



Molalla City Council

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

August 14, 2013

Regular Meeting Agenda

Work session: 6:00PM – Citizen Applicants will be introducing themselves to the Council.

Business meeting: The meeting will begin at 7 p.m. The Council has adopted Public Participation Rules. Copies of these rules and public comment cards are available at the entry desk. Public comment cards must be turned into to the City Recorder prior to the start of the Council meeting. The City will endeavor to provide a qualified bilingual interpreter, at no cost, if requested at least 48 hours prior to the meeting. To obtain services call the City Recorder at (503) 829-6855.

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1. **CALL TO ORDER – 1,021st Regular Meeting**
 - A. Flag salute and roll call

 2. **COMMUNICATIONS AND PUBLIC COMMENT**
 - A. Minutes: July 24, 2013 – Motion to Approve
 - B. Library Minutes for July 2013 – Information Only
 - C. Park and Recreation Board Minutes for July 2013 – Information Only

 3. **AWARDS & RECOGNITIONS**
 4. **PUBLIC HEARINGS**

 5. **CONTINUING BUSINESS**
 - A. Pal Building Mitigation – Discussion Item/Staff Direction

 6. **ORDINANCES**

 7. **NEW BUSINESS**
 - A. Council Appointment to Fill Vacancy – Motion to appoint
 - B. Annual IGA for Clackamas County Planning Services – Motion to allow CM to sign contract

 8. **RESOLUTIONS**
 9. **PROCLAMATIONS**

 10. **REPORTS AND ANNOUNCEMENTS**
 - A. City Manager Report – Dan Huff

 11. **EXECUTIVE SESSION**
 12. **ADJOURNMENT**

Minutes of the Molalla City Council Regular Meeting
Molalla Adult Center
315 Kennel Ave., Molalla, OR 97038
Wednesday July 24, 2013

ATTENDANCE: Mayor Rogge, Present; Councilor Pottle, Present; Councilor Clark, Present; Councilor Thompson, Present; Councilor Wise, Present; Councilor Griswold, Absent.

STAFF IN ATTENDANCE: City Manager Huff, Present; City Recorder Cramer, Present; Chief Lucich.

COMMUNICATIONS AND PUBLIC COMMENT:

Minutes

Councilor Pottle made a motion to approve the minutes from the July 10, 2013 meeting. Councilor Thompson Seconded. Motion approved (5-0) Mayor Rogge, Aye; Councilor Pottle, Aye; Councilor Thompson, Aye; Councilor Wise, Aye;; Councilor Clark, Aye.

ORDINANCES

2013-05 – Establishing a Process for Exclusion from City Properties

Chief Lucich briefly explained that they had to add 9.14.05 “Violation --Penalty” After brief discussion between staff and council regarding the implementation of the ordinance and repeal of section 12.08.025 of the Molalla Municipal Code.

Councilor Thompson made a motion to read by title only Ordinance 2013-05 an ordinance establishing a process for exclusion from city property, Councilor Clark seconded. Motion approved (5-0) Mayor Rogge, Aye; Councilor Pottle, Aye; Councilor Thompson, Aye; Councilor Wise, Aye; Councilor Clark, Aye.

Councilor Thompson made a motion for a second reading by title only Ordinance 2013-05 an ordinance establishing a process for exclusion from city property, Councilor Pottle seconded. Motion approved (5-0) Mayor Rogge, Aye; Councilor Pottle, Aye; Councilor Thompson, Aye; Councilor Wise, Aye; Councilor Clark, Aye.

Councilor Thompson made a motion adopt Ordinance 2013-05 an ordinance establishing a process for exclusion from city property, Councilor Clark seconded. Motion approved (5-0) Mayor Rogge, Aye; Councilor Pottle, Aye; Councilor Thompson, Aye; Councilor Wise, Aye; Councilor Clark, Aye.

REPORTS & ANNOUNCEMENT

CM Huff reported on a number of projects currently being worked on by staff such as the personnel policy, comprehensive plan, finance presentations and he has attended a number of meetings with various community groups in addition to the Wild River BBQ.

Councilor Clark asked that discussion regarding the mitigation of the PAL building be added to the next agenda. Councilor Thompson seconded. Item will be added to the next regular agenda. He also attended the Wild River BBQ.

Councilor Wise noted that he attended the Molalla Library Board meeting and brief discussion regarding the black fiber versus the current internet fiber being ran and fees were in question. CM Huff said that discussion should take place regarding that item in the fall of 2013.

Councilor Pottle asked CM Huff to schedule a date and time to have an annual discussion and update regarding the parking contract between Rotary, Kiwanis and the Molalla Buckeroo Association. He attended the Wild River BBQ event.

Mayor Rogge invited CM Huff to attend the next C4 meeting with her and she the announced that the final Centennial Festivities are going to take place in August. One of the main events will be the extraction of Molalla's time capsule. A new time capsule will be created and reset during the event weekend noted as August 23, 24, 25th of 2013. She attended the Wild River BBQ event.

ADJOURNMENT:

Councilor Thompson made a motion to adjourn at 7:40pm, Councilor Pottle seconded, Motion approved (5-0) Mayor Debbie Rogge, Aye; Councilor Pottle, Aye; Councilor Thompson, Aye; Councilor Wise, Aye; Councilor Clark, Aye.

