



**CITY OF MOLALLA
CITY COUNCIL REGULAR MEETING
AGENDA**

Civic Center | 315 Kennel Avenue
Wednesday, December 11, 2024 | 7:00 PM

NOTICE: City Council will hold this meeting in-person and through video Live-Streaming on the City's Facebook Page and YouTube Channel. Written comments may be delivered to City Hall or emailed to recorder@cityofmolalla.com. Submissions must be received by 12:00 p.m. the day of the meeting.

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- 1. CALL TO ORDER AND FLAG SALUTE**
- 2. ROLL CALL**
- 3. CONSENT AGENDA**
 - A. Work Session Meeting Minutes - November 13, 2024
 - B. City Council Meeting Minutes - November 13, 2024
 - C. Joint City Council & Planning Commission Meeting Minutes - November 20, 2024
 - D. [Sundowner Bar & Grill - OLCC License Update](#)
- 4. PUBLIC COMMENT**
- 5. PUBLIC HEARINGS**
- 6. ORDINANCES AND RESOLUTIONS**
 - A. [Resolution No. 2024-24: Adopting a Master Fee Schedule and Repealing All Prior, Conflicting Fee Resolutions \(Chauran\)](#)
 - B. [Resolution No. 2024-25: Certifying the Results of the November 5, 2024 General Election \(Teets\)](#)
- 7. GENERAL BUSINESS**
 - A. [Planning Commission Reappointments \(Teets\)](#)
 - B. [Draft Lease Agreements for Fox Park & Molalla Public Library \(Huff\)](#)
 - C. [Additional FTE: Associate Planner Position \(Huff\)](#)
 - D. [Molalla Municipal Code Update - Chapter 2.17, Community Program Committees \(Huff/Teets\)](#)
 - E. [Goal Setting Conference/Strategic Planning Session \(Keyser/Huff\)](#)
- 8. STAFF REPORTS**
 - A. [Budget Committee & Library Board Vacancies \(Teets\)](#)
 - B. [League of Oregon Cities Elected Essentials Training - February 5, 2025 \(Teets\)](#)
 - C. [Molalla Staff Presentation Materials - MRSD Work Session, November 21, 2024 \(Teets\)](#)
 - D. [Pavement Condition Index \(PCI\) Program \(Corthell\)](#)
- 9. PRESENTATIONS, PROCLAMATIONS, CEREMONIES**
 - A. [Honoring Council President Newland](#)
- 10. STAFF & COUNCIL COMMUNICATION**
- 11. ADJOURN**



City of Molalla
 City Council – Work Session
 Minutes – November 13, 2024
 Molalla Civic Center | 315 Kennel Ave. | Molalla, OR

CALL TO ORDER

The Molalla City Council Work Session of November 13, 2024 was called to order by Mayor Scott Keyser at 6:30pm.

COUNCIL ATTENDANCE

Mayor Scott Keyser, Council President Jody Newland (via phone call), Councilor Leota Childress, Councilor Terry Shankle, Councilor Eric Vermillion, Councilor RaeLynn Botsford, and Councilor Darci Lightner.

STAFF IN ATTENDANCE

City Manager, Dan Huff; Assistant City Manager, Mac Corthell; City Recorder, Christie Teets; Community Development Technician, Jessica Wirth

DISCUSSION ITEMS

A. Farmstands as Home Occupations - Molalla Municipal Code

Assistant City Manager Mr. Corthell read the staff report to the City Council, summarizing that the Oregon Revised Statutes and Administrative Rules allow exceptions for Farm Direct sales and Cottage Kitchens, creating a separate regulatory scheme for these types of operations. However, the Molalla Municipal Code does not permit Farmstands as Home Occupations or allow Cottage Kitchens to sell on-site. Currently, there is at least one Farmstand operating on a residential property, but it is in violation of the city's code, despite being exempt under state law.

Assistant City Manager Corthell went on to briefly note a few City Code provisions that restrict home occupation uses, particularly focusing on the exemptions provided by Oregon Revised Statutes (ORS) for farm direct sales and cottage kitchens. While these exemptions allow producers to sell farm products without needing a business license, the City's Development Code does not align with this. The City Code restricts activities like retail sales on-site and visible storage of products. Mr. Corthell explained that staff had noticed this disconnect and requested guidance from the Council before proceeding further. No additional work was done, aside from research, as staff is waiting for direction from Council. Mr. Corthell shared his confidence that, based on his brief review of the relevant statutes, it may be possible to create a regulatory framework that could authorize farm direct sales and cottage kitchens in the City.

The City Council reached a consensus to direct staff to proceed with drafting the necessary regulatory changes and begin discussion process at future follow-up work sessions, to be scheduled, to refine provisions. Enforcement actions against any existing farm stand operations would be suspended until the Council has finalized the new regulations.

ADJOURN

Mayor Keyser adjourned the Work Session at 6:40pm.

[For the complete video account of the Work Session, please go to YouTube
 “Molalla City Council Work Session – November 13, 2024 ”](#)

 Scott Keyser, Mayor

PREPARED BY:

 Crystal Robles, Records Specialist

ATTEST:

 Christie Teets, CMC, City Recorder



City of Molalla
City Council - Regular Meeting
Minutes – November 13, 2024
Molalla Civic Center | 315 Kennel Ave. | Molalla, OR

CALL TO ORDER

The Molalla City Council Meeting of November 13, 2024 was called to order by Mayor Scott Keyser at 7:00pm.

COUNCIL ATTENDANCE

Present: Council President Jody Newland (via phone call), Councilor Leota Childress, Councilor Terry Shankle, Councilor Eric Vermillion, Councilor RaeLynn Botsford, and Councilor Darci Lightner, Mayor Scott Keyser

STAFF IN ATTENDANCE

Dan Huff, City Manager; Mac Corthell, Assistant City Manager; Christie Teets, City Recorder.

APPROVAL OF AGENDA

Approved as presented.

CONSENT AGENDA

Work Session Meeting Minutes – October 23, 2024

ACTION:

Councilor Botsford moved to approve the Consent Agenda; Councilor Vermillion seconded. Motion passed 7-0.

AYES: Vermillion, Shankle, Childress, Newland, Botsford, Lightner, Keyser

NAYS: None.

ABSENTIONS: None.

PRESENTATIONS, PROCLAMATIONS, CEREMONIES

None.

PUBLIC COMMENT

Katie Riggs, Unincorporated Clackamas County: expressed both admiration and disappointment, she acknowledged the Council's dedication and voiced concern regarding transparency issues involving the City and the Molalla River School District. Katie urged the City Council and School Board to set aside differences, work together, and rebuild trust.

Carissa Ross, Molalla: expressed gratitude to the City Council and Staff for responsiveness to emails regarding Farm Stand Code Language and appreciated the open communication. She thanked Council for handling the matter considerately and without conflict. She emphasized the importance of preserving the rural, small-town atmosphere where local farming activities, like farm stands and small-scale farming, are valued.

City Recorder Teets noted she received a few comments via email, she would not be read into record, however, reflect email in final packet. Councilor Childress pointed out that while Christie mentioned receiving three emails, the Council had actually received many more, possibly up to 20 emails. City Manager Huff requested a councilor forward emails to the City Recorder. (Emails will be provided in the Meeting Minutes related to this meeting.)

PUBLIC HEARINGS

None.

ORDINANCES AND RESOLUTIONS

A. Resolution No. 2024-23: Updating Public Contracting Rules (Corthell)

Assistant City Manager Corthell provided a brief update noting the City is updating its Public Contracting rules to align with changes in State Law. He noted the Oregon Legislature passed SB1047 in April 2024, which raised the procurement

threshold for Public Contracting. This resolution will update the City's policy to ensure it is consistent with the new State spending limits and requirements.

ACTION:

Councilor Vermillion moved the Molalla City Council adopt Resolution No. 2024-23, a Resolution of the City of Molalla Updating Public Contracting Rules; Councilor Childress seconded. Motion passed 7-0.

AYES: Lightner, Botsford, Newland, Childress, Shankle, Vermillion, Keyser

NAYS: None.

ABSENTIONS: None.

GENERAL BUSINESS

A. Molalla River School District – Negotiation Update

City Manager Huff, shared that he and Assistant City Manager, Corthell, had productive meetings with representatives from the School District. The discussions focused on addressing the issue that the City had been trying to resolve since June 2024. He expressed fulfillment with the positive dialogue and believes the meetings have put them on the right path to solving a significant community challenge. Mr. Huff is pleased the School District is now actively engaging discussions.

STAFF COMMUNICATION

City Recorder Teets provided election update, congratulated Mayor Keyser and Councilor Vermillion on their re-election to the City Council. Although official results from Clackamas County have not yet been certified, it appears that Doug Gilmer will also join the Council. The next unofficial results will be posted on November 19, with the Final Results expected by November 27th. The final canvassing of the election will take place at the December 11th City Council Meeting. Ms. Teets reminded Council of January 11th Goal Setting. Additionally, stating the City will present reappointments for the Planning Commission and Budget Committee at the December 11th meeting. Recorder Teets mentioned opening on the Planning Commission.

Assistant City Manager Corthell provided numerous updates, first reminding everyone of Joint City Council and Planning Commission Meeting on November 20th and sharing the near-final draft of the Parks Master Plan, discussed the Pavement Condition Index for street repairs, Strawberry Park closure from November 25-27th for the installation of a drinking fountain. Mr. Corthell also noted the Wastewater Treatment Plant Project is moving forward, with construction set to begin after receiving Erosion Control Permits. The intake pre-design project for a secondary water source is on schedule, grants are being pursued to fund construction. Finally, regarding crosswalks, the City will replace the non-compliant crosswalk at Francis Street with a modern, compliant version by mid-2025, and in the interim suggested a nearby crosswalk to provide a safe alternative.

City Manager Huff shared his gratitude for all the work done for the Wastewater Treatment Facility, noting it has been a long 8 - 10-year process.

COUNCIL COMMUNICATION

- **Councilor Vermillion:** Thanked everyone who voted, especially those who supported him, noting it was very humbling. He shared excitement for the next four years to continue making Molalla a better place while preserving its small-town charm.
- **Councilor Botsford:** reminded everyone about the Chamber of Commerce networking meeting at 8 AM at the Fire Station; she invited people to help decorate the tree for the lighting ceremony on the first Saturday of December. She also mentioned the opportunity to sponsor large Christmas decoration ornaments, with applications available through the Chamber.
- **Councilor Shankle:** announced the Swimming Pool would be closed on November 28th and 29th; while on November 30th, the pool will host an Inflatable Swim event, and informed the High School Swim Season would begin soon.
- **Councilor Childress:** thanked the audience and those who emailed regarding the farm stand issue, emphasizing how important it is for the community to voice their concerns. She shared information about the annual Christmas Carol event at Fox Park on December 14 at 6 PM. Councilor Childress informed the 2018-2019 Visioning Plan, is currently being re-assessed as it is a good time to evaluate progress and gather feedback from

residents. Library Director, Diana Hadley and Assistant, Beka Murcay are leading efforts to develop a new survey for community input.

City Manager Huff added the survey for the Visioning Plan update may not be ready in time for the Council's Goal-Setting due to the holiday season. The survey might not be open long enough to gather meaningful results by January 11th, suggested Council would need to revisit the issue after receiving the survey feedback.

- **Council President Newland:** provided update on the Parks CPC, noting their next meeting would be rescheduled to Thursday, November 21, at 5:30 p.m. at City Hall. She highlighted an upcoming Sign Painting class on December 8 at 2 p.m. at the Library.
- **Mayor Scott Keyser:** voiced gratitude for his re-election and thanked the community for their support, shared special thanks to City staff, particularly City Recorder Teets, for her hard work during the elections. Mayor mentioned rumors about new street light issues, *Mr. Corthell provided brief response.* Mayor Keyser went on to share that at a recent C4 Meeting, Assistant City Manager Corthell provided an insightful presentation regarding the State's Housing Strategy and potential impacts on local communities.

RECESS INTO EXECUTIVE SESSION

Mayor Keyser made an announcement noting the regular City Council Meeting would recess into Executive Session at 7:53pm, held pursuant to Oregon Public Record Law, ORS 192.660(2): (e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

RECONVENE REGULAR SESSION

Mayor Keyser reconvened Regular Session at 8:49pm.

Mayor Keyser accounced during the Executive Session, the City Council reached a concensus to direct City Manager Huff, to work with the City Attorney to develop two 50-year leases with the Molalla River School District (MRSD): one lease for Fox Park and one for the Molalla Public Library. It is the City's understanding from MRSD that within 24 months, the District will engage with the City to discuss potential property sale options, longer-term lease terms, and possible library expansion options, if any.

Based on statement made, Mayor Keyser asked for a Motion to authorize the City Manager to negotiate and complete the lease documents.

ACTION:

Councilor Vermillion moved the Molalla City Council to authorize the City Manager to execute the real estate transaction discussion; Councilor Shankle seconded. Motion passed 7-0.

AYES: Vermillion, Shankle, Childress, Newland, Botsford, Lightner, Keyser

NAYS: None.

ABSENTIONS: None.

ADJOURN

Mayor Keyser adjourned the City Council meeting at 8:50pm.

[For the complete video account of the City Council Meeting, please go to YouTube "Molalla City Council Meetings – November 13, 2024"](#)

Scott Keyser, Mayor

PREPARED BY:

ATTEST:

Crystal Robles, Records Specialist

Christie Teets, CMC, City Recorder

Meeting Minute Attachments:

- Public Comment submitted regarding Farm Stands related to Molalla Municipal Code

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #1 Farm Stand Email
Date: Monday, November 18, 2024 2:28:58 PM

#1

From: Emily Garland <emgarland86@gmail.com>
Sent: Wednesday, November 13, 2024 4:43 PM
To: Scott Keyser; Jody Newland; Terry Shankle
Subject: Heifer stand

Molalla city council,

“I’d like to shed some light on the recent concerns raised about our local farm stand, which a neighbor has set up in their yard. When I first saw it, I felt a sense of joy—it brought back the classic, small-town feel that makes Molalla so special. Given the challenges of today’s economy, we should be supporting our neighbors who are finding creative ways to make ends meet beyond the typical 9-to-5, which often isn’t enough to get by. These small farm stands are popular, and many in the community appreciate them. Those who choose to buy from these stands do so knowingly, understanding any risks involved. We’re all adults, capable of making our own choices. It’s important to remember that we live in a country built on freedom, and we shouldn’t over-regulate our neighbors’ honest efforts to contribute to the local economy.”

Thank you for your time
Local resident Emily Garland
[503-438-8895](tel:503-438-8895)
Emgarland86@gmail.com

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #2 Farm Stand Email
Date: Monday, November 18, 2024 2:30:13 PM

#2

From: Dax Imber <daxhimself@gmail.com>
Sent: Wednesday, November 13, 2024 1:18 PM
To: Scott Keyser; Jody Newland; Ichildress@cityofmolalla.com; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Subject: Farm stands meeting

Good afternoon,

I have been made aware of the meeting that will take place today and I just wanted to write in support of these small farm stands.

I live in Battleground, WA about an hour north of Molalla. On multiple occasions I have made the drive to visit a friends farmstand there and seen what a positive and honestly wonderful addition it is to the neighborhood.

In my hometown we have local farmers with farmstands at the end of their driveways and it is a normal thing to see someone standing there selling baked goods, honey, etc. Our town loves it.

I have been coming to molalla for decades when I drove for medical transportation, and I would have thought surely your town would welcome stands such as these given the rural feel and the amount of local farms. I do hope after your meeting you choose to change the language of your local codes to allow these. My friends stand in particular is very nicely displayed, clean, and monitored. I would be deeply saddened to see the city stifle the efforts made to bring a positive local shopping experience to the area.

Thank you for your time.

Dax Imber

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #3 Farm Stand Email
Date: Monday, November 18, 2024 2:30:45 PM

#3

From: Nadia Preuitt <preuitt.nadia@gmail.com>
Sent: Wednesday, November 13, 2024 8:41 AM
To: Rae-Lynn Botsford; Eric Vermillion; Terry Shankle; Leota Childress; Jody Newland; Scott Keyser
Subject: Four Heifers Farmstand

Good morning,

With today being the day for council meeting and a decision on the future of farm stands operating in town being decided, I'd love to say hello and introduce myself. My name is Nadia, I've lived off and on in molalla for over a decade, I have friends in the community as well as family. My best friend (Lindsey) and I have had a few thoughts, ideas and discussion on what we want to do while still being able to remain home with our children. And one day, the idea of a farm stand was born.

We didn't know where to start or what we would do or how the community would feel. But we went for it, with Deanna, who is my boyfriend's mother, and hers, best friends dating brothers! We saw an opportunity to bring fresh produce, fresh bread, and some sweet goodies, to the community we all know and love. And the community has been so incredibly kind to us. It was also an opportunity to do something with our mother-in-law. And it's brought us all closer together.

Carissa joined our stand shortly after opening and it's allowed me to get to know her and her family more. And we absolutely love them!

Molalla has always been a farming town, a community that supports and helps each other, a community that gives back. This stand has taught us so much, expanded our circle, let us meet the neighbors, get to know the community and has just been such a fun experience that we hope to continue to have.

