



Molalla City Council

Meeting located at:
Molalla Adult Community Center
315 Kennel Avenue
Molalla, OR 97038

July 25, 2012

Regular Meeting Agenda

Work session: 6:30 p.m. The Council will review and discuss agenda items for the business meeting.

Business meeting: The meeting will begin at 7 p.m. The Council has adopted Public Participation Rules. Copies of these rules and public comment cards are available at the entry desk. Public comment cards must be turned into to the City Recorder prior to the start of the Council meeting.

The City will endeavor to provide a qualified bilingual interpreter, at no cost, if requested at least 48 hours prior to the meeting. To obtain services call the City Recorder at (503) 829-6855.

999th Regular Meeting

1. CALL TO ORDER

- A. Flag Salute.
- B. Roll Call.
- C. Approval of Minutes: June 27, 2012 Council Meeting

2. COMMUNICATIONS

- A. Transportation Advisory Committee Minutes for June 26, 2012
- B. Molalla Arts Commission Minutes for June 11, 2012
- C. Molalla Arts Commission Minutes for July 9, 2012

3. AWARDS & RECOGNITIONS

4. PUBLIC HEARINGS

5. CONTINUING BUSINESS

- A. Discussion about City-owned Properties

6. NEW BUSINESS

- A. Eagle Scout Project at Ivor Davies Park
- B. Discussion of Draft Management Letter from City Auditors
- C. Discussion of Work Related to the Forristall Dedication Agreement
- D. Discussion of Requiring Background Checks for Mayor and Council Candidates

7. ORDINANCES

8. RESOLUTIONS

9. PROCLAMATIONS

10. REPORTS AND ANNOUNCEMENTS

- A. City Manager Report
- B. Upcoming Council Agenda Items
 - a. Credit Card Use Policy
 - b. Telecommunicaiton Franchise Ordinance
 - c. Stone Place Apartments West Annexation Ballot Measure
 - d. GIS Mapping Tech/Planner Position
 - e. City Grants Policy
 - f. Stone Place Reimbursement Agreement
 - g. Council Goals – Revisit
 - h. PGE Franchise Renewal
 - i. Accessibility of Vulnerable Populations to Safeway

11. EXECUTIVE SESSION

12. ADJOURNMENT

Minutes of the Molalla City Council Regular Meeting
Molalla Adult Center
315 Kennel Avenue, Molalla Oregon 97038
Wednesday, June 27, 2012 7:00PM

ATTENDANCE: Mayor Mike Clarke, Present; Councilor Stephen Clark, Present; Councilor George Pottle, Present; Councilor Jimmy Thompson, Present; Councilor Dennis Wolfe, Absent; Councilor Jim Needham, Absent; Council President Debbie Rogge, Present.

STAFF IN-ATTENDANCE: City Manager, Ellen Barnes; City Recorder, Sadie Cramer

MINUTES

Rogge made the motion to approve the minutes of May 9, 2012 and May 15, 2012 (1st Budget Meeting with no changes. Clark seconded. Motion carried 5-0.

COMMUNICATIONS

WRITTEN

Molalla Arts Commission minutes and Molalla Adult Center Minutes were submitted by the groups for Council review as information only.

VERBAL

The Molalla Buckeroo Junior Court presented themselves to the Council and invited the public to attend the Molalla Buckeroo and Grand Street Parade.

NEW BUSINESS

DISCUSSION: APPOINTING A YOUTH REPRESENTATIVE TO THE CITY COUNCIL

Brief discussion about approaching leadership classes and groups within the Molalla River School District and community non-profit organization such as Kiwanis and Rotary took place as they expressed their full support of finding a youth representative. Council decided to move this item to a later date when the entire Council could be present.

NEW LIQUOR LICENSE – BUCKEROO DELI

CM Barnes presented the Council with the application entered into the record as “Exhibit A”. It’s a new business that is opening up that will have a full bar facility. The application needs to be approved by the governing body authorizing the City Manager to sign off on the application to the Oregon Liquor Control Commission (OLCC).

Clark stated her is supportive of new business opening in town but is concerned that the other facility that are similar in the downtown area might show a decrease in patronage.

Minutes of the Molalla City Council Regular Meeting
Molalla Adult Center
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Wednesday, June 27, 2012 7:00PM

Thompson made the motion to authorize City Manager, Ellen Barnes to sign the new OLCC applications form submitted by Buckeroo Deli. Rogge seconded. Motion passed 5-0.

ORDINANCES

ORDINANCE 2012-10: AMENDING THE FEE IN LIEU OF PARKS CODE

Section 18.16.090(2) of the Molalla Municipal Code establishes a fee in lieu of parks that may be charged to a development when no park space is identified to be required per the Parks and Recreation Master Plan. The amount of that fee must be set by Council via resolution. The code, as currently written, has no restrictions on the use of fee in lieu of parks funds.

After CM Barnes briefed the Council; Rogge made the motion to read by title only for the first time Ordinance 2012-10. Pottle seconded. Motion passed 5-0.

Rogge made the motion to read by title only Ordinance 2012-10. Clark seconded. Motion passed 5-0.

Rogge made the motion to adopt Ordinance 2012-10. Pottle seconded. Motion passed 5-0.

RESOLUTIONS

All of the following resolutions had no Council and Staff discussion besides the background information provided in the agenda packet.

RESOLUTION 2012-36: AUTHORIZING INTERFUND OPERATIONS LOAN FROM THE WATER UTILITY FUND TO THE GENERAL FUND

Thompson made the motion to approve and authorize Resolution 2012-36. Rogge seconded. Motion passed 5-0.

RESOLUTION 2012-37: ADOPTING FEES FOR OWNER INITIATED VOTER APPROVED ANNEXATIONS FOR THE CITY OF MOLALLA

Pottle made the motion to adopt Resolution 2012-37. Rogge seconded. Motion passed 5-0.

RESOLUTION 2012-38: AUTHORIZING THE FINANCE DIRECTOR TO MOVE CITY BANKING SERVICES TO WELLS FARGO BANK

Thompson made the motion to authorize the Finance Director, Heather Penni to move the city banking services to Wells Fargo. Clark seconded. Motion carried 5-0.

Minutes of the Molalla City Council Regular Meeting
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Wednesday, June 27, 2012 7:00PM

CITY MANAGER REPORT

City Manager Ellen Barnes gave a brief report of how busy each city department has been and the various items she and staff have been working on. The report covered all departments and major functions of the City of Molalla and reported staff has been busy due to the upcoming 4th of July festivities along with the following pending items that will be presented to Council at a later date:

1. Stone Place Reimbursement Agreement
2. Annexation of Properties Into City Limits
3. Council Goals – Revisit
4. PGE Franchise Renewal
5. Accessibility of Vulnerable Populations to Safeway
6. Telecommunication Franchise Ordinance
7. GIS/Planner Position/Planning Services Contract

Both Staff and Council encouraged the public to attend the 4th of July events and to be safe. No further discussion or announcements were made.

ADJOURNMENT

Rogge move to adjourn the regular session. Clark seconded. Motion carried 5-0. Meeting adjourned at 7:26PM.

City Recorder, Sadie Cramer

Mayor, Mike Clarke

TAC Committee for the City of Molalla

June, 26th 2012

Meeting brought to order at 6:20 p.m., Molalla City Hall

Approval of Minutes

- Accepted with no revisions. Fred motioned, and a second followed

Old Business

- None

New Business

- Discuss increased foot traffic since Harvest Market shut down
- Approve last meeting's minutes,
- What objectives does the group hope to achieve in the next 12 months
- Highway 211, Grant
- West 3, 4th, Section Street
- Heintz ROW
- Can URA monies be allowed to spend on streets/street repair
- Establish next meeting (calendar)

Discussion amongst the group regarding increased pedestrian traffic in town over to Safeway related to Harvest Market shutdown. Discussion followed regarding Al Boremo's Plan to build a foot bridge for folks to walk through his property over to Safeway from Toliver Road. Objectives for the group and what they would like to accomplish was discussed. Heintz ROW surfaces for discussion related to improving this ROW. PW Director explained that it ties in with improvements when the commercial property to the south develops. The group discussed the amount of foot traffic along this ROW, etc. Mr. Countryman asked about URA monies and can the city spend these monies on our city streets. PW Director said he'll look into the matter and get back to the group with an answer. Businesses in town that are struggling came up in conversation. Wal-Mart and True Value, and satellite stores like were talked about.

Highway 211 came up and ditch fill-in project that the city applied for recently through TE ODOT GRANT. The amount and type of vehicular collisions on highway 211 were discussed. Molalla Forest Road was discussed as opening for by-pass to encourage commercial development along 211.

Next Meeting

July 26, 2012 at 6:00 PM, City Hall

Meeting adjourned 7:15 p.m.



MAC Regular Meeting Minutes

Molalla Arts Commission

Regular Meeting Minutes for June 11 @ City Hall

Commissioners

NAME	TITLE	ATTENDANCE
Mary Lynn Jacob	Chair, Commissioner	<input checked="" type="checkbox"/>
Alicia Cook	Vice Chair, Commissioner	<input checked="" type="checkbox"/>
Dave Jackson	Secretary, Commissioner	<input checked="" type="checkbox"/>
Karla Koch-Johnston	Treasurer, Commissioner	<input type="checkbox"/> excused
Jon Deshler	Commissioner	<input type="checkbox"/> excused
Jude Strader	Commissioner	<input checked="" type="checkbox"/>
Dennis Stafford	Commissioner	<input type="checkbox"/> MIA

Liaisons

NAME	TITLE	ATTENDANCE
Sadie Cramer	City of Molalla	<input checked="" type="checkbox"/>
Debbie Rogge	Molalla City Council	<input checked="" type="checkbox"/>

Guests

NAME	TITLE

1. Call to Order – Chair Mary Lynn Jacob – 5:40

2. Roll Call – Secretary Dave Jackson 5:41

Commissioner Stafford was missing in action. An email discovered later indicated he was at the Library for the meeting. Must not have got the memo of the change in venue.

3. Approval of Minutes - Chair Mary Lynn Jacob – 5:42

May 14 Regular Meeting –All approved



MAC Regular Meeting Minutes

May 28 Informal Meeting – All approved with minor edits (Commissioner Strader was excused from attending)

4. Financial Report –

5:45

Report was handed out at the meeting. No transactions over this last reporting period. \$2,250 in the coffers.

5. Continuing Business –

5:50

a. Logging Mural Project

Commissioner Strader reports: \$3500 received this reporting period. Just \$1000 to go to meet budget goals. Targeting a Donors Only installation event for June (3rd week). The Open to the Public part will be in August, before or after the Centennial Kickoff event.

Some MAC provided funds for the Donors event was requested by Commissioner Strader. A motion to approve \$200 was made by Secretary Dave Jackson and seconded by Vice Chair Cook. All present approved.

b. Lake Oswego Arts

The good news... Rural Dell school sent 55 kids over for the event sponsored by the Lake Oswego Arts.

The bad news... the kids were disappointed as expectations of a hands on project was not met. An inquiry was made to the LOA chair by Chair Mary Lynn Jacob, but no knowledge of this was recognized. The problem is thought to be the change in leadership in their organization and a poor hand-off in communication of the event details.

c. Spring Fling - May

The good news... Molalla kids contributed some 30 pieces of art, and Colton some 15 pieces, many very nicely done.

The bad news... only 3 people attended in the morning, and 6 in the afternoon. Thanks of appreciation go out to Vice Chair Cook and Chair Mary Lynn Jacob for their efforts to man the station during this time.

A discussion of the event concluded that the venue and timing was not good. Following 2 other successful events, it was thought to go back to what works for the next time we organize this event.



MAC Regular Meeting Minutes

d. Web/Communications

Secretary Dave Jackson reports: Full contact information logged into the Molalla Webmail system has now been transferred out of that system.

Commissioner Strader asks that the contact list have flags for non-email communication contacts (such as USPO and phone). Secretary Dave Jackson reports this has been done and is ready for use. So, the next event that needs advertising, a list of special contacts will be generated for the event lead to follow up with.

e. Centennial Art Show

Secretary Dave Jackson reports: One artist has actually responded with a mosaic art contribution. Hopefully, others will materialize.

Final planning probably will not happen until we know we have critical mass for a show. Stay tuned.

Judging to be made by 2 members each from : MAC, Chamber of Commerce, and Centennial Committee 2013.

f. Made in Molalla Store

TEAM Molalla has secured the corner store for a 1 or 2 month run. A meeting is to be held Tuesday 6/12 with interested parties.

6. New Business –

6:50

Secretary Dave Jackson reports that Molalla Vision has made an opportunity available for us to have artwork installed in a side fence at the site. There are 4 panels available in a fence that separates properties. Only the space is being made available, no payment will be made. Secretary Dave Jackson will draft a proposal and see what interests there may be in the community and schools to do something with this.

7. Sharing –

6:55

City of Molalla Liaison Sadie Cramer announced that logo'd MAC T-shirts are being made for us! All present, cheered.

Musings from our last informal meeting were brought to the group's attention by Secretary Dave Jackson in that planning and executing an event a month seems to be not working well in terms of our ability to plan, organize, get participation, and execute. After some discussion it was suggested that we pull back to just 1 event a quarter and focus on quality.



MAC Regular Meeting Minutes

A motion to make this our present direction was made by Secretary Dave Jackson and seconded by Vice Chair Cook. All present approved.

8. Adjournment –

7:00

Next Meeting: No informal meeting in June as many people will be out of town.

Formal Meeting: 8/9/12 5:30 City Hall

9. Calendar

June

2 nd Friday Brew Fest	8	All
MAC formal meeting	11	All
MAC informal meeting	Cancelled	All

July

2 nd Friday	10	All
Buckaroo Rodeo week	4	All
MAC formal meeting	9	All
MAC informal meeting	23	All

August

2 nd Friday	13	All
Event: Centennial Kickoff	17	Secretary Dave Jackson
MAC formal meeting	13	All
MAC informal meeting	27	All

September

2 nd Friday	14	All
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MAC Regular Meeting Minutes

Event: TBD	-	-
MAC formal meeting	10	All
MAC informal meeting	24	All

October

2 nd Friday	12	All
Event: TBD		
MAC formal meeting	8	All
MAC informal meeting	22	All

November

Event: TBD		
MAC formal meeting	10	All
MAC informal meeting	24	All

December

Event: TBD		
MAC formal meeting	9	All
MAC informal meeting	23	All



MAC Regular Meeting Minutes

Molalla Arts Commission

Regular Meeting Minutes for July 9th @ City Hall

Commissioners

NAME	TITLE	ATTENDANCE
Mary Lynn Jacob	Chair, Commissioner	<input checked="" type="checkbox"/>
Alicia Cook	Vice Chair, Commissioner	<input checked="" type="checkbox"/>
Dave Jackson	Secretary, Commissioner	<input checked="" type="checkbox"/>
Karla Koch-Johnston	Treasurer, Commissioner	<input type="checkbox"/> excused
Jon Deshler	Commissioner	<input checked="" type="checkbox"/>
Jude Strader	Commissioner	<input type="checkbox"/> excused
Dennis Stafford	Commissioner	<input checked="" type="checkbox"/>

Liaisons

NAME	TITLE	ATTENDANCE
Sadie Cramer	City of Molalla	<input checked="" type="checkbox"/>
Debbie Rogge	Molalla City Council	<input checked="" type="checkbox"/>

Guests

NAME	TITLE
John Flavin	Teacher, writer
Olesya Salathe	Dentist

1. Call to Order – Chair Mary Lynn Jacob – 5:35

2. Roll Call – Secretary Dave Jackson 5:35

Commissioner Strader was to attend, but got held up at work and phoned in that she would not be able to make it.

3. Approval of Minutes - Chair Mary Lynn Jacob – 5:40

June 11 Regular Meeting –ds/ac > All approved



MAC Regular Meeting Minutes

May 28 Informal Meeting – All approved with minor edits (Commissioner Strader was excused from attending)

4. Financial Report – 5:45

Report was handed out at the meeting. Reported that the Timber mural brought in \$4200 last month. \$100 was spent on the donor installation party, with some items left over for the next usage.

5. Continuing Business – 5:50

a. Logging Mural Project

The installation has occurred and it looks fantastic. Finances are in order. The roof is to be put on soon. A full open public event will be coordinated with the pavilion.

b. Lake Oswego Arts

Discussions with the director there about the disappointing first trip out (no hands on activities) will be corrected by the next round when it resumes next Fall.

c. Centennial Art Show

Secretary Dave Jackson reports: One artist has responded with a mosaic art contribution. Fortunately, it's really nice and we all like it. Discussions are afoot as what to do with it: auction or just install into City Hall. Stay tuned. Some discussion that we might open up the art show to everyone for whatever they would like to bring.

d. Made in Molalla Store

TEAM Molalla was not able to pull together enough participants to make a go of it. Stay tuned for future attempts.

e. Molalla Vision Fence

Secretary Dave Jackson has not put a proposal together yet. The problem is the selling point that there is no money in it for the artist. There might be opportunities for rotating are from the schools, but we will have to wait until the Fall to find out as school is out for summer.

6. New Business – 6:50

Artist social at the gardens at the end of town is to be planned and organized by Chair Mary Lynn Jacob. Looking at September 9th for this event.

Secretary Dave Jackson to distribute the phone list to MAC for personal phone call efforts to get involvement.

Wild River BBQ August 4,5. Artist pay 25% of sales. Secretary Dave Jackson to send information to the artist list.



MAC Regular Meeting Minutes

Chair Mary Lynn Jacob to plan the Dosan Dinner in Lake Oswego. Targeting July 30th 6pm at the Millennium Park.

7. Sharing –

6:55

John Flavin and Olesya Salathe shared their thoughts for wanting to be involved with MAC. MAC welcomed them and is encouraged by their passion for the arts and willingness to get involved.