Sadie Cramer, City Recorder

Mayor Debbie Rogge

Molalla Library Advisory Board

Meeting Date: 6/20/2013

Meeting brought to order by Kelly Andrews at 6:00 P.M.

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

Staff Present: Glenda Triebwasser

The minutes from the May meeting were approved as read.

- Staff Report:
 - a) The sign-ups for the Summer Reading Program started. On Monday there were about 500 and on Tuesday about 400. The Reptile Man is beginning the program. Next is a Scavenger Hunt.
 - b) There is not a date yet on the installation of the new fiber.
 - c) The new City Manager starts in Molalla next week.
 - d) The on-call position at the library will be starting soon. She is a Russian woman who will be a good addition in our community.
 - e) A younger Hispanic man may want to join us on the Molalla Library Advisory Board. This brings to light that we need a "Job Description" which we are working on, as well as "Expectations" of the Board and what the "Applicant can Expect" while serving.
 - f) Because our City Council Board member attends our meetings occasionally, we may need to make this person a non-voting member. Most Boards do this.

- New Business:
 - a) The Oregon City Library is looking into the feasibility of remodeling and expanding the Carnegie Library Building.

The next meeting will be on July 18 at 6:00 P.M. at the Public Library in Molalla. We will discuss the Job Description and Expectations, as well as our usual business..

The meeting was adjourned at 7:15 P.M.

Submitted by Mary Gilson, Secretary.



Molalla Parks & Recreation Board

Regular Meeting Minutes

July 22, 2013 – Regular Meeting

Present: Scott Clarke, Shane Potter, Amy Cain, Julie Harris, Alice Flintjer; City of Molalla Liaison Melissa Georgesén, Molalla City Council Liaison George Pottle, City Manager Dan Huff

Absent: Betty Martin

Guest(s): None

Call to order: 7:00pm @ Molalla City Hall

Next meeting: August 21, 2013 7:00pm Molalla City Hall

Next event: None Scheduled

I. Approval of Minutes

None to approve from June, board did not have a quorum.

II. Public Comments

None.

III. Continuing Business

- Parks Master Plan Revisions
 - Georgesén will make revisions to the Parks Master Plan and bring updated plan back to the board.
 - CIP will help in securing funds; staff will locate the CIP plan prior to the August meeting, and; staff will update the CIP as needed.
 - Parks Master Plan is not dependent on the Comprehensive Plan.
 - Georgesén will locate an electronic version of the Parks Master Plan.

IV. New Business

- Meet the new City Manager, Dan Huff.
- Review of the Municipal Code as it relates to the Park & Recreation Board.
 - Concerns were brought up regarding the Municipal Code and whether or not it was the current code. Some members had older versions of the code that did not match the one presented.
 - Staff reiterated that the code section provided is in fact the current code.

V. Board Comments

- The Board recognizes that there is a lot of work to do; that we need to re-adjust some things and move forward, instead of focusing on the negative things that have transpired.

VI. Adjournment

The meeting was adjourned at **8:15pm**.

City Of Molalla

City Council Meeting

Agenda Category: Continuing Business

Subject: Current status of the PAL Building Mitigation

Staff Recommendation: Discussion Item

Date of Meeting to be Presented: August 14, 2013

Fiscal Impact: \$40,000-\$50,000

Background:

Included with this cover sheet is a Mitigation Report provided by the City Recorder to the former Interim City Manager back in February of this year regarding the PAL Building water damage. At this point we do know that the general mitigation requirements will be approximately \$1,800. However, this action will not cover drainage improvement or repairs for the interior portion of the building in order for the building to be used by the public.

General Estimates:

- | | |
|-----------------------------------|----------------------|
| 1. Mitigation | \$1,800 |
| 2. Drainage Improvements | \$3,000 |
| 3. Interior Repair Including HVAC | \$30,000 to \$50,000 |
| 4. Demolition | \$10,000+ |

SUBMITTED BY: Dan Huff, City Manager

ADMIN USE ONLY

Agenda Item

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

Insurance:

Our Risk management Insurance Carrier, CIS, has participated in the assessment of the structure and has indicated that our deductible is set at \$25,000. So, the first \$25,000 will need to be funded by the City through our facility budget before insurance coverage can be obtained.

Future Use:

It may be a good opportunity for Council to examine the future plan for this structure as well as the surrounding area. We may be able to construct a new structure at the same cost of needed repairs for the existing structure but we will need specific bid prices to provide a comparison. The City has not budgeted for these repairs for the 2013-2014 fiscal year and we will need to examine our options for funding.

The other aspect of this structure is taking a look at the area itself. What does Council see as the future use of this area? How does it connect with the skate park, Long Park and the Adult Center. The City can own and maintain a facility but is in no position to fund a program.

Recommendation:

Staff would suggest preparing a scope of options for bidding purposes detailing needed repairs including demolition and bring back those options for future consideration. In the meantime, developing a plan or vision of what this public area should be for the future may be beneficial to making a decision.

