulative and are in addition to such other remedies as may be provided by law, equity, statute, ordinance or other source.
- 7.4 Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 7.5 Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.
- 7.6 Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may, at their sole discretion, vacate this easement in accordance with state law and local ordinance.

The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this ____ day of _____, 20__.

(Printed Name of Grantors) (Signature of Grantors)

STATE OF OREGON)
) ss.
County of _____)

On this ____ day of _____, 20__, personally appeared before me, the above named persons, _____, _____, _____, known to me to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

(Notary Signature)
Notary Public for Oregon
My Commission Expires: _____

APPROVED:

Mt. Angel City Administrator Date

This instrument was acknowledged before me on the ____ day _____, 20__, by

(Notary Signature)
Notary Public for Oregon
My Commission Expires: _____

City Engineer (Initial) _____ (if modified)

Memo

Date:

To:

_____ address

cc:

Mt. Angel land use file (_____)
Mt. Angel Building Official
Mt. Angel Public Works

From: Mt. Angel City Engineer

Subject: Lot Grading & Drainage During and After Construction of Structures

This memo is to reiterate grading requirements relative to the layout and building of homes and structures on this property, and the need to take extra care in the grading during and after building to facilitate good drainage on the lots and the surrounding area.

As you are no doubt aware, good grading around a house and on a lot can make all of the difference in how homes are effected by the rain (and resultant drainage concerns) in Oregon. It is important to ensure that the houses and structures are not set too low on the lots. To avoid drainage problems, it is important that the homes are kept high enough so that you can grade around the structures and the lots in a manner that will direct the surface runoff away from the homes and off the lots into the streets and drainage systems without ponding. This is particularly critical where there is drainage coming onto any lot from adjacent property, either within or outside the development. In addition, it is critical that existing drainage patterns from adjacent properties must be maintained when grading on lots, around houses or other structures so as to not pond water or block drainage.

The City design standards for new developments include provisions intended to ensure that the streets are low enough so that the lots can drain to the streets, or that drainage stubs are provided at an elevation that will provide a good positive outlet. However, in spite of this, poor grading around homes during house construction and landscaping is a common cause of problems. Depending on building location, landscaping and lot grading, in some cases it may be necessary to construct perimeter drains to collect water and direct it to another point. It may also be necessary to install area drains to prevent water from collecting and being trapped in areas around homes, particularly in the rear of the homes or on the high side of the lots. It is a good idea to ensure that the landscape contractor considers these elements when the lots are finished following house construction.

In the event that you sell all or any portion of this property to another builder or developer, please make sure that they are aware of the need for proper grading and drainage on the lots. Please be aware that under City standards, the builder is responsible for ensuring that these drainage issues are addressed.

**CITY OF MT. ANGEL
Public Works Design Standards**

Sample Insurance Certificates

Appendix E



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
INSURED SAMPLE	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: Cert ID 207788** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
	GENERAL LIABILITY						<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Job Site Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y																			
	AUTOMOBILE LIABILITY						<table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	Y																			
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y					<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ Per Supplemental Conditions</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ Per Supplemental Conditions</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ Per Supplemental Conditions	AGGREGATE	\$ Per Supplemental Conditions		\$								
EACH OCCURRENCE	\$ Per Supplemental Conditions																				
AGGREGATE	\$ Per Supplemental Conditions																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td style="text-align: right;">\$</td></tr> <tr><td>OTHER</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 500,000</td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	\$	OTHER	\$	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000				
<input checked="" type="checkbox"/> WC STATUTORY LIMITS	\$																				
OTHER	\$																				
E.L. EACH ACCIDENT	\$ 500,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 500,000																				
E.L. DISEASE - POLICY LIMIT	\$ 500,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Mt. Angel and Westech Engineering, Inc. are Additional Insured for General Liability per form CG 2010 1185 and Auto Liability. 30-days cancellation notice shall be provided.