8. Adjournment –

7:00

Next Informal Meeting: July 23rd

Formal Meeting: 8/9/12 5:30 City Hall

9. Calendar

July

2 nd Friday	10	All
Buckaroo Rodeo week	4	All
MAC formal meeting	9	All
MAC informal meeting	23	All
Lake Oswego Dinner	30	All

August

Wild river BBA	4,5	Public
2 nd Friday	13	All
Event: Centennial Kickoff	18	Secretary Dave Jackson
MAC formal meeting	13	All
MAC informal meeting	27	All



MAC Regular Meeting Minutes

September

Artist Social	9 th	All
2 nd Friday	14	All
Event: TBD	-	-
MAC formal meeting	10	All
MAC informal meeting	24	All

October

2 nd Friday	12	All
Event: TBD		
MAC formal meeting	8	All
MAC informal meeting	22	All

November

Event: TBD		
MAC formal meeting	10	All
MAC informal meeting	24	All

December

Event: TBD		
MAC formal meeting	9	All
MAC informal meeting	23	All

City Of Molalla

City Council Meeting

Agenda Category: Continuing Business

Subject: Discussion About City-owned Properties

Staff Recommendation: Discussion and direction to staff

Date of Meeting to be Presented: July 25, 2012

Fiscal Impact: None.

Background:

During the April 4, 2012 City Council workshop, Council requested listing of all City-owned properties. The Public Works Director generated a detailed list identifying all city-owned properties with estimated valuations. That list was presented to the City Council at the July 11, 2012 Council meeting. During that meeting, Council requested the Public Works Director create a map showing all city-owned properties and lead them in a discussion about the properties.

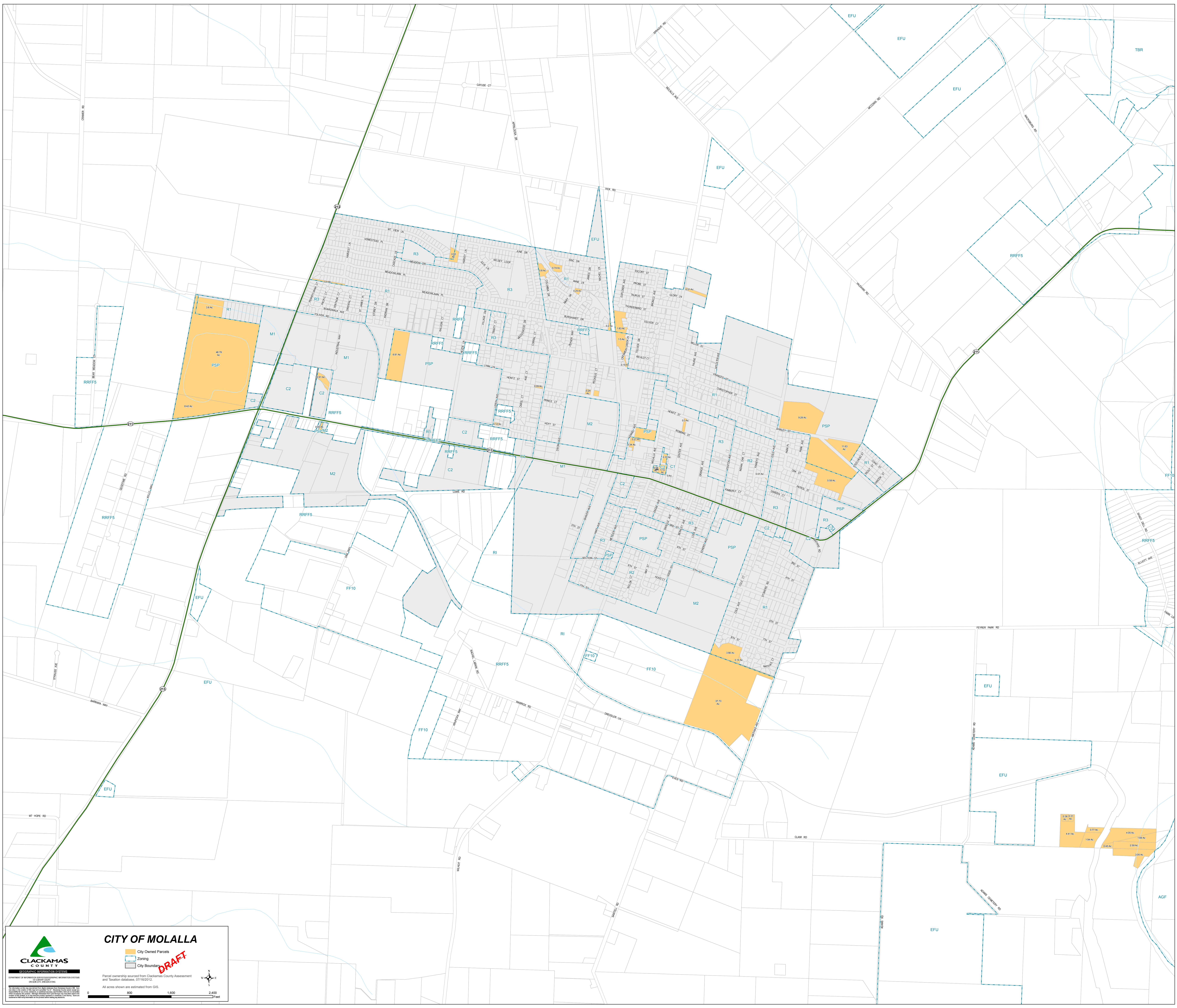
SUBMITTED BY: Ellen Barnes, City Manager

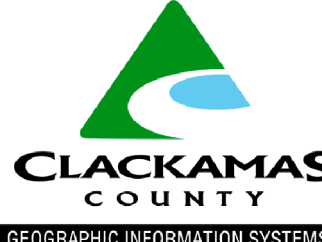
ADMIN USE ONLY

Agenda Item

5.A

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.





CITY OF MOLALLA

DRAFT

Parcel ownership sourced from Clackamas County Assessment and Taxation database, 07/16/2012.
All acres shown are estimated from GIS.

0 800 1,600 2,400 Feet

Marc Howatt

To: Ellen Barnes
Subject: Property Inventory/City Assets

Hi,

Here's the list of city owned properties.

A quick blurb on front page tells a little of their stories.

When /if we have a work session on this, I thought a nice feature to add would be to have our zoning map in the room and point to discuss , etc. So I left the zoning off of this compiling, but can address it at the time of the meeting.

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E05CC 08800 **.40 Acres**

Storm Water Open Swale-

Swale's Function:

Accommodates drainage and runoff from Big Meadow Subdivision.

No Utilities are Located here.

Estimated Market Land Value - **\$5387.00**



Address

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E09CB 00203 Acres- .30

Function: -Center Street ROW
All Utilities

Estimated Market Land Value - \$25,556.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038

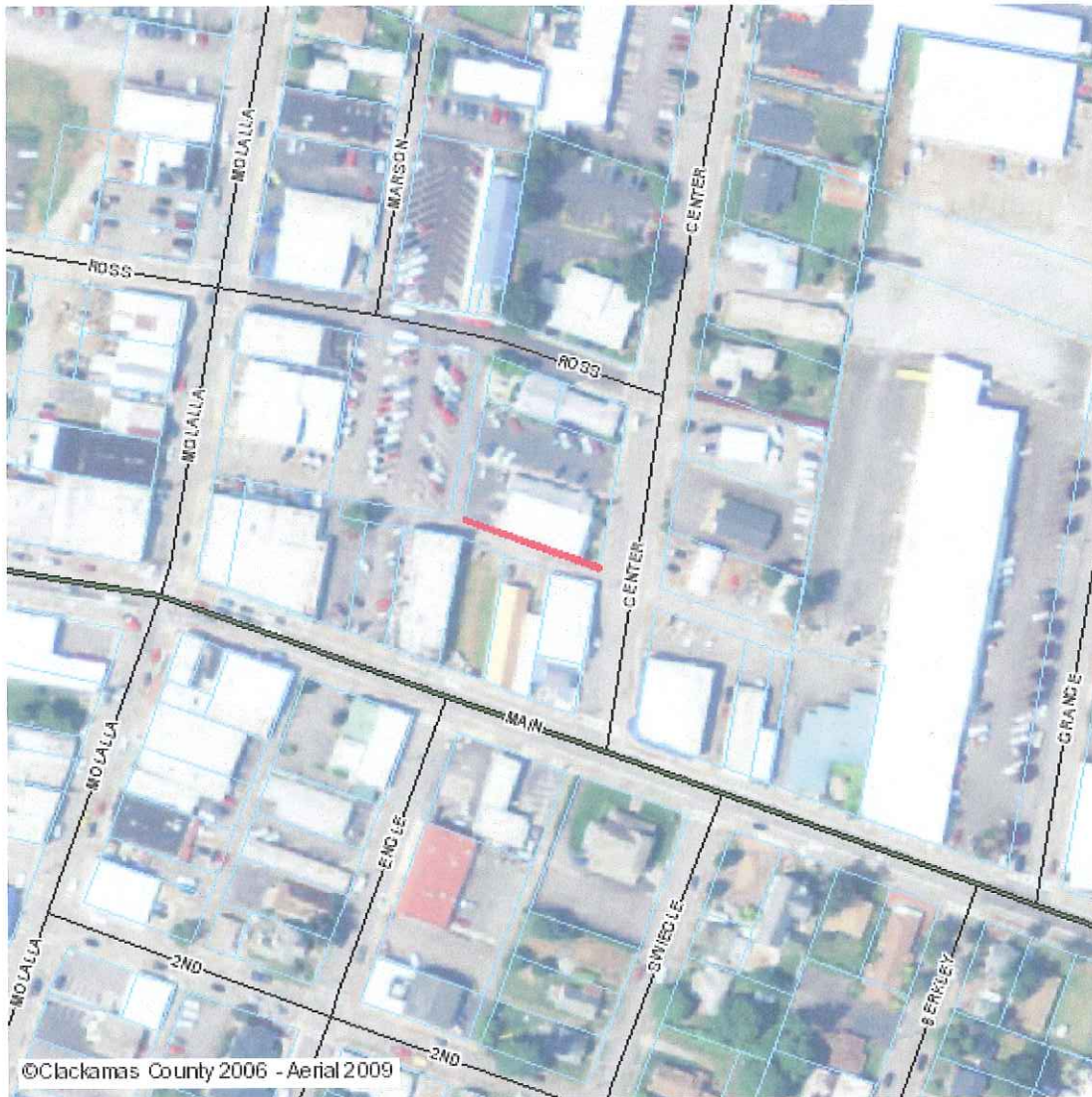


52E09CB 02600 Acres- 0.00

Function: -Alley Way

No Utilities

Estimated Market Land Value - \$1863.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E09CB 04600 Acres- .33

Function: -Parking Lot

Storm Utility

Estimated Market Land Value - \$94,311.00



Address

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E09CB 05300 Acres- .36

Function: - City Hall/Alley

All Utilities

Estimated Market Land Value - \$76,680.00

**Address**

117 N MOLALLA AVE
MOLALLA, OR. 97038

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City



City of Molalla

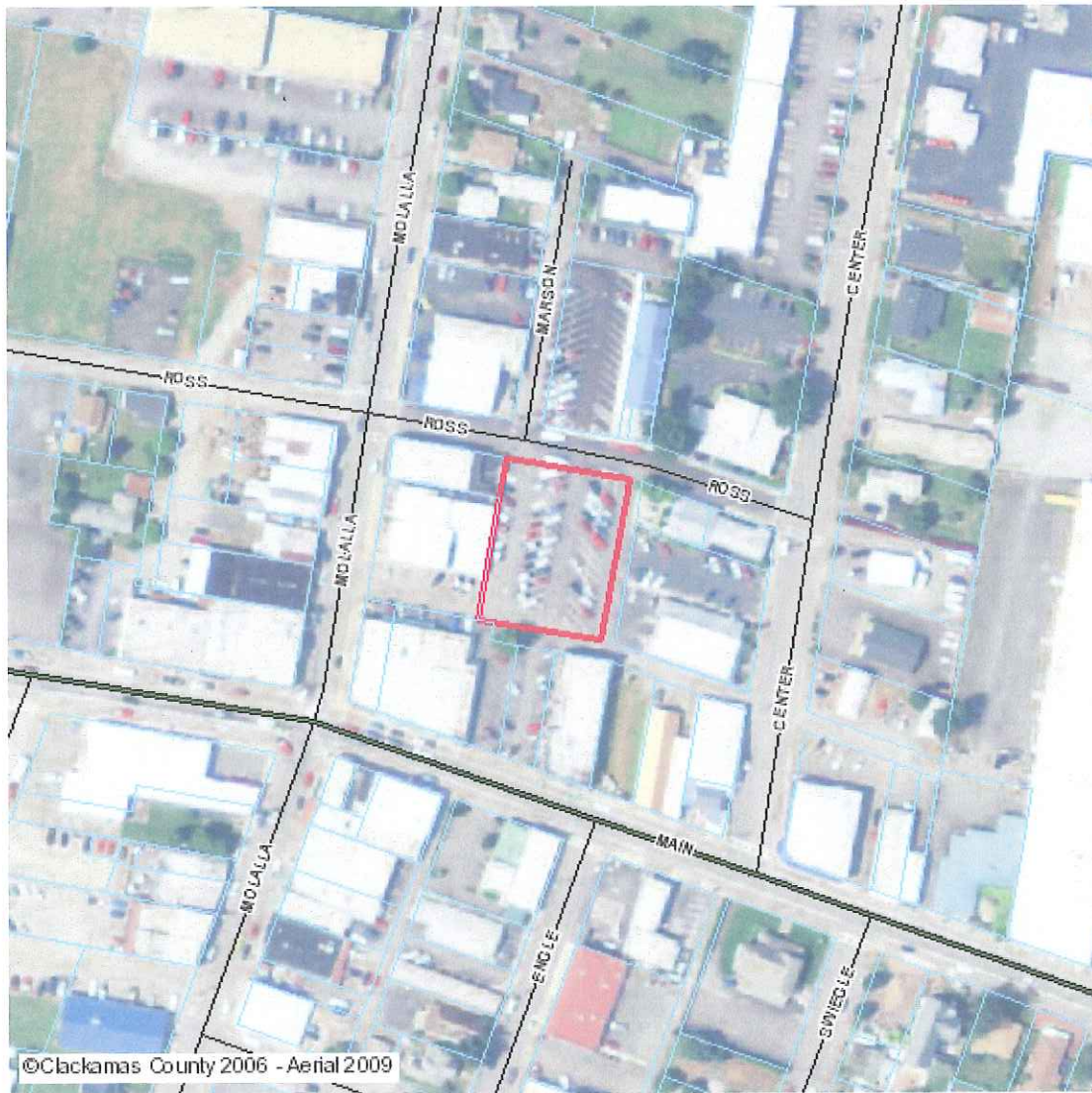
117 N. Molalla Ave., Molalla, OR 97038



52E09CB 05600 Acres- .36

Function: - Parking Lot east of City Hall
Sewer Utility

Estimated Market Land Value - \$111,645.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E09CB 07701 Acres- .34

Function: - Skate Board Park

No Utilities

Estimated Market Land Value - \$39,002.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E09CB 07702 Acres- .27

Function: - South Half of Parking Lot at Adult Center

No Utilities

Estimated Market Land Value - \$30,227.00



Address

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E09CA 00132 Acres- .01

Function: - Possible ROW Dedication (used to be corner of private lot)

No Utilities

Estimated Market Land Value - \$188.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E09CA 00131 Acres- .01

Function: - Possible ROW Dedication (used to be corner of private lot)

No Utilities

Estimated Market Land Value - \$188.00



Address

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E09BC 01221 Acres- 1.5

Function: - Creamery Creek Retention Basin/Wetlands
No Utilities

Estimated Market Land Value - \$14,886.00



Address
NO SITUS
ADDRESS, OR.

Jurisdiction Information
City Molalla
Urban Growth Boundary RURAL

Building Characteristics
Sq Ft
Bedrooms
Baths
Built 0
Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E09BC 01218 Acres- .19

Function: - Part of Creamery Creek Drainage Conveyance System

No Utilities

Estimated Market Land Value - \$17,830.00

**Address**

605 CREAMERY CREEK LN
MOLALLA, OR. 97038

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E09BB 08445 Acres- .20

Function: - Storm Water Retention Ponds/Green Space

No Utilities

Estimated Market Land Value - \$152,396.00



Address

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E09 00403 Acres- 9.55

Function: - Clark Park

All Utilities

Estimated Market Land Value - \$439940.00



Clackamas Map(CMap)
from Clackamas County Information Services

121 Library Court
Oregon City, OR 97045
[e-mail](#)

Address
NO SITUS
ADDRESS, OR.

Jurisdiction Information
City Molalla
Urban Growth Boundary RURAL

Building Characteristics
Sq Ft
Bedrooms
Baths
Built 0
Zoning Contact City

Last Sale
0.00

Tax Information
Map Number 52E09
(TLNO) 00403
Parcel Number 01093774
[View tax map](#)
Est. Market Building Value 87290.00
Est. Market Land Value 439940.00
Est. Market Total Value 527230.00
Current Year Assessed Value 427228.00
Tax Code 035-002
Est. Acres 9.55 **
Elementary School Attendance Molalla Elementary
Middle School Attendance Molalla River Middle
High School Attendance Molalla High

For owner information contact:
[Assessment and Taxation](#)

Services Provided
Cable Provider City
Community Planning Molalla



[New Map Search](#)

The property you selected is outlined in the map.
There are two map images available. Click on the streets or aerial radio buttons above to view each map.
A link to the scanned tax map is available in the Tax Information table at left.
There are ten different zoom levels. Click on the zoom buttons to the right of the map to zoom in or zoom out.
Click on the navigation arrows to pan north, south, east, and west.