Sadie Cramer

From: Sadie Cramer [cityrecorder@molalla.net]
Sent: Monday, February 11, 2013 10:58 AM
To: 'Mark Gervasi'; 'Marc Howatt'; 'Heather Penni'
Subject: PAL Building - Mitigation of Water Damage
Attachments: CIS - PAL Building Mitigation Report and Photos 020713.pdf
Importance: High

Good Morning,

I met with CIS adjustors on Thursday. Management needs to meet to discuss how we are going to proceed. Please look at your calendars and let me know if Tuesday 2/12/13 at 2:30 works for you.

The major issue is the high deductible and where the \$25,000 would come from. It was expressed by CIS the deductible would be paid to Horizon and they might be willing to break the deductible up into payments over 2-3 fiscal cycles. CIS is urging us to mitigate this ASAP and to consider this a urgent action item, since the building is used by the public.

We need to discuss:

- The future of the building
- The \$25,000 Insurance deductible and impact on COM finances
- How the COM intends to proceed with mitigation process

My initial and report of issue with CIS, Beth Faulhaber and staff took place between January 25th February 1st.

- 2/4/13 – Received call from Insurance agent Ron Cutter.
- 2/4/13 – Per Ron Cutter, contacted Horizon Restoration.
- 2/4/13 – David Ford of CIS contacted me to get contact info for Beth and DPW.
- 2/4/13 – Horizon Restoration came on site to do assessment.
- 2/7/13 – David Ford of CIS made an onsite visit
- 2/11/13 – Report and meeting request to management team
- 02/12/13 – 2:30PM meeting with management team at City Hall **(Tentative)**

CIS advised the COM of how we should proceed:

1. **Heat** – Space heaters should be used at the facility in lieu of the heating system at this time.
2. **Furnace** – It looks like the furnace is ran by natural gas.
 - Contact NWNG and have them come out to inspect the line and furnace.
 - Contact HVAC rep to get quotes/recommendations of the following:
 - Inspect the furnace unit and any damage
 - Cost for cleaning the unit
 - If the air ducts need to be cleaned
3. **Removal of water under building** –
 - Find out if the city has staff and equipment to get any standing water out from under the building.
 - Find out if the city has staff and equipment to remove visqueen
 - Find out if the city has staff and equipment to begin dry down

- If city does not have staff, equipment or both contact River City or Horizon so they can organize this effort for COM
- 4. Removal of Insulation –**
 - Once the dry down is complete Horizon will begin the process of removing the damaged insulation and building materials
 - Begin repairs
- 5. Mitigate Flooding issue –**
 - COM to discuss drainage options for the location to prevent re-occurrence
 - French Drain
 - Rock Bed Drainage Ditch
 - Other

Once we have this notched out with a firm direction, we can inform Beth Faulhauber.

Thanks,

Sadie

Sadie Cramer
City Recorder, MMC
City of Molalla
503-829-6855 Ext. 291



citycounty insurance services
www.cisoregon.org

Acknowledgement Report

February 12, 2013

City of Molalla
PO Box 248
Molalla, OR 97038

Attn: Sadie Cramer

Claimant: City of Molalla
Claim #: PRPMOL2013060123
Date of Loss: 2/4/2013

The above listed claim has been submitted to our office for handling. We will forward a final report to you when this file is concluded. Please contact us if you have any questions.

Alleged Facts

The City reports property damages to the building from ground and surface water.

Accident Location: Community Resource Center, 209 Kennel St., Molalla, OR 97038

Claims Representative: David Ford

cc: Beecher Carlson Insurance Agency, LLC - Portland

CLAIMS OFFICE • PO Box 1469, Lake Oswego, OR 97035 • Phone 503-763-3875 or 800-922-2684 ext 3875 • Fax 503-763-3901

A membership service of:





ServiceMaster Restoration by Horizon

Mitigation Initial Damage Report

Owner Name: Police Activities League/City of Molalla

Owner contact #:

Tenant Name:

Tenant Contact: (Info on file.)

Email:

Unit # (when applicable):

Insurance Carrier: David Ford P/L Senior Claims Consultant PO Box 1469 Lake Oswego, OR

Claim # (when applicable): 07035 p503-763-3872, 800-922-2684x3872, f503-763-3972

Source: Ground Water

The follow information is to be relayed to the project manager within the first 15 minutes of arriving.

1) Rooms Effected: Crawl Space

2) Will extraction be required? YES ! No

3) What are the Temp and RH?

Inside: Temp 65 RH 70 (close to effected area)

Outside: Temp 51 RH 86

4) How much equipment do you anticipate using?

Air Movers: 4

Dehumidifiers: 1

Special Equip:

5) What materials are damaged? (ex. Carpet in hall, drywall ceiling, laminate flooring) Crawlspace: Ducting, insulation

6) What is the anticipated drying time for this project? 3 days

-Is there any reason the dry out is going to take more than 3 days? Class 4

Sadie Cramer

From: Marc Howatt [dpw@molalla.net]
Sent: Friday, February 15, 2013 5:05 PM
To: 'Mark Gervasi'
Cc: 'Heather Penni'; 'Sadie Cramer'
Subject: FW: Molalla PAL

Hey all, Beth Faulhaber' response to a phone call I made to her the other night regarding PAL.

