

## 2024 Timeline of Events - Related to MRSD Property Acquisition of Fox Park/Library

Date	Topic	Exhibit Letter
January 23, 2024 -	City Manager requests Lease Extension, requesting acknowledgment by March 22nd, due to tax exemption deadline with Clackamas County.	Exhibit A-1, A-2
January 30, 2024 -	Superintendent acknowledges receipt of request, stating he will be taking it to MRSD Board soon.	Exhibit B
February 9, 2024 -	Superintendent responds to request for Lease extension. City Manager responds.	Exhibit C
February 26, 2024 -	City Manager emails Superintendent, checking on the status of the Lease extension.	Exhibit C
March 11, 2024 -	City Manager emails Superintendent, checking on the status of the Lease extension.	Exhibit C
March 12, 2024 -	Superintendent emails City Manager, thanking for phone call and conversation. Superintendent plans to take Lease extension to Board 'this Thursday'. (March 14)	Exhibit C
March 13, 2024 -	MRSD Bond Presentation and 5th Grade Presentation given at City Council.	Exhibit D
March 25, 2024 -	Lease extension signed by Superintendent and City Manager.	Exhibit E
March 17, 2024 -	Library sidewalk construction. Issue with tree removal. Discussion between City Manager, Superintendent, and Police Chief.	

April 19, 2024 -	City Manager submits complaint to MRSD Board regarding Superintendent's conduct on March 27th.	Exhibit F (Items A - I)
May 7, 2024 -	MRSD Bond passed by voters.	
May 22, 2024 -	Response from MRSD Board Chair Eskridge indicating no fault by Superintendent. In return, placed blame on the City regarding March incident. Does not address mistreatment of City staff.	Exhibit G
May 29, 2024 -	City Manager response to Chair Eskridge.	Exhibit H
Late May/Early June	MRSD sells property to Aquatic Center	
June 5, 2024 -	City Manager sends letter to Chair Eskridge regarding potential property acquisition.	Exhibit I-1, I-2
June 26, 2024 -	Superintendent presents Bond update during Public Comment. Public comment is limited to 3 minutes per presenter. Mayor Keyser granted 9 minutes, 43 seconds as professional courtesy.	Exhibit J
June 27, 2024 -	City Manager receives email from Mayor Keyser regarding Superintendent communication. RE: property acquisition	Exhibit K
July 17, 2024 -	Email from City attorney, Chad Jacobs to City Manager regarding property acquisition. MRSD attorney contacted City's attorney, C. Jacobs recommends contacting Mr. Mann directly.	Exhibit L

July 25, 2024 -	City attorney, C. Jacobs contacts MRSD attorney with City of Molalla property acquisition proposal/lease option. Four options included in message.	Exhibit M
August 28, 2024 -	MRSD attorney responds to City attorney regarding property acquisition. MRSD attorney states, "it would help to know the type of consideration the City is willing to offer for each of these options."	Exhibit M
September 17, 2024 -	<p>City Recorder Teets emailed Board Secretary Nelzen, requesting City Council presentation on October 10th or 24th.</p> <p>Response from L. Nelzen to C. Teets</p> <p>C. Teets response to L. Nelzen</p>	Exhibit N
September 19, 2024 -	<p>L. Nelzen email to C. Teets - restricting agenda topics</p> <p>C. Teets message to L. Nelzen , assuring City Council will comply with MRSD Board rules, as well as Public Meeting Laws.</p>	Exhibit N
October 15, 2024 -	Email from Amy McNeil, current MRSD Board Chair - restricting property purchase discussion. Replies No to October 24th request, citing Middle School as priority, offers November 21st for presentation.	Exhibit N
October 23, 2024 -	Email from City attorney, Chad Jacobs to City Manager, regarding further conversation between Board attorney and Councils desire to present at a Public Meeting.	Exhibit O

**From:** [Dan Huff](#)  
**To:** [Christie Teets](#)  
**Subject:** FW: Library Lease  
**Date:** Wednesday, January 24, 2024 8:52:01 AM  
**Attachments:** [Library Lease Extension - 2024.pdf](#)

---

---

**From:** Dan Huff  
**Sent:** Tuesday, January 23, 2024 4:06 PM  
**To:** 'Tony Mann' <tony.mann@molallariv.k12.or.us>  
**Cc:** lauree.nelzen@molallariv.k12.or.us  
**Subject:** Library Lease

Tony – I have attached a letter of request to extend our lease of MRSD property for the Library and Sally Fox Park use. The Lease Modification is a little questionable regarding the need to request an extension or if the lease automatically extends. Let me know if you need to chat.

**Dan Huff**  
**City Manager**  
City of Molalla, Oregon  
(503)829-6855



---

PUBLIC RECORDS LAW DISCLOSURE

This e-mail is a public record of the City of Molalla and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to State Retention Schedule.





**City of Molalla – Administration**

**City Manager, Dan Huff**

117 N Molalla Avenue | PO Box 248 | Molalla, Oregon 97038

Phone: (503) 759-0285 E: [dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)

January 23, 2024

Tony Mann, Superintendent  
Molalla River School District  
412 S. Swiegle Avenue  
Molalla, OR 97038

RE: Molalla Library Et. Al. Lease Extension

Dear Tony:

Reviewing the March 22, 2023, Lease Modification between the Molalla River School District and the City of Molalla created questions on whether we needed to again request an extension or if the extension automatically renewed. I believe once we move past May 2024 the City will be ready to proceed with property discussions. In the meantime, we will require an additional extension for the Lease Agreement.

If possible, please respond by April 1, 2024, for the City to process appropriate paperwork with Clackamas County.

Let me know if you have questions or if you require clarification.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan Huff".

Dan Huff  
City Manager

**From:** [Dan Huff](#)  
**To:** [Tony Mann](#)  
**Cc:** [lauree.nelzen@molallriv.k12.or.us](mailto:lauree.nelzen@molallriv.k12.or.us); [Christie Teets](#)  
**Subject:** RE: Library Lease  
**Date:** Friday, February 9, 2024 10:31:46 AM

---

Thank you, Tony. Will you be sending out an extension document?

As I stated in my letter, we are prepared to proceed officially with property discussions in May. Our expectations were that you may want to wait until then to proceed with property discussions until then.

**Dan Huff**  
**City Manager**  
City of Molalla, Oregon  
(503)829-6855



---

PUBLIC RECORDS LAW DISCLOSURE

This e-mail is a public record of the City of Molalla and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to State Retention Schedule.

---

**From:** Tony Mann <[tony.mann@molallriv.k12.or.us](mailto:tony.mann@molallriv.k12.or.us)>  
**Sent:** Friday, February 9, 2024 10:16 AM  
**To:** Dan Huff <[dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)>  
**Cc:** [lauree.nelzen@molallriv.k12.or.us](mailto:lauree.nelzen@molallriv.k12.or.us)  
**Subject:** Re: Library Lease

Hi Dan,

As promised, I'm following up on your request to extend the library lease.

Extending library lease will be possible in the short term.

I will follow up again soon with details and thoughts on next steps.

Tony

On Tue, Jan 30, 2024 at 5:36 PM Tony Mann <[tony.mann@molallriv.k12.or.us](mailto:tony.mann@molallriv.k12.or.us)> wrote:

| Hello Dan,

I plan to have an additional conversation with my board soon and expect to reply after that. I expect you'll hear back from me by Feb. 10, if not sooner.

Tony

On Tue, Jan 23, 2024 at 4:05 PM Dan Huff <[dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)> wrote:

Tony – I have attached a letter of request to extend our lease of MRSD property for the Library and Sally Fox Park use. The Lease Modification is a little questionable regarding the need to request an extension or if the lease automatically extends. Let me know if you need to chat.