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E08DD 00200 Acres - .25

Function: - Odd Fellows Park

Irrigation Utilities

Estimated Market Land Value - \$75,965.00

**Address**

106 S MOLALLA AVE
MOLALLA, OR. 97038

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City



City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E22 00100 Acres - 2.44

Function: - Raw Water Intake at River
No Utilities

Estimated Market Land Value - \$17,916.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City UNINCORPORATED
Urban Growth Boundary OUT

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning [EFU](#)

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E16AC 07200 Acres - 3.66

Function: - Property North of Ivor Davies
No Utilities

Estimated Market Land Value - \$197,417.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E16AC 07100 Acres - .14

Function: - Stowers Sewer Lift Station / Storm Water Pond
Water , Sewer, Power Utilities
Estimated Market Land Value - \$4073.00

**Address**

824 STOWERS RD
MOLALLA, OR. 97038

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E15 02400 Acres - 37.42

Function: - Ivor Davies Park

No Utilities

Estimated Market Land Value - \$207,487.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City UNINCORPORATED
Urban Growth Boundary OUT

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning FF10

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E15 02000 Acres - 2.66

Function: City Owned Property- River Front

No Utilities

Estimated Market Land Value - \$38252.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City UNINCORPORATED
Urban Growth Boundary OUT

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning [EFU](#)

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E15 01900 Acres - 2.34

Function: Pump Station
Power Utilities, Water Utilities
Estimated Market Land Value - \$21070.00



Address

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City UNINCORPORATED
Urban Growth Boundary OUT

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning [EFU](#)

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E15 01801 Acres - 1.85

Function: Access Road to WTP

No Utilities

Estimated Market Land Value - \$16,658.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City UNINCORPORATED
Urban Growth Boundary OUT

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning [EFU](#)

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038

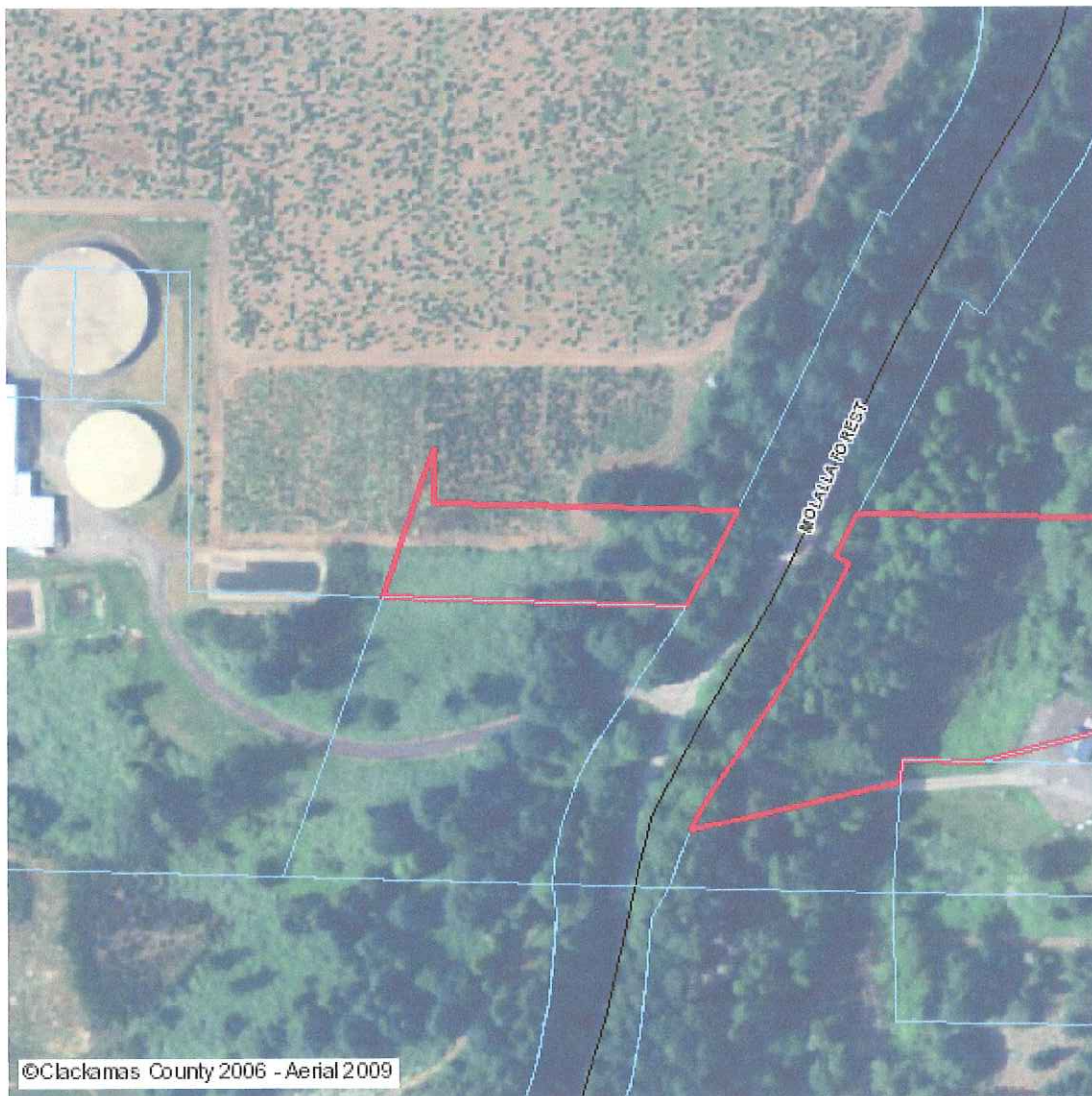


52E15 01800 4.56 Acres

Function: SW Corner of WTP

No Utilities

Estimated Market Land Value - \$42,442.00



Address

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City UNINCORPORATED
Urban Growth Boundary OUT

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning [EFU](#)

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E15 01600 .4 Acres

Function: NW Corner of WTP Facility

All Utilities Utilities

Estimated Market Land Value - \$3601.00

**Address**

32899 S MOLALLA FOREST RD
MOLALLA, OR. 97038

Jurisdiction Information

City UNINCORPORATED
Urban Growth Boundary OUT

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning [EFU](#)

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E15 01301 4.34 Acres

Function: WTP

All Utilities Utilities

Estimated Market Land Value - \$109,699.00



Address

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City UNINCORPORATED
Urban Growth Boundary OUT

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning [EFU](#)

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E09D 00309 5.59 Acres

Function: South Half of Bolander ,
No Utilities

Estimated Market Land Value - \$288,908.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038

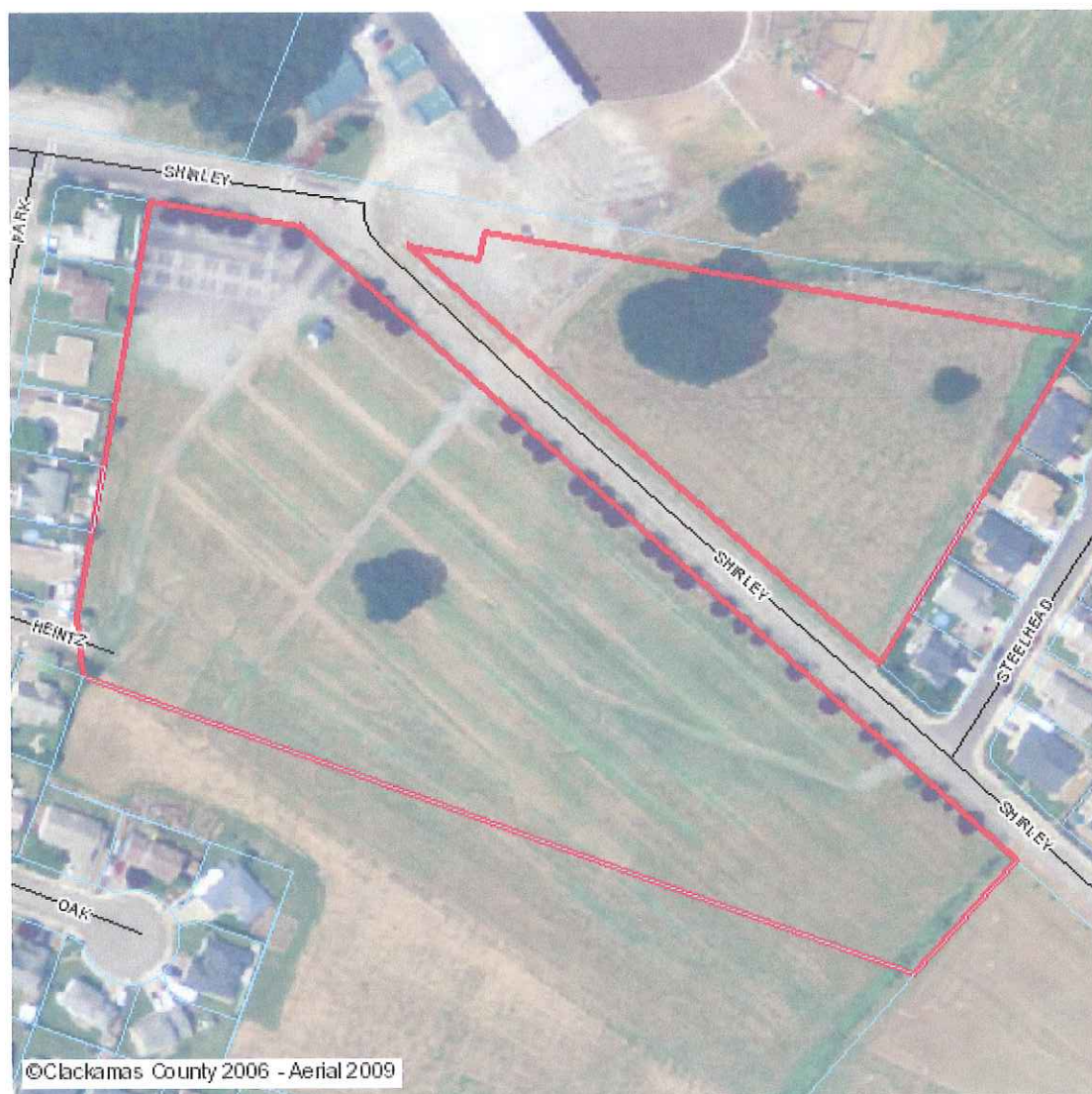


52E09D 00309 11.62 Acres

Function: Bolander , and Property Adjacent to Rodeo Grounds

No Utilities

Estimated Market Land Value - \$513.183.00



Address

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E09CB 08300 1.83 Acres

Function: Long Park, Adult Center, Parking Lot

All Utilities

Estimated Market Land Value - \$260,861.00

**Address**

315 KENNEL AVE
MOLALLA, OR. 97038

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E15 01700 .32 Acres

Function: NE Corner of WTP Facility
Estimated Market Land Value - \$3421.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City UNINCORPORATED
Urban Growth Boundary OUT

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning EFU

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E08AC 08700 .12 Acres

Function: Storm Water Retention Pond
Estimated Market Land Value - \$12,387.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E08AB 05000 .09 Acres

Function: Appears to be ROW Dedication in Heintz Street

All Utilities

Estimated Market Land Value - \$3098.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E08AB 04900 .09 Acres

Function: Appears to be ROW Dedication in Heintz Street

All Utilities

Estimated Market Land Value - \$3098.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E08AA 01800 .24 Acres

Function: Wetlands, Unknown if Buildable at this time
No Utilities

Estimated Market Land Value - \$39,383.00

**Address**

501 PEGASUS CT
MOLALLA, OR. 97038

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City



City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E08AA 01700 .24 Acres

Function: Wetlands, Unknown if Buildable at this time

No Utilities

Estimated Market Land Value - \$39,383.00



Clackamas Map(CMap)

from Clackamas County Information Services

121 Library Court
Oregon City, OR 97045
[e-mail](#)

Address
500 PEGASUS CT
MOLALLA, OR. 97038

Jurisdiction Information
City Molalla
Urban Growth Boundary RURAL

Building Characteristics
Sq Ft
Bedrooms
Baths
Built 0
Zoning Contact City

Last Sale
0.00

Tax Information
Map Number 52E08AA01700 (TLNO)
Parcel Number 01637642
View tax map [view tax map](#)
Est. Market Building Value 0.00
Est. Market Land Value 39383.00
Est. Market Total Value 39383.00
Current Year Assessed Value 31586.00
Tax Code 035-002
Est. Acres 0.24 **
Elementary School Attendance Molalla Elementary
Middle School Attendance Molalla River Middle
High School Attendance Molalla High

For owner information contact:
[Assessment and Taxation](#)

Services Provided
Cable Provider City
Community Planning Organization Molalla
School District SCH 35 MOLALLA



[New Map Search](#)

The property you selected is outlined in the map.
There are two map images available. Click on the streets or aerial radio buttons above to view each map.
A link to the scanned tax map is available in the Tax Information table at left.
There are ten different zoom levels. Click on the zoom buttons to the right of the map to zoom in or zoom out.
Click on the navigation arrows to pan north, south, east, and west.

Links: [Community Planning Organizations](#) [Cable Carriers](#) [Crime Data](#) [Schools](#) [Garbage Companies](#) [State Representatives](#) [State Senators](#) [Zoning & Planning](#)

[Print friendly version](#)

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E07D 00701 .05 Acres

Function: ROW Width

All Utilities

Estimated Market Land Value - \$1451.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E07D 00600 .26 Acres

Function:

Storm Water Retention Pond

Utility Stubbed out to Property

Estimated Market Land Value - \$25,545.00



Address

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E07AA 02900 6.81 Acres

Function:

City Shops, BMX Track, Sheets Field

All Utilities

Estimated Market Land Value - \$350,994.00



Clackamas Map(CMap)
from Clackamas County Information Services

121 Library Court
Oregon City, OR 97045
[e-mail](#)

Address
920 TOLIVER RD
MOLALLA, OR. 97038

Jurisdiction Information
City Molalla
Urban Growth Boundary RURAL

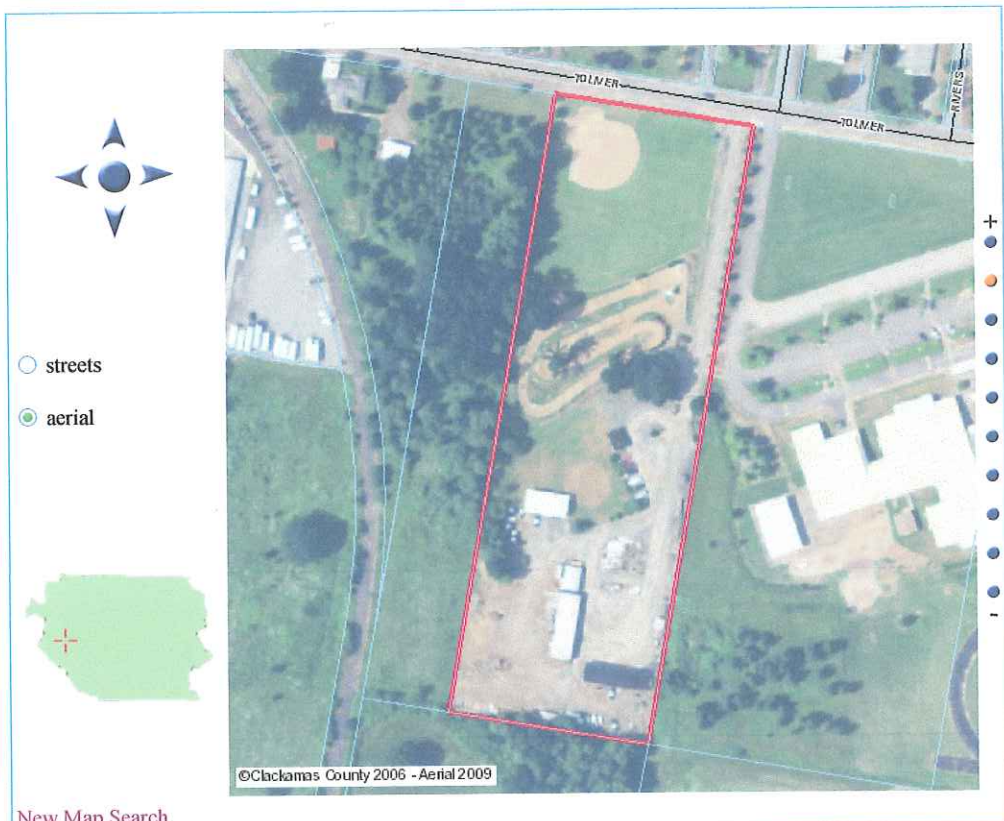
Building Characteristics
Sq Ft
Bedrooms
Baths
Built 0
Zoning Contact City

Last Sale
0.00

Tax Information
Map Number 52E07AA02900 (TLNO)
Parcel Number 01088744
View tax map [view tax map](#)
Est. Market Building Value 59410.00
Est. Market Land Value 350994.00
Est. Market Total Value 410404.00
Current Year Assessed Value 319389.00
Tax Code 035-002
Est. Acres 6.81 **
Elementary School Attendance Molalla Elementary
Middle School Attendance Molalla River Middle
High School Attendance Molalla High

For owner information contact:
[Assessment and Taxation](#)

Services Provided
Cable Provider City
Community Planning Organization Molalla
School District SCH 35 MOLALLA



[New Map Search](#)

The property you selected is outlined in the map.
There are two map images available. Click on the streets or aerial radio buttons above to view each map.
A link to the scanned tax map is available in the Tax Information table at left.
There are ten different zoom levels. Click on the zoom buttons to the right of the map to zoom in or zoom out.
Click on the navigation arrows to pan north, south, east, and west.

Links: [Community Planning Organizations](#) [Cable Carriers](#) [Crime Data](#) [Schools](#) [Garbage Companies](#) [State Representatives](#) [State Senators](#) [Zoning & Planning](#)

[Print friendly version](#)

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E07A 02602 .01 Acres

Function:

Underground Retention Area For Storm Water
No Utilities are Located here.

Estimated Market Land Value - \$197.00



Address

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City UNINCORPORATED
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning [RRFF5](#)

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E07 04200 3.80 Acres

Function:

**Oak Grove/Buffer Zone North of WWTP
No Utilities are Located here.**

Estimated Market Land Value - \$222793.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E07 01300 8.87 Acres

Function:

Vacant Acreage South of Lagoons

Past Function - Sheep Grazing

No Utilities are Located here.

Estimated Market Land Value - \$132,378.00

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E07 01201 48.76 Acres

**Waste Water Lagoons At WWTP Facility -
Lagoon 1, and Lagoon 2**

Function:

**Storage of Activated Sludge, GrayWater Storage
No Utilities are Located here.**

Estimated Market Land Value - \$589,594.00

**Address**

12424 S TOLIVER RD
MOLALLA, OR. 97038

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E005CD 12900 .93 Acres

Storm Water Retention Pond-

Pond's Function:

Accommodates drainage and runoff from Big Meadow Subdivision.