From: Beth Faulhaber [mailto:beth_faulhaber@hotmail.com]
Sent: Thursday, February 14, 2013 9:11 PM
To: Marc Howatt
Cc: Shilo
Subject: Molalla PAL

Marc,

Hello! I have communicated with the Board regarding the City's upcoming recommendation to the Council regarding the Molalla Youth Center. Our regularly scheduled Board meeting for February is on the 28th. We will discuss the decision made at the Council meeting on the 27th at our Board meeting on the 28th, and then get back to you regarding a timeline for vacating if that is determined to be the course of action by the Council.

Thank you,
Beth Faulhaber, MPAL Executive Director

Become a "Friend of Molalla PAL"....visit www.molallapal.org to see how!
"Children are apt to live up to what you believe of them." -Lady Bird Johnson

e-mailed 8/6 11:00 *JS*

Submit by Email

Print Form

Application For Appointment to Citizen Committee



Date: Jul 17, 2013

Board(s)/Committee(s) of Interest: Molalla City Council

City of Molalla
PO Box 248
Molalla, OR

Name:	Glen Boreth
Address:	623 S Molalla Ave
State/Province:	Molalla, OR
Zip/Postal Code:	97038
Home Phone:	503-829-8625
Work Phone:	503-572-2229
E-Mail:	glenbofarmer@yahoo.com

97038
Phone: 503-829-6855
Fax: 503-829-5695
www.cityofmolalla.com

Years of Residence Inside City	10
Years of Residence Outside City	

Current or Previous Community Affiliations or Activities:

2004 Molalla Planning Commission, 2005 to 2011 Molalla City Council, 2012 to Present Molalla Planning Commission, 2005 to Present Molalla

Budget Committee

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

Given that this positions term will end in 17 months it would make sense to appoint someone who's learning curve will be short. I have followed

the issues the City is facing and believe I could hit the ground running.

Text

Empty rectangular box for additional text.

RECEIVED
JUL 9 2013
BY: *Glen*

Previous Employment (list up to 3)

1.

Name of Employer: Canteen Vending

Name of last supervisor: Lynne Verschueren

Dates of employment:

From: 7/13/03 To: Present

Salary:

From: To:

Complete Address: 12670 SW Hall Blvd, Bld 3, Tigard, OR 97223

Phone #: 503-240-2525

Last job title: District General Manager

Reason for Leaving (be specific):

Currently working there.

List the jobs you held, duties performed, skills used or learned, advancements, or promotions while you worked at this company:

Vending Route Driver to Customer Service Manager to District General Manager in 10 years. Customer Service, warehouse and route accountability, building and fleet safety and security, general management and keeping up with the latest technology.

May we contact your employer: yes no

2.

Name of Employer:

Name of last supervisor:

Dates of employment:

From: To:

Salary:

From: To:

Complete Address:

Phone #:

Last job title:

Reason for Leaving (be specific):

List the jobs you held, duties performed, skills used or learned, advancements, or promotions while you worked at this company:

May we contact your employer: yes no

3.

Name of Employer:
Name of last supervisor:

Dates of employment:
From: To:

Salary:
From: To:

Complete Address:
Phone #:
Last job title:

Reason for Leaving (be specific):

List the jobs you held, duties performed, skills used or learned, advancements, or promotions while you worked at this company:

May we contact your employer: yes no

Skills:
Typing:

Computer: PC Mac Both

Applications (list all that apply):

Other Skills:

Please list 2 references other than relatives and previous employers

Name	Mike Clarke	Mark Vest
Position	Beach Bum	Electrician
Company	None	Christensen Electric
Telephone	503-816-0460	503-824-2481

Use this space to add any additional information necessary to describe your full qualifications for the position which you are applying:
I believe you can count in me to be logical, reasonable and respectful to the Citizens we serve, city staff and my fellow City Councilors. There is a learning curve to becoming a City Councilor. Given my experience with the City I believe I could be effective almost immediately. I received the most votes out of the candidates that were not elected to Council this past election. Arguably this would make me a logical choice to fill a vacant City Council position. Finally, I would be honored to serve in this capacity again for my community and work with the current City Council for the betterment of our City. Thank you for your consideration.

e-mailed 8/6 11:00
RJ



City of Molalla
Application for Appointment to Citizen Committee

Date: July 19, 2013

Board/Committee of Interest: Molalla City Council

Name:	Christopher Cook	
Address:	835 Meadowlawn Place	
State/Province:	Oregon	
Zip/Postal Code:	97038	
Home Phone:	503-789-3111	
Work Phone:	503-612-6227	
*E-Mail:	cccook1pdx@msn.com	
	Years of Residence Inside City	7
	Years of Residence in Community	7

Current or Previous

Community Affiliations or Activities:

TEAM Board of Directors
Big Meadow Home Owners Association - President

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

I love Molalla and moved here with my family because it is a wonderful town. It offers a great environment to raise children and is a tight knit community. I want to give back to our City by helping lead us through tough times and into a prosperous future that maintains our towns unique history and sense of community.