Thank you for your time!

Best Regards,

Nadia

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #4 Farm Stand Email
Date: Monday, November 18, 2024 2:31:20 PM

#4

From: shanna gowey <sagowey@gmail.com>
Sent: Tuesday, November 12, 2024 5:18 PM
To: Jody Newland
Subject: Farm stands

Please allow the farm stands in the city to continue. My family enjoys going to them and I like to support them. I think they are good for the community.

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #5 Farm Stand Email
Date: Monday, November 18, 2024 2:31:57 PM

#5

From: Paige Prendergast <paige@lantz-construction.com>
Sent: Tuesday, November 12, 2024 3:32 PM
To: Scott Keyser; Jody Newland; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Subject: Support Our Farm Stands

Hello - I am writing to show my strong support and love for our local farm stands. We buy all of our eggs and bread at Molalla farm stands. I truly believe these small businesses supply much healthier products than grocery stores and I know that every dollar we spend at these stands goes straight in the pockets of our community.

It would be such a shame to live in a rural area and have these traditions of local farmers getting to sell their goods to citizens banned. Small businesses like farm stands make up the fabric our local culture.

Please help keep these farm stands open!

Feel free to contact me with any questions.

Thank you,
Paige Lantz
32951 S Wilhoit Rd
Molalla, OR 97038
[503-318-6228](tel:503-318-6228)

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #6 Farm Stand Email
Date: Monday, November 18, 2024 2:32:32 PM

#6

From: Baking Biddies <bakingbiddies3@gmail.com>
Sent: Tuesday, November 12, 2024 10:12 AM
To: Darci Lightner; Ichildress@cityofmolalla.com; Eric Vermillion; Jody Newland; Rae-Lynn Botsford; Scott Keyser; Terry Shankle
Subject: Farm stand city council meeting November 13th

To whom it may concern,

We are the baking biddies, 3 stay at home moms that have a passion for baking and sharing goods with our loved ones. When we contacted the city about opening our stand we were told that it was fine as long as we made under \$2,000 a year and if we exceeded the \$2,000 we would have to obtain a business license through the city. We knew we wouldn't exceed or meet that this year so we held off until the beginning of the year when we planned to obtain the licensing. But were told as long as we were compliant with cottage laws we were fine. So we moved forward with opening our stand. We all obtained our food handlers licenses and comply with food prep regulations.

Over the past few weeks we have enjoyed getting to know the community, and hearing amazing feedback about the products we offer. So many of our customers are trying to eliminate a lot of preservatives that store bought options have in them. Not only that we have a families that come and purchase our items as treats after sporting events, for their movies nights, or just as a treat on their daily walk.

We support a local high school entrepreneur who makes freeze dried candy that we offer in our stand. In addition we also offer a small book exchange basket where we have had community members donate books and others take books.

We feel that we provide a positive experience to this community by having our stand, and sharing our love and passion for baking and all things crafts. We have been shown so much love by the community and would love to continue to offer our goods and continue to build an even better relationship with the customers moving forward.

We feel because we are following all state laws that we should be allowed to continue. We understand that the City wants to make sure that these stands are following a positive standard that aligns with the vision of the city and we here at Baking Biddies feel like we align with the same values. Please take this into consideration as you move forward with your choice of lifting the prohibition of farm stands in the city.

Sincerely

Baking Biddies

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #7 Farm Stand Email
Date: Monday, November 18, 2024 2:33:08 PM

#7

From: charpennie@comcast.net <charpennie@comcast.net>
Sent: Tuesday, November 12, 2024 8:39 AM
To: Christie Teets
Cc: Rae-Lynn Botsford; Leota Childress; Scott Keyser; Jody Newland; Terry Shankle; Eric Vermillion
Subject: Farmstands as Home Occupations

Dear City Council,
Here is my testimony that I wish to read at the upcoming City Council Meeting.

I think it's unreasonable to expect a small cottage business to be able to afford city and/or state required business fees & licensing for something as small as a roadside stand. I believe that our City Code should exempt these types of businesses from over regulation. They are a welcome addition to a neighborhood and create a wonderful place to pick up something unexpected. Many much larger businesses are leaving our state because of the exorbitant requirements put on them. Amend the code to fit Molalla; a small community of lower income people. It's time to get back to the basics and think of the hard-working people in this town instead of the taxes and fees that the state imposes on us just to increase their revenue. Allowing this business to continue operating takes nothing out of the city's budget. However, current code does create a hostile environment for new small businesses and bad press for the city. This feels like a money grab to me. Why not encourage small roadside cottage businesses instead of discouraging them? What does the city gain by enforcing codes on these small businesses? If you must make a code regarding roadside stands, make it viable for these small businesses by having standards of appearance. Not imposing more fees and licensing. The path to become a viable business is to first build a business that has sufficient income to support the cost of leasing retail space. This cost would encompass the fees and impose the regulations of a full-fledged business which is far beyond what this small roadside stand is incapable of producing at this time.

Char Pennie
[503-358-2032](tel:503-358-2032)

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #8 Farm Stand Email
Date: Monday, November 18, 2024 2:34:06 PM

#8

From: Paaty <paaty@aol.com>
Sent: Tuesday, November 12, 2024 8:31 AM
To: paaty; Scott Keyser; lchildress@cityofmolalla.com; Terry Shankle
Cc: Eric Vermillion; Rae-Lynn Botsford; Darci Lightner; Jody Newland
Subject: Farmstands and Cottage Kitchens

Good morning everyone,

I understand there has been some concerns regarding on site farm stands and cottage kitchens.

Please do not take this away from our community.

Let them go on as they are.

The Farm-stand we use most, is The Four Heifers Farm-stand, located at 508 Ridings Avenue, in Molalla. If you have not been there before, I encourage you to swing by and check it out. They offer their baked goods along with homemade goodies and fresh produce on a donation basis.

I, along with several of our friends, thoroughly enjoy being able to get baked goods and fresh produce.

Not only is it healthier, but I feel better giving back to the community instead of the big corporations.

Please keep it simple for these friends and neighbors of ours. Don't make it difficult for the small homeowners with red tape and fees.

They are proving a great service to our community.

Thank you for listening.

Sincerely,

Patty Nichols
[503-319-9040](tel:503-319-9040)

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #9 Farm Stand Email
Date: Monday, November 18, 2024 2:34:39 PM

#9

From: Nicholas Evans <nevanspaintco@yahoo.com>
Sent: Monday, November 11, 2024 6:42 PM
To: Scott Keyser; Jody Newland; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Subject: Farm stands as Home Occupations- Molalla Municipal Court

It's called a community, but we can't build close relationships with people in it and if there is a need we can't meet it. Why do they call it a neighbor or neighborhood if we can't be neighborly and help when there is a need or grow when there is a group that can bless and provide help?

Some people in the community are creative, self motivated, have a servants heart and want to help people and grow a tight knit community or neighborhood. In today's age that should be promoted, blessed, encouraged, motivated and desired from our city officials. With so much bad all around us why stomp out what little good is created in the mist of the crazy politics, gender confusion, danger to our young children and elderly.

People work hard, pay taxes and just want to live free, happy and raise kids of this next generation with some empathy, brains, courage, and grit. Not buried in a phone or game on the couch, but outside learning and living. This is a way to get kids, community and the town involved is something to better our future. Let the farmstands stay and bless our communities and the people in them.

Nicholas Evans

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #10 Farm Stand Email
Date: Monday, November 18, 2024 2:35:35 PM

#10

From: Lindsey Hartrampf <dvc21lh@gmail.com>
Sent: Monday, November 11, 2024 6:21 PM
To: Scott Keyser
Cc: Jody Newland; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford
Subject: Four Heifers Farmstand

Dear council, hello My name is Lindsey and although you may have not heard about me hopefully you have heard about me and my family's beautiful creation Four Heifers Farmstand. I like to tell you a little about me and how this stand came to.. I was raised my whole life in Molalla went to all the schools as a child and am now raising my kids in the same amazing town I grew up in. I have always been a neighbors that keeps to myself and never really cared about getting involved in the community until I met my now boyfriend. His parents own a small farm off of montey cristo and share so much with their local community, then I met Carissa and Jeremy who run Molalla cares, seeing their passion for their neighbors and small town really got my gears turning and I thought to myself let's combine the two! I found a old dirty trailer brought it home scrubbed it down then sourced all materials through family and friends and with elbow grease, lots of sweat a few choice words and maybe a beer or two we built our amazing stand. Taking her out in the front yard to prepare for opening was one of the proudest moments I have had knowing we would be supplying fresh local produce treats a so many other things gs to our community all by donations . Some donate a lot some donate a little and some absolutely nothing but that does not stop how excited we get when someone pulls up and tells us how much they love our stand. Bringing this stand out made me feel a sense of community it allowed me to meet my neighbors and other farmers/bakers it has allowed us to get back to charities and help local veterans put food on their tables and even give some little local neighborhood kids free cookies. What I thought would just be a little stand in our front yard group to be something more than I ever could've imagined and the thought of losing it almost makes me feel like I'm losing my place in the community. all I'm asking is please please allow us to keep it and allow all the other firm stands to keep their little piece of community in their front yards. Don't take this from us and don't take it from the town We appreciate all of you for taking the time to hear us and no matter what the outcome is we will respect the decision Thank you so much Lindsey Hartrampf Owner of Four heifers Farmstand

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #11 Farm Stand Email
Date: Monday, November 18, 2024 2:36:22 PM

#11

From: Sally Neal <antsally58@gmail.com>
Sent: Monday, November 11, 2024 5:08 PM
To: Jody Newland; Scott Keyser; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford
Subject: farmsteads

Hi, I am in support of farmsteads, lemonade stands, sidewalk sales, yard sales, lets be different. So many complain about wanting less government, well this is a chance to be less government. Who are they hurting!? No one has to go buy bread or cookies from them. Who are they bothering!? So there is a statue that says not ok....change it.

Let people make a buck and provide a service. We have bigger and worse things to worry about.

Let the little stands, stand. Find something else for the code guy to do.

In solidarity with the people,

Sally Neal
151 Shirley St, Molalla, OR 97038, USA

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #12 Farm Stand Email
Date: Monday, November 18, 2024 2:36:51 PM

#12

From: Maurice Boss <mandjboss@yahoo.com>
Sent: Monday, November 11, 2024 12:25 PM
To: Jody Newland
Subject: Four Hefords farm Stand

I am writing in support of the awesome farm stand. I have enjoyed products from them several time n would still like this option

Sincerely,
Jane Boss

[Yahoo Mail: Search, Organize, Conquer](#)

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #13 Farm Stand Email
Date: Monday, November 18, 2024 2:37:18 PM
Attachments: [Farmstand.docx](#)

#13

From: Kevin Bany . <kdaa@canby.com>
Sent: Saturday, November 9, 2024 1:06 PM
To: Jody Newland
Subject: farmstand

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #14 Farm Stand Email
Date: Monday, November 18, 2024 2:37:52 PM

#14

From: TA Bazer <tabazer24@gmail.com>
Sent: Monday, November 11, 2024 8:23 AM
To: Scott Keyser; Jody Newland; Ichildress@cityofmolalla.com; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Subject: Support for Changing Regulations on Farm Stands and Cottage Businesses

Dear City Officials,

I am writing to express my strong support for amending the current regulations to permit farm stands and cottage businesses, to sell their goods on-site.

As a proud resident of Molalla, where I grew up on 4th Street, I cherish the memories of our community's agricultural roots, from the sounds of cows in Coleman's field to the festive atmosphere of the Buckaroo during the 4th of July celebrations. This deep connection to my hometown drives my passion for supporting local businesses of all sizes.

Recently, I learned that my friend's farm stand is facing uncertainty, which has deeply saddened me. I operate a cottage business from my home, specializing in pastries, cupcakes, and custom cakes. This business not only fulfills my creative aspirations but also provides some financial support for my family. For instance, I recently used my earnings to purchase wrestling shoes for my children, which I take great pride in.

The potential restrictions on farm stands and cottage businesses threaten not only my friend's ability to earn a little income but also the

livelihoods of many individuals who are dedicated to their crafts and passion projects. I have personally witnessed the quality and care that goes into maintaining my friend's farm stand; it is always clean and well-presented. If the State of Oregon supports cottage businesses, it seems counterproductive for our city to impose restrictions that prevent them from utilizing their property.

Participating in markets can be expensive and time-consuming, often resulting in minimal financial return after costs associated with travel and preparation. Operating a home stand/farm stand significantly alleviates these pressures, allowing small business owners to focus on their craft without the added stress of logistics. For many of us, these cottage businesses represent a vital stepping stone toward establishing a store front in the future.

I urge you to consider revising the language surrounding these regulations to foster an environment that encourages small businesses and supports our local economy. Thank you for taking the time to consider my perspective.

Sincerely,

Amanda Bazer

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #15 Farm Stand Email
Date: Monday, November 18, 2024 2:38:19 PM

#15

From: Jada McDonald <jaduh2021@gmail.com>
Sent: Sunday, November 10, 2024 6:14 PM
To: Scott Keyser; Jody Newland; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Subject: Four Heifers Farmstand

Hello,

I was informed about the potential closing of the Four Heifers Farmstand, and I believe shutting it down would be a real loss for our neighborhood. It's more than just a place to buy sweet treats or other goodies.. It's part of what makes our community special. The Four Heifers Farmstand truly brings just that much more joy to mine, and everyone else's day. Please allow them to stay open!!

Thanks,
Jada M

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #16 Farm Stand Email
Date: Monday, November 18, 2024 2:39:10 PM

#16

From: Annjela Amato <jarmack727@gmail.com>
Sent: Sunday, November 10, 2024 6:04 PM
To: Scott Keyser; Jody Newland; Leota Childress; Terry Shankle; Rae-Lynn Botsford; Eric Vermillion; Darci Lightner
Subject: Four Heifers Farmstand

Hello-

I am writing this email to beg you to not have Four Heifers Farmstand shut down. I've been down with an illness that last 8 months and in that time my daughter and I found that stand. We walked up and got some treats and thought it was just so cute and fun! And soon it became an often occurrence. And while I am better and no longer ill, we still enjoy our walks to that stand and have good conversation. They bake with good ingredients and are truly a service to the community.

Thank you,
Angela Amato

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #17 Farm Stand Email
Date: Monday, November 18, 2024 2:39:38 PM

#17

From: dmworth16@gmail.com <dmworth16@gmail.com>
Sent: Sunday, November 10, 2024 2:53 PM
To: Scott Keyser; Jody Newland; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Cc: Timothy Worthington
Subject: Farm Stand

Scott, et. al.,

Over the past year, we have been running a farm stand in Molalla, and the response from our neighbors has been overwhelmingly positive. They have become regular customers, and the community-building aspects of farm stands like ours, as well as others in our town, are truly invaluable. This experience has also been a wonderful and educational journey for our son, who is 8, and our two daughters, aged 6 and 4, who eagerly help us at the stand every day.

Before we opened, we researched the relevant laws in Oregon, but we didn't consider the city ordinances. For the benefit of our community, education, and consistency, we sincerely hope that Molalla will align its ordinances with those of the state, allowing farm stands like ours to thrive.

Thank you for your attention on this matter,
Dyana .M Worthington

Sent from my iPhone

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #18 Farm Stand Email
Date: Monday, November 18, 2024 2:40:25 PM

#18

From: Timothy Worthington <tcworthington87@gmail.com>
Sent: Sunday, November 10, 2024 2:43 PM
To: Scott Keyser; Jody Newland; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Cc: Dyana Worthington
Subject: Keep our Farm Stand please

Molalla Officials,

For the last year we have operated a farm stand in Molalla. We have received positive feedback from all of our neighbors. They are regular customers and the community building benefits of farm stands such as ours and others in our town should not be overlooked. In addition to building community this has been an enriching and educational adventure for our son (8) and our two daughters (6 and 4) who look forward to helping us with the stand daily.

We had looked up the relevant laws for Oregon before opening our stand but had not thought to look at the city ordinances. We hope for the sake of community, education, and for the sake of consistency that Molalla brings their ordinances into line with The State's and allows farm stands such as ours to continue to operate

Thank you for your consideration,
Timothy C. Worthington

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #19 Farm Stand Email
Date: Monday, November 18, 2024 2:40:52 PM

#19

From: Colorado Middaugh <codawnmiddaugh25@gmail.com>
Sent: Sunday, November 10, 2024 10:57 AM
To: Jody Newland
Subject: Farm stand

My family and I absolutely love having all the cute little farm stands, flower stands ect and dont want to see them go anywhere. I do think they should be paying taxes and all their other dues just like any of the food trucks, small stores, Online buisness ect. And if they are going to be selling food they need to have a food handlers card and a buisness license. They also should think about what happens if they sell something to someone and the person has allergies, whos held responsible for that? The ingredients are no where on the packaging and they would need to be held liable.

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #20 Farm Stand Email
Date: Monday, November 18, 2024 2:41:24 PM

#20

From: Brittni <brittni.m.finney@gmail.com>
Sent: Sunday, November 10, 2024 10:38 AM
To: Darci Lightner; Rae-Lynn Botsford; evemillion@cityofmolalla.com; Terry Shankle; Leota Childress; Scott Keyser; Jody Newland
Subject: Cottage Laws of Molalla

Good morning.