**Dan Huff**

**City Manager**

City of Molalla, Oregon

(503)829-6855



---

PUBLIC RECORDS LAW DISCLOSURE

This e-mail is a public record of the City of Molalla and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to State Retention Schedule.

--



--



**From:** [Dan Huff](#)  
**To:** [Christie Teets](#)  
**Subject:** FW: Library Lease  
**Date:** Tuesday, March 12, 2024 3:53:45 PM

---

**From:** Tony Mann <tony.mann@molallariv.k12.or.us>  
**Sent:** Tuesday, March 12, 2024 3:48 PM  
**To:** Dan Huff <dhuff@cityofmolalla.com>  
**Subject:** Re: Library Lease

Hello Dan,

Thank you for the phone call and conversation. I'm glad to hear the City is willing to proceed with a one year extension to the current lease of the library and park. As I shared, I will present the matter to the board for an initial discussion, along with my recommendation for approval, this Thursday. It will return to the board next Thursday with an opportunity for them to approve the one-year extension at that time.

Tony

On Tue, Mar 12, 2024 at 3:01 PM Tony Mann <[tony.mann@molallariv.k12.or.us](mailto:tony.mann@molallariv.k12.or.us)> wrote:

Are you available for a question? A brief telephone conversation will allow me to get to the finish line on your lease.



On Mon, Mar 11, 2024 at 11:55 AM Dan Huff <[dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)> wrote:

Tony – Circling back around again on this because I have not received a response. We have a drop-dead date of March 22<sup>nd</sup> to file with Clackamas County. Let me know.

**Dan Huff**  
**City Manager**  
City of Molalla, Oregon  
(503)829-6855



---

—  
PUBLIC RECORDS LAW DISCLOSURE

This e-mail is a public record of the City of Molalla and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to State Retention Schedule.

---

**From:** Dan Huff <[dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)>

**Sent:** Monday, February 26, 2024 1:21 PM

**To:** Tony Mann <[tony.mann@molallariv.k12.or.us](mailto:tony.mann@molallariv.k12.or.us)>

**Cc:** [lauree.nelzen@molallariv.k12.or.us](mailto:lauree.nelzen@molallariv.k12.or.us); Christie Teets <[cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com)>

**Subject:** RE: Library Lease

Tony – I am checking in with you regarding the “Library” Lease. We talked on February 17<sup>th</sup> , and I do not want to lose sight of this issue.

BTW – Mac and I had a great time with the 5<sup>th</sup> graders!

**Dan Huff**

**City Manager**

City of Molalla, Oregon

(503)829-6855



---

PUBLIC RECORDS LAW DISCLOSURE

This e-mail is a public record of the City of Molalla and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to State Retention Schedule.

---

**From:** Dan Huff

**Sent:** Friday, February 9, 2024 10:32 AM

**To:** 'Tony Mann' <[tony.mann@molallariv.k12.or.us](mailto:tony.mann@molallariv.k12.or.us)>

**Cc:** [lauree.nelzen@molallariv.k12.or.us](mailto:lauree.nelzen@molallariv.k12.or.us); Christie Teets <[cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com)>

**Subject:** RE: Library Lease

Thank you, Tony. Will you be sending out an extension document?

As I stated in my letter, we are prepared to proceed officially with property discussions in May. Our expectations were that you may want to wait until then to proceed with property discussions until then.

**Dan Huff**

**City Manager**

City of Molalla, Oregon

(503)829-6855



---

PUBLIC RECORDS LAW DISCLOSURE

This e-mail is a public record of the City of Molalla and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to State Retention Schedule.

---

**From:** Tony Mann <[tony.mann@molallriv.k12.or.us](mailto:tony.mann@molallriv.k12.or.us)>

**Sent:** Friday, February 9, 2024 10:16 AM

**To:** Dan Huff <[dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)>

**Cc:** [lauree.nelzen@molallriv.k12.or.us](mailto:lauree.nelzen@molallriv.k12.or.us)

**Subject:** Re: Library Lease

Hi Dan,

As promised, I'm following up on your request to extend the library lease.

Extending library lease will be possible in the short term.

I will follow up again soon with details and thoughts on next steps.

Tony

On Tue, Jan 30, 2024 at 5:36 PM Tony Mann <[tony.mann@molallriv.k12.or.us](mailto:tony.mann@molallriv.k12.or.us)> wrote:

Hello Dan,

I plan to have an additional conversation with my board soon and expect to reply after that. I expect you'll hear back from me by Feb. 10, if not sooner.

Tony



On Tue, Jan 23, 2024 at 4:05 PM Dan Huff <[dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)> wrote:

Tony – I have attached a letter of request to extend our lease of MRSD property for the Library and Sally Fox Park use. The Lease Modification is a little questionable regarding the need to request an extension or if the lease automatically extends. Let me know if you need to chat.

**Dan Huff**

**City Manager**

City of Molalla, Oregon

(503)829-6855



---

PUBLIC RECORDS LAW DISCLOSURE

This e-mail is a public record of the City of Molalla and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to State Retention Schedule.



--



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

Council Chambers | Molalla Civic Center - 315 Kennel Avenue - Molalla  
Wednesday | March 13, 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](mailto:recorder@cityofmolalla.com). Submissions must be received by 12:00 p.m. the day of the meeting.*

---

**EXECUTIVE SESSION – 6:00pm: Not open to Public.**

Held pursuant to Oregon Public Record Law, ORS 192.660(2):

(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

**1. CALL TO ORDER AND FLAG SALUTE**

**2. ROLL CALL**

**3. CONSENT AGENDA**

- |   |        |
|---|--------|
| A. Work Session Meeting Minutes – February 28, 2024 | Pg. 2  |
| B. City Council Meeting Minutes – February 28, 2024 | Pg. 29 |
| C. Library Board Meeting Minutes – July 28, 2023    | Pg. 37 |
| D. Library Director Report – February 2024          | Pg. 38 |

**4. EXECUTIVE SESSION ANNOUNCEMENT**

**5. PRESENTATIONS, PROCLAMATIONS, CEREMONIES**

- |   |        |
|---|--------|
| A. Oregon Association of Water Utilities (OAWU) – Staff Recognition             |        |
| B. OLCC License Request – Cindy's Cafe  | Pg. 39 |
| C. Molalla Elementary School – 5 <sup>th</sup> Grade Project Presentation       |        |
| D. Molalla River School District – Bond Presentation (YES for Molalla Kids PAC) |        |

**6. PUBLIC COMMENT**

*(Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Council does not generally engage in dialog with those making comments but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the City Council.)*

**7. PUBLIC HEARINGS**

**8. ORDINANCES AND RESOLUTIONS**

**9. GENERAL BUSINESS**

**10. STAFF COMMUNICATION**

**11. COUNCIL COMMUNICATION**

**12. ADJOURN**

---

*Agenda posted at City Hall, Library, and the City Website at <http://www.cityofmolalla.com/meetings>. This meeting location is wheelchair accessible. Disabled individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-829-6855.*

City Council Meeting Agenda – March 13, 2024

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (“Lease Agreement”), dated March 22, 2024, 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 wish to clearly define the terms of the lease for the “Park” and the “Library” for a one year period 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 hereinafter specified, the following described real property:

The premises as defined in THE LEASE is depicted in Exhibit A, and by this reference incorporated herein. The areas on Exhibit A labeled "Park" and outlined in green are one area for the purpose of this Lease Agreement and the area labeled "Library" and outlined in pink is the other.

(2) **TERM.** The term of this lease shall be for a period of one (1) year beginning March 22, 2024 through March 22, 2025.

(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 March 22, 2025 and will not be extended unless the parties renegotiate a mutually agreeable rental rate.