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

N/A

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

While I believe progress has been made, I feel the Council needs to continue working to regain the trust of the community. There are some hard decisions that need to be made in these tough economic times and the Council needs to work to unite the community while dealing with these difficult issues.

*Signature or type name:

--

Christopher C. Cook

117 Molalla Ave/PO Box 248 Molalla Oregon 97038

Ph: 503.829.6855 Fax: 503.829.3676

www.cityofmolalla.com

Sadie Cramer

From: Dan Huff <dhuff@cityofmolalla.com>
Sent: Tuesday, July 23, 2013 10:29 AM
To: Debbie Rogge; George Pottle; Dennis Wise; Stephen Clark; Jimmy Thompson; Jason Griswold
Cc: Sadie Cramer
Subject: FW: Vacancy of city counsel

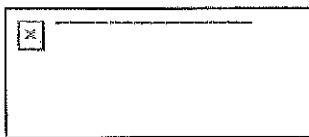
FYI

From: Fountain Valley Dental [mailto:fountainvalleydental@gmail.com]
Sent: Tuesday, July 23, 2013 10:25 AM
To: dhuff@cityofmolalla.com
Subject: Vacancy of city counsel

I, Al Borrromeo, recommend Chris Cook for the vacancy of the Molalla City Counsel.

Thank you,

Al Borrromeo



1400 Fountain Way, Molalla, OR 97038

(ph) 503.759.3333

(fx) 503.759.3291

www.fountainvalleydental.com

Confidentiality Notice:

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e-mailed 8/6 11:00
PS



City of Molalla

Application for Appointment to the City Council

Personal Information

Full Name: **Ferris** **Laura** **M**
Last First M.I.

Address: **300 Stowers Rd** Street Address **Apartment/Unit #**
Molalla **OR** **97038**
City State ZIP Code

Home Phone: **(503) 829-8047** Alternate Phone: **(503) 758-7523**

E-mail Address: **Ferriswheels@molalla.net**

Please List Current or Previous Community Affiliations or Activities

Currently PCP (precinct committee person) for House District 18
 Previously helped candidates become elected by neighborhood canvassing, phone bank calling and social media networks.
 Volunteered to work booths at Clackamas County Fair and Oregon State Fair for Voter Registration and Petition signatures.
 Served as church treasurer, Sunday school teacher and various committees.

Please explain why you would like to serve on the City Council and give any other relevant background information you would like the Council to know about.

I have had an increased interest in the leadership of our community, county, state and country over the past 10 years. There have been decisions made that I am not in agreement with and as a citizen I would like to have a voice and be a part of the decision making process. I have regularly attended Molalla City Council meetings over the past several years and County Commissioner meetings. I have attended meetings for the Hamlet at the library so that I can be better informed of the things that are going on in our community rather than reading it in the newspaper. I love Molalla and it's uniqueness. I would love to see Molalla grow and prosper but at the same time keep the special quality of the "small hometown" feeling that many of us moved here for.

I also have a B.S. degree in Business Administration, worked as a buyer for Hollywood Entertainment Corp., Inventory Control Coordinator for Providence Portland Medical Center and a Branch Manager for Finlay Fine Jewelry Corp. Currently, I am unemployed and have chosen to be a stay at home mom so that I can homeschool our youngest child.

Please list two references who are not relatives

Name	Fred and Lynda Countryman			Name	Tom and Linda Eskridge		
Address	812 E. 3rd St			Address	13943 S. Herman Rd		
City	Molalla	State	OR	Zip	97038	City	Molalla
				State	OR		Zip
Phone	503-829-4503			Phone	503-349-1551		

Print out and mail to: City Recorder | City of Molalla | PO Box 248 | Molalla, OR 97038

RECEIVED
AUG 06 2013

e-mailed 8/6 # 1590



City of Molalla
Application for Appointment to Citizen Committee

BY: *[Signature]*

Date: AUGUST 06, 2013

Board/Committee of Interest: CITY COUNCIL

Name:	STEPHEN (STEVE) G. MORRIS	
Address:	201 HAUSER COURT, MOLALLA	
State/Province:	OREGON	
Zip/Postal Code:	97038	
Home Phone:	503 829 6567	
CELL Work Phone:	503 740 2899	
*E-Mail:	cdr.steve.morris@gmail.com	
Years of Residence Inside City:		NINE
Years of Residence in Community:		NINE

Current or Previous
Community Affiliations or Activities: SEE ATTACHED

[Empty box for community affiliations]

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

I BELIEVE IN THE FUTURE SUCCESS OF MOLALLA & THAT MY WILLINGNESS TO COOPERATE & COMPROMISE WOULD CONTRIBUTE TO SOUND GOVERNANCE.

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

NOT APPLICABLE

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

JUDGEMENT RESERVED UNTIL I SERVE.