No Utilities are Located here.

Estimated Market Land Value - \$20,231.00.00



Address

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E05DD 00376 .74 Acres

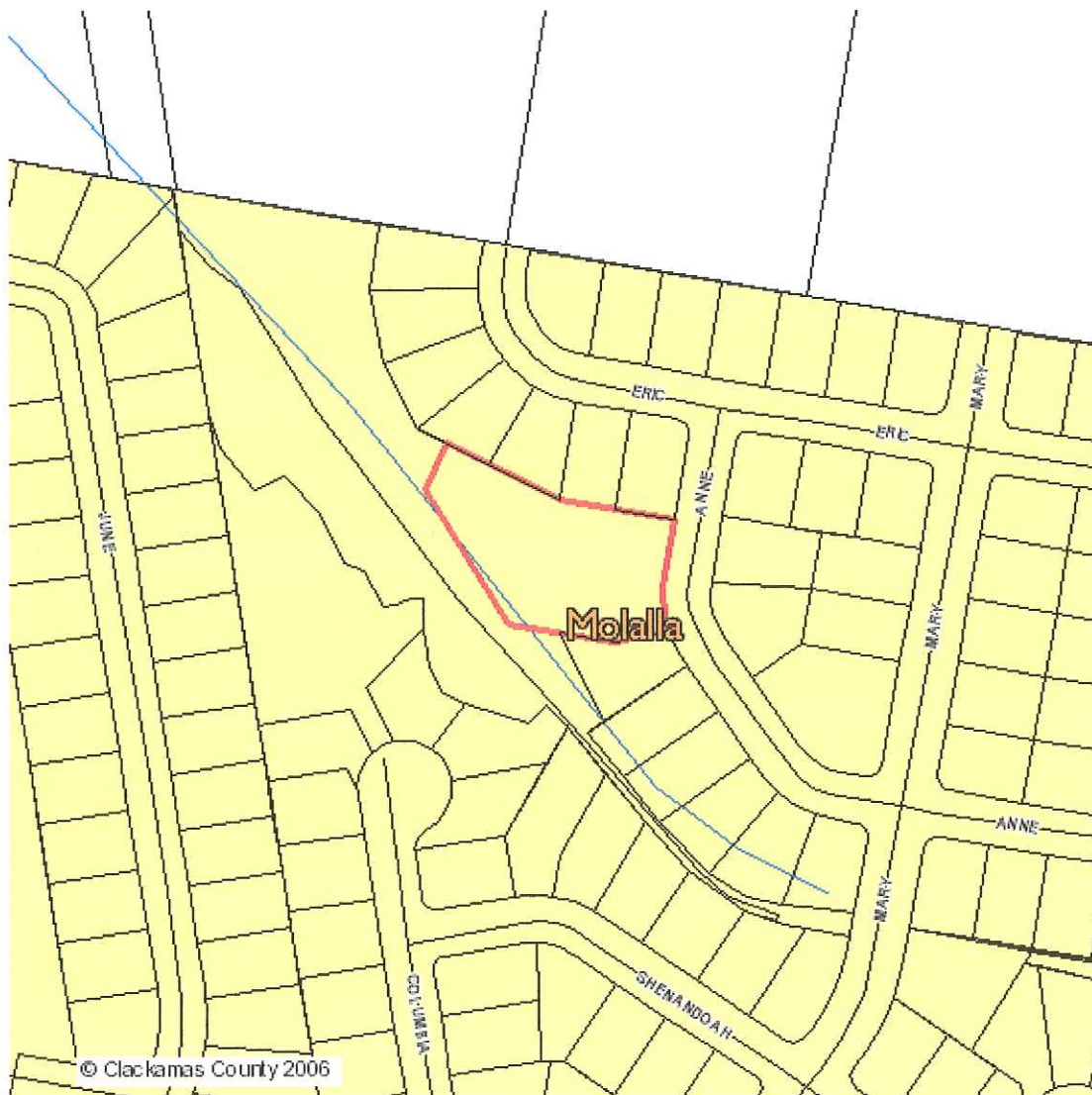
Storm Water Retention Pond-

Pond's Function:

Accommodates drainage and runoff from Big Meadow Subdivision.

No Utilities are Located here.

Estimated Market Land Value - \$26,013.00.



Address

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City of Molalla

117 N. Molalla Ave., Molalla, OR 97038



52E05DD 04700 .80 Acres

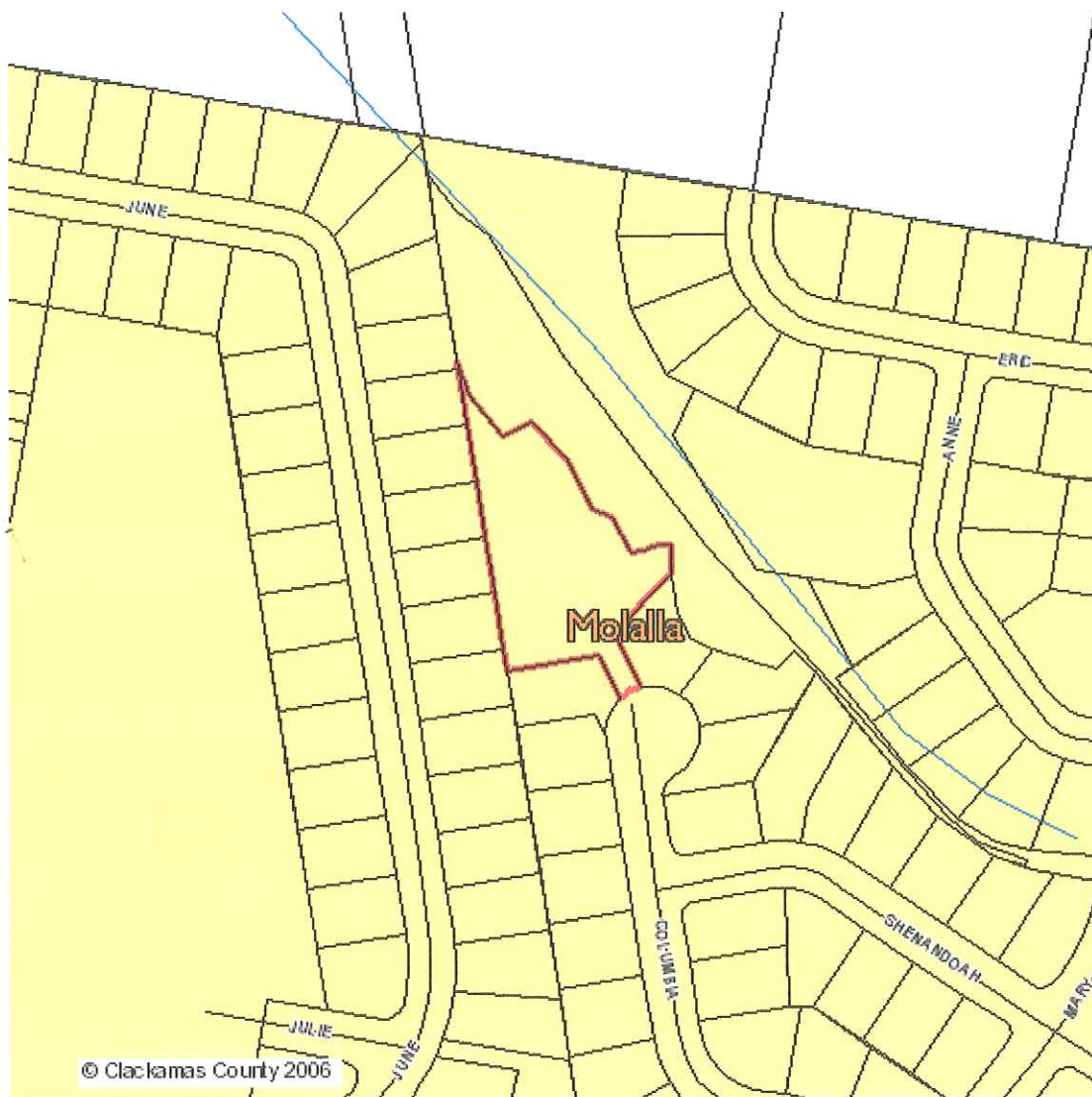
Storm Water Retention Pond-

Pond's Function:

Accommodates drainage and Runoff

No Utilities are Located here.

Estimated Market Land Value - \$00.00.

**Address**

NO SITUS
ADDRESS, OR.

Jurisdiction Information

City Molalla
Urban Growth Boundary RURAL

Building Characteristics

Sq Ft

Bedrooms

Baths

Built 0

Zoning Contact City

City Of Molalla

City Council Meeting

Agenda Category: New Business

Subject: Presentation of Eagle Scout Project at Ivor Davies Park

Staff Recommendation: Presentation and Discussion

Date of Meeting to be Presented: July 25, 2012

Fiscal Impact: None.

Background:

Pake Benthin, a junior at Molalla High School and a Life Scout with Boy Scout Troop #220 in Oregon City has proposed a Boy Scout Eagle Project at Ivor Davies Park. He would like to build a bark dust walking/jogging trail to make a loop attached to the existing path in the park. Also, he would like to add signs along the trails to mark distances travelled and a sign at the trail head showing the trails and distances. Pake is working with the City's Public Works Director on the logistics of such a project. Thus far, the concept involves applying bark chips and forms to create a small footpath approx. .25 miles. The Scouts are in touch with BLM, as the trail project skirts close to their lands. The Scouts are seeking donations for the materials to complete the project.

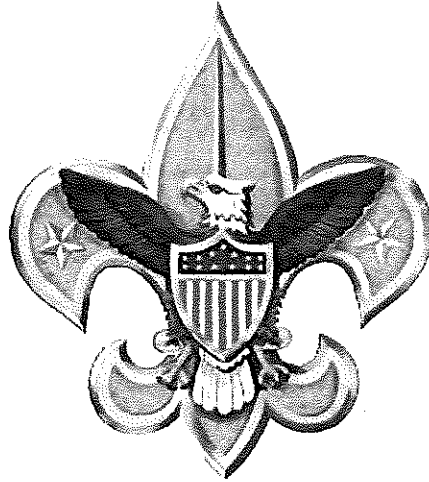
SUBMITTED BY: Ellen Barnes, City Manager

ADMIN USE ONLY

Agenda Item

6.A

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.



Eagle Scout Service Project Proposal

Ivor Davies Park Trail

Pake Benthin

Page 1 - Coversheet

Page2 - Project Description

Page3 - Vicinity map

Page4 - Plot Map

Page5 - Project Map

Project Description

A barkdust trail in Ivor Davies Park that will make a loop attached to the existing trail. The trail will be approximately a .25 mile in length and 4ft in width. I would like to place a sign at the trail head with the dimensions of the whole trail in miles. This will help the exercising community to know the distances they have traveled.

The project materials will be donated or bought from fundraised money.

Vicinity Map of Molalla



←←←← _____ NORTH _____

Project Trail Map



Map Legend:

 Existing Trail  Proposed Trail



South east end of trail





NORTH west connection of the trail



City Of Molalla

City Council Meeting

Agenda Category: New Business

Subject: Discussion of Draft Management Letter from City Auditors

Staff Recommendation: Discussion

Date of Meeting to be Presented: July 25, 2012

Fiscal Impact: None.

Background:

Oster Professional Group, the firm hired by the City for auditing services, conducted their preliminary site visit July 16 – July 19. On July 19, the auditing firm presented the City with a draft management letter regarding internal controls. The draft letter and supporting documentation is attached for review.

SUBMITTED BY: Ellen Barnes, City Manager

ADMIN USE ONLY

Agenda Item

6.B

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.

Oster

Professional Group

Certified Public Accountants, PC

George W. Wilber, CrFA, CPA
Mary Jo Evers, CFE, CPA
Robert M. Armstrong, CPA
Jessica Knowles, CPA

Arlie W. Oster, CPA (1931-1998)
Cara R. Wilber, CPA
Kari J. Ott, CPA
Mitch T. Saul, CPA

Honorable Mayor and City Council
City of Molalla, Oregon
Molalla, Oregon

In planning and performing our audit of the financial statements of the City of Molalla, OR as of and for the year ended June 30, 2012, in accordance with auditing standards generally accepted in the United States of America, we considered the City of Molalla, OR's internal control over financial reporting as a basis for designing our audit procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Molalla, OR's system of internal controls. In addition, because of the inherent limitations in internal control, including the possibility of intentional management override of controls, misstatements due to error or fraud may occur and not be detected by such controls and since we do not audit every transaction, rather rely on selective testing of transactions, it is not physically possible to identify every instance of fraud or misrepresentation. Accordingly, we do not express an opinion on the effectiveness of the City of Molalla, OR's system of internal controls.

VISA Expenditure Testing

During the testing of VISA expenditures, we noted that 44% of charges to VISAs did not have appropriate supporting documentation with the statements. We recommend that employees be required to submit receipts for every purchase made on City credit cards.

Indirect Cost Allocations

In the current budget, interfund services based on the City's indirect cost allocation plan are treated as interfund transfers. According to GASB Statement 34, these interfund charges should be recorded as revenues and expenditures and not interfund transfers. In addition, we recommend that the expenditures by fund be used in calculating the charges instead of the budget amounts.

SDC Expenditures

We noted that the expenditures in the SDC funds were all made out of reserve expenditure lines. The appropriate account coding would be to record and budget these expenditures as materials and services or capital outlay.

Open Items

- Finance Director is working with Caselle to create a revenue report for governmental funds. The confirmations from state agencies have not yet been received.
- PERS liability reconciliation
- 941 reconciliation to general ledger
- Other liabilities reconciliations to general ledger
- Copy of finalized 2012-2013 budget document
- Finalization of SDC information
- *Capital Assets*

These matters were considered in determining the nature, timing and extent of the audit tests applied in our audit of the June 30, 2012 basic financial statements. This report is intended solely for the use of management and the city council and should not be used for any other purpose.

Oster Professional Group, CPA's

By

July 19, 2012
Burns, Oregon

Reserved for future expenditure

An amount "reserved for future expenditure" may be included in a reserve fund or in another fund when specifically allowed by statute. A reserve for future expenditure is a line item requirement which identifies funds to be "saved" for use in future fiscal years.

Since the initial intent when the budget is adopted is not to spend the amount reserved for future expenditure, do not include it in the resolution or ordinance making appropriations. If the need arises during the fiscal year to spend this money, a supplemental budget may be adopted to appropriate the expenditure.

An exception to this is in an emergency situation created when property is destroyed by involuntary conversion, civil disturbance or natural disaster. ORS 294.455 describes when and how any available moneys, including reserved amounts, can be used to make such expenditures.

Debt service reserves

A debt service fund can include a line item for a debt service reserve if one is required by the bond sales agreement. Alternatively, a separate reserve fund can be created for such debt service reserves. A debt service reserve cannot be funded by a property tax levy that is excluded from the Measure 5 limitations. If a reserve is held in such a debt service fund, it must be funded with a portion of the bond proceeds, a transfer from the general fund or another fund, or some other source of revenue.

An exception is if the bonded indebtedness qualifies as a "tax credit bond" or other bond that bears interest that is includable in gross income under the Internal Revenue Code. In that case, the debt service fund may include a reserve that is dedicated to pay the bonded indebtedness and this reserve may be funded by a property tax levy that is excluded from the Measure 5 limits (ORS 294.381 as amended by Or. Law 2009, Chapter 538).

Interfund loan repayment

During a fiscal year the governing body may loan money from one fund to another.

Operating loans must be repaid no later than the fiscal year following the year in which they were made. If the loan is an operating loan and it is not repaid in the fiscal year in which it was made, the repayment must be budgeted as an expenditure in the upcoming fiscal year. An operating loan is any interfund loan, or portion thereof, that is not a capital loan, and that is made for the purpose of paying operating expenses.

A capital loan is any interfund loan, or portion thereof, made for the purpose of financing the design, acquisition, construction, installation, or improvement of real or personal property and not for the purpose of paying operating expenses. If a loan is a capital loan, it must be repaid in full over a term not to exceed 10 years. The resolution or ordinance that authorizes the loan must state a schedule for repayment and a rate of interest (ORS 294.460). The interest rate can be any rate that the governing body determines, including zero.

If an interfund loan is repaid in a subsequent year, in the year the loan is repaid, budget the repayment as a resource in the fund that made the loan. In the fund that received the loan, budget the repayment as a debt service requirement.

Advance refunding bonds

Local governments may sell new bonds to retire an older bond issue before the right to call or otherwise retire the old bond issue arises (ORS 287A.360). This is known as current or advance refunding.

The proceeds of the advance refunding bond sale are sometimes used to buy low-risk government securities to place in escrow to secure the old bonds. If a tax could be levied to pay the old bonds, a tax may be levied to pay the principal and interest on the advance refunding bonds (ORS 287A.380). The public body is prohibited from levying a tax to pay on the old bonds after the amount owed on the old bonds is secured by the advance refunding bond proceeds.

Debt service on the new bonds must be budgeted, because it will be paid by a tax levy or from the advance refunding bond proceeds and interest. The advance refund bond proceeds may also be used to pay administrative costs, expenses, or fees in connection with the advance refunding transaction (ORS 287A.375). Proceeds from a debt service tax levy may not be used to pay those expenses (ORS 294.381).

this statute, the officials of a local government can be held personally liable for spending money in excess of the amount authorized or for a different purpose than authorized.

What is the minimum level of appropriations?

The statute requires that a minimum level of appropriations be made within each fund. If your fund contains organizational units or programs, the minimum level to which you must appropriate is the organization unit (department) or program. For funds without organizational units or programs, the minimum appropriation level is to the object classification. As you remember, in Phase 1 we talked about object classifications when we were preparing the proposed budget:

- Personal services,
- Materials and services, and
- Capital outlay.

The statute further requires that other items be appropriated separately. These include interfund transfers, debt service amounts, and operating contingency amounts. The listing of appropriations by fund is called the schedule of appropriations.