I would like to request that the city of Molalla pass allowances for farmstands and cottage kitchens, in line with oregon state laws.

Farmstands and Cottage Kitchens are a key resource for molalla citizens to support the local economy and our neighbors. It keeps us connected to the community. The ability to purchase goods from someone down the road or a few blocks over is one of my favorite things about living in Molalla.

Thank you for your consideration.
Brittni Finney

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #21 Farm Stand Email
Date: Monday, November 18, 2024 2:41:59 PM

#21

From: kellie smith <kelliesmith492@yahoo.com>
Sent: Saturday, November 9, 2024 9:22 PM
To: Scott Keyser; Jody Newland; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Subject: Farmstands as home occupations - Molalla Municipal code

Hello,
To whom it may concern,

This email is in regards to “Farmstands as home occupations - Molalla Municipal code”

I support farmstands as home occupations that follow Oregon’s Cottage Law here in Molalla/Mulino. These homesteads cause no harm to anyone. I feel good buying baked goods/other goods from my neighbors. It gives a sense of “wholesome” in our community as opposed to buying from big market retail. Please continue to allow our community of homesteaders to sell their goods with no additional grief.

Thank you!
Kellie S.

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #22 Farm Stand Email
Date: Monday, November 18, 2024 2:42:32 PM

#22

From: Sara Thompson <burtsons86@gmail.com>
Sent: Saturday, November 9, 2024 2:48 PM
To: Scott Keyser; Jody Newland; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford
Subject: Farmstands in Molalla

Mayor Keyser and council,

My family and I moved to Molalla 3 years ago because after visiting my sister who's been here for 8 years, we fell in love with it. The small town, the family values, the neighbors who care about each other and band together to help, and so much more. We heard about the Hillbilly Brigade and their efforts during the fires. We were here when you made evacuation space for animals at the Buckaroo in 2022. I watched when just a few weeks ago, a family suffered the loss of their home due to a fire, and within less than an HOUR of a Facebook post notifying locals of the tragic event, neighbors were collecting clothes, school supplies, and gift cards for the family!

As someone who has lived in several places, I can tell you that this is a very special town. Knowing Molalla from the inside now, one of the things I love so much are the roadside stands where I frequently buy eggs, veggies, flowers, honey, and baked goods. I want to impress upon the council how unique it is, and how valuable, that we live in a place where people are trusting and trustworthy enough to sell quality products to their neighbors.

I'm urging you to do whatever it takes to continue to allow these farmstands to operate. I have seen zero negative impact from the many(5+) stands that I frequent, and a huge positive impact to the families that own them and the ones they serve.

Thank you for taking the time to consider my opinion.

Sara Thompson

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #23 Farm Stand Email
Date: Monday, November 18, 2024 2:43:00 PM

#23

From: cheryl parks <cheribeth1@yahoo.com>
Sent: Saturday, November 9, 2024 11:59 AM
To: Scott Keyser; Jody Newland; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Subject: Roadside Farmstands-Municipal code

Dear councilors and Mayor,

If you could find it in your powers to bring this municipal code up to date, to include these farmstands, that would be wonderful.

These ladies that have them are generally stay at home mom's, just looking for a way to help benefit their families and provide a service to the community, that many have come to utilize. Many people don't always have time to bake or raise chickens themselves and these stands provide fresh eggs, fruit and vegetables as well as baked goods. Please do what's right for these entrepreneurs.

Sincerely, Cheryl Parks

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #24 Farm Stand Email
Date: Monday, November 18, 2024 2:43:28 PM

#24

From: Nathan DeFrates <Nathan@dayheating.com>
Sent: Saturday, November 9, 2024 11:57 AM
To: Scott Keyser; Jody Newland; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Subject: Four heifers farmstand

This is fantastic thing that makes a large part of our small community go around. Pay attention too our small town and the great folks that live in it. Thank you for your time reading this. Nate DeFrates
Sent from my iPhone

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #25 Farm Stand Email
Date: Monday, November 18, 2024 2:44:02 PM

#25

From: DeLise Palumbo <delise128@gmail.com>
Sent: Saturday, November 9, 2024 9:43 AM
To: Scott Keyser; Jody Newland; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Subject: Home Stands And Cottage Kitchens - YES!

City Council Members,

I saw online that you will be considering the move to allow exceptions for Farm Direct Sales and Cottage Food Establishments in Molalla. I had no idea this was not allowed.

I encourage you to set ordinances to allow these establishments. Historically in our country this has been an accepted way for families and small farms to support themselves directly and to provide quality products for their neighbors and friends. Rather than removing restrictions I request that you add language that explicitly states that these kinds of small family industries are allowed and encouraged.

I have an interest in this. As a small scale beekeeper I like to sell a little honey to my friends and neighbors (and it is delicious, very superior to what you can get in the stores, even the more expensive brands). I would like to expand this in the near future. I also especially enjoy buying fresh tomatoes and vegetables from local people when mine are not having a good year. I wish I had more opportunities to do that than I do. I think there is a market out there of people like me that could be served by more small growers.

Promoting self sufficiency and encouraging local commerce by allowing neighbors to purchase directly from the producer is good for our community. It is a way of helping each other out. It is also better for the environment (more green) and the quality is almost always to the moon better than what we are getting in the stores.

Perhaps most importantly, it helps struggling families and individuals by allowing them to make and sell items that we all buy and so help themselves until better times come around. That is how communities work.

Thank you

DeLise Palumbo
Former City Council Member.

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #26 Farm Stand Email
Date: Monday, November 18, 2024 2:44:35 PM

#26

From: Jessica Sanders <novembersanders@yahoo.com>
Sent: Saturday, November 9, 2024 8:28 AM
To: Scott Keyser; Jody Newland; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Subject: Farm stand

Please adopt Oregon state policy and let's keep this farm stand going. We love their treats and bread. It would be a shame for them to have to close down. Our town is awesome about looking out for one another, and this is why I am emailing today.

Jessica Sanders

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #27 Farm Stand Email
Date: Monday, November 18, 2024 2:45:25 PM

#27

From: Jackie slander <jslander87@yahoo.com>
Sent: Friday, November 8, 2024 8:22 PM
To: Scott Keyser; Jody Newland; Leota Childress; Terry Shankle; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Subject: Farm stand

We should allow farm stands to be in the city, but they should have SDCs to pay. And honestly a fine to the one currently operating as it's been done without prior city approval.

They should also ensure they have proper licensing to run this with proper labeling.

I don't see an issue with the stand itself, but they should be held to the same standards that all our other small businesses have been required to do.

Fair Molalla resident

From: [Jody Newland](#)
To: [Christie Teets](#)
Subject: #28 Farm Stand Email
Date: Monday, November 18, 2024 2:46:04 PM

#28

From: Jacqueline McCoy <j.s.mccoy@hotmail.com>
Sent: Friday, November 8, 2024 7:54 PM
To: Scott Keyser; Jody Newland; Terry Shankle; Leota Childress; Eric Vermillion; Rae-Lynn Botsford; Darci Lightner
Cc: Dan Huff; City Recorder
Subject: Molalla Municipal Codes on Farmstands

Dear Council and Mayor,

I am writing to ask that we change our local code to align with the State on farmstands and cottage kitchens. As a community we have grown to love the new farmstand on Ridings and the existing on Shirley.

I feel that farmstands are a connection to our roots as a farming community. They are a connection to early commerce and keep us connected to our neighbors. I hope you consider revising our code as quickly as possible. I'd really hate to miss pie season.

Thank you for all that each of you do for our city.

Sincerely,
Jacqueline McCoy
[971-645-3730](tel:971-645-3730)



City of Molalla

Joint Session of the Molalla City Council and Planning Commission

Minutes – November 20, 2024

Molalla Civic Center | 315 Kennel Ave. | Molalla, OR

CALL TO ORDER

The Molalla City Council Meeting of November 20, 2024 was called to order by Mayor Scott Keyser at 6:30pm.

COUNCIL ATTENDANCE

Present: Mayor Scott Keyser, Council President Jody Newland, Councilor Leota Childress, Councilor Terry Shankle, Councilor Eric Vermillion, Councilor RaeLynn Botsford, and Councilor Darci Lightner.

PLANNING COMMISSION ATTENDANCE

Planning Chair Doug Eaglebear, Planning Commissioner Clint Ancell, Planning Commissioner Martin Ornelas, Planning Commissioner David Potts, and Planning Commissioner Brady Rickey

Absent: Planning Commissioner Connie Sharp

STAFF IN ATTENDANCE

Dan Huff, City Manager; Mac Corthell, Assistant City Manager; Christie Teets, City Recorder; Dan Zinder, Senior Planner; and Jessica Wirth, Community Development Technician.

Guest Speakers:

Alli Langley and Colin McArthur representatives with Cameron McCarthy group.

GENERAL BUSINESS

A. Molalla Parks and Recreation Plan Update (City Staff/Cameron McCarthy Group)

Colin McArthur and Ali Langley presented a long-term plan for Molalla's parks, recreation, and trail system, developed over a year with input from the community. Key findings highlight the need for more parks, improved maintenance, multi-generational facilities, and better access in underserved areas, particularly in the west. The plan recommends enhancing current parks, expanding the system, and increasing funding through development fees. A 20-year funding strategy was outlined, with high-priority projects for the next five years, including new park development and trail improvements, to meet the needs of the growing population; while residents expressed strong support for additional amenities such as children's playgrounds, nature-based play areas, multi-use fields, and sports facilities, with particular focus on serving underserved groups like teens and seniors.

Several key priorities for parks and facilities were discussed, including the goal of increasing parkland to seven acres per thousand residents, updating the development code for parkland dedication, and enhancing park staff resources.

A few park highlights were Long Park, high-priority projects include replacing the playground, improving the Gazebo with an ADA ramp, better lighting, and restoring power for events. There was a suggestion to move the playground updates to medium priority, given that some improvements had already been made recently. At Strawberry Park, the installation of a water fountain was confirmed, and the addition of a shade structure was made a high priority. The need for bike racks was debated. Clark Park priorities included replacing the playground, resurfacing the sports fields, and adding drainage. There was significant discussion about adding lighting to the parking lots. The idea of adding an amphitheater for community events was a considerable point of interest, but concerns regarding weather were raised.

Fox Park key priorities include acquiring land from the school district, replacing the toddler play equipment, and upgrading the restroom to a vandal-resistant model. The discussion rose on the cost of Portland L-style bathrooms, prompting the research of other durable options. The estimated cost for all proposed projects over the next 20 years is approximately \$14 million, with \$6 million allocated to high-priority projects. The discussion highlighted the challenge of funding park projects, noting that unlike many cities, the community lacks a dedicated revenue source for parks, relying primarily on the general fund. In other Cities, a park fee paid by residents is typically used to fund park

improvements and maintenance. Next Steps include draft recommendations and priorities will continue to be refined based on feedback, with further discussions scheduled for specific park improvements.

B. Pavement Condition Index and Resurfacing Program Update

Assistant City Manager Corthell discussed the City's Street Maintenance Fund and potential budget scenarios. The current investment of \$300,000 per year for street surfacing is projected to lead to a decline in the Pavement Condition Index (PCI) by four points, from the current level of 63 (PCI), not including development. Five potential budget scenarios were presented: the first scenario, a do it all, would take CPI from 63 to 85 which is street gold standard. The second scenario is the current standard. The third budget scenario involves maintaining the current PCI level, which would require a \$2.5 million investment over five years. Increasing the PCI to 70 would need a \$5.5 million investment; and the fifth scenario, achieving a PCI of 75, would require a \$9.5 million investment. Mr. Corthell highlighted street maintenance funding is largely dependent on sources like state gas taxes, vehicle registration fees, and franchise fees, totaling about \$1.275 million. The challenge of increasing funding for street repairs was discussed, with options such as a discussion regarding Street Fee being a potential solution. Mr. Corthell significantly noted that development could provide some improvement to the PCI, but it would not be a significant solution without additional funding sources. Question and concern raised by Councilor Botsford lead to Mr. Corthell sharing rapid deterioration of roads, despite frequent repairs, are mainly due to issues with a road's substructure, material choices, and cost. A compromised subbase leads to potholes regardless of the surface material. He reminded all a full rebuild, addressing the substructure, would last longer but are incredibly costly.

Council President Newland remarked the current CPI is impressive considering current road conditions. City Manager Dan Huff added it is in appreciation of the creative approach of Molalla's Planning Department. However, there's concern about running out of resources for future repairs.

C. Christmas Carol Signage

Councilor Childress reported the Christmas Caroling Event on December 14th at 6pm, originated from the community's desire for more local activities, as highlighted in the Vision Plan. The event has since grown through word of mouth. This year, the organizers plan to use yard signs at Fox Park to promote the event and have requested up to \$160 for the signage, a total of 4 to 5 signs. The signs will be reusable, utilizing a local business to create them.

ACTION:

Councilor Botsford made a motion to approve \$160.00 for Christmas Carol's in the Park advertising; Councilor Shankle seconded. Motion passed 7-0.

AYES: Lightner, Botsford, Newland, Childress, Shankle, Vermillion, Keyser

NAYS: None.

ABSENTIONS: None.

ADJOURN

Mayor Keyser adjourned the City Council meeting at 8:54pm.

[For the complete video account of the City Council Meeting, please go to YouTube](#)

["Molalla City Council Meetings – November 20, 2024"](#)

Scott Keyser, Mayor

PREPARED BY:

ATTEST:

Crystal Robles, Records Specialist

Christie Teets, CMC, City Recorder



CITY OF MOLALLA

Staff Report

Agenda Category: CONSENT AGENDA

Agenda Date: Wednesday, December 11, 2024

Submitted by: Christie Teets, City Recorder

Approved by: Dan Huff, City Manager

SUBJECT: Sundowner Bar & Grill - OLCC License Update

RECOMMENDATION/RECOMMENDED MOTION:

Approve with Consent Agenda.

BACKGROUND:

The Sundowner Bar & Grill has changed ownership. New owner, Kimberly Hirbeck is seeking reapproval for an updated OLCC License. This license request has been approved by Police Chief Long and Fire Marshall Penunuri.



CITY OF MOLALLA

Staff Report

Agenda Category: ORDINANCES AND RESOLUTIONS

Agenda Date: Wednesday, December 11, 2024
Submitted by: Cindy Chauran, Finance Director
Approved by: Dan Huff, City Manager

SUBJECT: Resolution No. 2024-24: Adopting a Master Fee Schedule and Repealing All Prior, Conflicting Fee Resolutions (Chauran)

FISCAL IMPACT: Varies throughout departments.

RECOMMENDATION/RECOMMENDED MOTION:
Staff recommends City Council approval.

Recommended Motion: "I move to approve Resolution No. 2024-24, by title only."

BACKGROUND:

Administrative fees are intended only to recover costs, not provide a revenue windfall. They help ensure that those activities that run through the City but provide benefit only to the individual (or are required only by the individual) are paid for by the individual.

Adjustments should be made to keep pace with costs, although consideration is also given to the cost of implementation and comparative costs of other agencies. The current fee schedule has not been updated since July 1, 2023.

Changes of note proposed to go into effect January 1, 2025, include 10% across the board increases for Planning and Public Works fees, and Business License renewal late fees. These have not been adjusted since 2022. Also, to improve Court access to defense attorneys, an administrative change to the attorney fee structure was implemented October 1, 2024, and will be formalized herein.

Exhibit A lists the current fees and proposed changes, if any. Changes are in **bold**. **Exhibit B** will be the final adopted "booklet" version published on the City web page if all proposed changes are agreed upon.

ATTACHMENTS:

[Resolution 2024-24 Fee Schedule.docx](#)

[Res 2024-24 Exhibit A.pdf](#)

[Res 2024-24 Exhibit B Master Fees Schedule Eff 1.1.25.pdf](#)



RESOLUTION NO. 2024-24

A RESOLUTION OF THE CITY OF MOLALLA, OREGON
ADOPTING A MASTER FEE SCHEDULE AND REPEALING ALL PRIOR,
CONFLICTING FEE RESOLUTIONS

WHEREAS, The City Council has the authority to implement administrative fees; and

WHEREAS, Administrative fees are intended to recoup the cost, or a portion of the cost, of administrative processes and materials that fall outside the scope of those provided to the broader tax base; and

WHEREAS, Fees are not meant to generate excess income for the City, and the fees imposed by this resolution are not taxes subject to the property tax limitation of Article XI, Section 11(b) of the Oregon Constitution; and

WHEREAS, City staff desires to maintain a master fee schedule to provide the public; and

WHEREAS, An annual review and adjustment of fees is best practice.

Now, Therefore, the City of Molalla Resolves as follows:

- Section 1. The Master Fee Schedule in Exhibit B, attached hereto and incorporated by reference, is hereby adopted.
- Section 2. All previous fee resolutions that deal with the same fees described in Exhibit A are hereby repealed.
- Section 3. This Resolution becomes effective on January 1, 2025, and remains effective until repealed or otherwise superseded by Resolution of the Molalla City Council.

Signed this 11th day of December 2024.