*Signature or type name:

Stephen G. Morris

117 Molalla Ave/PO Box 248 Molalla Oregon 97038

Ph: 503.829.6855 Fax: 503.829.3676

www.cityofmolalla.com

ATTACHMENT TO APPLICATION OF
STEVE MORRIS FOR MOLALLA CITY COUNCIL

8/6/13

CURRENT
ACTIVITIES:

- ① QUARTERMASTER (TREASURER) MOLALLA VETERANS OF FOREIGN WARS 2005 TO PRESENT.
- ② VOLUNTEER FOR CLACKAMAS COUNTY MONEY MANAGEMENT PROGRAM (MANAGE FUNDS AND PAY BILLS FOR 2 PERSONS UNABLE TO DO SO THEMSELVES) MARCH 2013 TO PRESENT.
- ③ VOLUNTEER FOR BRAIN INJURY ALLIANCE OF OREGON 2001 TO PRESENT.

PREVIOUS
ACTIVITIES:

- ① MOLALLA AREA CHAMBER OF COMMERCE BOARD OF DIRECTORS 2005 THROUGH 2010, PRESIDENT OF BOARD 2008.
- ② MORTGAGE LOAN OFFICER 16 YEARS, RETIRED.
- ③ RETIRED COMMANDER (O-5) US NAVY.

Stephen S. Morris



RECEIVED
JUL 08 2013

e-mailed 8/6 11:00
PJ

BY: [Signature]

City of Molalla

Application for Appointment to the City Council

Personal Information

Full Name: Shankle Terry Lynn
Last First M.I.

Address: 840 Explorer Ave
Street Address

Molalla Oregon 97038
City State ZIP Code

Home Phone: 503) 680-1647 Alternate Phone: 503) 829-7448
work

E-mail Address: Missy 7448 @ gmail.com

Please List Current or Previous Community Affiliations or Activities

Treasurer - Chamber of Commerce - present. Colton Dance Coach 14yrs. past.
 Treasurer - Molino Parents Group - past. MHS May Day Coordinator 12yrs. past.
 Chair person - Parade - present.
 MHS Dance Coach / Cheer Coach 14 years. past
 Middle School Dance Coach - 12 years past / present.

Please explain why you would like to serve on the City Council and give any other relevant background information you would like the Council to know about.

I have lived, worked and raised my daughters in Molalla for the last 43 years. This town is where my heart is, I wish to see it thriving again and I know in time it will. I have been a business owner in Molalla for 21 years, my back ground is in accounting.

Please list two references who are not relatives

Name	<u>Doug Harding</u>	Name	<u>Linda Ohta</u>
Address	<u>5484 Rogers Ln. NE.</u>	Address	<u>P.O. Box 987</u>
City	<u>Silverton</u>	City	<u>Medino</u>
State	<u>OR</u>	State	<u>OR</u>
Zip	<u>97381</u>	Zip	<u>97042</u>
Phone	<u>503-932-2549</u>	Phone	<u>503-632-3513</u>

Print out and mail to: City Recorder | City of Molalla | PO Box 248 | Molalla, OR 97038

OR save and mail as an attachment to: cityrecorder@molalla.net



RECEIVED
 JUL 23 2013
 BY: *[Signature]*

Called 8/6 11:00
 RT

City of Molalla

Application for Appointment to the City Council

Personal Information

Full Name: SINGH HARDEEP
Last First M.I.

Address: 682 JUNE DR
Street Address

MOLALLA OR 97038
City State ZIP Code

Home Phone: (503) 928-9647 Alternate Phone: (503) 501-2165

E-mail Address: _____

Please List Current or Previous Community Affiliations or Activities

Please explain why you would like to serve on the City Council and give any other relevant background information you would like the Council to know about.

I enjoy living, working, and having my business in Molalla. I want to serve my community and help Molalla grow with jobs and new businesses. I BLACK, mans 4 day] two business
 2- FRED'S FOOD-O-MART]

Please list two references who are not relatives

Name	<u>Kelly m Trusty</u>	Name	<u>Sheryl R Pribble</u>
Address	<u>14915 J Herman Rd</u>	Address	<u>870 Explorer Av.</u>
City	<u>Molalla</u> <small>State</small> <u>OR</u> <small>Zip</small> <u>97038</u>	City	<u>Molalla</u> <small>State</small> <u>OR</u> <small>Zip</small> <u>97038</u>
Phone	<u>503-829-3683</u>	Phone	<u>503-984-2004</u>

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RECEIVED
JUL 26 2013

e-mailed 8/6 11:00
RS



City of Molalla
Application for Appointment to Citizen Committee

BY: *[Signature]*

Date: 07-25-2013

Board/Committee of Interest: Council

Name:	Fred Taylor	
Address:	794 Meadowlawn Pl Molalla	
State/Province:	Oregon	
Zip/Postal Code:	97038	
Home Phone:	503-347-4771	
Work Phone:	503-347-4771	
*E-Mail:	ftaylor@ymail.com	
	Years of Residence Inside City	25 years
	Years of Residence in Community	25 years

Current or Previous

Community Affiliations or Activities:

No current or past affiliations

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

I would like to serve on the board to bring a new face and ideas to the board and the great community that we live in. I was also a Reserve Police Officer for the city of Aurora Oregon for 5 years.

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

[Empty box for key accomplishment]

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

Nothing that I can pinpoint, I believe we have elected the correct individuals for the job.