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

(6) **CONSENT REQUIRED.** Lessee shall not make any alterations, additions, or improvements to or upon the premises in excess of \$50,000 that would require the hiring of a licensed and bonded contractor without Lessor's prior written consent, which shall not be unreasonably withheld.



(7) DUTIES OF LESSEE. The Lessee shall:

- (a) Grant lessor access to the PROPERTY for the purpose of affixing, at the District's expense, matching signage wherever there is current signage for the "Park" and 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 or the modular office building in which they are located, and at any time during the last 60 days of term of this lease with at least 24 hours' notice to Lessee, or any renewal thereof, to place "to let" or "to lease" signs on the premises. Notice shall not be required in the event of an emergency situation requiring immediate attention.
- (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.
- (f) Be responsible for structural repair and maintenance of the modular office building.
- (g) 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.

(8) 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.

(9) 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.

(10) 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.

(11) INDEMNIFICATION. Except for damage or injury caused by willful acts or omissions of Lessor, its agents, or employees, Lessee shall defend and indemnify Lessor and save Lessor harmless from and against any and all claims, demands, liabilities, damages, costs, or expenses, including attorney fees, arising from any act, omission, or negligence of Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in or about the premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the premises. Except for damage or injury caused by willful acts or omissions of Lessee, its agents, or employees, Lessor shall defend and



indemnify Lessee and save Lessee harmless from and against any and all claims, demands, liabilities, damages, costs, or expenses, including attorney fees, arising from any act, omission, or negligence of Lessor, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessor in or about the premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the premises

(12) 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 \$2,000,000.00 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.

(13) 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.

(14) 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.

(15) 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.

(16) 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.

(17) 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.

(18) **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.

(19) **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.

(20) **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.

(21) 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.

(22) 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, except movable office fixtures, trade fixtures, and signs, shall remain the property of the Lessor. 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 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.

(23) 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.



(24) 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.

(25) 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.

(26) 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.

(27) 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.

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

(29) QUIET ENJOYMENT. 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.

(30) GOVERNING LAW AND VENUE. 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.

(31) 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.

LESSEE: CITY OF MOLALLA

By:

*[Signature]*, CITY MANAGER 3-25-24

LESSOR:

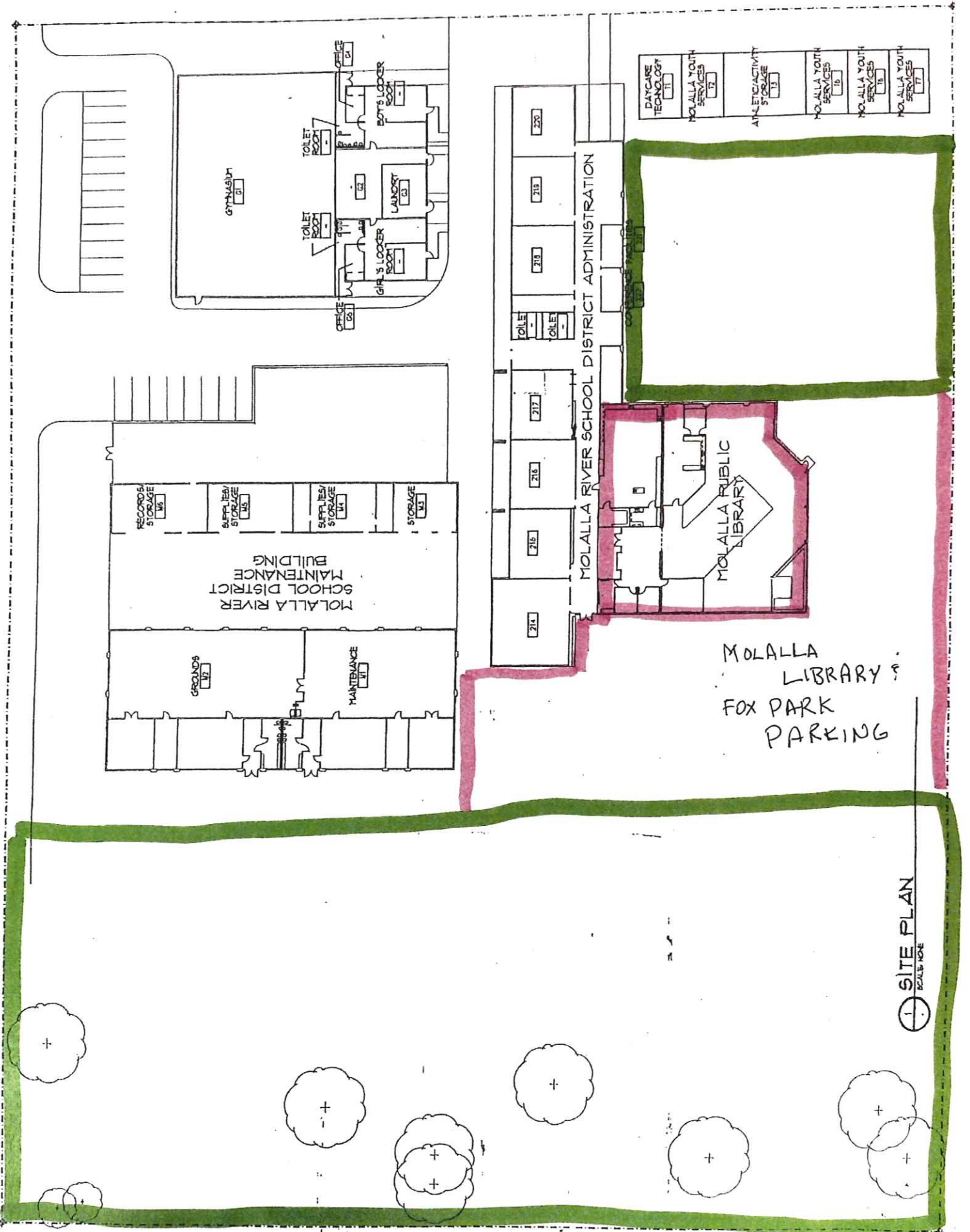
MOLALLA RIVER SCHOOL DISTRICT

By:

*Terry Mann*, Superintendent 3/21/2024



# Exhibit A





**City of Molalla – Administration**  
**City Manager, Dan Huff**  
117 N Molalla Avenue | PO Box 248 | Molalla, Oregon 97038  
Phone: (503) 759-0285 E: [dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)

April 19, 2024

Linda Eskridge, Board Chair  
Amy McNeil, Board Vice Chair  
Molalla River School District Board of Directors  
412 S. Swiegle Avenue  
Molalla, OR 97038

RE: Public Complaint - Superintendent

Dear Ms. Eskridge and Ms. McNeil:

Please consider this letter as a formal complaint based on adopted MRSD Public Complaint Policy KL. In this case the complaint is in reference to the conduct of MRSD Superintendent, Tony Mann on March 27, 2024. The complaint also describes previous actions of Mr. Mann towards City of Molalla library Employees.

The event that I am referring to is specific to Sidewalk Construction with ADA improvements being made at the Molalla Public Library. This is a City funded project, as Leasee of MRSD property, we are responsible for repairs and upkeep of the facility and space we are occupying.

Mr. Mann specifically stated to me that the City had “disrespected the district”. Those are his opinions. The City has conducted themselves as an excellent tenant, whose landlord has been nonresponsive and unprofessional in dealings with staff. Mr. Mann’s unprofessional behavior of yelling at contractors to stop the project and to get off private property may cost the City additional funds, due to extension of the project.