You can choose to appropriate to a finer level of detail; however, most local governments do not. Within an object classification, the governing body can choose to appropriate by line item. For example, under Materials and Services you can make separate appropriations for rent, utilities, service contracts, etc. During the budget year you are held to spending within the amount appropriated

for each item. To exceed the appropriated amount, the governing body must take official action such as enacting a resolution transfer or adopting a supplemental budget. We will talk more about these actions in the chapter on "Changing the Adopted Budget."

You do not include "unappropriated ending fund balances" and "reserved for future expenditures" in the schedule of appropriations because these amounts are not going to be spent during the budget year. If you want to read more about appropriations, refer to Chapter 12 in the *Local Budgeting Manual*.

Sample Resolution Statement Making Appropriations	
BE IT RESOLVED that for the fiscal year beginning July 1, 2001, the amounts for the purposes shown below are hereby appropriated.	
General Fund	
Personal Services	\$31,095
Materials & Services	73,100
Capital Outlay	6,000
Transfers	25,000
Contingency	27,370
Total	\$162,565
Debt Service Fund	
Debt Service	\$109,000
Equipment Reserve Fund	
Capital Outlay	\$30,300
Site & Station Fund	
Capital Outlay	\$14,000
Total Appropriations	<u>\$315,865</u>

Statement Date: 7/13/2011

Charges: 1,688.01

Card	Charges	Receipts	Difference	Receipts Missing
John Atkins	60.00	60.00	-	
Sadie Cramer	1,065.98	751.09	314.89	304.95 Adobe, 9.94 Pilot
Ronda Stone	100.00	100.00	-	
Tiffany Gross	462.03	437.03	25.00	Craigslist
	1,688.01	1,348.12	339.89	

Statement Date: 8/11/2011

Charges: 734.00

Card	Charges	Receipts	Difference	Receipts Missing
John Atkins	-	-	-	
Sadie Cramer	10.00	-	10.00	
Ronda Stone	193.88	141.88	52.00	The Lippman Co
Tiffany Gross	530.12	253.55	276.57	S&S
	734.00	395.43	338.57	

Statement Date: 9/13/2011

Charges: 3,599.61

Card	Charges	Receipts	Difference	Receipts Missing
John Atkins	226.80	-	226.80	Tolovana Inn, credited next month, OK
Sadie Cramer	1,322.39	805.00	517.39	71.37 Super 8, 71.37 Super 8, 274.65 Farmstead, 50 Farmstead, 50 Farmstead
Ronda Stone	1,649.14	1,435.66	213.48	128.48 Naturalizer, 85 Sketchers
Tiffany Gross	57.28	57.28	-	Vistaprint in next month
Glenda Triebwasser	56.89	56.89	-	
Joyce White	287.11	-	287.11	Avis Group
	3,599.61	2,297.94	1,244.78	

Statement Date: 10/13/2011

Charges: 3,718.77

Card	Charges	Receipts	Difference	Receipts Missing
John Atkins	80.55	-	80.55	17.58 Office Depot, 62.97 Radioshack 19.25 Subway, 7.25 Dutch Bros, 470.98 Embassy Suites, 5.65 USPS, 173.8 Best Western, 173.8 Best Western, 599.98 Best Buy, 133.97 Best Buy
Sadie Cramer	2,079.68	495.00	1,584.68	
Ronda Stone	644.37	470.62	173.75	53.4 Baudville, 5.43 UPS, 50 Oregon State Sheriffs, 64.92 Shirchie
Tiffany Gross	55.51	55.51	-	
Glenda Triebwasser	-	-	-	
Joyce White	858.66	780.00	78.66	Budget Rent-a-Car
	3,718.77	1,021.13	1,917.64	

Statement Date: 11/10/2011

Charges: 5,230.65

Card	Charges	Receipts	Difference	Receipts Missing
John Atkins	139.00	139.00	-	
Sadie Cramer	3,092.71	3,092.71	-	
Ronda Stone	556.49	556.49	-	
Tiffany Gross	239.33	239.33	-	
Glenda Triebwasser	529.09	529.09	-	
Joyce White	674.03	219.29	454.74	387.2 River House Inn, 67.54 Home Depot
	5,230.65	4,027.53	454.74	

Statement Date: 12/13/2011

Charges: 2,744.07

Card	Charges	Receipts	Difference	Receipts Missing
John Atkins	-	-	-	
Sadie Cramer	120.00	120.00	-	
Ronda Stone	936.16	99.00	837.16	141.22 Latus Motors, 432 Diamond Coat, 263.94 Gal Galls
Tiffany Gross	582.09	582.09	-	
Glenda Triebwasser	199.11	199.11	-	
Joyce White	469.71	376.94	92.77	50.77 Marriott, 42 Marriott
Melissa Georgesen	437.00	-	437.00	ARC services
	2,744.07	801.09	1,366.93	

Statement Date: 1/12/2012

Charges: 4,334.00

Card	Charges	Receipts	Difference	Receipts Missing
John Atkins	-	-	-	
Sadie Cramer	-	-	-	
Ronda Stone	208.50	66.00	142.50	22.5 Batteries Plus, 120 IACP
Tiffany Gross	3,312.53	3,222.83	89.70	11.25 Country Values, 78.45 Delias
Glenda Triebwasser	175.35	175.35	-	
Joyce White	637.62	149.99	487.63	456.8 American, 30.83 Travel Insurance
Melissa Georgesen	-	-	-	
	4,334.00	3,288.83	719.83	

Statement Date: 2/10/2012

Charges: 1,239.49

Card	Charges	Receipts	Difference	Receipts Missing
John Atkins	-	-	-	
Sadie Cramer	-	-	-	
Ronda Stone	798.11	324.00	474.11	418.56 Shilo Inn, 14.95 Experian, 20.65 UPS, 19.95 Experian
Tiffany Gross	172.06	172.06	-	
Glenda Triebwasser	269.32	158.84	110.48	Oriental Trading
Joyce White	-	-	-	
Melissa Georgesen	-	-	-	
	1,239.49	496.06	584.59	

Statement Date: 3/14/2012

Charges: 452.96

Card	Charges	Receipts	Difference	Receipts Missing
John Atkins	-	-	-	
Sadie Cramer	-	-	-	
Ronda Stone	330.55	89.46	241.09	99 Cabela's, 107.19 Courtyard, 14.95 Experian, 14.95 Experian
Tiffany Gross	95.93	95.93	-	
Glenda Triebwasser	26.48	26.48	-	
Joyce White	-	-	-	
Melissa Georgesen	-	-	-	
	452.96	185.39	241.09	

Statement Date: 4/12/2012

Charges: 1,518.86

Card	Charges	Receipts	Difference	Receipts Missing
John Atkins	-	-	-	
Sadie Cramer	44.99	-	44.99	Norton
Ronda Stone	657.06	276.26	380.80	195.80 Comfort Inn, 185 Oregon Association Chi
Tiffany Gross	297.26	297.26	-	
Glenda Triebwasser	489.60	489.60	-	
Joyce White	29.95	-	29.95	Plantronics
Melissa Georgesen	-	-	-	
	1,518.86	573.52	455.74	

Statement Date: 6/13/2012

Charges: 908.13

Card	Charges	Receipts	Difference	Receipts Missing
John Atkins	-	-	-	
Sadie Cramer	-	-	-	
Ronda Stone	155.66	155.66	-	
Tiffany Gross	-	-	-	
Glenda Triebwasser	177.33	177.33	-	
Joyce White	71.95	32.00	39.95	CBI GFI software
Melissa Georgesen	503.19	348.25	154.94	139.99 Microsoft, 14.95 Microsoft
	908.13	155.66	194.89	



GASB - Governmental Accounting Standards Board
Statements of the Governmental Accounting Standards Board (GASBS)
No. 34: Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments
Standards of Governmental Accounting and Financial Reporting
Fund Financial Statements
Reporting Interfund Activity

Reporting Interfund Activity

112. Interfund activity within and among the three fund categories (governmental, proprietary, and fiduciary) should be classified and reported as follows:

a. *Reciprocal interfund activity* is the internal counterpart to exchange and exchange-like transactions. It includes:

(1) *Interfund loans* — amounts provided with a requirement for repayment. Interfund loans should be reported as interfund receivables in lender funds and interfund payables in borrower funds. This activity should not be reported as other financing sources or uses in the fund financial statements. If repayment is not expected within a reasonable time, the interfund balances should be reduced and the amount that is not expected to be repaid should be reported as a transfer from the fund that made the loan to the fund that received the loan.

(2) *Interfund services provided and used* — sales and purchases of goods and services between funds for a price approximating their external exchange value. Interfund services provided and used should be reported as revenues in seller funds and expenditures or expenses in purchaser funds.⁴⁵ Unpaid amounts should be reported as interfund receivables and payables in the fund balance sheets or fund statements of net assets.

⁴⁵ However, Statement 10, paragraph 64 ⁴¹, requires that when the general fund is used to account for risk-financing activity, interfund charges to other funds should be accounted for as reimbursements.

b. *Nonreciprocal interfund activity* is the internal counterpart to nonexchange transactions. It includes:

(1) *Interfund transfers* — flows of assets (such as cash or goods) without equivalent flows of assets in return and without a requirement for repayment. This category includes payments in lieu of taxes that are not payments for, and are not reasonably equivalent in value to, services provided. In governmental funds, transfers should be reported as other financing uses in the funds making transfers and as other financing sources in the funds receiving transfers. In proprietary funds, transfers should be reported after nonoperating revenues and expenses as discussed in paragraphs 100 and 101 ⁴².

(2) *Interfund reimbursements* – repayments from the funds responsible for particular expenditures or expenses to the funds that initially paid for them. Reimbursements should not be displayed in the financial statements.

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City Of Molalla

City Council Meeting

Agenda Category: New Business

Subject: Discussion of Work Related to the Forristall Dedication Agreement

Staff Recommendation: Discussion

Date of Meeting to be Presented: July 25, 2012

Fiscal Impact: \$43,641 (see attached for detail)

Background:

In November of 2006, the City executed a dedication agreement with Forristall Family Investments, LLC whereby Forristall Family Investments, LLC dedicated an approximately 25-foot portion of their property along what is now Commercial Parkway in exchange for various improvements on the property. In section 6 of the agreement, the City committed to funding all costs for surface water drainage system improvements. Forristall Family Investments, LLC is in the process of developing their property adjacent to the portion dedicated to the City and is requesting the City install the surface water improvements as required by the dedication agreement.

SUBMITTED BY: Ellen Barnes, City Manager

ADMIN USE ONLY

Agenda Item

6.C

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.

Cost Estimates for Materials for Forristall Storm Drain Project

PIPE					
Company	Description	Qty	Unit	Unit Price	Total Price
Contech	M294 HDPE B & S Pipe	920	LF	\$ 32.50	\$ 29,900.00
Consolidated Supply	36" x 20' ADS Ser 65 Solid Water Tight N12 Double Wall F2648 Poly Pipe with Gasket	920	LF	\$ 46.73	\$ 42,991.69
Compass Engineering	36" ADS	920	LF	\$ 75.40	\$ 69,368.00

PRE-CAST MANHOLE					
Company	Description	Qty	Unit	Unit Price	Total Price
Compass Engineering	60" Manhole	3	ea	\$ 1,580.33	\$ 4,741.00
Hanson	60" Manhole	3	ea	\$ 2,085.67	\$ 6,257.00

DITCH INLET					
Compass Engineering	Ditch inlet	1	ea	\$ 5,000.00	\$ 5,000.00

ROCK, INCIDENTALS, FITTINGS					
				\$ 4,000.00	\$ 4,000.00

Estimated Total \$ 43,641.00

QUOTATION

No.: **052-12**

Company: Molalla, City of
Attn: Marc Howatt
Project: Pipe Quote
City: Molalla, City of
County: Clackamas
State: OR

Phone: 503 798-7026
Email: dpw@molalla.net

Bid Date: 7/16/2012
Time:
Place:
Reply To: **Sarah Sirpless**
11835 NE Glenn Widing Dr
Portland, OR 97220
PH: 503 258-3117
FX: 503 258-3172



Item	Gage Description		Qty	Unit	Unit Price	Total Price
<u>1</u>	36"	M294 HDPE B&S Pipe	920	LF	\$32.50	\$29,900.00
<u>2</u>		Gage CSP	8	TL	\$0.00	\$0.00
						\$29,900.00

To keep your freight charges to a minimum, we add fuel surcharges according to the national average.

Current Average = 8%

CONTECH CONSTRUCTION PRODUCTS, INC.

ACCEPTED:

DATE:

Ken Wake

SIGNED: _____

TITLE: Sales Engineer

TITLE: _____

360 609-1634

COMPANY: _____

kwake@conteches.com

General Terms & Conditions - Full Terms Attached

Prices are based on furnishing all of the material on this Quotation. Prices on individual items will be furnished on request.

Quantities are based on our take off and are not guaranteed.

Totals and average prices are shown for your convenience. Our invoice will reflect the unit prices for the actual quantities required and furnished.

Payment Terms are 1/2%-10, Net 30 Days of invoice. If Non-Standard products, payment terms are 1/3 at order acceptance and prior to start of production, 2/3 Net 30 days from Date of Invoice. Subject to credit approval. Non Standard Designation shown as NS

Due to fluctuations in the steel market and cost of steel - Seller reserves the right to change prices from date of quotation.



**Consolidated
Supply Co.**

**** Quotation ****

Bid #: S6083465
Page #: 1

Send P/O To:

CONSOLIDATED SUPPLY CO - SALEM
2800 PRINGLE ROAD SE
SUITE 150

Phone # : 503-361-7473

Bid To:

CITY OF MOLALLA
PO BOX 248
MOLALLA, OR 97038

Ship To:

CITY OF MOLALLA
920 TOLIVER RD
MOLALLA, OR 97038

Phone # : 503-829-6855

JOB: ROY

~~Bid-Date-Expr-Date-Writer~~ ~~Salesman~~ ~~Ship Via~~
07/16/12 08/05/12 Peter Mohr - Tigard House WW - Tigard

Quantity	Description	Unit Price	Ext Price
	***** Shipping Instructions *****		
	* 807-C7 *		

920'	36"X20' ADS SER 65 SOLID WATER TIGHT N12 DOUBLE WALL F2648 POLY PIPE WITH GASKET 36650020DW *Special - Subject to Restock Fee*	46.7301	42991.60

	Bid Total		42991.60

	Bid Amount		42991.60

.. Reprint .. Reprint .. Reprint .. Reprint ..

Thank you for requesting a quotation from Consolidated Supply Co. ("Consolidated") for certain materials you need for the project identified in the attached or enclosed quotation document (the "Project"). The enclosed quotation to you is made subject to the following terms and conditions:

1. You must carefully review the quotation to confirm that it meets your requirements before using it for a bid. Unless you have provided Consolidated with a detailed bill of materials and specifications with your requirements (with any applicable addendums), this quotation is only a good-faith estimate and does not constitute an offer which can be accepted or relied on in any manner. Building plans alone do not constitute a detailed bill of materials or specifications, particularly if more than one supplier or subcontractor may be involved in supplying plumbing and/or waterworks materials. Unless the quotation is based on your detailed bill of materials and specifications, you agree that all risk of loss arising from the use of this quotation for bidding purposes-including any loss relating to errors in scope, quantity, price, time, and place of delivery-is on you. All quotations are conditioned upon availability of labor and materials at the time an order actually is placed. You are responsible to specify and select appropriate materials for your intended use. CSCO provides no design, engineering, or other professional services and cannot recommend or warrant goods to be fit for your particular purposes.

2. If you place an order with Consolidated for work or materials for the Project, the resulting contract will be subject to Consolidated's General Terms and Conditions of Sale. If credit is provided by Consolidated, then that credit is provided on Consolidated's general credit terms and conditions. These terms and conditions are available to you upon request and can be viewed on our website at www.consolidatedsupply.com.

3. Delivery under this quotation is FOB Consolidated's OR manufacturer's facility. If the quotation includes delivery to a jobsite, Consolidated may use a method and carrier of Consolidated's choice, unless otherwise stated in the quotation, and Consolidated assumes that the location is legally and physically accessible to interstate freight carriers operating under ICC regulations. Unloading labor will be provided by purchaser. Additional charges may apply if these assumptions are incorrect or if multiple deliveries are required. Consolidated will make a good faith effort to meet delivery dates agreed to in writing, but cannot guaranty delivery dates for goods not in stock or for which the terms of delivery are outside our control.

4. Pricing in this quotation is based on unit amounts and is firm and valid only if the goods are ordered within 30 calendar days from the date of the quotation. Consolidated may extend quoted prices on a case-by-case basis beyond the 30-day period. Consolidated reserves the right to correct or withdraw this quotation in the case of clerical error. Any change in quantities ordered or time for delivery may result in a change of the quoted prices, including unit prices, unless otherwise agreed to by Consolidated in writing. In the case of commodity items subject to dramatic price increases from the manufacturer such as PVC pipe, plastics, iron and copper, Consolidated reserves the right to modify prices in this quotation after the date that it is issued. This quotation is not a bid or a lump-sum quote, unless specifically stated in the quotation.

Marc Howatt

From: Norm Harker [NormH@compass-engineering.com]
Sent: Tuesday, July 17, 2012 3:39 PM
To: Marc Howatt
Subject: FW: Foristall Property

Marc,
Thanks for the observation. The use of 36" pipe will need 60" manholes.
Here is a revised quote:

920 lf 36" ADS	@ \$75.40	69,368
312 cy rock	@ \$17.00	5,304
3 ea 60" MH	@ \$1,487.00	4,461
MH delivery	@ \$280.00	280
Ditch Inlet	@ \$5,000.00	<u>3,000</u>

Total \$82,413

Norm

engineering surveying planning

COMPASS ENGINEERING

Norman Harker • PE (OR & WA) • Civil Engineer

NormH@compass-engineering.com

Phone: 503 653-7073

Fax: 503 653-6095

4165 SE International Way, Suite 201, Milwaukie, Oregon 97266

www.compass-engineering.com



OFFER/QUOTATION

P.O. Box 11305 Portland, OR 97211 Phone 503-285-8391 Fax 503-286-0603

Date: 7/17/2012

TO: Contractor
ATTN: Estimator

Hanson Pipe & Products is pleased to present this quotation for the materials listed below for use in the construction of the subject project.