CERTIFICATE HOLDER City of Mt. Angel PO Box 960 Mt. Angel, OR 97362	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

CITY OF MT. ANGEL
Public Works Design Standards

Adopting Ordinance & Resolutions

Appendix F

RESOLUTION NO. 768

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MT. ANGEL, OREGON,
SETTING FEES FOR TYPE "A" (MINOR) AND TYPE "B" (MAJOR) PERMITS.**

WHEREAS, the City Council finds that fees charged for Type "A" (Minor) and Type "B" (Major) construction permits need to be updated in order to assist in defraying the costs incurred by the City in inspecting street and utility improvement projects; and

WHEREAS, the City Council has the authority to adopt fees for street and utility permits pursuant with Section 8-7 of the Mt. Angel Development Regulations (Ordinance 487);

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mt. Angel, Oregon that:

SECTION 1 TYPE "A" (MINOR) PERMIT.

(a) Any person or organization proposing to construct any sidewalk or utility improvement for which a construction permit is required by the City, to serve a single residence or business, and for which public street or mainline utility improvements are not required, shall apply for a Type "A" (Minor) Construction Permit from the City.

(b) Private utility work by franchise utilities which does not require pavement cuts longitudinally along a street shall require a Type "A" (Minor) Permit.

(c) The plan review fee for improvements under a Type "A" (Minor) Permit shall be \$25.00.

(d) The construction permit fee for a Type "A" (Minor) Permit shall be \$75.00, except that the construction permit fee for replacement of existing sidewalks shall be \$10.00.

SECTION 2. TYPE "B" (MAJOR) PERMIT.

(a) Any person or organization proposing to construct any street, sidewalk or utility improvement for which a construction permit is required by the City, to serve more than a single residence or business, or for which public street or mainline utility improvements are required, shall apply for a Type "B" (Major) Construction Permit from the City.

(b) Private utility work by franchise utilities which requires pavement cuts longitudinally along a street shall require a Type "B" (Major) Permit.

(c) The plan review fee and construction permit fees for improvements under a Type "B" (Major) Construction Permit shall be as follows:

(1) The applicant shall pay all costs incurred by the City for services related to the development project including but not limited to design review,

inspection and construction observations, testing, plat review and project administration.

(2) Concurrent with submission of construction drawings for review, the applicant shall deposit with the City monies equal to 1.5% of the engineer's estimate for all construction work related to the project, including trenching performed by the applicant for private utility improvements.

(3) Prior to final approval of the construction drawings and issuance of a Type "B" Construction Permit, the applicant shall deposit additional monies with the City as required to bring their account up to 5% of the final approved engineer's estimate.

(4) If the City's costs exceed the 5% amount deposited by the applicant, the City will bill the applicant on a monthly basis for the additional costs. The applicant shall pay all such bills within thirty (30) calendar days from the date of the billing by the City. The City will issue a "stop work order" on the project if the applicant fails to pay the billing within the specified time period.

(5) No residential building permits will be issued by the City until all work related to the project is completed and accepted by the City and all billings due to the City are paid in full by the applicant.

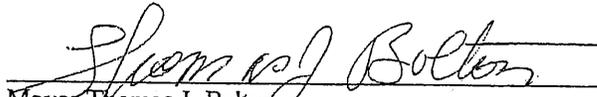
SECTION 3. EFFECTIVE DATE. The permit fees established by this resolution shall take effect upon passage of this resolution.

SECTION 4. CONFLICTING RESOLUTIONS. Resolution No. 578 is hereby repealed, and all other parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. SAVINGS CLAUSE. Should any section, clause, or provision of this ordinance be declared invalid by a court of competent jurisdiction, the decision shall not affect the validity of the resolution as a whole or of the remaining sections. Each section, clause, and phrase is declared severable.

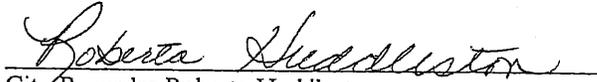
Passed by the City Council this 7th day of DECEMBER, 1998.

APPROVE BY THE MAYOR on this 8th day of DECEMBER, 1998.



Mayor Thomas J. Bolton

ATTESTED BY:



City Recorder Roberta Huddleston

Filed in the office of the City Recorder on this 18th day of DECEMBER, 1998.

**CITY OF MT. ANGEL
RESOLUTION NO. 1417**

A RESOLUTION ADOPTING PUBLIC WORKS DESIGN STANDARDS.