Included in this letter are several enclosures for your review:

- **Item A** – Outline of text message communication between myself and Mr. Mann on March 27, 2024, in relation to sidewalk improvements at Molalla Public Library that required tree removal
- **Item B** – Details Specific to Library Sidewalk ADA Improvement, MRSD and City of Molalla Lease Coordination; including current lease and past practices; Disrespect – The City’s Version
- **Item C** – Communication between Library Director and Engineering Section Manager regarding lack of communication with MRSD, and City Manager authorization of advancement of project
- **Item D** – Library Director, Diana Hadley’s account of events from March 27<sup>th</sup>

- **Item E** – Communication from Mr. Mann to me (it is important to note that Mr. Mann indicates not standing in the way, after I stated that any incurred cost due to interruption by the contractor would be billed to MRSD)
- **Item F** – April 5, 2024 Communication from myself to Mr. Mann regarding events from March 27<sup>th</sup>
- **Item G** – Statement from Police Chief, Chris Long
- **Item H** – Statement from tree removal contractor
- **Item I** – Current Lease

MRSD and the City of Molalla have worked diligently to improve and maintain good working relationships since my arrival in Molalla in 2013. These kinds of issues can irreparably alter those relationships moving forward.

Please accept this formal complaint and if you have questions or need clarification, please contact me at 503-829-6855 or by e-mail at [dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com). I will be out of the office April 24, 2024 through April 26, 2024. If you need staff member assistance during that time please contact City Recorder, Christie Teets at [cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com).

Sincerely,



Dan Huff  
City Manager

Cc: City of Molalla Mayor, Scott Keyser



**Text Exchange Tony Mann, MRSD and Dan Huff, Molalla City Manager**

Important Note: From Tuesday, March 26 – Friday, March 29<sup>th</sup> I was out of the office at the NW Regional City Managers Conference in Seaside, OR. As the 2024 President of OCCMA (Oregon City County Managers Association) my focus was not on my phone. As is customary, I appointed Police Chief, Chris Long as acting City Manger in my absence.

Wednesday March 27, 2024

**TM:** Can you give me a call? **10:06am**

**TM:** Did you know the City was permanently removing school district property from the grounds today? **10:11am**

**DH:** im in seaside conference. Let me find out what is up. **10:33am**

**TM:** I will stop whatever I'm doing to take your call. It is that important. **10:34am**

**TM:** I've directed the contractors to cease and desist until further notice. **10:35am**

**DH:** I can't call for a bit but I believe we informed you and did not receive a response. My staff is working on info. This is the ADA repair. **10:45am**

**TM:** Hi Dan. I have searched my email for anything sent by you with the word "tree" "concrete" or "sidewalk" in it. The last emails with any of those words were sent in 2020. Because you state you notified us, please provide confirmation of such prior written notice. In the end, this is about disrespecting the school district's rights as property owner. Nothing more. I'd like to put this behind because you can't replace what was taken. Please call me. **11:04am**

**DH:** Chief Long is in charge in my absence and he will be contacting you. As an aside this has nothing to do with disrespect. **11:34am**

**TM:** Happy to talk with the Chief anytime. **11:43am**

**Because Mr. Mann would not talk with the Chief, at 1:00PM Wednesday I stepped away from a City Managers Conference Session and called Tony Mann. He did not answer so I left a voice mail. The following are statements from myself to Mr. Mann:**

- I began with "Tony, you are out of line here."
- This is a repair and an improvement. You sat in my office two weeks ago and I told you about this project. My staff contacted the District and we received no response. I mentioned that to you as well.
- I also told him that for the life of me I cannot believe this is something you would fall on your sword for.
- I mentioned that if his actions resulted in increased cost, I would send him an invoice.
- Again, talk with the Chief, he is in charge in my absence.

Project is \$42,000. Our new lease extension only requires us to notify the District on repairs over \$50,000. The old lease was silent on notifying the District regarding any project.

Note: I met with Tony Mann on March 14 in my office and we discussed this project.

**Details Specific to Library Sidewalk ADA Improvement and Construction**

The sidewalk project in front of the Library was a repair project and an ADA improvement. The sidewalk had lifted in many places and became a hazard for our Library patrons. The sidewalk cannot be repaired appropriately if the trees are not removed. (We have replaced some of the trees in more appropriate locations.)

Considering improvements and repairs the City has accomplished on the Leased property, we are confused as to why this project was viewed as “disrespectful” and violating “property rights”. The City followed language within the Lease. The current Lease only requires us to notify MRSD if we are conducting a project over \$50,000.00. The Library sidewalk project is under that figure. For this project, Mr. Mann has denied we provided courtesy notice on two occasions. (All previous Leases did not require notice for any reason.)

Note: The Library sidewalk/tree removal/tree replacement project is a \$42,000 project. No notice was required for this project, but we sent them a courtesy notice anyway. (Tony Tiano, January 11, 2024).

**MRSD Lease Coordination**

It is important to recognize that the previous Lease agreement with MRSD for the Library, Fox Park and the basketball court area did not include any language relating to notifying the District of any work to be done on the premises. Only that we (City) were the responsible party. That is normal language in Lease agreements.

The current Lease requires the City to notify the District if the project is over \$50,000. We have agreed to a one-year Lease because there are other possibilities in motion.

On March 14<sup>th</sup> Mr. Mann was in my office, he showed me a Lease agreement that required the City to notify the District of any project over \$10,000. I said OK, but I want language in the agreement that requires the District to respond to our notice within 10 days. I requested this, due to the history of lack of response by the District. Mr. Mann agreed to \$50,000 before notice needed to be sent.

The City also needs to fix/replace the front doors of the Library. This project is \$17,000 - \$18,000. No notice is required but the City will provide a courtesy notice to the District.

I believe Mr. Mann may want to coordinate with me on these projects but this is not necessary. I have capable people who work for me, and this is what they do.

Other items that are important to note, during my 11 years as City Manager, we have completed the following projects on property Leased from MRSD without notice or incident:

- Replaced entire HVAC system
- Remodeled the restrooms
- Repaired a leaking water line through Fox Park
- Splash Pad replacement.
- New Playground equipment

- Sidewalk additions and replacements in Fox Park
- Logging Mural concrete addition and sidewalk
- Resurfaced the parking lot and repainted lines (needs to be completed again)
- Carpeting of Library, LED lighting and fixture conversion, Book Drops and a Ballot Box.
- Removal of other various problem trees on leased property.

**Disrespect – The City’s Version:**

I contacted Mr. Mann in writing through formal notices about the need for concurrence on the City’s Urban Renewal Plan Amendments months before the deadline, to which there was no communication or reply. After the missed deadline, as a courtesy to the School Board I attended a Board meeting in good faith, to explain what the City was doing and why it was necessary.

Library Director Hadley has been disrespected by Mr. Mann multiple times over the past several years. Problems with the fire alarm and HVAC system have been an issue that the City has tried to resolve. Mr. Mann speaks to her in a condescending tone and is disrespectful to her and other Library staff. Library staff do not feel comfortable approaching him, steering clear in an effort to avoid conflict.

City staff and I meet with Mr. Mann or MRSD any time it is requested. However, when the City provides a request to the District, we are usually met with no response.



**Dan Huff**

---

**From:** Dan Huff  
**Sent:** Wednesday, February 7, 2024 11:02 AM  
**To:** Diana Hadley  
**Cc:** Sam Miller  
**Subject:** RE: sidewalks

Diana – I have just re-read the Library Lease Agreement with MRSD. I do not find anything in the Lease where it requires us to gain permission to accomplish a project. I believe at this point we have notified them that we are doing a project and that is not only a best practice but enough to move forward. We should let them know of the project start date and once the project is completed, we should let them know that it is complete.

Please go forth.

**Dan Huff**  
**City Manager**  
City of Molalla, Oregon  
(503)829-6855



---

PUBLIC RECORDS LAW DISCLOSURE

This e-mail is a public record of the City of Molalla and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to State Retention Schedule.