Project Name:

Molalla - Storm Water Project REVISED

Location:

Molalla, Oregon

Bid Date:

7/17/2012

Terms: Prices are firm for 30 days from the bid date and are based on receipt of full order of all materials included in this quote. All quantities are approximate. Authorization to proceed (verbal, written, electronic, etc) is considered acceptance of all HPP terms and conditions attached to this offer/quotation.

Delivery: Unless otherwise noted, all material quoted stock to 2 week delivery upon receipt of approved submittals and full and complete information. Less than full truckload deliveries subject to a minimum \$150 delivery fee.

Acceptance is limited to the terms and conditions appearing in this offer. Any terms and/or conditions appearing in Buyer's acceptance which are additional to or different from the terms and/or conditions appearing in this offer will not become part of the contract between Seller and Buyer.

OFFER IS ACCEPTED BY:

FIRM: _____
BY: _____
TITLE: _____
DATE: _____

OFFER PREPARED BY:

FIRM: Hanson Pipe & Products
BY: Terina Munar
TITLE: Clerk
DATE: 07/17/12

PROJECT: Molalla - Storm Water Project REVISED
LOCATION: Molalla, Oregon

BID DATE: 07/17/12

Bid Item	QTY	U/M	Product Description	Unit Price	Extended Price
60" MANHOLES					
	3	Ea.	Standard Cover	\$275.00	\$825.00
	3	Ea.	Flat Top - 60" @ 3,100 lbs	\$355.00	\$1,065.00
	3	Ea.	Base - 60" X 6' @ 12,235 lbs ea.	\$1,250.00	\$3,750.00
	3	Ea.	Grade Ring - 4"	\$30.00	\$90.00
	3	Ea.	Grade Ring - 6"	\$34.00	\$102.00
				Subtotal	\$5,832.00

Note:

Quoting 60" x 8' Manholes. Contractor to Verify Requirements.

Contractor to provide and install plumbing and hardware.

Includes coring, steps, and joint sealant. Does not include any other concrete sealants.

FREIGHT					
Approx	1	Ea.	Delivery Charge	\$425.00	\$425.00
				Subtotal	\$425.00

General Notes: Manholes/Catch Basins

1. HPP will not warranty manhole material that has been damaged due to improper install and/or handling practices by the cont.
2. Contractor to offload and provide rigging for all products delivered on flat bed trucks.
3. Contractor to provide HPP with a complete set of plans and specifications prior to order.
4. All material meets HS-20 Loading unless otherwise noted.

CONTRACTOR TO VERIFY THAT QUOTED MATERIALS MEET JOB SPECIFICATIONS

CONTRACTOR TO PROVIDE & INSTALL PLUMBING & HARDWARE.

INCLUDES CORING, STEPS & JOINT SEALANT. DOES NOT INCLUDE ANY OTHER SEALANTS

F.O.B. JOB-SITE. CONTRACTOR TO OFF-LOAD (1 HOUR OFF-LOAD INCLUDED ADD \$90 EACH ADDITIONAL HOUR)

DUE TO RISING STEEL COSTS THESE PRICES ARE GUARANTEED FOR 30 DAYS ONLY

Terms and Conditions

1. **TERMS OF PAYMENT:** Buyer agrees to pay interest at the maximum legal rate allowed by law on any invoice amount past due until paid, both before and after judgement, and further agrees to pay all costs incurred in collection of past due amounts, including reasonable attorneys' fees, whether suit is filed thereon or not. Buyer agrees that venue for any litigation between Seller and Buyer will be Dallas County, Texas. All matters between Seller and Buyer will be governed by the laws of the State of Texas. Buyer acknowledges that Seller's right to receive payments in current funds on the Account have been or will be assigned to Hanson Pipe & Products, Inc., Dept. 0776, P. O. Box 120001, Dallas, Texas 75312-0776. All indebtedness owed by Buyer to Seller shall be payable in Dallas, Dallas County, Texas. Buyer further agrees to pay all amounts due on the Account, including interest and cost of collection, for all labor and materials supplied on the Account. Buyer agrees that all lien waivers will be effective only to the dollar amount of payments actually received. Buyer agrees that Seller retains its mechanic's lien, payment bond or similar security rights for unpaid deliveries under any and all circumstances, despite any documents or agreements that may state or imply otherwise. Buyer agrees to pay reasonable storage fees if materials are stored on Seller's yard more than sixty (60) days after Seller is ready for delivery.
2. **TAXES:** Unless otherwise stated, prices do not include any city, county, state, federal or other taxes imposed on the goods or service sold under this document. All such taxes now or hereafter in effect shall be added to the price and shall be paid by the Buyer.
3. **TITLE:** Title to the goods shall pass to the Buyer upon delivery at the destination specified by the Buyer and agreed to by the Seller. Seller preserves to itself, and Buyer hereby grants, a security interest in the goods which are the subject matter of this contract, to secure to Seller the full payment of the purchase price and any claim for damages on account of Buyer's breach.
4. **ASSIGNMENT:** Buyer shall not assign this contract or any interest therein nor shall Buyer delegate its performance hereunder, without the prior written consent of the Seller.
5. **DELAYS:** SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES SUFFERED BY BUYER DUE TO DELAYS IN SELLER'S PERFORMANCE OF THIS CONTRACT, RESULTING, IN WHOLE OR IN PART, FROM: FIRE OR FLOOD; STRIKE OR OTHER DIFFERENCES WITH EMPLOYEES; WAR; RIOT; EMBARGO; DELAYS, LOSSES, OR DAMAGES IN TRANSPORTATION; SHORTAGES OF FUEL OR LABOR OR MATERIALS; ACTS OF CIVIL OR MILITARY AUTHORITIES; OR ANY OTHER CAUSES BEYOND THE REASONABLE CONTROL OF THE SELLER. IN CASE OF THE HAPPENING OF ANY SUCH DELAY, SELLER SHALL HAVE SUCH ADDITIONAL TIME WITHIN WHICH TO PERFORM AS MAY BE REASONABLY NECESSARY UNDER THE CIRCUMSTANCES AND SHALL HAVE THE RIGHT TO APPORTION ITS PRODUCTION AMONG ITS CUSTOMERS IN SUCH MANNER AS IT MAY CONSIDER TO BE EQUITABLE.
6. **WARRANTY DISCLAIMER:** SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except that the goods shall conform to the requirements of the project specifications, if any.
7. **LIMITATIONS OF REMEDIES:** SUBJECT TO PARAGRAPH 10 BELOW, THE BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECTIVE GOODS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT, AT SELLER'S SOLE DISCRETION, OF ANY SUCH GOODS BY THE SELLER AT THE F.O.B. POINT AT WHICH THE GOODS WERE SOLD. THIS OBLIGATION OF THE SELLER SHALL TERMINATE ONE (1) YEAR AFTER THE DELIVERY OF THE GOODS TO THE BUYER. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY THE BUYER DUE TO ANY DEFECTIVE WORKMANSHIP, DEFECTIVE GOODS OR NON-CONFORMITY WITH THE APPLICABLE SPECIFICATIONS OF THE GOODS DELIVERED. ANY BUYER'S REMEDIES WITH RESPECT THERETO SHALL BE LIMITED EXCLUSIVELY AS HEREIN PROVIDED.
8. **CLAIMS:** Subject to paragraph 10 below, the Seller will not recognize any claims or backcharges originated by the Buyer arising out of this contract unless the claims or backcharges, as the case may be, are in writing and actually received by Seller within one week from time of occurrence, giving full details. Claims or backcharges not presented within such time limit shall be deemed to have been waived by the Buyer. The Seller shall be given reasonable time and access to investigate the merits of such claims or backcharges.
9. **DELIVERY:** Unless otherwise provided herein, the prices include delivery f.o.b. job site, trucks with maximum loads. F.o.b. job site means truck delivery as close to job site as is practicable, or to closest accessible storage area furnished free of charge to Seller for motor truck and trailer operating under its own power with maximum load. At delivery time, Buyer shall have an authorized representative present at the designated delivery point. At Buyer's expense, Buyer shall unload the goods using Buyer's equipment and labor unless arrangements for Seller to unload have been made no less than twenty-four (24) hours prior to scheduled delivery. If Buyer fails to have an authorized representative present at the delivery point, Seller shall unload the goods and Buyer shall be deemed to have accepted the same at that time. Subject to these terms and conditions, delivery equipment shall not be pushed or pulled by any power equipment nor shall Buyer cause the same to be done. Upon delivery, Buyer shall sign delivery tickets acknowledging such delivery and Buyer shall examine all goods delivered. Buyer shall, at the time of delivery, state in writing any and all defects and/or non-conformities as may exist in the goods delivered. Failure to do so at that time shall constitute a waiver of claims against Seller arising out of or relating to such defects and/or non-conformities. Buyer shall provide and maintain suitable access, including access roads, to job site, closest accessible point or designated storage area. Standby time in excess of one hour from the time of arrival of trucks at designated point of delivery will be charged to the account of the Buyer. Seller shall not be responsible for, or liable for damages arising out of or related to: (i) installation of the goods, (ii) preparation of the sub-grade, ground or site which is to receive the goods, (iii) settlement or other site conditions, and/or (iv) unforeseen or differing site conditions.
10. **RESTRICTED USE:** Buyer shall not, without the prior written consent of the Seller, use any of the goods which are the subject of the contract for any purpose except that herein mentioned, or remove any of the goods from the job site until the purchase price for all of the goods has been fully paid.
11. **BUYER'S SPECIFICATIONS:** Seller assumes no responsibility for the adequacy or performance of engineering, design, or specifications furnished by Buyer.
12. **NOTICE OF COMPLETION:** Seller may at its option, give Buyer written notice of the completion of the work herein specified by depositing same in the United States Mail properly stamped and addressed to Buyer at his last known address. If no written exception to said notice of completion or as to any part of the work performed hereunder is received by Seller within ten (10) days after the mailing or service of said notice of completion, said work shall be deemed to have been completed and accepted in accordance with the terms hereof.
13. **RETURN OF MATERIALS:** Standard goods shall not be returned by the Buyer without prior written acceptance by the Seller. A 20% restocking charge will be applied to all standard goods returned in re-saleable condition. No credit will be given on custom goods.
14. **CHANGES:** Any changes, corrections or deviations requested by Buyer after Buyer's acceptance of this contract shall be ineffective, unless and until Seller and Buyer agree to any additional costs or savings to be effected by such changes, corrections or deviations.
15. **WAIVER OF BREACH:** Waiver by Seller or Buyer of any breach of this contract shall not be considered a waiver of any other breach.

Original

DEDICATION AGREEMENT

THIS DEDICATION AGREEMENT ("Agreement"), made this 30th day of November, 2006, is entered into and binding between and among Forristall Family Investments, LLC, an Oregon limited liability company ("Forristall") and the City of Molalla (the "City").

WHEREAS, Forristall is the owner of certain real property in Clackamas County, Oregon, commonly known as Tax Lot 1700 in Section 7 of Township 5S, Range 2E, of the Willamette Meridian, the eastern boundary of which (the "Line") is more particularly described in **Exhibit A** attached hereto (the "Forristall Property"); and

WHEREAS, the City wants to construct improvements including a road ("Commercial Parkway"), water lines, surface drainage lines and sewer lines on and under the Dedicated Area running roughly north to south along Forristall's eastern property boundary line as depicted on the project plans dated June, 2006 prepared by Compass Engineering, attached hereto as **Exhibit B**; and

WHEREAS, in order to construct the improvements, the City has requested that Forristall dedicate an approximately 25-foot portion along the eastern boundary Line of the Forristall Property; and

WHEREAS, the portion of the Forristall Property to be dedicated, more particularly described in **Exhibit B** attached hereto, is referred to in this Agreement as the "Dedicated Area"; and

WHEREAS, in order for the City to provide services to the property to the east, for the protection and safety of the Forristall Property and in order to accommodate future development of the Forristall Property, Forristall needs the City to make certain changes to its design specifications for the construction of Commercial Parkway and related sanitary sewer lines, manholes, fire services turn-around, southerly access, water service connections, fencing, and storm water drainage system;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

IN PARTIAL CONSIDERATION for the foregoing Recitals (which are incorporated herein by this reference), and in exchange for the mutual covenants and agreements set forth below, the parties agree as follows:

1. PROPERTY DEDICATION

Forristall hereby agrees to dedicate the Dedicated Area to the City for the purpose of construction of the improvements in exchange for the City's agreements set forth in Sections 2 through 8 below.

2. SANITARY SEWER LINE; MANHOLES

The City hereby agrees to waive any future hookup fees from the Forristall Property to the sewer line to be installed in the Dedicated Area and to install at its expense a manhole on the proposed 10-inch public sanitary line at approximately Road Station ____ (to be supplied by Compass Engineering) and extend from this manhole an 8-inch PVC line at right angles to the 10-inch line westerly across the Forristall Property for 284 feet at 0.4% grade as depicted on **Exhibit C**. In lieu of extending the line 284 feet, the City may elect to pay Forristall \$7,000 and only extend the line 50 feet to property line. *add my*
me off

3. TEMPORARY TURN-AROUND

The City hereby agrees that the proposed turn-around for fire services at the southern end of Commercial Parkway which extends outside the Dedicated Area will only be a temporary easement, and that the turn-around will be removed from the Forristall Property as soon as Commercial Parkway is extended further south than is shown on **Exhibit B** but no later than December 31, 2010. ~~Provided, however, that the City may extend the deadline one year at a time for up to five (5) years upon payment of \$500 in advance for each annual extension.~~ Upon removal the City agrees, upon request, to restore the Forristall Property to its natural condition. Failure of the City to remove the turn-around or failure of Forristall to demand removal shall not act as a waiver or entitle anyone to claim an easement or ownership to that portion of the turn-around on the Forristall Property. The City shall make this change at its expense on any and all plans and specifications accepted by the City. *add my*
me off

4. FENCE AND SIDEWALK CONSTRUCTION

Within thirty (30) days ~~of the execution of this Agreement~~ *from the project completion* *add my*
me off, the City hereby agrees to construct at its expense a permanent, new five-foot tall chain link fence with a secure gate access along the entire length of the western boundary of the Dedicated Area and around the Temporary Turn-around to stop trespassing onto the Forristall Property. If the City requires that a sidewalk be installed as a condition of future development of the Forristall Property, the City shall install such sidewalk at its expense.

5. WATER SERVICE CONNECTIONS

The City hereby agrees to construct at its expense two pairs of water services comprised of a 2-inch domestic water service with a one-inch (1") water meter and a 6-inch fire service connection at the following locations to service the Forristall Property:

- a) One service on the western side of the Dedicated Area at the public sewer manhole plus or minus ten feet;

- 8" Fire OR 6" Loop.

b) One service on the western side of the Dedicated Area at approximately Road Station 18 + 36.

6. SURFACE WATER DRAINAGE SYSTEM

The City hereby agrees that if the water drainage system to be installed in conjunction with the construction of the Commercial Parkway is inadequate to drain the area south of Commercial Parkway now or as it is developed then the City will be responsible for all costs associated with the design and construction of a supplemental or alternative surface water drainage system.

7. ACCESS BARRIER

The City will construct an automatic gate at the southern end of Commercial Parkway to prevent access from the south by off road vehicles but allow limited vehicular access by property owners.

8. FURTHER ASSURANCES

Each party shall execute and deliver, at the request of another party, such further documents or instruments, and shall perform such further acts, that may be reasonably required to fully accomplish the intent of this Agreement.

9. ATTORNEY FEES

The City will reimburse Forristall up to \$5,000 for its attorney fees and costs incurred prior to the execution of this Agreement.

10. ENFORCEMENT OF AGREEMENT

In the event of a material breach of this Agreement or other dispute regarding the enforcement or interpretation of this Agreement, the losing party shall pay attorneys' fees, costs and expenses incurred by the prevailing party.

11. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the state of Oregon without regard to its principles of conflicts of laws. Because the parties and their respective counsel have reviewed, revised, and negotiated, or had the opportunity to review,

revise, or negotiate the terms, conditions, and language of this Agreement, the rule of construction that ambiguities are to be resolved against the drafting party does not apply.

12. BINDING EFFECT

This Agreement shall be binding upon and operate to the benefit of the parties and their respective heirs, successors, legal and personal representatives and permitted assigns including, without limitation, any and all subsequent owners of the Forristall Property.

13. INTEGRATION

This Agreement contains the entire agreement between and among the parties with regard to the matters set forth herein.

14. MODIFICATION

This Agreement may not be amended or modified except in writing signed by all parties.

15. WAIVER OF BREACH

The waiver by either party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or provision by either party.

16. SAVING CLAUSE

If any provision of this Agreement, or the application of such provision to any person or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby.

17. TIME OF THE ESSENCE; DAYS

Time is of the essence of this Agreement in all particulars. The term "days" means calendar days.

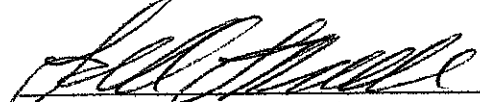
18. COUNTERPARTS

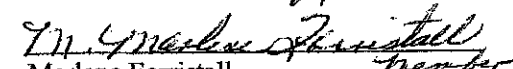
This Agreement may be executed in one or more counterparts, including facsimile counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto,

even though all parties are not signatories to the original or the same counterpart. Any counterpart of this Agreement, which has attached to it separate signature pages, which altogether contain the signatures of all parties, shall for all purposes be deemed a fully executed instrument.

EXECUTED as of the date and year first above written.