Scott Keyser, Mayor

ATTEST:

Christie Teets, CMC
City Recorder

Resolution 2024-24 : Master Fee Schedule

Exhibit A

DEPARTMENT/Division/Fee	Current Fee	Fee Authority	Proposed Fee	Notes
COMMUNITY DEVELOPMENT DEPARTMENT				
Planning Division				
Building Permit - Residential				
<i>Single Family Residence or Accessory Dwelling Unit</i>	\$ 450	Resolution 2023-10	\$ 495.00	
<i>Duplex</i>	\$ 750	Resolution 2023-10	\$ 825.00	
<i>Multifamily</i>	\$650 + \$100/unit	Resolution 2023-10	\$ 715 + \$110/unit	
<i>Accessory Buildings, Non-Living Space</i>	\$ 150	Resolution 2023-10	\$ 165.00	
<i>Non-Exempt Remodels - not increasing sq footage</i>	\$ 200	Resolution 2023-10	\$ 220.00	
<i>Residential Additions</i>	\$ 250	Resolution 2023-10	\$ 275.00	
Building Permit - Non-Residential				
<i>0-5,000 sq ft</i>	\$ 450	Resolution 2023-10	\$ 495.00	
<i>5,001-10,000 sq ft</i>	\$ 550	Resolution 2023-10	\$ 605.00	
<i>10,001-50,000 sq ft</i>	\$ 825	Resolution 2023-10	\$ 907.50	
<i>50,001-100,000 sq ft</i>	\$ 925	Resolution 2023-10	\$ 1,017.50	
<i>More than 100,000 sq ft</i>	\$ 1,100	Resolution 2023-10	\$ 1,210.00	
<i>Parking Lot, Paving/Landscaping</i>	\$ 400	Resolution 2023-10	\$ 440.00	
<i>Tenant Improvement or Remodel-not increasing sq footage</i>	\$ 450	Resolution 2023-10	\$ 495.00	
Legislative Applications				
<i>Annexation</i>	\$3750 + \$3250 deposit if election required	Resolution 2023-10	\$4,125 + 3,757 deposit if election is required	
<i>Comprehensive Plan Amendment</i>	\$ 3,850	Resolution 2023-10	\$ 4,235.00	
<i>Zone Change</i>	\$ 3,300	Resolution 2023-10	\$ 3,630.00	
Land Use Applications				
<i>Code Interpretation - Type II</i>	\$ 1,100	Resolution 2023-10	\$ 1,210.00	
<i>Code Interpretation - Type IV</i>	\$ 3,300	Resolution 2023-10	\$ 3,630.00	
<i>Partition - Preliminary Plat</i>	\$ 1,750	Resolution 2023-10	\$ 1,925.00	
<i>Partition - Final Plat</i>	\$ 350	Resolution 2023-10	\$ 385.00	
<i>Subdivision - Preliminary Plat</i>	\$ 3,300	Resolution 2023-10	\$ 3,630.00	
<i>Subdivision - Final Plat</i>	\$ 600	Resolution 2023-10	\$ 660.00	
<i>Master Plan - Concept Plan</i>	\$ 3,300	Resolution 2023-10	\$ 3,630.00	
<i>Master Plan - Detailed Dev. Plan</i>	\$ 1,650	Resolution 2023-10	\$ 1,815.00	
<i>Master Plan - Site Design Review</i>	\$ 1,650	Resolution 2023-10	\$ 1,815.00	
<i>Similar Use Determination - Type II</i>	\$ 1,100	Resolution 2023-10	\$ 1,210.00	
<i>Similar Use Determination - Type III</i>	\$ 1,600	Resolution 2023-10	\$ 1,760.00	
<i>Conditional Use Permit</i>	\$ 2,750	Resolution 2023-10	\$ 3,025.00	
<i>Extension of Nonconforming Use Status - Type III</i>	\$ 1,650	Resolution 2023-10	\$ 1,815.00	

DEPARTMENT/Division/Fee	Current Fee	Fee Authority	Proposed Fee	Notes
Site Design Review - Type II	\$ 1,750	Resolution 2023-10	\$ 1,925.00	
Site Design Review - Type III	\$ 3,500	Resolution 2023-10	\$ 3,850.00	
Temporary Use - Type II	\$ 1,000	Resolution 2023-10	\$ 1,100.00	
Adjustment of Code Standard	\$ 550	Resolution 2023-10	\$ 605.00	
Variance	\$ 2,750	Resolution 2023-10	\$ 3,025.00	
Modification of approval - Type 1	\$ 350	Resolution 2023-10	\$ 385.00	
Modification of approval - Type 2	\$ 1,000	Resolution 2023-10	\$ 1,100.00	
Modification of approval - Type 3	\$ 3,250	Resolution 2023-10	\$ 3,575.00	
Appeal of a Type 2 Decision	\$ 2,000	Resolution 2023-10	\$ 2,200.00	
Appeal of a Type 3 Decision	\$ 2,500	Resolution 2023-10	\$ 2,750.00	
Historical Designation or Removal	\$ 1,100	Resolution 2023-10	\$ 1,210.00	
Miscellaneous				
Addressing	\$75 per address	Resolution 2023-10	\$82.50 per address	
LUCS Review for State Permit	\$ 225	Resolution 2023-10	\$ 247.50	
Pre-Application Meeting - Type 1	\$ 150	Resolution 2023-10	\$ 165.00	
Pre-Application Meeting - Type 2	\$ 450	Resolution 2023-10	\$ 495.00	
Pre-Application Meeting - Type 3	\$ 850	Resolution 2023-10	\$ 935.00	
Zoning Verification Letter	\$ 100	Resolution 2023-10	\$ 110.00	
Excavation/Grading Application Review	\$ 100	Resolution 2023-10	\$ 110.00	
Excavation/Grading Permit	Greater of \$50 or \$0.20 per cubic yard	Resolution 2023-10	Greater of \$55 or \$0.22 per cubic yard	If County grading permit is required, this permit is not applicable.
Demolition Permit	\$ 125	Resolution 2023-10	\$ 137.50	
Erosion Control Application Review	\$ 75	Resolution 2023-10	\$ 82.50	
Erosion Control Permit < 1 acre	\$ 125	Resolution 2023-10	\$ 137.50	
Erosion Control Permit > 1 acre	\$ -	Resolution 2023-10	No change	DEQ 1200-C required to be submitted to City
Change of Use/Occupancy	\$ 175	Resolution 2023-10	\$ 192.50	(Formerly charged under Other Type 1 App)
Mobile Food Unit as Accessory to a Primary Use	\$ 175	Resolution 2023-10	\$ 192.50	MFU's as Primary Use, See Site Design Review
Home Occupation Permit	\$ 175	Resolution 2023-10	\$ 192.50	Business use in residential structure
Other Type I Application	\$ 175	Resolution 2023-10	\$ 192.50	
Property Line Adjustment	\$ 750	Resolution 2023-10	\$ 825.00	
Micro-Generation of Power (Solar)	\$ 100	Resolution 2023-10	\$ 110.00	
Sign Permit	\$ 150	Resolution 2023-10	\$ 165.00	
Tree Permit	\$ 25	Resolution 2023-10	\$ 27.50	
Additional Planning Inspection	\$75/hr (each staff member)	Resolution 2023-10	\$82.50/hr (each staff member)	1 initial inspection and 1 follow-up inspection is included in application fee

DEPARTMENT/Division/Fee	Current Fee	Fee Authority	Proposed Fee	Notes
Public Works Division				
Water & Sewer Fees				
Water Hook Up Fee	\$ 650	Resolution 2023-10	\$ 715.00	
Sewer Hook Up Fee	\$ 650	Resolution 2023-10	\$ 715.00	
Bulk Water Fees	\$5.50/Cf	Resolution 2023-10	No change	
Bulk Water Meter Deposit (refundable)	\$ 750	Resolution 2023-10	No change	
Bulk Water Meter Account & Meter I/R	\$ 75	Resolution 2023-10	\$ 85.00	
2" Meter or Larger	Time & materials cost + 20%	Resolution 2023-10	No change	
Engineering Fees				
Engineering Design Review Fee	3% of project cost, min. \$700	Resolution 2023-10	3% of project cost, min. \$770	Includes 1 initial review and 1 follow-up review only.
Construction Permit Fee	2% of project cost, min. \$300	Resolution 2023-10	2% of project cost, min. \$330	Includes 1 final inspection and 1 re-inspection only.
Additional Design Review or Additional Final Inspection	\$75/hr (each staff member)	Resolution 2023-10	\$82.50/hr (each staff member)	1 initial inspection/review and 1 follow-up inspection/review is included in permit/review fee
Right-of-Way Permit Fees				
Right-of-Way Permit Fees	\$ 150	Resolution 2023-10	\$ 165.00	
Right-of-Way Permit Fees with Street Cut/Repair	\$ 200/cut	Resolution 2023-10	\$ 220/cut	
Driveway/Sidewalk/Curb & Gutter Construction Permit Fee	\$ 200	Resolution 2023-10	\$ 220.00	
Additional Final Inspection	\$75/hr (each staff member)	Resolution 2023-10	\$82.50/hr (each staff member)	1 initial inspection and 1 follow-up inspection is included in review fee
Fire Hydrant Flow Test	\$225/first hydrant	Resolution 2023-10	\$247.50/first hydrant	\$165 each additional hydrant
Plotter Fees				
Base Rate Per Request	\$13.75	Resolution 2023-10	\$ 15.00	plus paper size fee each sheet
Page Size - 24"x18"	\$ 0.25	Resolution 2023-10	\$ 0.30	
Page Size - 24"x30"	\$ 0.40	Resolution 2023-10	\$ 0.45	
Page Size - 24"x36"	\$ 0.50	Resolution 2023-10	\$ 0.55	
Page Size - 36"x44"	\$ 0.90	Resolution 2023-10	\$ 1.00	
Recording Fees (Easements and ROW Dedications)	Actual Recording Cost plus Staff/Vehicle time	Resolution 2023-10	No change	Payment required prior to occupancy/project acceptance.
After hours non-city emergency call out	\$295/1st 2 hrs	Resolution 2023-10	Actual Cost of Staff/Vehicle time + 10%	

DEPARTMENT/Division/Fee	Current Fee	Fee Authority	Proposed Fee	Notes
<i>Equipment Rates - Hourly (does not include operator/staff charged at actual rate)</i>				
<i>Backhoe</i>	\$ 115	Resolution 2023-10	\$ 126.50	
<i>Dump Truck (large)</i>	\$ 150	Resolution 2023-10	\$ 165.00	
<i>Dump Truck (small)</i>	\$ 80	Resolution 2023-10	\$ 88.00	
<i>Mower</i>	\$ 35	Resolution 2023-10	\$ 38.50	
<i>Pickup</i>	\$ 30	Resolution 2023-10	\$ 33.00	
<i>Street Sweeper</i>	\$ 200	Resolution 2023-10	\$ 220.00	
<i>Utility Service Truck</i>	\$ 110	Resolution 2023-10	\$ 121.00	
<i>Utility Truck</i>	\$ 40	Resolution 2023-10	\$ 44.00	
<i>Utility Truck w/ Liftgate</i>	\$ 60	Resolution 2023-10	\$ 66.00	
<i>Vactor Truck</i>	\$ 250	Resolution 2023-10	\$ 275.00	
<i>Water Tanker</i>	\$ 125	Resolution 2023-10	\$ 137.50	
<i>Other Public Works Equipment (varies)</i>	\$ 20-125	Resolution 2023-10	\$ 22.00-137.50	
Parks Division				
<i>Parks Key Deposit (refundable)</i>	\$ 25	Resolution 2023-10	No change	
<i>Special Event Permits</i>	\$ 1,000 per day	Resolution 2023-10	No change	
<i>Special Event Rentals</i>	\$50/barrier per day + \$50 drop off + \$50 pickup	Resolution 2023-10	\$50 per barrier for one day; \$20 per barrier each add'l day	Includes drop-off/pick up

DEPARTMENT/Division/Fee	Current Fee	Fee Authority	Proposed Fee	Notes
FINANCE DEPARTMENT				
Utility Billing Division				
<i>Service Shutoff/Reconnect Fee</i>	\$ 50	Resolution 2023-10	No change	
<i>Late Fee</i>	\$ 15	Resolution 2023-10	No change	
<i>Utility Service Deposit Residential & Commercial</i>	\$ 100	Resolution 2023-10	No change	refundable
<i>Water/Sewer/Storm Base and Use Rates</i>				By Separate Resolution
Administrative Division				
<i>Annual Budget/Audit copies</i>	\$ 25	Resolution 2023-10	No change	Available online
<i>Business License - New</i>	\$ 100	Resolution 2023-10	No change	50% for new licenses issued July 1- Dec 31
<i>Business License - Annual Renewal</i>	\$ 70	Resolution 2023-10	No change	
<i>Business License - Late Fee</i>	\$ 27.50	Resolution 2023-10	\$ 30	per month delinquent
<i>Business License - Printed Copy of List</i>	\$ 20	Resolution 2023-10	No change	
Business License - Temporary	New		\$25 per day/permit required	MMC 5.24.021
<i>Certified Copy</i>	\$ 5	Resolution 2023-10	No change	per page
<i>Lien Fee</i>	\$ 110	Resolution 2023-10	No change	
<i>Lien Search</i>	\$ 30	Resolution 2023-10	No change	
<i>Fax - Local</i>	\$ 1	Resolution 2023-10	No change	per page
<i>Fax - Long Distance</i>	\$ 3	Resolution 2023-10	No change	per page
<i>Liquor License - New</i>	\$ 100	Resolution 2023-10	No change	Limited by ORS 471.166 (8)
<i>Liquor License - Renewal</i>	\$ 35	Resolution 2023-10	No change	Limited by ORS 471.166 (8)
<i>Photocopying - Black & White</i>	\$ 0.15	Resolution 2023-10	No change	per page
<i>Photocopying - Color</i>	\$ 0.30	Resolution 2023-10	No change	per page
<i>Public Records Requests</i>	Charges based on actual costs	Resolution 2023-10	No change	See Public Records Request form for specifics
<i>Administrative Invoicing Rate</i>	10% of invoice	Resolution 2023-10	No change	For compiling and billing out insurance or other non-routine costs
<i>Returned Check Fee</i>	\$ 35	Resolution 2023-10	No change	
<i>Incorrect Bank Account Fee</i>	\$ 15	Resolution 2023-10	No change	
<i>Copy of Council Meeting Video (flash drive)</i>	\$ 10	Resolution 2023-10	No change	Available online
<i>Overnight Parking - Daily</i>	\$ 5	Resolution 2023-10	No change	Permit required
<i>Overnight Parking - Weekly</i>	\$ 25	Resolution 2023-10	No change	Permit required
<i>Overnight Parking - Monthly</i>	\$ 100	Resolution 2023-10	No change	Permit required
Municipal Court Division				
Administrative Fees				
<i>Bench Warrant - Failure to Appear</i>	\$ 50	Resolution 2023-10	No change	
<i>Bench Warrant - Probation Violation</i>	\$ 50	Resolution 2023-10	No change	
<i>Bench Warrant - Other Type</i>	\$ 50	Resolution 2023-10	No change	
<i>Bench Probation - Monitored</i>	\$ 100	Resolution 2023-10	No change	
<i>Returned or NSF Check</i>	\$ 50	Resolution 2023-10	No change	
<i>Collection Fee</i>	\$ 100	Resolution 2023-10	No change	or 25% of the presumptive fine, whichever is greater, not to exceed \$250 per statute.