**From:** Diana Hadley <dhadley@lincc.org>  
**Sent:** Wednesday, February 7, 2024 10:20 AM  
**To:** Dan Huff <dhuff@cityofmolalla.com>  
**Subject:** Fwd: sidewalks

Dan,

This is the email I sent to Tony Tiano. Didn't get a response.

Thanks,

Diana

----- Forwarded Message -----

**Subject:**sidewalks

**Date:**Thu, 11 Jan 2024 08:15:51 -0800

**From:**Diana Hadley <[dhadley@lincc.org](mailto:dhadley@lincc.org)>

**To:**Tony Tiano <[tony.tiano@molallariv.k12.or.us](mailto:tony.tiano@molallariv.k12.or.us)>

Hi Tony,

Just a heads up that I'm in the process of gathering bids to replace the trees and sidewalks around the library. They've gotten a bit unwieldy.

I'll let you know when we start work. Please let me know what questions you have.

Thanks,

Diana

--

Diana L. Hadley  
Library Director  
Molalla Public Library  
PO Box 1289  
Molalla, OR 97038

503.759.0250  
[dhadley@lincc.org](mailto:dhadley@lincc.org)

**Dan Huff**

---

**From:** Diana Hadley <dhadley@lincc.org>  
**Sent:** Monday, April 1, 2024 10:34 AM  
**To:** Dan Huff  
**Subject:** Wednesday, March 27, and the sidewalk

Dan,

Last Wednesday, March 27, I arrived at the library around 10:30 (medical appointment in the AM). I introduced myself to the tree crew. They shared a "short, balding man with grey hair" had come over screaming at them to stop their work and that they couldn't cut down the trees on "his" property. I identified him as Tony Mann, the school superintendent. Chuck Seifert, the contractor in charge, had gone looking for Tony prior to my arrival.

I immediately went to City Hall to talk to Chief Long about the situation. Chris asked me to forward the email thread regarding the construction and the school district to him while he texted both you and Tony.

I entered the library, found the email thread (later forwarded to you and Christie), and forwarded it to Chris. I talked to my staff and checked both voice and email. Tony made no attempt to contact me in any way. In the mean time, the crew had ceased operations and left. Chris texted me at the end of the day saying he had talked to Tony and Sam and the crew could proceed with their work the following day.

I feel very uncomfortable talking to Tony. The few interactions, especially over the past few years, have been volatile. He has yelled and screamed at me and my staff. I feel that, as a woman in particular, he has no respect for me and will not hear anything I say to him. He does usually have women with him who placate and attempt to calm him and smooth the waters. He does not seem to recognize me as an "authority" figure at the library. The last incident we had with the fire alarm, I insisted very firmly he look at our readout on the panel and told him we needed to work together to resolve the issue. He told me he would take care of it and stomped off. I will and can talk to him, if you want, however, I would like a witness to the conversation.

Please let me know what more you need to me to do.

Thank you,

Diana

--  
Diana L. Hadley  
Library Director  
Molalla Public Library  
PO Box 1289  
Molalla, OR 97038

503.759.0250  
[dhadley@lincc.org](mailto:dhadley@lincc.org)

**Dan Huff**

---

**From:** Tony Mann <tony.mann@molallariv.k12.or.us>  
**Sent:** Wednesday, March 27, 2024 1:34 PM  
**To:** Dan Huff  
**Subject:** Re: Property rights

Hi Dan,

I see I missed your call earlier, and I listened to your VM before calling you back and leaving a VM of my own.

As I said in my VM, if you have repairs to the sidewalk you need to make, I have no interest in standing in your way. Please proceed.

I have shared the same with the Chief in a phone call moments ago as you requested I communicate with him in your absence.

In the end, I was just terribly surprised to see the trees being cut down this morning as I had no knowledge of the planned project nor did any of my staff. Let's connect when you're back in the office.

Tony

On Wed, Mar 27, 2024 at 12:48 PM Tony Mann <[tony.mann@molallariv.k12.or.us](mailto:tony.mann@molallariv.k12.or.us)> wrote:

Hi Dan,

Thank you for sending Chief Long my way. As soon as you are able, I'd like to have a conversation with you about the Library trees and work I'm now understanding is slated to be done, as you are the person who can answer my questions and address my concerns at this time. Let me know what days and times work best for you next week and I'll have my assistant get a meeting scheduled.

Thanks,  
Tony

On Wed, Mar 27, 2024 at 11:09 AM Tony Mann <[tony.mann@molallariv.k12.or.us](mailto:tony.mann@molallariv.k12.or.us)> wrote:

Hi Dan,

You say you made a request to remove cherry trees from school district property and pour new concrete sidewalks.

I have searched my email for anything sent by you with the word "tree," "concrete," "ADA," or "sidewalk" in it. The last emails with any of these words were sent in 2020.

Because you state you notified us, please provide confirmation of such a prior written request.

In the end, this is about disrespecting the school district's rights as property owner. Nothing more.

I'd like to put this behind us because you can't replace what was taken. Please call me.

Tony





**Dan Huff**

---

**From:** Dan Huff  
**Sent:** Friday, April 5, 2024 2:19 PM  
**To:** 'Tony Mann'  
**Cc:** 'lauree.nelzen@molallariv.k12.or.us'; Suzanne Baughman  
**Subject:** March 27, 2024  
**Attachments:** Tony Tiano e-mail.pdf

Tony – I have completed an internal investigation following the incident that occurred in front of the Molalla Public Library on March 27, 2024.

First, I find nothing within the current lease agreement (signed by me on March 25, 2024) that would require the City of Molalla to specifically notify the Molalla River School District and/or you in particular of the sidewalk repair and tree removal project in front of the Library. However, I do find language within the lease agreement that does place responsibility squarely on the City of Molalla for repair and maintenance of the premises. This in fact is what the City was undertaking as we have done since the beginning of this lease partnership.

I do not find any language within the lease that refers to property rights, private property, district rights, or authority to remove a city contractor while the City is undertaking its' responsibility. The agreement does require the Lessor (MRSD) to provide "reasonable notice" prior to "its agents to go upon the premises". I also do not find anything within the agreement specifying the Superintendent as our project contact individual.

The project. MRSD had been notified on no less than two instances that the City was undertaking this project. Once on January 11, 2024, to Tony Tiano (attached and without response) and a 2<sup>nd</sup> time to Tony Mann within my office on March 14, 2024. Since this project is well under \$50,000, notification is purely a courtesy based on the lease signed less than a month ago.

As I stated previously, your conduct was out of line and outside the parameters of the lease agreement. We do not know yet if the incident on March 27<sup>th</sup> will result in additional costs to the City. If it is, I may request reimbursement from MRSD. Had one of our adult clients or a child tripped and fell on the broken and lifted sidewalk, been injured, and submitted a claim, would MRSD be willing to pay that claim?

I do want to discuss your conduct in front of our contractor and my staff and a potential formal complaint regarding what has transpired before and after your actions on March 27<sup>th</sup>. The meeting can be held in MRSD offices, and I will be bringing a witness with me. You may want to do the same. I am including both of our assistants in this e-mail to help facilitate scheduling.