FORRISTALL FAMILY INVESTMENTS, LLC

By: 
Lowell Forristall *12/08/06*

By: 
Marlene Forristall *Marlene*

Date: 12-8-06

APPROVED AS TO FORM:


By: 
Ronald T. Adams, OSB No. 76040
Of Attorneys for
Forristall Family Investments, LLC

Date: 12/13/06

THE CITY OF MOLALLA

By: 
Gene Green, City Administrator

Date: 11-30-06

By: 
Mike Clarke
Mayor, City of Molalla

Date: 11-30-06

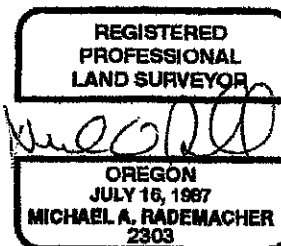
LEGAL DESCRIPTION
BOUNDARY LINE AGREEMENT
LOWELL FORRISTALL

JOB NO. 6180.2
11/15/06 MAR

EXHIBIT "A"

A BOUNDARY AGREEMENT LINE, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF MOLALLA, CLACKAMAS COUNTY, OREGON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 1994-160; THENCE ALONG THE WESTERLY LINE THEREOF, N.20°25'50"E., 494.24 FEET; THENCE N.79°34'34"W., 2.56 FEET TO A 1/2" DIAMETER IRON PIPE AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED AS PROPERTY NO. 8 IN FEE NO. 2000-081398, CLACKAMAS COUNTY DEED RECORDS, AND THE POINT-OF-BEGINNING; THENCE N.19°59'26"E., 800.12 FEET TO A 1" DIAMETER IRON PIPE INSIDE A 2" DIAMETER IRON PIPE AT THE SOUTHEAST CORNER OF LOT 10, "WEST MOLALLA HOMES", A SUBDIVISION PLAT OF RECORD (NO. 675) IN SAID CLACKAMAS COUNTY; THENCE ALONG THE EASTERLY LINE THEREOF, N.20°03'08"E., 208.49 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 211 (60.00 FEET WIDE) AND THE TERMINUS OF SAID AGREEMENT LINE, FROM WHICH THE MOST NORTHERLY NORTHWEST CORNER OF PARCEL 1, PARTITION PLAT 1994-160 BEARS S.80°59'27"E., 10.24 FEET.



DATE OF SIGNATURE: 11-15-06
VALID UNTIL 12/31/2006

PLAN
SCALE: 1" = 100'

PLAN

SCALE: 1" = 100'

STORM

- ASSUMPTIONS:**
1. 8" PUBLIC SEWER RUNNING WEST @ 0.5%
 2. 4-INCH PRIVATE LATERALS 3' MIN. @ 2%

STATE HIGHWAY 211

**COMMERCIAL PARKWAY
(PARAT) DESIGN**

Four Corner Industrial Park - Phase 1

Molalla, Oregon EXHIBIT C.

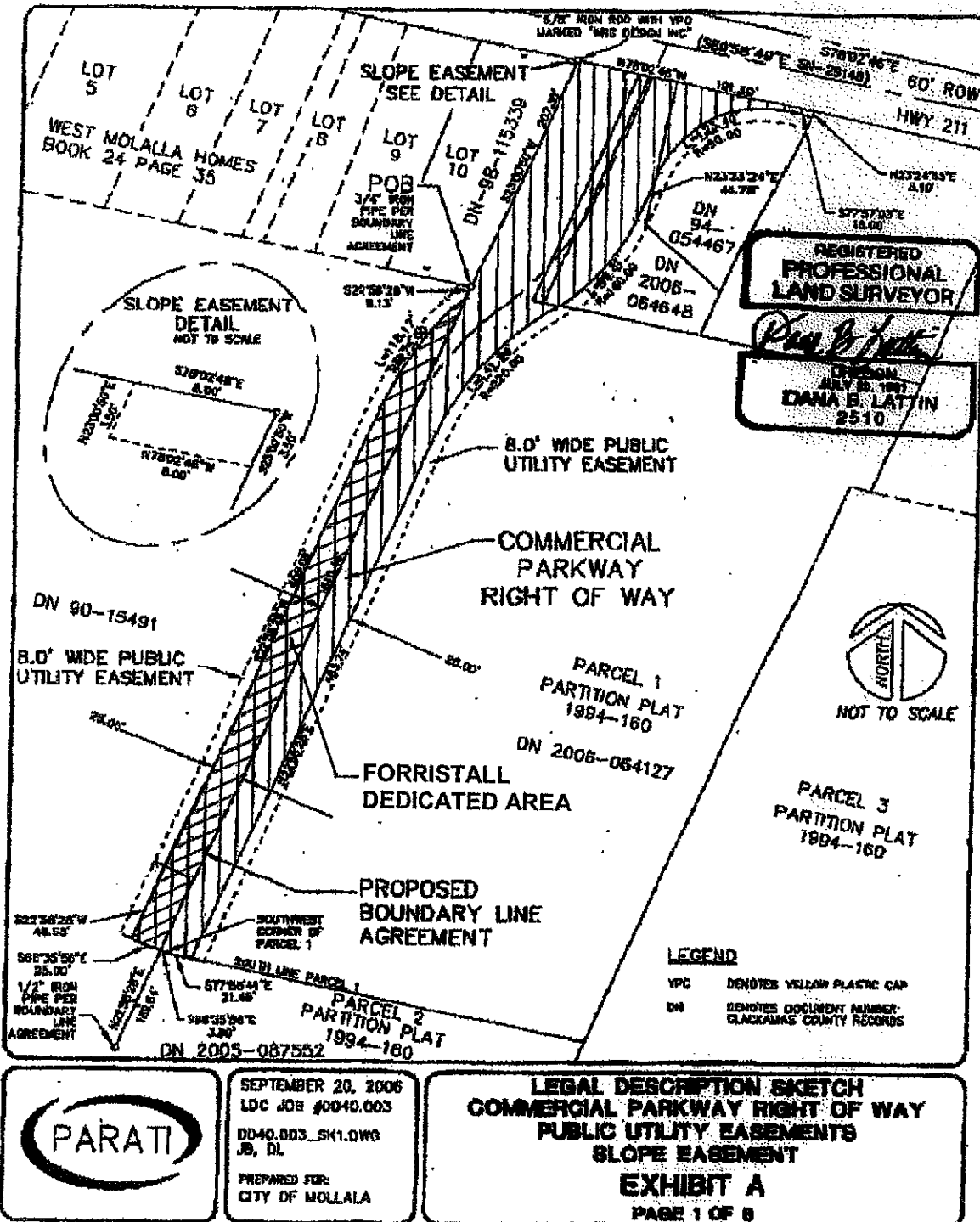
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COMPASS ENGINEERING

ENGINEERING ★ SURVEYING ★ PLANNING
4100 SE INTERNATIONAL WAY, SUITE 001
LOS ALAMOS, OREGON 97222
(503) 863-8090 PHONE
(503) 863-8095 FAX

Lowell Forristall
Molalla Property
Tax Lot 1700 5S2E7D



P:\MOLALLA\City\GIS\Map\0040.003_SK1.dwg, 12/2/2006 4:36:18 PM, No Layouts Saved

REVISED EXHIBIT B TO
DEDICATION AGREEMENT

City Of Molalla

City Council Meeting

Agenda Category: New Business

Subject: Discussion Requiring Background Checks for Mayor and Council Candidates

Staff Recommendation: Discussion and direction to staff

Date of Meeting to be Presented: July 25, 2012

Fiscal Impact: None.

Background:

In previous years, the City of Molalla required candidates for an elected office to complete a preliminary background check. This was done in the belief that it was required by Charter. No ordinance authorizing or requiring background checks of candidates for elected positions has been adopted. However, neither the 1993 Charter nor the recently adopted 2010 Charter list lack of convictions as a qualification for running as a candidate for office. Conviction of a public offense punishable by loss of liberty is a reason for removal of an incumbent elected official. The prior Charter listed conviction of a felony or any crime of moral turpitude as a reason for removing an elected official from office. However, these later two provisions apply to incumbent officials who commit a crime while in office, not to candidates running for office. Under home rule provisions, the City can enact an ordinance that requires applicants for an elected position to complete a background check. The city then can release this information to the public for citizens to use in election decisions. The City also can modify its qualifications for public office to prohibit individuals who have been convicted of a public offense punishable by loss of liberty. This type of modification requires a Charter amendment that is adopted by public vote.

SUBMITTED BY: Ellen Barnes, City Manager

ADMIN USE ONLY

Agenda Item

6.D

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.

CHARTER

CITY OF MOLALLA, OREGON

PREAMBLE

We, the voters of Molalla, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter. (Reso. No. 2011-10)

Chapter I

NAMES AND BOUNDARIES

Section 1. Title. This charter may be referred to as the 2010 City of Molalla Charter. (Reso. No. 2011-10)

Section 2. Name. The City of Molalla, Oregon, continues as a municipal corporation with the name City of Molalla. (Reso. No. 2011-10)

Section 3. Boundaries. The city includes all territory within its boundaries as they now exist or are legally modified. The city will maintain as a public record an accurate and current description of its boundaries. (Reso. No. 2011-10)

Chapter II

POWERS

Section 4. Powers. The city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically enumerated each of those powers. (Reso. No. 2011-10)

Section 5. Construction. The charter will be liberally construed so that the city may exercise fully all powers possible under this charter and under United States and Oregon law. (Reso. No. 2011-10)

Section 6. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to city voters. This charter vests all other city powers in the council except as the charter otherwise provides. The council has legislative, administrative and quasi-judicial authority. The council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The council may not delegate its authority to adopt ordinances. (Reso. No. 2011-10)

ELECTED OFFICIALS

Chapter III

ELECTED OFFICIALS

Section 7. Council. The council consists of a mayor and six councilors nominated and elected from the city at large. (Reso. No. 2011-10)

Section 8. Mayor. The mayor presides over and facilitates council meetings, preserves order, enforces council rules and determines the order of business under council rules. The mayor is a voting member of the council and has no veto authority. The mayor, with the consent of council, appoints members of boards, commissions and committees established by ordinance or resolution. The mayor must sign all records of council decisions. The mayor serves as the political head of the city government. (Reso. No. 2011-10)

Section 9. Council President. At its first meeting each year, the council must elect a president from its membership. The president presides in the absence of the mayor and acts as mayor when the mayor is unable to perform duties. (Reso. No. 2011-10)

Section 10. Term Limit. No councilor, including those serving on July 1, 2012, may be elected to a city office, or any combination of such offices, for a period to exceed eight consecutive years. (Reso. No. 2011-12)

Section 11. Rules. The council must adopt by resolution rules to govern its meetings and proceedings. (Reso. No. 2011-10)

Section 12. Meetings. The council must meet at least once a month at a time and place designated by council rules, and may meet at other times in accordance with the rules. (Reso. No. 2011-10)

Section 13. Quorum. A majority of the council members is a quorum to conduct business. (Reso. No. 2011-10)

Section 14. Vote Required. The express approval of a majority of a quorum of the council is necessary for any council decision, except when this charter requires approval by a majority of the council. (Reso. No. 2011-10)

Section 15. Record. A record of council meetings must be kept in a manner prescribed by the council rules. (Reso. No. 2011-10)

Chapter IV

LEGISLATIVE AUTHORITY

Section 16. Ordinances. The council will exercise its legislative authority by enacting ordinances. The enacting clause for all ordinances must state "The City of Molalla ordains:" (Reso. No. 2011-10)

Section 17. Ordinance Enactment.

- (a) Except as authorized by subsection (b), enactment of an ordinance requires approval by a majority of the council at two meetings.
- (b) The council may enact an ordinance at a single meeting by the unanimous approval of at least four members of the council, provided the proposed ordinance is available in writing to the public at least five days before the meeting.
- (c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council enacts the ordinance at that meeting.
- (d) After the adoption of an ordinance, the vote of each councilor must be entered into the council minutes.
- (e) After ordinance enactment, the city recorder must attest to the ordinance by name, title and date of enactment. (Reso. No. 2011-10)

Section 18. Effective Date of Ordinances. Ordinances normally take effect on the 30th day after enactment, or on a later day provided in the ordinance. An ordinance may take effect as soon as enacted or any other date less than 30 days after enactment if it contains an emergency clause. (Reso. No. 2011-10)

Chapter V

ADMINISTRATIVE AUTHORITY

Section 19. Resolutions. The council will normally exercise its administrative authority by adopting resolutions. The adopting clause for resolutions must state "The City of Molalla resolves:" (Reso. No. 2011-10)

Section 20. Resolution Adoption.

- (a) Adoption of a resolution or any other council administrative decision requires approval by the council at one meeting.
- (b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at that meeting.
- (c) After adoption of a resolution or other administrative decision, the vote of each councilor must be entered into the council minutes.
- (d) After adoption of a resolution, the city recorder must attest to the resolution by name, title and date of adoption. (Reso. No. 2011-10)

Section 21. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of adoption, or on a later date provided in the resolution. (Reso. No. 2011-10)

QUASI-JUDICIAL AUTHORITY

Chapter VI

QUASI-JUDICIAL AUTHORITY

Section 22. Orders. The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders must state "The City of Molalla orders:" (Reso. No. 2011-10)

Section 23. Order Approval.

- (a) Approval of an order or any other council quasi-judicial decision requires approval by the council at one meeting.
- (b) Any substantive amendment to a proposed order must be read aloud or made available in writing to the public at the meeting before the council approves the order.
- (c) After approval of an order or other council quasi-judicial decision, the vote of each councilor must be entered in the council minutes.
- (d) After approval of an order, the city recorder must attest to the order by name, title and date of adoption. (Reso. No. 2011-10)

Section 24. Effective Date. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later date provided in the order. (Reso. No. 2011-10)

Chapter VII

ELECTIONS

Section 25. Councilors. At each general election after the effective date of this charter, three councilors will be elected for four-year terms. The term of a councilor in office when this charter is adopted is the term for which the councilor was elected. (Reso. No. 2011-10)

Section 26. Mayor. At every other general election after the effective date of this charter, a mayor will be elected for a four-year term. The term of the mayor in office when this charter takes effect is the term for which the mayor was elected. (Reso. No. 2011-11; Reso. No. 2011-10)

Section 27. State Law. City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for city offices must be nonpartisan. (Reso. No. 2011-10)

Section 28. Qualifications.

- (a) The mayor and each councilor must be a qualified elector under state law, and reside within the city for at least one year immediately before election or appointment to office.
- (b) No person may be a candidate at a single election for more than one city office.

- (c) Neither the mayor nor a councilor may be employed by the city.
- (d) The council is the final judge of the election and qualifications of elected officials. (Reso. No. 2011-10)

Section 29. Nominations. The council must adopt an ordinance prescribing the manner for a person to be nominated to run for mayor or a councilor position. (Reso. No. 2011-10)

Section 30. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office. (Reso. No. 2011-10)

Section 31. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon, and the charter, ordinances and resolutions of the city. (Reso. No. 2011-10)

Section 32. Vacancies. The mayor or a councilor office becomes vacant:

- (a) Upon the incumbent's:
 - (1) Death;
 - (2) Adjudicated incompetence; or
 - (3) Recall from the office.
- (b) Upon declaration by the council after the incumbent's:
 - (1) Failure to qualify for the office within 10 days of the time the term of office is to begin;
 - (2) Absence from the city for 30 days without council consent, or from all council meetings within a 60-day period;
 - (3) Ceasing to reside in the city;
 - (4) Ceasing to be a qualified elector under state law;
 - (5) Conviction of a public offense punishable by loss of liberty;
 - (6) Resignation from the office; or
 - (7) Violation of Section 33(i) of this charter. (Reso. No. 2011-10)

Section 33. Filling Vacancies. A vacancy in the office of mayor or councilor will be filled by a majority of the remaining council members. The term of office for the appointee runs from appointment until expiration of the term of office of the last person elected to that office. If a disability prevents a council member from attending council meetings or a member is absent from the city, a majority of the consent of the council may appoint a councilor pro tem. (Reso. No. 2011-10)

Chapter VIII

APPOINTIVE OFFICERS

Section 34. City Manager.

- (a) The office of city manager is established as the administrative head of the city government. The manager is responsible to the mayor and council for the proper administration of city business. The manager will assist the mayor and council in the development of city policies and carry out policies set by ordinances and resolutions.
- (b) A majority of the council may appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience relating to local government management.
- (c) The manager is appointed for a definite or an indefinite term, and may be removed at any time by a majority of the council. The council must fill the office by appointment as soon as practicable after a vacancy occurs.
- (d) The manager must:
- (1) Countersign all orders on the city treasury;
 - (2) Ensure that an accurate record is kept of the city's proceedings;
 - (3) Ensure that all books, papers, records and other documents connected with business of the council, or which may be the property of the city are securely kept;
 - (4) Attend all council meetings unless excused by the mayor or council;
 - (5) Make reports and recommendations to the mayor and council about the needs of the city;
 - (6) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits, and other city decisions;
 - (7) Appoint, supervise, and remove city employees;
 - (8) Organize city departments and administrative structure;
 - (9) Prepare and administer the annual city budget;
 - (10) Administer city utilities and property;
 - (11) Encourage and support regional and intergovernmental cooperation;
 - (12) Promote cooperation among the council, staff and residents in developing city policies, and building a sense of community;
 - (13) Perform other duties as directed by the council; and
 - (14) Delegate duties, but remain responsible for acts of all subordinates.
- (e) The mayor and councilors may not directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business.
- (f) The manager has no authority over the council or over the judicial functions of the municipal judge.

(g) The manager and others designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.

(h) When the manager is temporarily disabled from acting as manager or when the office becomes vacant, the council must appoint a manager pro tem as prescribed by council rules. The manager pro tem has the authority and duties of manager, except that a manager pro tem may not appoint or remove employees without council approval

(i) The mayor and councilors may not directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business. (Reso. No. 2011-14; Reso. No. 2011-10)

Section 35. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the council may appoint and may remove the city attorney. (Reso. No. 2011-10)

Section 36. Municipal Court and Judge.

(a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the municipal court.

(b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

(c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

(d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by ordinances. The court also has jurisdiction under state law unless limited by city ordinance.

(e) The municipal judge may:

- (1) Render judgments and impose sanctions on persons and property;
- (2) Order the arrest of anyone accused of an offense against the city;
- (3) Commit to jail or admit to bail anyone accused of a city offense;
- (4) Issue and compel obedience to subpoenas;
- (5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
- (6) Penalize contempt of court;
- (7) Issue processes necessary to enforce judgments and orders of the court;
- (8) Issue search warrants; and
- (9) Perform other judicial and quasi-judicial functions assigned by ordinance.