DEPARTMENT/Division/Fee	Current Fee	Fee Authority	Proposed Fee	Notes
Court Administrative Fees (cont.)				
<i>Court Appointed Attorney Fee - Pretrial</i>	New		\$ 200	Eff. 10/1/24 under administrative authority
<i>Court Appointed Attorney Fee - Pretrial - DUII</i>	New		\$ 350	Eff. 10/1/24 under administrative authority
<i>Court Appointed Attorney Fee - PV Hearing</i>	\$ 150	Resolution 2023-10	No change	
<i>Court Appointed Attorney Fee - Bench Trial</i>	New		\$ 350	Eff. 10/1/24 under administrative authority
<i>Court Appointed Attorney Fee - Bench Trial - DUII</i>	New		\$ 450	Eff. 10/1/24 under administrative authority
<i>Court Appointed Attorney Fee - Jury Trial</i>	New		\$ 500	Eff. 10/1/24 under administrative authority
<i>Court Appointed Attorney Fee - Jury Trial - DUII</i>	New		\$ 600	Eff. 10/1/24 under administrative authority
<i>Deferred Sentencing Fee</i>	\$ 150	Resolution 2023-10	No change	
<i>Discovery Fee - Outside Counsel</i>	\$ 50	Resolution 2023-10	No change	
<i>Diversion Fee - Seatbelt</i>	\$ 65	Resolution 2023-10	No change	
<i>Diversion Fee - Traffic School</i>	\$50 less than presumptive fine	Resolution 2023-10	No change	
<i>Failure to Appear Notice</i>	\$ 25	Resolution 2023-10	No change	
<i>Fixit Ticket Program Fee</i>	\$ 50	Resolution 2023-10	No change	per offense
<i>Installment Agreement - Payment Plan Fee</i>	\$ 30	Resolution 2023-10	No change	
<i>Installment Agreement - City Assessment</i>	\$ 10	Resolution 2023-10	per offense	
<i>License Suspension Fee (FTA)</i>	\$ 25	Resolution 2023-10	No change	per offense
<i>Order to Appear Letter</i>	\$ 25	Resolution 2023-10	No change	
<i>Order to Show Cause Letter</i>	\$ 25	Resolution 2023-10	No change	
<i>Certified Copy</i>	\$ 5	Resolution 2023-10	No change	
<i>Photocopying - Black & White</i>	\$ 0.15	Resolution 2023-10	No change	per page
<i>Photocopying - Color</i>	\$ 0.30	Resolution 2023-10	No change	per page
<i>Public Records Requests</i>	Charges based on actual costs	Resolution 2023-10	No change	See Public Records Request form for specifics
Statutory Fees				
Appeals				
<i>Appeal to higher court from municipal court of action for commission of a state violation or for violating city ordinance</i>	\$ 281	ORS 21.135(1), (2)(b); ORS 21.285(1)	No change	
<i>Appeal from license suspension for refusal of breath test, appellant</i>	\$ 281	ORS 21.135(1), (2)(e)	No change	
DUII Diversion Agreement			No change	
<i>Petition for diversion</i>	\$ 490	ORS 813.240(1)	No change	
<i>Petition to extend diversion period</i>	\$ -	ORS 813.225	No change	
Setting Aside a Conviction, Arrest, Citation or Charge			No change	
<i>Motion for order setting aside a conviction</i>	\$ -	ORS 137.225(1)(f)	No change	
<i>Motion for order to set aside a judgment of guilty except for insanity</i>	\$ -	ORS 137.223(3)(d)	No change	
<i>Motion for order to set aside an arrest, issuance of a criminal citation, or a criminal charge</i>	\$ -	ORS 137.225(1)(f)	No change	
<i>Motion under ORS 475B.401 to set aside a qualifying marijuana conviction</i>	\$ -	ORS 475B.401(2)(b)	No change	
Presumptive Fines - Violations				

DEPARTMENT/Division/Fee	Current Fee	Fee Authority	Proposed Fee	Notes
<i>Standard presumptive fines for violations</i>		ORS 153.019(1)	No change	
<i>Class A</i>	\$ 440	ORS 153.019(1)(a)	No change	
<i>Class B</i>	\$ 265	ORS 153.019(1)(b)	No change	
<i>Class C</i>	\$ 165	ORS 153.019(1)(c)	No change	
<i>Class D</i>	\$ 115	ORS 153.019(1)(d)	No change	

DEPARTMENT/Division/Fee	Current Fee	Fee Authority	Proposed Fee	Notes
Court Statutory Fees - Presumptive Fines (cont.)				
<i>Special zone presumptive fines for traffic violations</i>		ORS 153.020(1)	No change	
Class A	\$ 875	ORS 153.020(1)(a)	No change	
Class B	\$ 525	ORS 153.020(1)(b)	No change	
Class C	\$ 325	ORS 153.020(1)(c)	No change	
Class D	\$ 225	ORS 153.020(1)(d)	No change	
Fines for Misdemeanors, Maximum				
Class A	\$ 6,250	ORS 161.635(1)(a)	No change	
Class B	\$ 2,500	ORS 161.635(1)(b)	No change	
Class C	\$ 1,250	ORS 161.635(1)(c)	No change	
LIBRARY DEPARTMENT				
Out of District Library Card	\$ 95	Resolution 2023-10	No change	per year
Overdue Fines	\$ 0.10	Resolution 2023-10	No change	per day; Cap of \$1.00 per item, all items
Lost or damaged beyond repair library items	Cost of Replacement	Resolution 2023-10	No change	
Missing and/or damaged parts	Cost of Replacement	Resolution 2023-10	No change	
Black & White Copies (from computer and/or copy machine)	\$ 0.10	Resolution 2023-10	No change	per side
Color Copies (from computer and/or copy machine)	\$ 0.25	Resolution 2023-10	No change	per side
Conference Room Refundable Cleaning Deposit	\$ 50	Resolution 2023-10	No change	
Book Sale Items	\$0.50-\$2.00	Resolution 2023-10	No change	Varies by item and sales
POLICE DEPARTMENT				
Fingerprinting	\$ 20	Resolution 2023-10	\$25; \$15 each add'l card	
Vehicle Release Impound Fee	\$ 100	Resolution 2023-10	\$ 150	
Special Events - Officer Rate	\$100/hr	Resolution 2023-10	\$105/hr	
Special Events - Sergeant Rate	\$121/hr	Resolution 2023-10	\$125/hr	
Police Report	\$15 up to 10 pages	Resolution 2023-10	No change	\$0.25 each additional page
Police Report Printed Color Photographs	\$ 0.50	Resolution 2023-10	No change	per 8.5" x11" sheet
Police Report Photos/Audio/Video on USB	\$20 + staff time	Resolution 2023-10	No change	
Police Report Photos/Audio/Video by digital download	\$15 + staff time	Resolution 2023-10	No change	
Hourly Research/Redaction Fee	\$40/hr	Resolution 2023-10	No change	@ 15 minute intervals
Alarm Permit Fees				
Registration/Renewal - Residential	\$ 30	Resolution 2023-10	No change	
Registration/Renewal - Commercial	\$ 50	Resolution 2023-10	No change	
Registration/Renewal - Over 65/Low Income/Disabled	\$ -	Resolution 2023-10	No change	
Late Fee	\$ 25	Resolution 2023-10	No change	
False Alarm - 1st	\$ 50	Resolution 2023-10	No change	
False Alarm - 2nd	\$ 100	Resolution 2023-10	No change	
False Alarm - 3rd and up (each)	\$ 150	Resolution 2023-10	No change	
Reinstatement of Revoked Permit	\$ 100	Resolution 2023-10	No change	
Failure to Report New Install	\$ 250	Resolution 2023-10	No change	



CITY OF MOLALLA MASTER FEE SCHEDULE

Resolution No. 2024-24
Effective January 1, 2025

Note: This schedule does not incorporate SDC and utility rates.

Exhibit B

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COMMUNITY DEVELOPMENT DEPARTMENT	Amount	Notes
Planning Division		
Building Permit - Residential		
Single Family Residence or Accessory Dwelling Unit	\$ 495.00	
Duplex	\$ 825.00	
Multifamily	\$ 715 + \$110/unit	
Accessory Buildings, Non-Living Space	\$ 165.00	
Non-Exempt Remodels - not increasing sq footage	\$ 220.00	
Residential Additions	\$ 275.00	
Building Permit - Non-Residential		
0-5,000 sq ft	\$ 495.00	
5,001-10,000 sq ft	\$ 605.00	
10,001-50,000 sq ft	\$ 907.50	
50,001-100,000 sq ft	\$ 1,017.50	
More than 100,000 sq ft	\$ 1,210.00	
Parking Lot, Paving/Landscaping	\$ 440.00	
Tenant Improvement or Remodel-not increasing sq footage	\$ 495.00	
Legislative Applications		
Annexation	\$4,125 + 3,757 deposit if election is required	
Comprehensive Plan Amendment	\$ 4,235.00	
Zone Change	\$ 3,630.00	
Land Use Applications		
Code Interpretation - Type II	\$ 1,210.00	
Code Interpretation - Type IV	\$ 3,630.00	
Partition - Preliminary Plat	\$ 1,925.00	
Partition - Final Plat	\$ 385.00	
Subdivision - Preliminary Plat	\$ 3,630.00	
Subdivision - Final Plat	\$ 660.00	
Master Plan - Concept Plan	\$ 3,630.00	
Master Plan - Detailed Dev. Plan	\$ 1,815.00	
Master Plan - Site Design Review	\$ 1,815.00	
Similar Use Determination - Type II	\$ 1,210.00	
Similar Use Determination - Type III	\$ 1,760.00	
Conditional Use Permit	\$ 3,025.00	
Extension of Nonconforming Use Status - Type III	\$ 1,815.00	
Site Design Review - Type II	\$ 1,925.00	
Site Design Review - Type III	\$ 3,850.00	
Temporary Use - Type II	\$ 1,100.00	
Adjustment of Code Standard	\$ 605.00	
Variance	\$ 3,025.00	
Modification of approval - Type 1	\$ 385.00	
Modification of approval - Type 2	\$ 1,100.00	
Modification of approval - Type 3	\$ 3,575.00	
Appeal of a Type 2 Decision	\$ 2,200.00	
Appeal of a Type 3 Decision	\$ 2,750.00	
Historical Designation or Removal	\$ 1,210.00	
Miscellaneous		
Addressing	\$82.50 per address	
LUCS Review for State Permit	\$ 247.50	
Pre-Application Meeting - Type 1	\$ 165.00	

<i>Pre-Application Meeting - Type 2</i>	\$ 495.00	
<i>Pre-Application Meeting - Type 3</i>	\$ 935.00	
<i>Zoning Verification Letter</i>	\$ 110.00	
<i>Excavation/Grading Application Review</i>	\$ 110.00	
<i>Excavation/Grading Permit</i>	Greater of \$55 or \$0.22 per cubic yard	If County grading permit is required, this permit is not applicable.
<i>Demolition Permit</i>	\$ 137.50	
<i>Erosion Control Application Review</i>	\$ 82.50	
<i>Erosion Control Permit < 1 acre</i>	\$ 137.50	
<i>Erosion Control Permit > 1 acre</i>	\$ -	DEQ 1200-C required to be submitted to City
<i>Change of Use/Occupancy</i>	\$ 192.50	
<i>Mobile Food Unit as Accessory to a Primary Use</i>	\$ 192.50	MFU's as Primary Use, See Site Design Review
<i>Home Occupation Permit</i>	\$ 192.50	Business use in residential structure
<i>Other Type I Application</i>	\$ 192.50	
<i>Property Line Adjustment</i>	\$ 825.00	
<i>Micro-Generation of Power (Solar)</i>	\$ 110.00	
<i>Sign Permit</i>	\$ 165.00	
<i>Tree Permit</i>	\$ 27.50	
<i>Additional Planning Inspection</i>	\$82.50/hr (each staff member)	1 initial inspection and 1 follow-up inspection is included in application fee
Public Works Division		
Water & Sewer Fees		
<i>Water Hook Up Fee</i>	\$ 715.00	
<i>Sewer Hook Up Fee</i>	\$ 715.00	
<i>Bulk Water Fees</i>	\$5.50/Cf	
<i>Bulk Water Meter Deposit (refundable)</i>	\$ 750.00	
<i>Bulk Water Meter Account & Meter I/R</i>	\$ 85.00	
<i>2" Meter or Larger</i>	Time & materials cost + 20%	
Engineering Fees		
<i>Engineering Design Review Fee</i>	3% of project cost, min. \$770	Includes 1 initial review and 1 follow-up review only.
<i>Construction Permit Fee</i>	2% of project cost, min. \$330	Includes 1 final inspection and 1 re-inspection only.
<i>Additional Design Review or Additional Final Inspection</i>	\$82.50/hr (each staff member)	1 initial inspection/review and 1 follow-up inspection/review is included in permit/review fee
Right-of-Way Permit Fees		
<i>Right-of-Way Permit Fees</i>	\$ 165.00	
<i>Right-of-Way Permit Fees with Street Cut/Repair</i>	\$ 220/cut	
<i>Driveway/Sidewalk/Curb & Gutter Construction Permit Fee</i>	\$ 220.00	
<i>Additional Final Inspection</i>	\$82.50/hr (each staff member)	1 initial inspection and 1 follow-up inspection is included in review fee
<i>Fire Hydrant Flow Test</i>	\$247.50/first hydrant	\$165 each additional hydrant
Plotter Fees		
<i>Base Rate Per Request</i>	\$ 15.00	plus paper size fee each sheet
<i>Page Size - 24"x18"</i>	\$ 0.30	
<i>Page Size - 24"x30"</i>	\$ 0.45	
<i>Page Size - 24"x36"</i>	\$ 0.55	
<i>Page Size - 36"x44"</i>	\$ 1.00	

Recording Fees (Easements and ROW Dedications)	Actual Recording Cost plus Staff/Vehilce time	Payment required prior to occupancy/project acceptance.
After hours non-city call out	Actual Cost of Staff/Vehicle time + 10%	
Equipment Rates - Hourly (does not include operator/staff charged at actual rate)		
<i>Backhoe</i>	\$ 126.50	
<i>Dump Truck (large)</i>	\$ 165.00	
<i>Dump Truck (small)</i>	\$ 88.00	
<i>Mower</i>	\$ 38.50	
<i>Pickup</i>	\$ 33.00	
<i>Street Sweeper</i>	\$ 220.00	
<i>Utility Service Truck</i>	\$ 121.00	
<i>Utility Truck</i>	\$ 44.00	
<i>Utility Truck w/ Liftgate</i>	\$ 66.00	
<i>Vactor Truck</i>	\$ 275.00	
<i>Water Tanker</i>	\$ 137.50	
<i>Other Public Works Equipment (varies)</i>	\$ 22.00-137.50	
Parks Division		
<i>Parks Key Deposit (refundable)</i>	\$ 25.00	
<i>Special Event Permits</i>	\$ 1,000.00	
<i>Special Event Rentals</i>	\$50 per barrier for one day; \$20 per barrier each add'l day	Includes drop-off/pick up

FINANCE DEPARTMENT	Amount	Notes
Utility Billing Division		
<i>Service Shutoff/Reconnect Fee</i>	\$ 50.00	
<i>Late Fee</i>	\$ 15.00	
<i>Utility Service Deposit Residential & Commercial</i>	\$ 100.00	refundable
<i>Water/Sewer/Storm Base and Use Rates</i>		By Separate Resolution
Administrative Division		
<i>Annual Budget/Audit copies</i>	\$ 25.00	Available online
<i>Business License - New</i>	\$ 100.00	50% for new licenses issued July 1- Dec 31
<i>Business License - Annual Renewal</i>	\$ 70.00	
<i>Business License - Late Fee</i>	\$ 30.00	per month delinquent
<i>Business License - Printed Copy of List</i>	\$ 20.00	
<i>Business License - Temporary</i>	\$25 per day/permit required	MMC 5.24.021
<i>Certified Copy</i>	\$ 5.00	per page
<i>Lien Fee</i>	\$ 110.00	
<i>Lien Search</i>	\$ 30.00	
<i>Fax - Local</i>	\$ 1.00	per page
<i>Fax - Long Distance</i>	\$ 3.00	per page
<i>Liquor License - New</i>	\$ 100.00	Limited by ORS 471.166 (8)
<i>Liquor License - Renewal</i>	\$ 35.00	Limited by ORS 471.166 (8)
<i>Photocopying - Black & White</i>	\$ 0.15	per page
<i>Photocopying - Color</i>	\$ 0.30	per page
<i>Public Records Requests</i>	Charges based on actual cost	See Public Records Request form for specifics
<i>Administrative Invoicing Rate</i>	10% of invoice	For compiling and billing out insurance or other non-routine costs
<i>Returned Check Fee</i>	\$ 35.00	
<i>Incorrect Bank Account Fee</i>	\$ 15.00	
<i>Copy of Council Meeting Video (flash drive)</i>	\$ 10.00	Available online
<i>Overnight Parking - Daily</i>	\$ 5.00	Permit required
<i>Overnight Parking - Weekly</i>	\$ 25.00	Permit required
<i>Overnight Parking - Monthly</i>	\$ 100.00	Permit required
Municipal Court Division		
Administrative Fees		
<i>Bench Warrant - Failure to Appear</i>	\$ 50.00	
<i>Bench Warrant - Probation Violation</i>	\$ 50.00	
<i>Bench Warrant - Other Type</i>	\$ 50.00	
<i>Bench Probation - Monitored</i>	\$ 100.00	
<i>Returned or NSF Check</i>	\$ 50.00	
<i>Collection Fee</i>	\$ 100.00	or 25% of the presumptive fine, whichever is greater, not to exceed \$250 per statute.
<i>Court Appointed Attorney Fee - Pretrial</i>	\$ 200.00	
<i>Court Appointed Attorney Fee - Pretrial - DUII</i>	\$ 350.00	
<i>Court Appointed Attorney Fee - PV Hearing</i>	\$ 150.00	
<i>Court Appointed Attorney Fee - Bench Trial</i>	\$ 350.00	
<i>Court Appointed Attorney Fee - Bench Trial - DUII</i>	\$ 450.00	
<i>Court Appointed Attorney Fee - Jury Trial</i>	\$ 500.00	
<i>Court Appointed Attorney Fee - Jury Trial - DUII</i>	\$ 600.00	
<i>Deferred Sentencing Fee</i>	\$ 150.00	
<i>Discovery Fee - Outside Counsel</i>	\$ 50.00	
<i>Diversion Fee - Seatbelt</i>	\$ 65.00	
<i>Diversion Fee - Traffic School</i>	\$50 less than presumptive fine	