**Dan Huff**  
**City Manager**  
City of Molalla, Oregon  
(503)829-6855





# *Molalla Police Department*

*Chief of Police Chris Long*

PO Box 248  
117 N. Molalla Ave.  
Molalla, OR 97038

503-829-8817 ph  
503-829-3461 fax  
www.cityofmolalla.com

Date: April 19<sup>th</sup>, 2024

To: City Manager Dan Huff

Re: Incident with MRSD Superintendent Tony Man

From: Chief Chris Long

On March 27<sup>th</sup> at around 1040 Molalla Public Library Director Diana Hadley came to my office to discuss an issue she had with MRSD Superintendent Tony Mann. Ms. Hadley told me that the city had begun a sidewalk improvement project in front of the Molalla Public Library and part of this project is to remove several trees that are causing issues with the sidewalk. Ms. Hadley told me she arrived at work today at around 1030 and met with the city contracted tree removal company to see how the project was going. Ms. Hadley told me they told her a "a short bald man" confronted them and began screaming at them to stop work and that he was damaging his property. Ms. Hadley identified this person as Tony Mann. Ms. Hadley told me that she had sent emails to the school district notifying them of this project back in January and never received a response. At the time of this incident the Molalla City Manager Dan Huff was out of town and appointed me as acting city manager for the city.

At 1051 I texted CM Dan Huff and notified him of the incident at the Molalla Library.

At 1118 CM Huff called me and went over the lease contract with MRSD and what notifications were made to Mr. Mann.

At 1213 I texted Mr. Mann and asked him to call me regarding the incident at the Molalla Library.

At 1235 Mr. Mann called me. I told Mr. Mann I would like to discuss what took place at the library and find a way to work out the issues so the sidewalk improvement project could proceed. Mr. Mann told me he would rather not discuss this with me and keep it between him and CM Dan Huff. While speaking with Mr. Mann I could tell he did not want to talk to me about this incident. I thanked Mr. Mann for his time and disconnected the call. The phone call lasted one minute.

At 1241 I texted Mr. Huff that Mr. Mann did not want to talk with me about the incident and would rather deal directly with him.

At 1303 CM Huff called me and told me he left Mr. Mann a voicemail reiterating that I was the acting city manager and he needed to talk with me to resolve the issue he had.

At 1322 Mr. Mann called my cell phone and we discussed the issue at the Molalla Library. Mr. Mann was very polite and told me that this was all a big communication issue between him and the city. Mr. Mann told me he is happy the city is making sidewalk improvements, but he was never notified. I told Mr. Mann that an email was sent to him in January regarding the improvements, and he never responded. Mr. Mann told me that it was irrelevant if he replied or not. Mr. Mann told me that he will discuss the "communication breakdown" further with CM Huff. I thanked Mr. Mann for his time and ended the phone call.



**From:** [Dan Huff](#)  
**To:** [Christie Teets](#)  
**Subject:** FW: Library Incident  
**Date:** Thursday, April 18, 2024 3:38:31 PM

---

**From:** Sam Miller <[smiller@cityofmolalla.com](mailto:smiller@cityofmolalla.com)>  
**Sent:** Wednesday, April 17, 2024 2:19 PM  
**To:** Dan Huff <[dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)>; Mac Corthell <[mcorthell@cityofmolalla.com](mailto:mcorthell@cityofmolalla.com)>  
**Subject:** FW: Library Incident

Hi Dan & Mac,

See email below [REDACTED].

-Sam

**From:** [REDACTED]  
**Sent:** Wednesday, April 17, 2024 2:14 PM  
**To:** Sam Miller <[smiller@cityofmolalla.com](mailto:smiller@cityofmolalla.com)>  
**Subject:** Re: Library Incident

Hi Sam,

We do tree and landscape work. I presume you and several others have had issues with this guy before. When my foreman called me and told me that we had been confronted by this guy I went to the jobsite myself. I walked around to the front door of the school and waited to talk to him. We went into his office I told him that he has no right to talk to other people the way he did and he agreed. We talked through it and he was willing to go apologize to my crew, I told him that it was not needed and I relayed the message myself. We would appreciate to stay out of the middle of his and someone else's problems. We were hired to remove some trees and that is what we did per contract. Sorry for any inconvenience seems like everything went smoothly to get this project to the finish line.

Thank you,  
[REDACTED]

On Wednesday, April 17, 2024 at 01:55:40 PM PDT, Sam Miller <[smiller@cityofmolalla.com](mailto:smiller@cityofmolalla.com)> wrote:

Hi [REDACTED]

I want to reach out about the incident that occurred between the Molalla River School District Superintendent and your company/employees experienced out at City of Molalla Library. I was hoping your crew could put together a statement together via email or written that the City can put with their incident report. It can be anonymous if that helps and all information will be confidential.



412 S. Swiegle Avenue  
P.O. Box 188  
Molalla, Oregon 97038  
503-829-2359

---

May 22, 2024

RE: Response to April 19, 2024 Complaint

Dear City Manager Huff,

The Board of Molalla River School District formally received your complaint against Superintendent Mann pursuant to Board Policy KL-AR at its May 9, 2024 Board Meeting. The Board reviewed information related to the complaint in executive session and in open session delegated the authority to me, as Board Chair, to provide a response on behalf of the Board.

In your complaint, you allege that Superintendent Mann acted in an unprofessional manner towards contractors on March 27, 2024. The Board did not find Superintendent Mann's conduct violated any School Board policy, nor our expectations for professionalism. However, your Complaint raised larger concerns for the School Board related to the context surrounding the project. Specifically, even if there was no requirement under the Lease for the City to provide formal notice to the District of a project under \$50,000, a professional courtesy of notice that work would begin on March 27, 2024 would have avoided this conflict altogether. In the future, please consider this option for communication of projects under the lease threshold so that District employees are prepared for potential disruptions to their workspace.

The School Board values its relationship with the City and requests that its leaders continue to work together to support our students, and our community as a whole. Superintendent Mann has expressed a willingness to have a mediated conversation with you to work through any outstanding issues. Any communication related to this option can occur between the two of you directly.

Sincerely,



Linda Eskridge  
Board Chair  
Molalla River School District Board of Directors

C: Molalla River School District Board of Directors  
Superintendent Tony Mann



**Administration – City Manager’s Office**

117 N Molalla Avenue | PO Box 248 | Molalla, Oregon 97038

Phone: (503) 829-6855 Ext. 291 | Fax: (503) 829-3676

---

May 29, 2024

Linda Eskridge, Board Chair  
Molalla River School District  
412 S. Swiegle Avenue  
Molalla, OR 97038

Re: Response to April 19, 2024, Complaint

Dear Linda Eskridge, MRSD Board Chair:

I am in receipt of the Board of Molalla River School District’s response to my complaint against Superintendent, Tony Mann pursuant to Board Policy KL-AR.

I do not agree with your response. Based on what your letter indicates, the Board either did not read the entire submittal or has chosen not to consider the entirety of the complaint.

The perplexing issue for me is that the Board chose to lay blame with the City of Molalla regarding the Superintendents actions. Incidentally, laying blame indicates an action did occur and is not alleged. Even though I do not agree that the City is at fault for any action, whether we are or not is irrelevant to Mr. Mann’s unprofessional actions.

In your letter, you indicate the need for “professional courtesy of notice”, yet it was exactly that process the City of Molalla followed on two occasions prior to this incident occurring: The facility maintenance director, Tony Tiano, was notified in January; Mr. Mann was notified directly when he was in my office regarding the current lease on March 14, 2024. My conclusion here is that the Boards view of professionalism and proper conduct is different than the City of Molalla and its City Council. You indicate that the Board values its relationship with the City, yet blames the City for the Superintendent’s actions? What you are stating is if the City had acted differently, the Superintendent would have acted differently based on language that is unwritten, anywhere.

Your letter also mentions disruptions for District employees. The Board Chair may remember that this project began during Spring Break and the only employees disrupted were City of Molalla employees and our contractors. We chose this timeline to make sure the fewest “district employees” were impacted.



I see no definable purpose or benefit to the City of Molalla for mediation. The City has acted in good faith and has done nothing wrong or improper. The City and MRSD have a lease agreement. The City followed the terms within the lease agreement. No formal notification was required, although the City provided notice on two separate occasions as indicated previously.