(f) The council may appoint and may remove municipal judges pro tem.

PERSONNEL

(g) The council may transfer some or all of the functions of the municipal court to a state court. (Reso. No. 2011-10)

Chapter IX

PERSONNEL

Section 37. Personnel Rules. The council by resolution will adopt rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of city employees based on merit and fitness. (Reso. No. 2011-10)

Chapter X

ANNEXATIONS

Section 38. Annexations. Annexations of territory to the city that are initiated by property owners shall be approved by the voters in an election to be paid for by the property owners seeking annexation. (Reso. No. 2011-13)

Chapter XI

MISCELLANEOUS PROVISIONS

Section 39. Debt. City indebtedness may not exceed debt limits imposed by state law. A charter amendment is not required to authorize city indebtedness. (Reso. No. 2011-10)

Section 40. Ordinance Continuation. All ordinances, resolutions, orders and rules in force and consistent with this charter when it takes effect remain in effect until amended or repealed. (Reso. No. 2011-10)

Section 41. Repeal. All charter provisions adopted before this charter takes effect are repealed. (Reso. No. 2011-10)

Section 42. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other term of this charter. (Reso. No. 2011-10)

Section 43. Time of Effect. This charter takes effect January 1, 2011. (Reso. No. 2011-10)

CHARTER

CITY OF MOLALLA, OREGON

PREAMBLE

We, the people of the City of Molalla, Oregon, in order to avail ourselves of self-determination in municipal affairs to the fullest extent now or hereafter possible under the constitutions and laws of the United States and the State of Oregon through this Charter confer upon the City the following powers, subject it to the following restrictions, prescribed for it the following procedures and governmental structure, and repeal all previous charter provisions of the City.

CHAPTER I: NAME AND BOUNDARIES

Section 1. Title of Charter.

This charter may be referred to as the 1993 City of Molalla Charter.

Section 2. Name of City.

The City of Molalla, Clackamas County, Oregon, continues under this charter to be a municipal corporation with the name City of Molalla.

Section 3. Boundaries.

The City includes all territory within its boundaries as they now exist or hereafter are modified pursuant to state law. The custodian of the City's records shall keep an accurate, current description of the boundaries and make a copy of it available for public inspection in the City during regular City office hours.

CHAPTER II: CITY POWERS

Section 4. General Grant of Power.

The City of Molalla shall have all the rights, powers, privileges and immunities which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter expressly stated each of those rights, powers, privileges and immunities.

Section 5. Construction of Powers.

In this charter, no specification of power is exclusive or restricts authority that the City would have if the power were not specified. The charter shall be liberally construed, so that the City may exercise fully all its powers possible under this Charter and under United States and Oregon law. All powers are continuing unless a specific grant of power clearly indicates the contrary.

Section 6. Distribution of Powers.

Except as this charter prescribes other wise and as the Oregon Constitution reserves municipal legislative power to the voters of the City, all powers of the City are vested in the Council.

CHAPTER III: FORM OF GOVERNMENT

Section 7. Council.

The Council consists of a Mayor and six (6) Councilors nominated and elected from the City at large or, in case of one or more vacancies in the Council, the Council members whose offices are not vacant.

Section 8. Councilors.

The term of office of the six (6) Council members in office when this charter is adopted shall continue for the term of office for which each was elected. At the 1994 biennial general election one Councilor shall be elected for a two (2) year term. At the 1996 general election six (6) Councilors shall be elected. The three (3) members receiving the most votes shall serve for four (4) years. The three (3) remaining Councilors shall serve for two (2) years. Beginning at the 1998 biennial general election, any Councilor elected will serve for four (4) years.

Section 9. Mayor.

The term of office of the Mayor in office when this charter is adopted continues until January one of the first odd-numbered year after that time. At each subsequent biennial general election, a Mayor shall be elected for a two-year term.

Section 10. Terms of Office.

The term of office of an elective officer who is elected at a general election begins at the first Council meeting in January of the following year and continues until the successor to the office assumes the office.

Section 11. Other Offices.

Additional officers of the City shall be City Administrator and Municipal Court Judge and such other officers as the Council deems necessary. Each of these officers shall be appointed and may be removed by the Council. The Council may combine any two or more appointive City offices. The Council may designate any appointive officer to supervise any other appointive officer.

CHAPTER IV: COUNCIL

Section 12. Rules.

The Council shall, by ordinance, prescribe rules to govern its meetings and proceedings.

Section 13. Meetings.

The Council shall meet in the City regularly at least once a month at a time and place designated by Council's rules, and may meet at other times in accordance with the rules.

Section 14. Quorum.

A majority of the Council constitutes a quorum for its business, but a smaller [] of the Council may meet and compel attendance of absent Councilors as prescribed by Council rules.

Section 15. Record of Proceedings.

A record of Council proceedings shall be kept and authenticated in a manner prescribed by the Council.

Section 16. Mayor's Functions at Council Meetings.

- A. When present at Council meetings the Mayor shall:
 - 1. Preside over deliberations of the Council,
 - 2. Preserve order,
 - 3. Enforce Council rules, and
 - 4. Determine the order of business under the rules.
- B. Notwithstanding subsection (1) of this section, the Mayor may temporarily cease to chair a Council meeting and delegate the functions described in subsection(1) to another Council member.
- C. The Mayor is a voting member of the Council.

Section 17. Council President.

- A. At its first meeting after this charter takes effect and at its first meeting of each odd-numbered year, the Council shall appoint a Council President from its Councilors.
- B. The president shall function as Mayor when the Mayor is:
 - 1. Absent from a Council meeting, or
 - 2. Unable to function as Mayor.

Section 18. Vote Required.

Except as this charter prescribe otherwise, the express concurrence of a majority of the Council members present and constituting a quorum is necessary to decide a question before the Council.

Section 19. Vacancies: Occurrence.

The office of a member of the Council becomes vacant:

- A. Upon the incumbent's:
 - 1. Death,
 - 2. Adjudicated incompetence, or
 - 3. Recall from the office; or
- B. Upon declaration by the Council of the vacancy in case of the incumbent's:
 - 1. Failure, following election or appointment to the office, to qualify for the office within ten (10) days after the time the term of office begins,
 - 2. Absence from the City for more than thirty (30) days without the Council's consent or from all meetings of the Council within a 60-day period without the Council's consent,

3. Ceasing to reside in the City,
4. Ceasing to be a qualified elector under state law,
5. Conviction of a felony or any crime of moral turpitude, or
6. Resignation from the office.

Section 20. Vacancies: Filling.

A vacancy in the Council shall be filled by appointment by a majority of the Council. The appointee's term of office runs from the time of appointment to the office and until expiration of the term of the predecessor who had left the office vacant. During a Council member's disability to serve on the Council during a member's absence from the City, a majority of the other Council members may by appointment fill the vacancy pro tem.

CHAPTER V: POWERS AND DUTIES OF OFFICERS

Section 21. Mayor.

- A. The Mayor shall appoint:
 1. Members of committees established by Council rules and
 2. Other persons required by the Council to be so appointed.
- B. The Mayor shall sign all records of proceedings approved by the Council.
- C. The Mayor has no veto power and shall sign all ordinances and resolutions adopted by the Council within three (3) days of their passage.
- D. The Mayor or the Council president or one Council member in the mayor's absence) shall sign all orders on the City treasury.

Section 22. City Administrator.

- A. Qualifications. The City Administrator shall be appointed by the Council without regard to political considerations and solely with reference to executive and administrative qualifications.
- B. Term. The Administrator shall be appointed for an indefinite term and may be removed at the pleasure of the Council.
- C. Powers-and Duties. The powers and duties of the Administrator shall be as follows:
 1. Supervise and direct the operations of the City, through appropriate department heads; provide policy and program guidance and interpretation to the departments of the City and recommend policy changes and programs to the Council; compile and administer the budget and provide financial guidance to the Council and other departments; represent the City to other agencies, groups and the media.
 2. Ensure that all monies that come to the City by taxation or otherwise are managed under sound financial principals.
 3. Countersign all orders on the City treasury.
 4. Ensure that an accurate record is kept of the City's proceedings.
 5. Ensure that all books, papers, records and other documents connected with business of the Council, or which may be the property of the City are securely kept.
 6. Perform other duties inherent to the position of City Administrator as responsibilities necessitate, and as directed by the Council.

Section 23. Municipal Court and Judge.

- A. The Municipal Court Judge shall hold within the City as necessary a court known as the Municipal Court for the City of Molalla, Clackamas County, Oregon.
- B. Except as this charter or City ordinance prescribes to the contrary, proceedings of the court shall conform to general laws of this state governing justices of the peace and justice courts.
- C. All areas within the City and, to the extent provided by state law, areas outside the City are within the territorial jurisdiction of the court.
- D. The Municipal Court has original jurisdiction over every offense that an ordinance of the City makes punishable. The court may enforce forfeitures and other penalties that such ordinances prescribe.
- E. The Municipal Court Judge may:
 1. Render judgments and, for enforcing them, impose sanctions on persons and property within the court's territorial jurisdiction;
 2. Order the arrest of anyone accused of an offense against the City;
 3. Commit to jail or admit to bail anyone accused of such an offense;
 4. Issue and compel obedience to subpoenas;
 5. Compel witnesses to appear and testify and jurors to serve in the trial of matters before the court;
 6. Penalize contempt of court;
 7. Issue process necessary to effectuate judgments and orders of the court;
 8. Issue search warrants; and,
 9. Perform other judicial and quasi-judicial functions prescribed by ordinance.

- F. The Council may authorize the Municipal Court Judge to appoint Municipal Court Judges pro tem for terms of office set by the Judge or the Council.
- D. Notwithstanding this section, the Council may transfer some or all of the functions of the Municipal Court to an appropriate state court.

CHAPTER VI: PERSONNEL

Section 27. Qualifications.

- A. An elective City officer shall be a qualified elector under the state constitution and shall have resided in the City during the twelve months immediately before taking office. In this subsection "City" means area inside the City limits at the time of the election or appointment.
- B. No person may be a candidate at a single election for more than one elective City office.
- C. An elective officer may be employed in a City position that is substantially volunteer in nature. Whether the position is so may be decided by the Municipal Court or in some other manner, whichever the Council prescribes.
- D. Except as subsection (C) of this section provides to the contrary, the Council is the final judge of the election and qualifications of its members.

Section 28. Compensation.

The Council shall prescribe the compensation of City officers. The Council may prescribe a plan for reimbursing City personnel for expenses that they incur in serving the City.

Section 29. Merit System.

Subject to all collective bargaining agreements between the City and one or more groups of its employees, the Council shall prescribe rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of City employees, all of which shall be based on merit and fitness.

Section 31. Oath.

Before assuming City office, an officer shall take an oath or shall affirm that he or she will faithfully perform the duties of the office and support the constitution and laws of the United States and of the State of Oregon.

CHAPTER VII: ELECTIONS

Section 32. State Law.

Except as this charter or a City ordinance prescribes to the contrary, a City election shall conform to state law applicable to the election.

Section 33. Nominations.

A person may be nominated in a manner prescribed by general ordinance to run for an elective office of the City.

CHAPTER VIII: ORDINANCES

Section 34. Ordaining Clause.

The ordaining clause of an ordinance shall be "The City of Molalla ordains as follows".

Section 35. Adoption by Council.

- A. Every ordinance shall fully and distinctly read in open Council meeting on two different days prior to final passage. However, by the unanimous consent of those Council members present, any ordinance may be at one meeting read once in full and once by title and voted upon.
- B. A reading of an ordinance may be by title only, if:
 - 1. No Council member present at the reading requests that the ordinance be read in full, or;
 - 2. At least one (1) week before the reading:
 - a. A copy of the ordinance is provided for each Council member;
 - b. Three (3) copies of the ordinance are available for public inspection in the office of the custodian of City records; and,
 - c. Notice of its availability is given by written notice posted at the City Hall and other public places in the City.
- C. An ordinance read by title only has no legal effect if it differs substantially from the version that was posted unless each section so differing is read fully and distinctly in open Council meeting before adoption.
- D. Upon the adoption of an ordinance, the ayes and nays of the Council members shall be entered in the record of Council proceedings.
- E. After adoption of an ordinance, the custodian of City records shall endorse it with its date of adoption and the endorser's name and title of office.

Section 36. Effective Date.

A nonemergency ordinance takes effect on the thirtieth (30th) day after its adoption or on such later day as the ordinance prescribes. An ordinance adopted to meet an emergency may take effect as soon as adopted.

CHAPTER IX: MISCELLANEOUS PROVISIONS

Section 39. Debt.

The City's indebtedness may not exceed debt limits imposed by state law. A City officer or employee who created or officially approves indebtedness in excess of this limitation is jointly and severally liable for the excess. A charter amendment is not required to authorize the City indebtedness.

Section 40. Continuation of Ordinances.

All ordinances of the City consistent with this charter and in enforce when it takes effect shall remain in effect until amended or appealed.

Section 41. Repeal.

All charter provisions adopted before this charter takes effect are hereby repealed.

Section 42. Severability.

The terms of this charter are severable. If a part of the charter is held invalid, that invalidity does not effect another part of the charter, except at the logical relation between the two parts requires.

Section 43. Time of Effect.

This charter takes effect January 1, 1993.



City of Molalla

City Manager Report

July 25, 2012 Council Meeting

Administration and Finance

Forensic Financial Investigation Update

On July 20, 2012 the City Manager had a conference call with Tiffany Couch, the forensic accountant, and Chad Jacobs, City Attorney to clarify direction for next steps to resolve the SDC issue. Ms. Couch will meet with the City Manager and City's Finance Director early the week of July 23, 2012 to reconcile findings.

Audit Field Visit

The City's contracted auditors, Oster Professional Group, were on site July 16 – 19th conducting their preliminary review of city financial operations for FY 2011/12.

Elections

The City Recorder has been fielding lots of questions and inquiries regarding filings for the upcoming election. Authorizations to circulate have been given to the following individuals:

- Debbie Rogge – Mayor
- Jim Needham – Mayor
- Donna Dave – Councilor
- Chris Cook – Councilor
- Jimmy Thompson – Councilor

The City Recorder also has been involved in a referral process and timeline for upcoming property annexation.

Small Claims Trial

The small claims claim against the City demanding \$10,000 in restitution for alleged sewer damage to property was dismissed by the plaintiff.

Insurance Claim for Faithful Performance of Duty

The City's claim for damages under its excess crime coverage provisions for faithful performance of duty was denied by CIS. According to CIS, "The city spent SDC funds on city projects and obligations that were not authorized by the laws regarding SDC expenditures. This however did not cause a direct loss to the city because the expenditures were for legitimate city expenses. Therefore, there is no coverage for this loss under the Trust Agreement."

City Recorder Earns MMC Designation

Sadie Cramer, Molalla's City Recorder has fulfilled all requirements and has earned her Master Municipal Clerk (MMC) certification from the International Institute of municipal Clerks. The MMC program is an advanced continuing education program that prepares participants to perform complex municipal duties. The program has an extensive and rigorous educational component and a professional and social contribution component. The MMC applicant must demonstrate that they have actively pursued education and professional activities.

Violence in the Workplace Training

City of Molalla staff will attend violence in the workplace training on Wednesday, August 8, 2012. A representative from CIS will conduct the training to improve workplace safety. Four sessions will be available to allow various departments to rotate staff.

Ethics Training

City staff is working to coordinate mandatory ethics training for all city employees. Ethics training will be conducted by staff from the Oregon Ethics Commission.

Emergency Management

Natural Hazard Mitigation Plan Update

Clackamas County Department of Emergency Management is in the process of updating their Natural Hazard Mitigation Plans. An ad-hoc natural hazards mitigation plan committee met with the County representative to review and make recommendations for updating the City's natural hazard mitigation plan, which is an addendum to the County's plan. Soon the city will receive the revised document to finalize. The final document then is submitted to FEMA for approval.

Planning Services

Vest LUBA Hearing

The LUBA hearing on the Vest proposal for mixed-use development on the property between Hart and Shaver Streets was held at 11:00 am in Salem on July 12. The City Manager accompanied Mr. Chris Green, who represented the City as the City Attorney. Few questions were asked by the LUBA referees. The final decision from LUBA is expected August 24, 2012.

Annexation

The City Manager has been working with the City's planner at Clackamas County to process an annexation request and zone/plan change for an expansion project of Stone Place Apartments.

Police Services

Buckeroo Follow-up

The Buckeroo week came and went without any serious issues.

July 4th Parade and Freedom Run

The July 4th parade went very smoothly and the inaugural Freedom 5K run went off with good success and excellent reviews. The Police Department received a \$500 refund from the run organizers to cover extra expenses incurred by the new event.

For the parade and run and for Friday night (July 6), Sandy Police Department sent officers to help our PD with our events. The Molalla PD reciprocated by sending officers to Sandy for their Mountain Festival Parade on Thursday, July 14th. The joint venture between the departments proved very beneficial for both communities, as well as fostering excellent comradery between the agencies.

Public Works

Kennel Avenue Improvements

Contractors for the improvements along Kennel Avenue will mobilize their equipment July 21 – 22 with plans to begin construction the week of July 23. Kennel Avenue will be closed to through traffic the entire week, allowing local access and access for emergency vehicles only. The project involves installation of large diameter culverts, water main replacement and street widening. Substantial completion is anticipated seven weeks from July 23. Project completion is scheduled for mid September. The Public Works Director has visited with residents along Kennel Avenue to inform them of anticipated project scheduling.

Fire at Ivor Davies Park

Public works crews were called to and put out a fire at Ivor Davies Park. The fire started from an abandon transient camp. MFD came in and finished out the job.

Remote Meter Read

Public works crews have been working on a city-wide remote read meter install.

Internship Possibilities

Waste water treatment plant operators are in dialogue with Portland Community College to establish an internship program between Molalla WWTP and the college. The internship will provide experiential learning opportunities for community college students studying for careers in utility operations.

Quote of the week....

To give real service you must add something which cannot be bought or measured with money, and that is sincerity and integrity.

- Douglas Adams