Court Administrative Fees (cont.)		
<i>Failure to Appear Notice</i>	\$	25.00
<i>Fixit Ticket Program Fee</i>	\$	50.00 per offense
<i>Installment Agreement - Payment Plan Fee</i>	\$	30.00
<i>Installment Agreement - City Assessment</i>	\$	10.00 per offense
<i>License Suspension Fee (FTA)</i>	\$	25.00 per offense
<i>Order to Appear Letter</i>	\$	25.00
<i>Order to Show Cause Letter</i>	\$	25.00
<i>Certified Copy</i>	\$	5.00
<i>Photocopying - Black & White</i>	\$	0.15 per page
<i>Photocopying - Color</i>	\$	0.30 per page
<i>Public Records Requests</i>	Charges based on actual cost	See Public Records Request form for specifics
Statutory Fees		
Appeals		
<i>Appeal to higher court from municipal court of action for commission of a state violation or for violating city ordinance</i>	\$	281.00
<i>Appeal from license suspension for refusal of breath test, appellant</i>	\$	281.00
DUII Diversion Agreement		
<i>Petition for diversion</i>	\$	490.00
<i>Petition to extend diversion period</i>	\$	-
Setting Aside a Conviction, Arrest, Citation or Charge		
<i>Motion for order setting aside a conviction</i>	\$	-
<i>Motion for order to set aside a judgment of guilty except for insanity</i>	\$	-
<i>Motion for order to set aside an arrest, issuance of a criminal citation, or a criminal charge</i>	\$	-
<i>Motion under ORS 475B.401 to set aside a qualifying marijuana conviction</i>	\$	-
Presumptive Fines - Violations		
<i>Standard presumptive fines for violations</i>		
<i>Class A</i>	\$	440.00
<i>Class B</i>	\$	265.00
<i>Class C</i>	\$	165.00
<i>Class D</i>	\$	115.00
Court Statutory Fees - Presumptive Fines (cont.)		
<i>Special zone presumptive fines for traffic violations</i>		
<i>Class A</i>	\$	875.00
<i>Class B</i>	\$	525.00
<i>Class C</i>	\$	325.00
<i>Class D</i>	\$	225.00
Fines for Misdemeanors, Maximum		
<i>Class A</i>	\$	6,250.00
<i>Class B</i>	\$	2,500.00
<i>Class C</i>	\$	1,250.00

LIBRARY DEPARTMENT	Amount	Notes
<i>Out of District Library Card</i>	\$ 95.00	per year
<i>Overdue Fines</i>	\$ 0.10	per day; Cap of \$1.00 per item, all items
<i>Lost or damaged beyond repair library items</i>	Cost of Replacement	
<i>Missing and/or damaged parts</i>	Cost of Replacement	
<i>Black & White Copies (from computer and/or copy machine)</i>	\$ 0.10	per side
<i>Color Copies (from computer and/or copy machine)</i>	\$ 0.25	per side
<i>Conference Room Refundable Cleaning Deposit</i>	\$ 50.00	
<i>Book Sale Items</i>	\$0.50-\$2.00	Varies by item and sales

POLICE DEPARTMENT	Amount	Notes
<i>Fingerprinting</i>	\$25; \$15 each add'l card	
<i>Vehicle Release Impound Fee</i>	\$ 150	
<i>Special Events - Officer Rate</i>	\$105/hr	
<i>Special Events - Sergeant Rate</i>	\$125/hr	
<i>Police Report</i>	\$15 up to 10 pages	\$0.25 each additional page
<i>Police Report Printed Color Photographs</i>	\$ 0.50	per 8.5" x11" sheet
<i>Police Report Photos/Audio/Video on USB</i>	\$20 + staff time	
<i>Police Report Photos/Audio/Video by digital download</i>	\$15 + staff time	
<i>Hourly Research/Redaction Fee</i>	\$40/hr	@ 15 minute intervals
Alarm Permit Fees		
<i>Registration/Renewal - Residential</i>	\$ 30.00	
<i>Registration/Renewal - Commercial</i>	\$ 50.00	
<i>Registration/Renewal - Over 65/Low Income/Disabled</i>	\$ -	
<i>Late Fee</i>	\$ 25.00	
<i>False Alarm - 1st</i>	\$ 50.00	
<i>False Alarm - 2nd</i>	\$ 100.00	
<i>False Alarm - 3rd and up (each)</i>	\$ 150.00	
<i>Reinstatement of Revoked Permit</i>	\$ 100.00	
<i>Failure to Report New Install</i>	\$ 250.00	



CITY OF MOLALLA

Staff Report

Agenda Category: ORDINANCES AND RESOLUTIONS

Agenda Date: Wednesday, December 11, 2024

Submitted by: Christie Teets, City Recorder

Approved by: Dan Huff, City Manager

SUBJECT: Resolution No. 2024-25: Certifying the Results of the November 5, 2024 General Election (Teets)

FISCAL IMPACT: Unknown. At the time of the posting of this packet, an automatic recount is underway for the City of Molalla Councilor candidates Martin Bartholomew and Darci Lightner.

Clackamas County Elections Office provided an estimate of \$10,500 for recount fees.

RECOMMENDATION/RECOMMENDED MOTION:

Staff is seeking approval.

Recommended Motion: I move to approve Resolution No. 2024-25, Certifying the Results of the November 5, 2024 General Election.

BACKGROUND:

Molalla Municipal Code 2.02.190, Election notice and results, letter E states: "The Recorder must provide certification of the election results to the Council at the first Council meeting after the results are certified by the County Clerk."

Please see the following certified election results from the November 5, 2024 General Election.

ATTACHMENTS:

[6B Resolution No. 2024-25 Certifying the Results of the November 5, 2024 General Election.docx](#)
[Certified Results - Clackamas County Election Office](#)



RESOLUTION NO. 2024-25

A RESOLUTION OF THE CITY OF MOLALLA, OREGON
CERTIFYING THE RESULTS OF THE NOVEMBER 5, 2024 GENERAL ELECTION

WHEREAS, an election having been held on the 5th day of November 2024, for the purpose of voting for Council positions of Mayor and three Councilors; and

WHEREAS, the tabulation of votes cast as said election having been filed in the office of Clackamas County Elections Office on November 5, 2024; and

WHEREAS, the City of Molalla’s Elections Officer being the proper office to do so, having canvassed the votes for said election, finds that they were as follows:

MAYOR – ELECT ONE	TOTAL VOTES CAST
Scott Keyser	2980
Amy Williams	876
Jennifer Satter	470

COUNCILOR – ELECT THREE	TOTAL VOTES CAST
Martin Bartholomew	1777
Doug Gilmer	1990
Darci Lightner	1768
Thomas Lutrell	1015
Eric Vermillion	2214

(Candidates with the three highest vote tallies will be elected to City Council.)

Now, Therefore, the City of Molalla Resolves:

Section 1. The certified election results attached to this resolution as “Exhibit A” are now made a part of the record of proceedings of the City Council.

Section 2. Effective Date. This Resolution shall be effective upon adoption.

Signed this 11th day of December 2024.

Scott Keyser, Mayor

ATTEST:

Christie Teets, CMC
City Recorder

Canvass Results Report

Official Ballots

Run Time 3:18 PM
Run Date 12/02/2024

Clackamas County

November 5, 2024 General Election

11/5/2024
Page 108

Official Results

Registered Voters
248910 of 319822 = 77.83%

Precincts Reporting
119 of 119 = 100.00%

City of Molalla, Mayor - Vote for one

Precinct	Scott Keyser	Amy Williams	Jennifer Satter	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-In	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
111	2,980	876	470	4,326	519	0	31	4,876	4,876	7,007	69.59%
Totals	2,980	876	470	4,326	519	0	31	4,876	4,876	7,007	69.59%

CERTIFIED COPY OF THE ORIGINAL
CATHERINE MCMULLEN, COUNTY CLERK

BY: 



Canvass Results Report

Official Ballots

Run Time 3:18 PM
Run Date 12/02/2024

Clackamas County

November 5, 2024 General Election

11/5/2024
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Official Results

Registered Voters
248910 of 319822 = 77.83%

Precincts Reporting
119 of 119 = 100.00%

City of Molalla, Councilor - Vote for three

Precinct	Eric Vermillion	Martin Bartholomew	Doug Gilmer	Darci Lightner	Tom Luttrell	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-In	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
111	2,214	1,777	1,990	1,768	1,015	8,764	5,706	3	149	4,876	4,876	7,007	69.59%
Totals	2,214	1,777	1,990	1,768	1,015	8,764	5,706	3	149	4,876	4,876	7,007	69.59%

CERTIFIED COPY OF THE ORIGINAL
CATHERINE MCMULLEN, COUNTY CLERK

BY: 





CITY OF MOLALLA

Staff Report

Agenda Category: GENERAL BUSINESS

Agenda Date: Wednesday, December 11, 2024

Submitted by: Christie Teets, City Recorder

Approved by: Dan Huff, City Manager

SUBJECT: Planning Commission Reappointments (Teets)

RECOMMENDATION/RECOMMENDED MOTION:

A motion is necessary for each Commissioner.

Suggested Action:

"I move to appoint David Potts to an additional four-year term to Molalla Planning Commission."

"I move to appoint Brady Rickey to an additional four-year term to Molalla Planning Commission."

"I move to appoint Connie Sharp to an additional four-year term to Molalla Planning Commission."

BACKGROUND:

Planning Commissioners David Potts, Brady Rickey, and Connie Sharp have terms are expiring on December 31, 2024. Each has expressed interest in remaining on Planning Commission.

David Potts filled the remaining term of Greg Hillhouse, who briefly filled the remaining term of Commission Chair Raelynn Botsford. Mr. Potts is seeking reappointment.

Brady Rickey filled the remaining term of Rick Deaton. Mr. Rickey is seeking reappointment.

Connie Sharp's four-year term has expired. Ms. Sharp is seeking reappointment.



CITY OF MOLALLA

Staff Report

Agenda Category: GENERAL BUSINESS

Agenda Date: Wednesday, December 11, 2024

Submitted by: Dan Huff, City Manager

Approved by: Dan Huff, City Manager

SUBJECT: Draft Lease Agreements for Fox Park & Molalla Public Library (Huff)

RECOMMENDATION/RECOMMENDED MOTION:

I move to authorize the City Manager to finalize and sign the proposed lease agreements for Fox Park and Molalla Public Library.

BACKGROUND:

Council is aware that the City and the Molalla River School District have been discussing options for new lease agreements regarding Fox Park and the Molalla Public Library. Molalla Staff and representatives from the District met on two occasions to craft what we believed to be acceptable language to extend the “leases.” Council previously provided direction to move forward with our respective attorneys to finalize lease language.

Attached to this memo is a draft lease that will be used for both facilities but with two leases. One for Fox Park and the other for the Library. The following comments are highlights and/or changes to the original attorney crafted proposals:

1. Both leases include a 50-year timeframe for both properties. The reference for 25 years is related to the old lease.
2. Item 9. (a) The District will affix a sign identifying the property as MRSD ownership.
3. Item 9. (c) Language includes that their right of access for anything requires 24 hours’ notice.
4. Item 9. (f) Modular building language has been deleted.
5. Item 6. Within the Agreement it states that within 24 months of the full extension of the Agreement, Lessor (MRSD) shall engage the Lessee (City) and share details on property sale options (if any), possible longer guaranteed lease terms (if any), and any possible library expansion options (if any).

We believe that these Lease options provide the City with enough certainty to move forward.

ATTACHMENTS:

[7B1 Molalla - MSRD Library Lease 12-5-24 Draft \(00923385xB8084\).docx](#)

[7B2 Fox Park and Library Lease Property_V2.png](#)

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease Agreement”)

is by and between

MOLALLA RIVER SCHOOL DISTRICT ("Lessor"),

and

CITY OF MOLALLA, ("Lessee"),

RECITALS:

WHEREAS, the Lessor leased the property depicted in Exhibit A to the Lessee pursuant to a 25 year lease at \$1 per year set to expire on September 30, 2023;

WHEREAS, the parties entered into a Lease Modification in 2011, dividing the “Park” and “Library” portions of the property into two distinct leases;

WHEREAS, the 2011 Lease Modification stated that the lease for the “Park” was to be renewed automatically on a year-to-year basis and the lease for the “Library” had an undefined term;

WHEREAS, the parties entered into a Lease Modification in 2023, similar to the 2011 Lease Modification, which did not establish a term for the “Library” lease;

WHEREAS, the parties entered into a Lease Modification in 2024, set to expire on March 22, 2025, defining the terms of the lease for the “Park” and the “Library” for a one year period;

WHEREAS, the parties wish to enter into the following Lease Agreement for the “Library” as follows:

AGREEMENT:

(1) **PROPERTY.** For the consideration of the payments and covenants hereinafter specified, to be respectively paid and performed by the parties, Lessor leases to Lessee, and Lessee leases from Lessor, for the term and at the rental and upon the conditions hereinafterspecified, the following described real property:

The premises as defined in THE LEASE is depicted in Exhibit A, and by this reference incorporated herein. The area on Exhibit A labeled “Molalla Public Library and Basketball Courts” is the premises described in this Lease Agreement.

(2) **TERM.** The term of this lease shall be for a period of fifty (50) years beginning

December 1, 2024 through December 1, 2074.

(3) RENT. The rental herein reserved unto the Lessor and which the Lessee covenants to promptly pay, unto the Lessor at the initial rate of \$1.00 per year.

(4) RENEWAL. The Lessor intends that the lease will terminate on December 1, 2074 and will not be extended unless the parties renegotiate the rental rate to reflect the fair market value of such a lease.

(5) TERMINATION. The lease is terminable by either party after December 1, 2028. If either party wishes to terminate the lease, that party shall provide a minimum of twenty-four (24) months' notice; therefore, the first date unilateral notice of termination may be provided is December 1, 2026. The lease is also terminable at any time by mutual agreement of the parties.

(6) COMMUNICATION REGARDING OPTIONS. Within twenty-four (24) months of the full execution of this Agreement, Lessor shall engage the Lessee and share details on possible property sale options (if any), possible longer guaranteed lease terms (if any), and possible library expansion options (if any).

(7) CONDITION OF PREMISES. Premises shall be leased in an "as is" condition provided.

(8) CONSENT REQUIRED. Lessee shall not make any alterations, additions, or improvements to or upon the premises in excess of \$50,000 without Lessor's prior written consent, which shall not be unreasonably withheld. Lessee shall direct any requests for consent for alterations, additions, or improvements to the Executive Administrative Assistant to the Lessor's Superintendent via email at least thirty (30) days in advance of beginning any alterations, additions, or improvements.

- (a) Lessor will respond to the emailed request for consent within 30 days of receiving the email request from the Lessee.
- (b) If the event of a needed emergency repair (e.g. emergency roof repair, newly discovered imminent danger, significant structural risk, and significant damages) that cannot reasonably wait for up to 30 days for a Lessor response, the Lessee will email the Lessor notice of the emergency repair as soon as possible and proceed with the emergency repair without consent. Such Emergency Notices and Requests for Consent from the Lessee shall be emailed to the Executive Administrative Assistant to the Superintendent.
- (c) Lessee will provide emailed courtesy notice to Lessor 30 days in advance of alterations, additions, or improvements costing over \$10,000 and less than or equal to \$50,000.

Lessor agrees to cooperate with Lessee in all respects in connection with Lessee's construction of any approved Improvements, including but not limited to, executing the applications and other instruments reasonably necessary for construction of the Improvements, provided that Lessor will not be required to pay any application fees or incur any other costs or liabilities in connection with the Improvements beyond Lessor's fees for any professional advice Lessor desires.

(9) DUTIES OF LESSEE. The Lessee shall:

- (a) Grant Lessor access to the PROPERTY for the purpose of affixing, at the Lessor's expense, matching signage wherever this is current signage for the "Library" stating "This Molalla River School District property is proudly made available to the community in partnership with the City of Molalla."
- (b) Keep the premises free from all liens, including construction liens, which are based on any act or omission of Lessee, or any person claiming under Lessee.
- (c) Permit Lessor or its agents to go upon the premises during business hours upon reasonable notice for the purpose of examining or repairing any part of the premises, and at any time during the last 60 days of term of this lease, or any renewal thereof, to place "to let" or "to lease" signs on the premises. Before entering upon the premises as authorized by this paragraph, Lessor shall provide Lessee with at least 24 hours' notice, provide that such notice shall not be required in the event of an emergency situation requiring immediate attention to protect or repair the premises or otherwise protect the public health and safety.
- (d) Comply, at Lessee's expense, with all statutes, ordinances, orders, and regulations of any duly constituted governmental authority pertaining to the premises or their specific use by Lessee.
- (e) Permit no environmentally hazardous substances or materials (as defined from time to time by applicable law) to be released, used or stored on the premises, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's operations and maintenance that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good environmental practices.
- (f) Be responsible for the heating facilities and those repairs and alterations required of Lessee. Lessee shall keep the same in good condition and repair in compliance with applicable statutes, codes and regulations.

(10) UTILITIES AND SERVICES: In addition to the base rent the Lessee shall pay for all utilities servicing the Premises, including but not limited to electricity, natural gas, telephone and data services, janitorial services and garbage service.