Within your final paragraph you made a statement requesting “that its leaders continue to work together.” The City will continue to operate in a professional manner and provide an appropriate level of service to all members of this community subject to the Molalla City Charter and rules and policies put in place by the Molalla City Council as is our normal procedure and process.

Please be aware that Molalla City Staff has been directed to adhere to the following protocols:

1. Meetings between Mr. Mann and myself (or other City Staff) shall be scheduled in advance, with the exception of natural disasters.
2. Two City Staff members must be present during all meetings with Mr. Mann.
3. Notes and affirmations of all meetings involving Mr. Mann will occur following every encounter.
4. Mr. Mann as well as City Staff shall adhere to all aspects of the current Lease Agreement between MRSD and the City of Molalla.
5. Under no circumstance is Mr. Mann to address City Library Staff without the presence of the Molalla City Manager.

Sincerely,



Dan Huff  
City Manager

CC: Molalla Mayor and Molalla City Council  
Molalla River School District Board of Directors  
Superintendent, Tony Mann



**From:** [Dan Huff](#)  
**To:** [linda.eskridge@molallriv.k12.or.us](mailto:linda.eskridge@molallriv.k12.or.us); [mark.lucht@molallriv.k12.or.us](mailto:mark.lucht@molallriv.k12.or.us); [neallucht@gmail.com](mailto:neallucht@gmail.com);  
[rob.cummings@molallriv.k12.or.us](mailto:rob.cummings@molallriv.k12.or.us); [tstafford4Rschoools@gmail.com](mailto:tstafford4Rschoools@gmail.com); [Amy McNeil](#);  
[craig.loughridge@molallriv.k12.or.us](mailto:craig.loughridge@molallriv.k12.or.us); [Tony Mann](#); [lauree.nelzen@molallriv.k12.or.us](mailto:lauree.nelzen@molallriv.k12.or.us)  
**Cc:** [Scott Keyser](#); [Jody Newland](#); [Leota Childress](#); [Terry Shankle](#); [Eric Vermillion](#); [Rae-Lynn Botsford](#); [Mac Corthell](#)  
**Subject:** City of Molalla Discussion Request  
**Date:** Wednesday, June 5, 2024 9:19:36 AM  
**Attachments:** [Property Aquisition - MRSD Negotiation Notice 6-5-24.docx](#)

---

Chair Eskridge - Please find the City of Molalla's discussion request attached.

**Dan Huff**  
**City Manager**  
City of Molalla, Oregon  
(503)829-6855



---

PUBLIC RECORDS LAW DISCLOSURE

This e-mail is a public record of the City of Molalla and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to State Retention Schedule.



**Administration – City Manager’s Office**

117 N Molalla Avenue | PO Box 248 | Molalla, Oregon 97038  
Phone: (503) 829-6855 Ext. 291 | Fax: (503) 829-3676

---

June 5, 2024

Linda Eskridge, Board Chair  
Molalla River School District Board  
412 S. Swiegle Avenue  
Molalla, OR 97038

Re: Potential Property Acquisition Discussion

Dear Chair Eskridge and MRSD Board:

The City of Molalla is interested in establishing protocol with the District to begin discussion and entering into negotiations of acquiring certain MRSD property (map attached). The property of interest is all buildings and property associated with 425 S. Molalla Avenue; including the District Office, Molalla Library, and Sally Fox Park.

These potential discussions have intermittently occurred over several years. The City looks forward to moving forward on these hopeful discussions in the near future.

Please let us know who to contact, along with when the district may be available for opening discussions and presentations on this issue.

Sincerely,

Dan Huff  
City Manager

CC: Molalla Mayor and City Council by e-mail  
Tony Mann, MRSD Superintendent by e-mail  
Mac Corthell, Assistant City Manager by e-mail



City of Molalla  
City Council - Regular Meeting  
Minutes – June 26, 2024  
Molalla Civic Center | 315 Kennel Ave. | Molalla, OR

**CALL TO ORDER**

The Molalla City Council Meeting of June 26, 2024 was called to order by Mayor Scott Keyser at 7:00pm.

**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. Student Council Liaison, Grace Peterson.

**STAFF IN ATTENDANCE**

Christie Teets, City Recorder; Cindy Chauran, Finance Director.

**APPROVAL OF AGENDA**

Approved as presented.

**CONSENT AGENDA**

- A. Work Session Meeting Minutes – June 12, 2024
- B. City Council Meeting Minutes – June 12, 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**

**Tony Mann, MRSD Superintendent**, provided Council with an update on the Middle School plan. The Bond passed in May and plans are moving forward.

**Linda Eskridge, MRSD Board Chair**, shared her thanks with the Council and community that the Bond passed so that the Middle School could be replaced. She feels the condition of the school is quite poor.

**David Potss, Molalla resident**, shared concerns about metered parking. He is also concerned about trash in the downtown area. (Public comment attached to these Meeting Minutes.)

**PUBLIC HEARINGS**

None.

**ORDINANCES AND RESOLUTIONS**

- A. Resolution No. 2024-14: Authorizing Contingency Transfers Within Funds

Finance Director Chauran explained the need for a contingency transfer within funds as itemized in the staff report. She requested approval by Council.

**ACTION:**

Councilor Vermillion moved to approve Resolution No. 2024-14 by title only; Councilor Shankle seconded. Motion passed 7-0.

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

(Resolution No. 2024-14 roll call continued)

NAYS: None.

ABSECTIONS: None.

B. Resolution No. 2024-15: Authorizing the Transfer of Appropriations Between Funds (Administration to Parks)

Director Chauran explained that earlier in the year, a transfer took place between the Capital Fund and the Administration Fund. The transfer should have been from the Capital Fund to the Parks Fund. This resolution corrects the error.

ACTION:

Council President Newland moved to approve the Resolution No. 2024-15; Councilor Vermillion seconded. Motion passed 7-0.

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

NAYS: None.

ABSECTIONS: None.

C. Resolution No. 2024-16: Authorizing the Transfer of Appropriations Between Funds (WWTP Upgrade)

Director Chauran informed Council that a transfer to the Sewer Fund is necessary to begin work on the WWTP Upgrade.

ACTION:

Councilor Childress moved to approve Resolution No. 2024-16; Councilor Shankle seconded. Motion passed 7-0.

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

NAYS: None.

ABSECTIONS: None.

GENERAL BUSINESS

None.

STAFF COMMUNICATION

- Finance Director Chauran finalizing the end of the 2033-2024 Fiscal Year.
- City Recorder Teets announced the current candidates for Mayor and Council. Ms. Teets also gave a reminder of the Planning Commission opening and that City Hall is closed on July 4<sup>th</sup>.

COUNCIL COMMUNICATION

- Councilor Lightner is preparing for upcoming garage sale fundraisers. She also announced Music in the Park is in full swing.
- Councilor Botsford shared that Molalla Chamber of Commerce is finalizing plans for the Giant 4<sup>th</sup> of July Street Parade. She also reminded citizens that roads close at 9am on the day of the parade.
- Councilor Vermillion announced fundraising events taking place at Monaz Church during July 1<sup>st</sup> – 4<sup>th</sup>. Donations will go to Vacation Bible School.
- Councilor Shankle gave an update on the Molalla Aquatic Center events. They coordinate the Firecracker 5K Run, and there is still time for entries.
- Councilor Childress reminded citizens to use caution with their fireworks, as they are a fire danger. She encouraged folks that “if you are going to shoot off illegal fireworks, make sure you have a legal hose ready.”
- Council President Newland thanked everyone that attended the sign making class for Parks fundraising. Other Parks fundraisers in the works are the July Garage Sales and concessions at Music in the Parks.
- Student Council Liaison Peterson shared that she was invited to speak at PSU the previous weekend at the Collaborative Governance Annual Conference related to youth engagement. She commended City of Molalla for creating space for youth participation in local government.
- Mayor Keyser focused on the need for multiple volunteer opportunities during the summer. He encouraged folks to get involved. Mayor Keyser also addressed community concern regarding new housing and the condition of the Wastewater Treatment Plant. The City has not received a violation in many years, and is working toward an upgrade. He encouraged people to use The Molalla Current for facts as posted by City staff, opposed to Facebook.