*Signature or type name:

Fred Taylor

117 Molalla Ave/PO Box 248 Molalla Oregon 97038

Ph: 503.829.6855 Fax: 503.829.3676

www.cityofmolalla.com

City Of Molalla

City Council Meeting

Agenda Category: New Business

Subject: Intergovernmental Agreement between the City of Molalla and Clackamas County for **Land Use Planning Services**

Staff Recommendation: **Approve the IGA and Authorize Signature**

Date of Meeting to be Presented: August 14, 2013

Fiscal Impact: \$37,500 as identified within the 2013-2014 Adopted Budget

Background:

Included with this cover sheet is the Intergovernmental Agreement with Clackamas County for Land Use Planning Services. Currently, the City uses Clackamas County for development process services as well as land use application processing. The City is billed by an established hourly rate that is variable from month to month. City Attorney, Chad Jacobs reviewed this agreement as well as the City Manager those changes have been incorporated and accepted into the agreement by the County. Using the County currently is a necessary and needed service for Molalla's immediate future.

SUBMITTED BY: Dan Huff, City Manager

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



MIKE McCALLISTER
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 16, 2013

Exhibit A

Re: Planning staff rates for Clackamas County IGAs 2013-2014*

Staff	Hourly Rate*
Principal Planner	\$125.52
Senior Planner	\$111.32
Planner 2	\$ 98.32
Planner 1	\$ 96.97
Permit Specialist	\$ 70.73
Administrative Assistant	\$ 69.03

** Rates indicated are for the 2013-2014 budget year. Rates are subject to increase reflective of COLA, merit pay increases, etc.*

INTERGOVERNMENTAL AGREEMENT
Between the City of Molalla and Clackamas County

This Agreement is entered into this _____ day of _____, 2013, between the City of Molalla ("CITY"), a municipal corporation of the State of Oregon, and Clackamas County ("COUNTY"), a political subdivision of the State of Oregon.

WHEREAS, ORS 190.003 to 190.030 allows units of local government to enter into agreement for performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, the CITY desires a contractual relationship with the COUNTY whereby the COUNTY will be responsible for providing certain long-range planning services on behalf of the CITY, and

WHEREAS, the CITY desires a contractual relationship with the COUNTY whereby the COUNTY will be responsible for administering land use provisions, processing land use applications and tending to other related planning matters on behalf of the CITY, and

WHEREAS, the CITY and the COUNTY desire to provide excellent public service to their citizens and accomplish this goal in the most effective and efficient manner.

NOW THEREFORE, it is agreed by the parties as follows:

1. EFFECTIVE DATE AND TERM

- a. The services set forth herein shall commence upon execution of this Agreement, and shall continue to the end of the fiscal year on June 30, 2015.
- b. Either party may unilaterally terminate the agreement by providing at least thirty (30) days written notice to the other party.

2. PLANNING SERVICES

- a. The CITY hereby agrees to retain the COUNTY for, and the COUNTY hereby agrees to provide, Land Use Planning Services as mutually agreed upon by both the CITY and the COUNTY, including, but not limited to:
 1. Long-range planning projects for lands within the CITY's Urban Growth Boundary (UGB) and as lands planned for urban growth are added to the UGB and annexed into the CITY;
 2. Coordination with the State regarding planning for growth in areas targeted for Urban Growth Boundary Expansion within the COUNTY's unincorporated area. The COUNTY will collaborate with the CITY on areas within the CITY's interest areas.
- b. The COUNTY staff shall process land use applications pursuant to the comprehensive plan, zoning, partitioning and subdivision provisions applicable to the CITY. These services include reviewing, making recommendations and issuing decisions on quasi-judicial, administrative, and ministerial applications, including:

1. Conduct all pre-application meetings and respond to substantive inquiries regarding specific development proposals, and provide the city manager, or designee, notice of such meeting and copies of minutes, if any, from such meetings;
 2. Review all land use applications for completeness and notify applicants and the city manager, or designee, accordingly;
 3. Review, prepare staff reports, and make recommendations on all quasi-judicial land use applications and provide copies of same to city manager, or designee;
 4. Prepare presentations for Planning Commission and City Council meetings;
 5. Prepare Planning Commission and City Council packets in coordination with CITY staff;
 6. Attend meetings of the City Council, Planning Commission, Citizen Advisory Committees and other public agencies or civic groups, as required;
 7. Issue appropriate notices to state and regional agencies, including the Department of Land Conservation and Development, as required by state and local laws, and provide copies of same to the city manager, or designee;
 8. Issue decisions on administrative applications;
 9. Other related tasks, including administrative support functions, specifically requested by the CITY and agreed to in writing by the COUNTY.
- c. The COUNTY shall perform public service tasks including, but not limited to, responding to land use and other planning inquiries, dispersing related informational handouts and materials, and evaluating and approving land use compatibility statements.
 - d. The COUNTY shall be responsible for providing land use review and approval of applications for development permits (building, grading, etc.) and other ministerial actions.

3. APPEALS

- a. The CITY rather than the COUNTY will be responsible for defending appellate review of decisions under this agreement including appeals to the Land Use Board of Appeal, Writs of Review and review by the Land Conservation and Development Commission.
- b. Any party receiving a Notice of Intent to Appeal, Writ of Review or other notice of appellate review will promptly forward it to the other party.