(11) REPAIRS AND ALTERATIONS. Lessee shall maintain and repair, at their expense, the roof, structural parts of the "Library" space and HVAC. Lessee shall maintain the interior of the premises in reasonably good condition, at its expense. Lessee will maintain all plumbing, electrical, lighting fixtures and bulbs on the premises. At the termination of this lease, Lessee shall surrender the premises to Lessor in broom swept condition, ordinary wear and tear and casualty excepted.

(12) REAL ESTATE TAXES. The Lessee shall not pay real property taxes as the property is owned by MOLALLA RIVER SCHOOL DISTRICT and Lessee is a public entity, qualifying for exemption. If after the commencement date (set forth in paragraph 2 Term) it is determined that Lessee does not qualify for the exemption, then the Lessee shall pay its pro-rata share of real estate taxes due on the Premises.

(13) INDEMNIFICATION. To the extent permitted by law and within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement.

(14) LIABILITY INSURANCE. Lessee shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Lessee's cost: commercial general liability insurance, in a responsible company, for bodily injury and property damage with limits of not less than \$1,000,000 per occurrence or \$2,000,000 general aggregate coverage. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Lessor's negligence. Such insurance shall protect Lessee against the claims of Lessor on account of the obligations assumed by Lessee, and shall name Lessor as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Lessor prior to any change or cancellation shall be furnished to Lessor immediately after execution of this lease.

(15) DAMAGE OR DESTRUCTION. If the Premises are destroyed or damaged to the extent of 40% of the Premises, Lessor may elect to terminate the lease as of the date of the damage or destruction by notice given to Lessee in writing not more than 45 days following the date of damage, provided that Lessee may, in Lessee's sole discretion, pay, at Lessee's sole cost and expense, to restore the Premises to working condition, in which case Lessor's right of termination provided by this paragraph shall be extinguished.

(16) FIRE AND CASUALTY INSURANCE. Lessee shall keep the premises and building improvements insured at their full insurable value against fire and other risks covered by a standard insurance policy with an endorsement for extended coverage. Lessee shall carry and bear the expense of insurance insuring the property of Lessee on the premises against such risks.

(17) RELEASE OF SUBROGATE RIGHTS. Neither of the parties shall be liable to the other of them, or to any subrogee, for any loss arising out of damage to or destruction of the premises, or for loss arising out of damage to or destruction of the contents of the premises, when the loss is caused by any of the perils included within a standard form of fire and extended coverage insurance policy. This paragraph shall be binding upon the parties whether or not the damage or destruction is caused by the negligence of either Lessor or Lessee, or their agents, employees, or representatives, and any and all rights of recovery on account thereof by either including any and all rights carrier or insurer on account thereof, are hereby waived and released.

(18) ASSIGNMENT. The Lessee may assign this lease or underlet the said premises, and permit the occupancy or use of any part thereof by any other person, with written notice to Lessor so long as the purpose is consistent with Lessee's mission.

(19) EMINENT DOMAIN. If any part or all of the premises is taken by a corporation or governmental authority having the right of eminent domain, by exercise, or by purchase under threat of exercise, of that right, this lease shall terminate as of the date title vests in the condemning authority. In such event, all rights and obligations of the parties shall cease as of the date of termination. Lessor shall be entitled to that portion of the award exceeding any award for loss of business, relocation benefits, if any, and any proceeds which are on account of the taking of equipment, fixtures or other personal property of Lessee. Lessee shall have no other claim against Lessor or the condemning authority on account of the taking of such property.

(20) HOLDING OVER. If Lessee holds over after the term of this lease, Lessee shall remain bound by all the covenants of this lease, except that the holding over shall be construed to create a tenancy from month to month.

(21) DEFAULT BY LESSEE. Time and the strict performance of this agreement are of the essence thereof, and the default by Lessee for thirty (30) days after receipt of written notice and opportunity to cure in any rent payment shall immediately entitle Lessor, at its option, to cancel and terminate this lease. The default by Lessee in any other covenant in this lease, after 30 days' written notice and opportunity to correct such default, shall entitle Lessor, at its option, to cancel and terminate this lease. If this lease is so terminated, Lessor shall be entitled to the immediate and peaceable possession of all said real property, except as otherwise provided in the Lease Agreement, and Lessee shall forthwith vacate premises without any further notice or proceedings, and Lessor shall have the immediate right to enter said premises, forcibly if necessary, and to remove all persons and their effects from said property without being guilty of trespass. Waiver by Lessor of any default shall not be deemed to be a continuing waiver of such default or of any similar default or of the strict performance of the terms of this lease in any particular.

(22) DEFAULT BY LESSOR. If Lessor fails to perform any covenant, condition, or agreement on its part to be performed under this Lease within thirty (30) days after receipt of written notice from Lessee specifying such failure (or if such failure cannot reasonably be cured within thirty (30) days, if Lessor does not commence to cure the failure within that thirty (30) day period or does not diligently pursue such cure to completion), then such failure will constitute a default hereunder and Lessor may be liable to Lessee for damages sustained by Lessee to the extent they are result of Lessor's default.

(23) LIEN FOR RENT. Pursuant to ORS 87.162 through 87.551, Lessor shall have a lien upon the property of Lessee brought upon the leased premises. Pursuant to these statutes, Lessor may take possession of the personal property and sell it and apply the proceeds of sale upon the unpaid rent.

(24) VACATING THE PREMISES. At the termination of this lease for any reason whatsoever, Lessee shall promptly vacate the premises and deliver them to Lessor in broom swept condition, ordinary wear and tear and damage by fire or other casualty alone excepted. All partitions, plumbing, electrical wiring, and other additions to or improvements upon the premises, whether installed by Lessor or Lessee, shall remain the property of the Lessor, provided that movable office fixtures, trade fixtures, and signs shall remain the property of Lessee., Lessee shall

remove all of its property at the termination of this lease without damage or injury to the premises. If Lessee fails to remove any of its property, including signs, or fails to repair any damage to the premises occasioned by it during its occupancy or removal, then on the termination of this lease, Lessor may remove Lessee's said property and repair such damage to the premises at the reasonable expense of Lessee, which Lessee shall pay on demand, and Lessor may sell, destroy, or otherwise dispose of any such property without liability to Lessee, except to apply the proceeds from any sale to any amount due Lessor from Lessee.

(25) RESERVATIONS. This lease does not grant to Lessee by implication or otherwise, any right to light and air, except the openings in walls abutting on public streets.

(26) ATTORNEY'S FEES. In case suit, action, or appeal is instituted to enforce any of the terms or provisions of this lease, then the prevailing party in such suit, action, or appeal shall be entitled to, and the other party shall pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees in such suit, action, or appeal.

(27) FORCE MAJEURE. The parties hereto agree that failure to perform any provision, representation or warranty contained in this lease due to an event of Force Majeure shall not cause such failing party to be in default of this lease. Force Majeure shall mean an occurrence beyond the reasonable control of the party affected including, but not limited to, acts of God or the public enemy, forces, explosions, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, or without limiting the foregoing circumstances, any circumstance of like or different character beyond the reasonable control of the party so failing; or interruption of or delay in transportation, inadequacy, shortage, excessive costs or failure of supply of energy or raw materials, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within said party's power to concede, or compliance by either party with any order, action, direction or request of any governmental officer, department agency, authority or committee thereof.

(28) PARTIES. This lease shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns, so far as assignable.

(29) NOTICES. All notices from Lessor to Lessee in connection with this lease shall be directed to CITY OF MOLALLA, 117 N. Molalla Ave., Molalla, OR 97038.

(30) All notices to Lessor in connection with this lease shall be directed to MOLALLA RIVER SCHOOL DISTRICT, 412 S. Swegle Ave, Molalla, OR 97038.

(31) QUIET ENJOYMENT. From the date the Lease commences Lessee will have the right to use the Leased Premises consistent with this Lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. Lessor represents and warrants to Lessee that it is the owner of the premises and has the right to lease to them. Lessor's agent (the signatory to this Lease) represents and warrants to Lessee that it has full right and authority to execute this Lease on behalf of Lessor. Lessor agrees to defend Lessee's right to quiet enjoyment of the premises from the lawful claims

of any persons during the Lease term.

(32) GOVERNING LAW AND VENUE/DISPUTE RESOLUTION. The parties hereby submit to jurisdiction in Clackamas County, Oregon and agree that any and all disputes arising out of or related to this Lease shall be litigated exclusively in the Circuit Court for Clackamas County, Oregon and in no federal court or court of another county or state. Each party to this Lease further agrees that pursuant to such litigation, the party and the party's officers, employees, and other agents shall appear, at that party's expense, for deposition in Clackamas County, Oregon. Any dispute involving this Lease may be resolved by court action or, in the alternative, mediation if both parties agree to mediation. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties, the dispute shall be resolved via court action.

(33) INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Lessee(s) and/or Lessee(s) shall at all times comply with all governmental requirements, (including federal, state and local laws and regulations), and cause all sub-Lessees, sub-lessees, agents and other users of the Premises to so comply. For example, although the retail production, sale or distribution of marijuana products is allowed under some state's laws, it is prohibited under the federal Controlled Substances Act. Therefore, in this instance, Lessee(s) and/or Lessee(s) must comply, and cause all sub-Lessees, sub-lessees, agents and other users to comply with federal law. Failure to comply is grounds for immediate default subject to the provisions of the Default section of the Lease.

(34) LIMITED ASSIGNMENT OF RIGHTS. Lessor assigns to Lessee, without recourse, any rights that Lessor may have against any parties causing damage to the he Premises to sue for and recover amounts expended by Lessee as a result of the damage.

(35) FURTHER ASSURANCES. Each Party shall execute all instruments and documents and take all actions as may be reasonably required to effectuate and carry out the purpose of this Agreement.

(36) INVALIDITY. If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

(37) BROKERAGE. Landlord and Tenant represent to each other that they have not employed any brokers in negotiating and consummating the transaction set forth in this Lease, but have negotiated directly with each other.

(38) RELATIONSHIP OF PARTIES. Nothing contained in this Lease is to be deemed or construed, either by the parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Lessor and Lessee.

(39) NO THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a signatory to this Agreement shall have any third-party beneficiary or other rights whatsoever under this Agreement. No other party or entity not a party to this Agreement may enforce the terms and provisions of this Agreement.

(40) PRIOR AGREEMENTS. This document is entire, final, and complete. This Agreement supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the use of the Premises for the term of this Agreement are concerned.

(41) MODIFICATION. This Agreement may be modified but no modification shall be valid unless in writing and signed by authorized representatives of the parties hereto.

(42) COUNTERPARTS/ELECTRONIC SIGNATURES. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Electronic signatures and copies of manual signatures delivered by Acrobat PDF, facsimile, or electronic signature service shall be deemed to be original signatures and shall be binding upon the Parties.

LESSEE:

CITY OF MOLALLA

By: _____

LESSOR:

MOLALLA RIVER SCHOOL DISTRICT

By: _____

EXHIBIT A





CITY OF MOLALLA

Staff Report

Agenda Category: GENERAL BUSINESS

Agenda Date: Wednesday, December 11, 2024

Submitted by: Mac Corthell, Assistant City Manager

Approved by: Dan Huff, City Manager

SUBJECT: Additional FTE: Associate Planner Position (Huff)

FISCAL IMPACT: \$43,670 for the balance of the 2024-2025 Fiscal Year

RECOMMENDATION/RECOMMENDED MOTION:

Staff is seeking approval.

Recommended Motion: "I move to approve the additional FTE request for the Community Development Department, for the purpose of hiring an Associate Planner."

BACKGROUND:

The City Council is aware that Staff operates lean with little bench depth within our various Departments. Even with this lean process we produce copious amounts of work at a prominent level of competence. Over the past few years, we have taken on necessary duties for the potential UGB Expansion, Park Master Plan, Wastewater Treatment Plant reconstruction, etc. These items have been moving forward without too much of a hitch using mostly current Staff levels. We have reached a point where it has become necessary to request an additional FTE (Full Time Equivalent) Associate Planner position within our Community Development Department.

Currently, Community Development is on average 35% below budget halfway through the year. We also have been relying on consultant services to help bridge timeline gaps. Use of consultant services will not be eliminated but consultant service use can be decreased with the additional position.

This position will enhance our ability to engage with the public in a more timely and efficient manner and provide a needed level of relief for Department Staff. We have an unobstructed view of our budget at this point in the fiscal year and we can easily cover this cost increase combined with reductions elsewhere.

If approved by Council, this position will be advertised and most likely filled in February 2025.



CITY OF MOLALLA

Staff Report

Agenda Category: GENERAL BUSINESS

Agenda Date: Wednesday, December 11, 2024

Submitted by: Christie Teets, City Recorder

Approved by: Dan Huff, City Manager

SUBJECT: Molalla Municipal Code Update - Chapter 2.17, Community Program Committees (Huff/Teets)

FISCAL IMPACT: N/A

RECOMMENDATION/RECOMMENDED MOTION:

Staff recommends direction from City Council.

BACKGROUND:

Chapter 2.17 does not list a term limit. Staff recommends two year terms for CPC's. If Council agrees, staff will bring an Ordinance amendment for approval to the January 8, 2025 meeting.

ATTACHMENTS:

[City of Molalla, OR COMMUNITY PROGRAM COMMITTEE.pdf](#)

Title 2. Administration and Personnel

Chapter 2.17. COMMUNITY PROGRAM COMMITTEE

§ 2.17.010. Committee established.

- A. All Community Program Committees shall function under the direction of policy established by the City Council and may have one City Councilor as a voting member. A Councilor may also be assigned as a liaison. Each Community Program Committee shall consist of five members appointed by the City Council.
- B. At least three persons shall be City residents or own a business within the City limits. The remaining appointed members do not require City residency.
- C. Members of the Committee shall elect from among their members a chair and vice-chair.
- D. Each Committee shall meet as deemed necessary and shall establish rules or procedures necessary to conduct business consistent with state or city requirements.
- E. Committee meetings shall be publicly noticed and be in conformance with Oregon's open meetings requirements.
- F. Summary minutes of Committee proceedings shall be recorded and retained in conformance with Oregon's public records requirements. Minutes of proceedings shall be submitted to the City Council for informational purposes as minutes are adopted.
- G. In January of each year the Committee shall submit a report on its activities to the City Council.
- H. All appointments to the Committee may be terminated at the pleasure of the Mayor with the consent of the City Council for the remaining portion of the term.

(Ord. 2019-14 §2)

§ 2.17.020. Mission.

The mission of each Community Program Committee is to:

- A. Carry out established City Council Policy.
- B. Encourage greater participation and opportunities for the Molalla area.
- C. Facilitate cooperation, coordination and communication among groups and individuals engaged in the community based on City Council policy direction.
- D. Sponsor, facilitate or coordinate events and activities to showcase the Molalla area.
- E. Encourage and promote Molalla based on Council policy direction.
- F. Pursue funding sources, projects and programs to enhance the Molalla Area.
- G. May provide liaison and representation to the City Council.

(Ord. 2019-14 §2)

§ 2.17.030. Definition of Community Program.

Each Community Program includes, but not limited to: art and culture, economic development, visual design, community livability and such other endeavors promoting and enhancing the Molalla Community as may be designated by the Council.

(Ord. 2019-14 §2)

§ 2.17.040. City support.

The City will provide web page access if deemed necessary. Other related support may occur through consultation with the City Manager; however, funding for events and projects is expected to be generated by the Committee. The City shall receive and disburse funds for the Committee in accordance with the City's accounting and purchasing practices and provide guidance to the Committee on fundraising and finance matters.

(Ord. 2019-14 §2)



CITY OF MOLALLA

Staff Report

Agenda Category: GENERAL BUSINESS

Agenda Date: Wednesday, December 11, 2024

Submitted by: Christie Teets, City Recorder

Approved by: Dan Huff, City Manager

SUBJECT: Goal Setting Conference/Strategic Planning Session (Keyser/Huff)

RECOMMENDATION/RECOMMENDED MOTION:

None. For Council discussion.

BACKGROUND:

Mayor Keyser has requested this item for discussion. The annual Goal Setting Conference is scheduled for January 11, 2025 at the Civic Center.



CITY OF MOLALLA

Staff Report

Agenda Category: STAFF REPORTS

Agenda Date: Wednesday, December 11, 2024

Submitted by: Christie Teets, City Recorder

Approved by: Dan Huff, City Manager

SUBJECT: Budget Committee & Library Board Vacancies (Teets)

RECOMMENDATION/RECOMMENDED MOTION:

None.

BACKGROUND:

The Budget Committee has terms expiring that creates three vacancies. Glen Boreth, Levi Davis, and Darci Lightner have expiring terms.

Mr. Boreth has resigned his term and is not seeking reappointment. As of the date of this report, staff is waiting to determine election results regarding Ms. Lightner. Staff has contacted Mr. Davis, however have not heard back.

The Library Board has a vacancy created by the resignation of former board member, Robert Thompson.

This report is for Council information and no action is required.



CITY OF MOLALLA

Staff Report

Agenda Category: STAFF REPORTS

Agenda Date: Wednesday, December 11, 2024

Submitted by: Christie Teets, City Recorder

Approved by: Dan Huff, City Manager

SUBJECT: League of Oregon Cities Elected Essentials Training - February 5, 2025 (Teets)

RECOMMENDATION/RECOMMENDED MOTION:

No action required. For Council information.