WHEREAS, Ordinance No. 738, amending Mt. Angel Municipal Code (MAMC) Section 93.040, authorizes the adoption of Public Works Design Standards by resolution; and

WHEREAS, the City hired Westech Engineering, Inc. to prepare updated Public Works Design Standards.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Mt. Angel as follows:

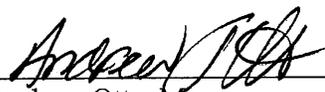
SECTION 1. The Public Works Design Standards, dated September 2013, attached hereto and incorporated herein as Exhibit A, are hereby adopted pursuant to the authority set forth in MAMC §93.040.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect on the effective date of Ordinance No. 738, amending MAMC Title IX, Chapter 93, regarding Public Works Design Standards.

Passed by the City Council this 6th day of January, 2014, by the following vote:

AYES: 5 NAYS: 0

APPROVED BY THE MAYOR this 6th day of January, 2014.



Andrew Otte, Mayor

ATTESTED BY:



Eileen Stein, City Administrator

WESTECH

JUN 09 1997

RECEIVED

May 23, 1997

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

Richard Van Orman
City Administrator
Box 960
Mt. Angel, OR 97362

Re: Mount Angel
File 58707
Marion County
Review of Sanitary Sewer Design Standards

Dear Richard Van Orman:

We have reviewed and approved your new sewer design standards, dated October 1996.

The scope of our review was limited to Division 4, Sanitary Sewers. These are excellent technical design standards, and we appreciate the city's initiative in developing them.

Respectfully,



David S. Mann, P.E.
Senior Environmental Engineer
Water Quality Division

cc:

John Yarnall PE Westech Engineering, Inc
3841 Fairview Industrial Drive SE #100, Salem 97302

Mark Hamlin, Salem
Barbara Burton, Eugene
Francis Dzata, Eugene
Jim Van Domelen PE, NWR
Garry Sage EIT, NWR
Tim McFetridge, Salem
WQ Engineering Group, Medford
DSM/HQ



811 SW Sixth Avenue
Portland, OR 97204-1390
(503) 229-5696
TDD (503) 229-6993
DEQ-1



**CITY OF MT. ANGEL
ORDINANCE NO. 738**

**AN ORDINANCE AMENDING MT. ANGEL MUNICIPAL CODE CHAPTER 93
REGARDING PUBLIC WORKS DESIGN STANDARDS.**

WHEREAS, Public Works Design Standards are subject to change as the City's needs change, as industry or regulatory standards change, to correct errors and inconsistencies discovered in the document, and to provide clarifications to recurring questions regarding City standards or procedures; and

WHEREAS, the Mt. Angel City Council wishes to simplify the adoption and amendment process for its Public Works Design Standards to allow greater flexibility when adopting needed updates; and

WHEREAS, the City has developed an updated set of Public Works Design Standards.

NOW THEREFORE, THE CITY OF MT. ANGEL ORDAINS AS FOLLOWS:

SECTION 1. Mt. Angel Municipal Code (MAMC) Section 93.040 is hereby amended as follows:

“93.040 Design Standards.

The Mt. Angel City Council shall adopt Public Works Design Standards and associated fees for construction permits and inspections by resolution.”

SECTION 2. MAMC Section 93.041 is hereby amended as follows:

“§93.041 Conformance Required.

Work done and materials used for public works construction in the City shall conform to City Public Works Design Standards.”

SECTION 3. Repeal. MAMC Section 93.042 is hereby repealed in its entirety.

SECTION 4. The provisions of this Ordinance supersede the provisions of all previously adopted ordinances, resolutions, and policies that conflict with this ordinance.

First reading: December 2, 2013

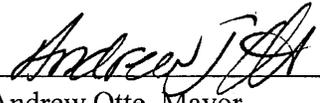
Second reading: January 6, 2014

Passed by the Council this 6th day of January, 2014, by the following vote:

AYES: 5

NAYS: 0

APPROVED BY THE MAYOR this 6th day of January, 2014.



Andrew Otte, Mayor

ATTESTED BY:



Eileen Stein, City Administrator