4. METHOD OF COMPENSATION

- a. The CITY shall reimburse COUNTY for labor and out-of-pocket expenses incurred while performing services under this agreement, as provided in Exhibit A showing hourly staffing costs, such services to be performed at the lowest and most practicable cost to the CITY. Transportation vehicle expenses incurred during the performance of contracted

services will be reimbursed according to invoices submitted by the COUNTY to the CITY.

- b. Invoices, in sufficient detail to reflect the above, presented in connection with this agreement are due and payable within thirty (30) days of receipt. All charges will be billed monthly. To dispute an invoice, CITY must notify COUNTY prior to the due date and the Parties agree to follow the dispute resolution provisions of this Agreement to resolve such disputes.

5. AMENDMENT

This agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

6. HOLD HARMLESS

- a. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the CITY shall hold harmless and indemnify COUNTY, its officers, employees, and agents against any and all claims, damages, losses and expenses (including all attorney(s) fees and costs), arising out of, or resulting from the COUNTY's performance of this agreement when the loss or claim is attributable to the acts or omissions of the CITY.
- b. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, COUNTY shall hold harmless and indemnify CITY, its officers, employees, and agents against all claims, damages, losses and expenses (including all attorney(s) fees and costs) arising out of or resulting from COUNTY's performance of this agreement when the loss or claim is attributable to the acts or omissions of COUNTY.
- c. For purposes of this Section 6, a loss or claim arising out of or resulting from any matter where a final decision was made by the City Council, City Planning Commission, City Hearings Officer or other similar body shall be considered to be attributable to an act or omission of the CITY.
- d. In any matter where it is unclear to which party a loss of claim is attributable to, the City Manager and County Administrator shall endeavor to reach an agreement on the defense of the loss or claim.

7. DISPUTE RESOLUTION

- a. Continued Performance. Unless this agreement is terminated, neither party shall suspend performance of its obligations hereunder pending the resolution of a dispute.
- b. Negotiation/Mediation. The parties shall attempt to resolve all disputes by negotiation and voluntary mediation. The parties shall share equally in all common costs of mediation.

- c. **Litigation/Arbitration.** Litigation of a claim that cannot be resolved by negotiation or voluntary mediation shall be initiated by filing a complaint which contains a stipulation to arbitration under ORS 36.410 in the Clackamas County Circuit Court. The claim and all cross- and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules and the Clackamas County Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses and attorney fees in obtaining and enforcing the order. Notwithstanding anything contained herein, claims for relief which involve other than recover of money or damages shall not be subject to the requirement to arbitrate hereunder.

8. GENERAL TERMS

- a. **Severability.** COUNTY and CITY agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
- b. **Subcontracting.** COUNTY shall not subcontract or assign to another its obligations under this agreement without the prior written consent of CITY.
- c. **Records Inspection.** Upon reasonable written notice and during normal business hours, either party or its designee may inspect or, at its own cost, audit the records of the other party pertaining to services performed under this agreement. All records provided by either party pursuant to this contract shall be subject to the state public records law and state laws governing pretrial discovery.
- d. **Waiver and No Third Party Beneficiary.** The failure of either Party to enforce any provision of this Agreement does not constitute a waiver of it or any other provision. COUNTY and CITY are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit (direct, indirect or otherwise) to any third party.
- e. **Compliance with Laws.** COUNTY and CITY will comply with all applicable laws in performing their obligations under this Agreement.
- f. **Other Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- g. **Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- h. **Clarification/Memoranda.** Upon identification of provisions of this Agreement that need interpretation or clarification, the Parties may prepare memoranda of understanding detailing the agreed-upon interpretation of this Agreement. Such memoranda must be presented for review and approval by the City Manager and County Administrator.

- i. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- j. **Merger Clause & Counterparts.** This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. This Agreement may be executed in two or more counterparts, which collectively shall represent a single binding agreement.

IN WITNESS THEREOF, the respective parties have cause to be signed in their behalf to make and enter into this Agreement this ____ day of _____ 2013.

CITY OF Molalla

By: _____
Debbie Rogge, Mayor

ATTEST:

By: _____
City Recorder

Approved as to Form:

By: _____
City Attorney

CLACKAMAS COUNTY

By: _____
John Ludlow, Chair
Board of County Commissioners

ATTEST:

By: _____
Recording Secretary



Molalla River Alliance

www.molallariveralliance.org P.O. Box 727 Molalla, Oregon 97038 (503) 829-6207

City of Molalla
PO Box 248
Molalla, OR 97038

July 29, 2013

Dear City of Molalla:

Thank you for your donation of the use of Clark Park as well as water and electricity to Molalla's Wild River BBQ CookOff. Your support is extremely important to the Molalla River

With your donation, you are helping to preserve one of Oregon's storied rivers as well as a vital source of clean drinking water for Oregonians.

On behalf of the board of directors, I want to personally thank you for your support which will benefit Molalla River conservation activities sponsored by the Molalla River Alliance. If I can be of assistance, please contact me at (503)

With best wishes and sincere thanks,

John Atkins

President

The MRA is a registered 501c3 non-profit organization, Tax ID No. 26-3164747