BACKGROUND:

The League of Oregon Cities is providing Elected Essentials Workshops throughout the state. The next training in our area is on Wednesday, February 5, 2025 at the Local Government Center, 1201 Court St NE, Salem.

Multiple staff members, along with Councilor-elect Gilmer, attended the training in Silverton on November 19th. The training is highly beneficial and recommended. Topics include: How to Achieve a High Functioning City Council, What City Officials Need to Know About Oregon's Public Records Law, Public Meetings in Oregon, Understanding Your Legal Obligations Under Oregon's Ethics Laws, Legal Powers & Impediments Affecting Elected Officials, and Lobbying 101.

Please contact the City Recorder if you would like to attend.



CITY OF MOLALLA

Staff Report

Agenda Category: STAFF REPORTS

Agenda Date: Wednesday, December 11, 2024

Submitted by: Christie Teets, City Recorder

Approved by: Dan Huff, City Manager

SUBJECT: Molalla Staff Presentation Materials - MRSD Work Session, November 21, 2024 (Teets)

RECOMMENDATION/RECOMMENDED MOTION:

None. For information only.

BACKGROUND:

Assistant City Manager Corthell attended the MRSD Work Session on November 21, 2024. Mr. Corthell presented topics related to the City's Local Government Internship Program and the Urban Growth Boundary.

The attached documents were presented at the Board meeting and are listed here for transparency purposes.

ATTACHMENTS:

[Staff Report - Internship.docx](#)

[Internship Syllabus.docx](#)

[Internship Outline.docx](#)

[Internship Description & Acknowledgment.docx](#)

[Staff Report - UGB.docx](#)

[Draft Work Program V4- Molalla.docx](#)



Mac Corthell – Assistant City Manager

315 Kennel Ave / PO Box 248

Molalla, OR 97038

Phone: (503) 829-7711

Email: mcorthell@cityofmolalla.com

To: Honorable Chair and School Board Commissioners, Molalla River School District

From: Mac Corthell, Assistant City Manager, City of Molalla

Date: November 21, 2024

Re: Local Government Internship for Highschool Juniors and Seniors

MEMORANDUM

Introduction. The City of Molalla offers a local government internship program that is aimed at providing a hands-on educational experience in local government to a high school student in their Junior or Senior year.

Body. The local government internship has proven to be a valuable experience for student interns and City Staff alike. The classroom/lecture portion of the internship provides an academic foundation for the various rules, laws, and policies the student applies each day of their internship. The practical application portion of the internship provides students an opportunity to gain hands-on experience applying what they have learned.

Additionally, each intern has an opportunity to shadow City employees working in various disciplines as a sort of job-shadow/career exposure opportunity. This is aimed at increasing the student's understanding of the work Cities perform, and at providing exposure to a slew of potential career paths.

The exposure to local government processes and public meetings helps provide each student with a basis for developing their own concept of responsible citizenship and augments their understanding of local government policies, procedures, and practices; valuable information for everyone regardless of their future professional endeavors.

Remarks from previous interns have placed great value on this increased understanding of civic operations both in terms of increased awareness and in terms of working through governmental framework to achieve a desired end.

Conclusion. Attached to this memorandum you will find a program outline, program description & acknowledgement, and a syllabus. These documents provide the framework for the internship program.

I'd like to thank the Board for the chance to share this opportunity with you, please don't hesitate to contact me using the information in the header if you have any follow-up questions or would like to discuss anything further.



Community Development Department
315 Kennel Ave/PO Box 248
Molalla, OR 97038
Phone 503.759.0205
www.cityofmolalla.com

City of Molalla Local Government Internship Syllabus
Term & Year
[Days & Hours TBD]

Mac Corthell, JD – Assistant City Manager
Email: mcorthell@cityofmolalla.com

This internship will introduce you to the nature, role, functions and operations of the city government in Oregon. The internship consists of a weekly classroom session taught by Assistant City Manager, Mac Corthell and other City Staff as appropriate. Students will have the opportunity to participate in practical application of the principals learned in classroom sessions. Finally, students will get the opportunity to job-shadow members of city staff.

The objectives of the internship are to provide students with education on local government structure and functions, an overview of the issues local governments face on a day-to-day basis, a chance to practically apply what they have learned, and familiarization with various roles in local government. Additionally, students will learn what it is like to be in the workforce, and how to be a productive member of a workplace team.

This internship is a mixture of classroom sessions and practical application. Students are expected to participate in discussion and application of the principals they learn. Students will be asked to participate in local government operations as assigned by the Assistant City Manager. Students will be asked to provide feedback on what they have learned. Students will receive evaluations from the Assistant City Manager at the end of the internship, and informal mentoring sessions throughout the internship.

Internship requirements:

1. Regular Attendance and Participation
2. Attend at least one City Council meeting and one Planning Commission meeting
3. Select and complete a “final project.” This project may be an actual City project, or an essay on a relevant topic. The Assistant City Manager, and pupil will define the final project in conference with the appropriate School District representative(s).

Reading Materials:

Oregon local government materials will be assigned as needed to augment classroom instruction and practical application.

COURSE OUTLINE

Class Topics

TBD	Welcome, Housekeeping, Course Overview
TBD	Introduction to Oregon Local Government & City of Molalla Structure and Departments. a. City Charters & Legal Authority
TBD	Government Ethics
TBD	Local Elections
TBD	Public Meetings & Public Records
TBD	Land Use/Public Property
TBD	Public Contracts/Intergovernmental Agreements
TBD	Land Use & Public Contracts Review
TBD	Revenue, Budgets, Financing
TBD	Public Officers & Employees
TBD	Torts & Liability
TBD	Property Taxes



Community Development Department
315 Kennel Ave/PO Box 248
Molalla, OR 97038
Phone 503.759.0205
www.cityofmolalla.com

City of Molalla & Molalla High School Internship Program Outline

Introduction

This outline describes the process and required documentation for the City of Molalla High School Internship Program.

Outline

- 1) Announce Internship
 - a) City Staff- Provide Position Description, Syllabus, and Parental Waivers to High School Staff.
 - b) High School Staff- Post Description, Syllabus, Parental Waivers as determined by School Administration.

- 2) Identify Eligible Candidates & Select the 3 most qualified for interviews
 - a) High School Staff- collect and review information to determine the following eligibility criteria are met:
 - i) Junior or Senior with 3.0 GPA or better;
 - ii) Resume & Cover letter turned in;
 - iii) Description and Parental Waivers signed and turned in with Resume & Cover letter;
 - b) High School Staff- determine 3 most qualified and apt students for consideration based on:
 - i) GPA;
 - ii) Verbal & Written communication skills;
 - iii) Computer literacy skills;
 - iv) Interpersonal skills;
 - v) Level of supervision required;
 - vi) Desire to learn about local government operations.
 - c) High School Staff- Provide the resume, cover letter, and parental releases for the top 3 candidates to City Staff.

- 3) Conduct Interviews
 - a) City Staff and High School Staff will conduct joint interviews of the 3 most viable candidates
 - i) City Staff & High School Staff- Cooperate on preparation of a list of questions for interviewees;
 - ii) High School Staff- Schedule interviews (coordinate with City Staff).

- 4) Select Intern
 - a) Once all interviews are complete, City Staff and High School Staff will collectively determine the top, middle, and bottom candidate.

- i) City Staff will offer the position to the top candidate first, then the middle and finally the bottom until a candidate accepts the position.
- 5) Begin Internship
- a) The selected intern will begin the internship on an agreed upon date. The intern's schedule will be determined cooperatively by all parties: city staff, high school staff, intern, intern's parents.
- 6) Internship
- a) City Staff will conduct the internship in accordance with the position description and syllabus;
 - b) City Staff will conduct monthly performance evaluations of the intern and provide them to High School Staff.
- 7) End Internship
- a) The intern will provide a final report (Topic to be determined by the Intern and City Staff during the Internship).
 - i) City Staff will grade and provide the final report to High School Staff.
 - b) City Staff will conduct a final evaluation and provide it to High School Staff.
 - c) The Intern will conduct a final evaluation of the internship and provide it to City Staff. City Staff will provide it to High School Staff.



Community Development Department
315 Kennel Ave/PO Box 248
Molalla, OR 97038
Phone 503.759.0205
www.cityofmolalla.com

Position Title: Local Government Intern
Organization: City of Molalla
Department: Community Development
Number of Openings: 1 Per Term
Remuneration: [School Credit?]

Start Date:
End Date:
Work Schedule: [TBD]
Hours per Week: [??] Minimum

Important- This is an unpaid internship. Student participants will not be paid by the City but may receive School Credit and/or Job Shadow credit as determined by Molalla High School.

Company Profile: The City of Molalla is a local government entity located in Clackamas County, Oregon with approximately 10,330 residents. The City of Molalla has approximately 56 paid employees to operate the full-service Municipal Government.

Position Description: The Local Government Intern will be responsible for various tasks related to practical application of the principals learned in the weekly classroom sessions (see Syllabus).

Learning Outcomes:

By the end of the internship, the intern will have an understanding of the legal, political, and practical considerations associated with:

- Resume & Cover Letter Preparation;
- Interviewing for a Position;
- Workplace Relationships & Teamwork;
- Oregon Local Government;
- Public Ethics;
- City & County Charters and legal authority;
- Special District services and legal authority;
- Land Use & Public Property;
- Local Elections;
- Public Contracts & Intergovernmental Agreements;
- Public Records/Meetings;
- Torts and Liability;
- Public Officers & Employees;
- Revenue, Budget & Financing;
- Property Taxes.

Qualifications:

- Strong Verbal and Written Communication Skills;
- Strong Computer Literacy Skills;
- Ability to complete basic tasks with limited supervision;

- Desire to learn about local government operations;
- Minimum GPA of 3.0.

Application Instructions:

- Resume, Cover Letter, and this document fully executed turned in to [school official].
- If selected, the Position Description and Parental Waivers must be signed by parents turned in to the City prior to beginning.

Selection:

The final date to turn in the resume and cover letter is [tbd]. All complete application packets will be reviewed by High School Staff. The 3 most qualified candidates will be invited to interview with City Staff and High School Staff on [tbd]. Upon completion of interviews, the top scoring candidate will be offered the internship.

Student Signature Date

Parent Signature Date

By Signing you are indicating that you have read and understand this document in its entirety and are giving your consent for your student to participate in an UNPAID internship for the City of Molalla if selected.



Mac Corthell – Assistant City Manager

315 Kennel Ave / PO Box 248

Molalla, OR 97038

Phone: (503) 829-7711

Email: mcorthell@cityofmolalla.com

To: Honorable Chair and School Board Commissioners, Molalla River School District

From: Mac Corthell, Assistant City Manager, City of Molalla

Date: November 21, 2024

Re: Urban Growth Boundary Review

MEMORANDUM

Introduction. Cities in Oregon are required to ensure there is sufficient land inside their Urban Growth Boundaries (UGB) to accommodate the 20-year population projection provided by Portland State University. In essence, this means Cities, as a best practice, should update their UGB at least every 20 years. Molalla's last Urban Growth Boundary review (and expansion) was completed circa 1984 – 40 years ago.

In January of 2023, the city embarked on a new kind of UGB review known as "Sequential UGB Review." The City's Sequential work plan was finalized in April of 2023 after review and approval by the Department of Land Conservation and Development (DLCDC), Clackamas County Board of Commissioners, and the City Council – it is attached to this memorandum.

The work plan breaks down the various parts of the UGB review into a sequential process and is a good high-level overview of the various studies and analysis that go into a UGB review.

Body. One element of any UGB expansion is the addition of land beyond the combined housing and employment land need of public facilities, which includes public schools. The City has identified three potential options for the School District to consider in determining a potential land need for schools to be added to the total acreage determined by the Housing Needs Analysis and Employment Opportunities Analysis:

1. Safe Harbor – 25% added to residential land need for public facilities (including schools).
2. Evidence Based – District completes (or updates) a facilities plan compliant with ORS 195.110 that provides a 10-year land need, determines if the need exceeds current available district owned land, then develops a final land need report for the UGB expansion.
3. Hybrid – Safe harbor 25% added to residential land need. In the case the district needs additional land, the City can add land to the UGB through a simplified, expedited process that allows the UGB to expand by less than 50 acres with far less regulation and process.

Recommendation. The City of Molalla is utilizing 3J Planning as the consultant for the UGB process, the same consultant the District has hired for the new Middle School project. The district could utilize a consultant like 3J to conduct or update the Educational Facilities Assessment and Long Range Plan to help determine whether additional property should/could be added to the UGB for School(s) beyond the portion of the safe harbor that would be added automatically). If so, the report would likely provide the various factual bases necessary to show the land need (e.g. enrollment projections, facilities plans, proximity of new land to existing schools by type, current undeveloped or underdeveloped property owned, etc). If not, the safe harbor could be used and additional land, up to 50 acres, could be added to the UGB in the future as needed.

Molalla Sequen?al UGB Work Program Dra? V2 (4.18.23)

Task #	Task Name and Descrip?on	Proposed Comple?on date*	Adop?on/Review Body and Method
1a	<p>Housing Needs Analysis (HNA) and Housing Produc?on Strategy (HPS) The Housing Needs Analysis task includes a Buildable Land Inventory and Housing Needs Analysis determining housing needs over the next 20 years and capacity within the exis?ng UGB, in accordance with ORS 197.296 and HB 2003. Work is nearing comple?on as of April 2023.</p> <p>The Housing Produc?on Strategy includes iden?fica?on of various strategies to encourage housing produc?on based on housing need iden?fied in HNA. Eight-year ?meframe. Pursuant to OAR 660-008.</p> <p>Work is nearing comple?on as of April 2023.</p>	<p>HNA: Between 6/2023 and 9/30/23</p> <p>The City must adopt the HPS one year a?er the HNA. They can also be adopted concurrently, if desired.</p> <p>Complete.</p>	<ol style="list-style-type: none"> For HNA: Post Acknowledgement Plan Amendment to Comprehensive Plan, adop?on by Molalla City Council No?ce to DLCDC pursuant to OAR 660-025-0140 DLCD Director review within 90 days pursuant to OAR-660-025-0150 (appealable to LCDC) <p>HPS: Adop?on by City Council with subsequent review by DLCDC in accordance with OAR 660-008</p>
2	<p>Economic Opportuni?es Analysis (EOA) Determine employment land needs over the next 20 years based on forecasted job growth in various sectors, and capacity of land within the UGB, pursuant to OAR 660-009-0015.</p>	<p>6/1/24 - 2/1/25</p> <p>60% Complete.</p>	<p>Post Acknowledgement Plan Amendment to Comprehensive Plan, adop?on by Molalla City Council</p> <p>DLCD Director review within 90 days pursuant to OAR-660-025-0150 (appealable to LCDC)</p>
3	<p>Iden?fy and Adopt Efficiency Measures Efficiency Measures are changes the city makes to its zoning map and development code to increase land efficiency within the exis?ng UGB, in order to reduce the overall UGB expansion needs.</p> <p>The efficiency measures can include zone changes to zone more land for residen?al development, to up-zone or increase densi?es in some areas, or other changes to standards that would provide more capacity. These measures may par?ally overlap with strategies iden?fied in the Housing Produc?on Strategy.</p>	<p>12/31/24 – 4/1/25</p>	<p>Post Acknowledgement Plan Amendment to Comprehensive Plan and development code, adop?on by Molalla City Council</p> <p>DLCD Director review within 90 days pursuant to OAR-660-025-0150 (appealable to LCDC)</p>
4	<p>Urban Growth Boundary (UGB) Expansion</p>	<p>3/1/26 This task is proposed to begin</p>	<p>Adop?on by City and County, followed by LCDC review pursuant to ORS 197.628 to</p>

Molalla Sequen?al UGB Work Program Dra? V2 (4.18.23)

	<p>Using results from the HNA, EOA, and accoun?ng for efficiency measures, the city will determine the total amount of housing and employment land that needs to be added to the UGB. The final UGB expansion must be adopted by both the City and the County. Subtasks include:</p> <ul style="list-style-type: none"> • Establish preliminary study area, pursuant to OAR 660-024-0065 • Evalua?on of lands within study area, pursuant to OAR 660-024-0070 • Iden?fica?on of lands to be added to UGB <p>The City may opt to adopt Comprehensive Plan designa?ons for the newly added land at this ?me or may complete that task separately, following expansion.</p>	<p>in 2024, and must be sequenced a?er the previous tasks, as the total land amount is informed by the previous tasks.</p>	<p>197.650 and OAR 660-025-0175.</p>
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*None of the dates in this program are binding and are preliminary es?mates. However, For the purposes of an urban growth boundary amendment, a task approval is valid for four years. This means that if the UGB expansion is not completed within that ?me period, the expired work task would need to be updated, readopted, then acknowledged. This period may be extended for up to one year by the director if the local governments show good cause for the extension. The four-year period begins on the later date of:

- (a) Director approval order;
- (b) Commission final approval order; or
- (c) Comple?on of judicial review of the final approval order.