For the complete video account of the City Council Meeting, please go to YouTube  
“Molalla City Council Meetings – June 26, 2024”

**ADJOURN**

Mayor Keyser adjourned the meeting at 7:40pm.

  
\_\_\_\_\_  
Scott Keyser, Mayor

ATTEST:

  
\_\_\_\_\_  
Christie Teets, CMC - City Recorder

Meeting Attachments:

- Public Comment – D. Potts

**From:** [Dan Huff](#)  
**To:** [Christie Teets](#)  
**Subject:** FW: City Inquiry  
**Date:** Friday, June 28, 2024 8:17:30 AM

---

**From:** Scott Keyser <[skeyser@cityofmolalla.com](mailto:skeyser@cityofmolalla.com)>  
**Sent:** Thursday, June 27, 2024 5:42 PM  
**To:** Dan Huff <[dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)>; Mac Corthell <[mcorthell@cityofmolalla.com](mailto:mcorthell@cityofmolalla.com)>  
**Subject:** Fw: City Inquiry

---

**From:** Tony Mann <[tony.mann@molallariv.k12.or.us](mailto:tony.mann@molallariv.k12.or.us)>  
**Sent:** Thursday, June 27, 2024 4:57:10 PM  
**To:** Scott Keyser  
**Subject:** City Inquiry

Hello Mayor Keyser,

Thank you for allowing the District to make public comments last night.

After the meeting, Chair Eskridge shared with me you inquired about the letter Mr. Huff sent to the full School Board and City Council regarding the District office property. As I was not the primary recipient, I did not reply to Mr. Huff's email.

Andrea Watson mentioned that you talked with her earlier today about the City waiting for a response to Mr. Huff's communication. I want to confirm, Mr. Huff's email was received, and the District will have a response sent very soon.

Tony

--



**From:** [Dan Huff](#)  
**To:** [Christie Teets](#)  
**Subject:** FW: MRSD property (425 S. Molalla Avenue)  
**Date:** Wednesday, July 17, 2024 12:51:47 PM

---

This is a good thing

---

**From:** Chad Jacobs <chad.jacobs@behlaw.com>  
**Sent:** Wednesday, July 17, 2024 12:05 PM  
**To:** Dan Huff <dhuff@cityofmolalla.com>  
**Subject:** MRSD property (425 S. Molalla Avenue)

Hi again,

Sorry to load up on you today, but I am playing catch up on a few matters and it's your turn! I heard from the District's attorney with a response to your June 5 letter inquiring about purchasing MRSD's property currently being leased by the City. In short, they have declined our offer to discuss a purchase of the property. They said that at this time the Board is not willing to make the finding required by ORS 332.155(5) that the property is not required for school purposes. They did not say who made this decision on behalf of the District, so it is possible that Tony made this decision without consulting the Board. I know you have had a pretty decent relationship with Tony in the past, so you could still reach out to him and ask for additional information (not sure why they had their lawyers respond) or go above Tony's head and ask the Board directly at a Board meeting, but at this time, they are declining our request to engage in further discussions.

Let me know if I can help out with this at all or if you want/need to discuss further.

Best,

Chad

**Chad A. Jacobs ([he/him](#))**  
BEERY ELSNER & HAMMOND, LLP  
1804 NE 45TH AVENUE  
PORTLAND, OR 97213  
d (503) 802-0011 | t (503) 226-7191 | f (503) 226-2348  
[www.behlaw.com](http://www.behlaw.com)

**Please note that my e-mail address changed on June 1, 2024 to [chad.jacobs@behlaw.com](mailto:chad.jacobs@behlaw.com). E-mails sent to my old address will be forwarded to my new address, but moving forward you will receive e-mails from my new address.**

Caution! This communication may contain a privileged attorney-client communication or attorney work product. Please do not distribute, forward or retransmit without prior approval. If you have received this e-mail by mistake, please notify me by reply e-mail and delete all copies.



Please consider the environment before printing this email.



**From:** [Dan Huff](#)  
**To:** [Mac Corthell](#); [Christie Teets](#)  
**Subject:** FW: MRSD and City of Molalla Real Property Transaction  
**Date:** Wednesday, August 28, 2024 2:54:07 PM

---

**From:** Chad Jacobs <[chad.jacobs@behlaw.com](mailto:chad.jacobs@behlaw.com)>  
**Sent:** Wednesday, August 28, 2024 2:50 PM  
**To:** Dan Huff <[dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)>  
**Subject:** FW: MRSD and City of Molalla Real Property Transaction

And here's the response. I'm in meetings pretty much the rest of the afternoon, but my morning is currently open tomorrow if you want to chat.

Best,

Chad

---

**From:** Tran-Caffee, Cozette <[Cozette.TranCaffee@MillerNash.com](mailto:Cozette.TranCaffee@MillerNash.com)>  
**Sent:** Wednesday, August 28, 2024 2:18 PM  
**To:** Chad Jacobs <[chad.jacobs@behlaw.com](mailto:chad.jacobs@behlaw.com)>  
**Subject:** RE: MRSD and City of Molalla Real Property Transaction

Hi Chad,

Thank you for the response and your efforts to keep this conversation open.

I've consulted with the District, whose primary concern is ensuring that it can provide enough space for a rapidly growing student body. The District-owned lot at 412 S. Swigle Avenue (a portion of which is leased to the City) is currently the only property available for future District expansion. Any long-term plans for the property would need to accommodate the possible need for expansion, or be offset by other expansion options.

The District appreciates the list of options that the City has proposed, but it would help to know the type of consideration the City is willing to offer for each of these options. This would allow the District to evaluate whether it can meet its enrollment needs without this specific space. The District is also willing to consider any outside-the-box ideas the City may have for how to satisfy both the District's enrollment needs and the City's desire to continue use of the portion of the property that it now leases.

I understand that the City has previously requested a meeting to discuss acquisition of the leased portion of the District property. Because this is not surplus property and because the City has not made an offer to purchase the property, the District feels any such meeting would be premature.

I look forward to hearing your thoughts.

Thanks,  
Cozette

**Cozette Tran-Caffee**

Partner (Pronouns: she/her/hers)

**Miller Nash LLP**

1140 SW Washington St, Ste 700 | Portland, OR 97205

Direct: 503.205.2309 | Office: 503.224.5858

[Email](#) | [Insights](#) | [Website](#)

*Our attorneys regularly offer insights to address the challenges faced by our clients. To visit the Miller Nash industry-focused blog overview page on our updated website: [please click this link](#).*

-----  
**CONFIDENTIALITY NOTICE:** This email message may contain confidential or privileged information. If you have received this message by mistake, please do not review, disclose, copy, or distribute the email. Instead, please notify us immediately by replying to this message or telephoning us. Thank you.  
-----

---

**From:** Chad Jacobs <[chad.jacobs@behlaw.com](mailto:chad.jacobs@behlaw.com)>  
**Sent:** Thursday, July 25, 2024 4:25 PM  
**To:** Tran-Caffee, Cozette <[Cozette.TranCaffee@MillerNash.com](mailto:Cozette.TranCaffee@MillerNash.com)>  
**Subject:** MRSD and City of Molalla Real Property Transaction

**[EXTERNAL MESSAGE: This email originated from outside of the firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.]**

---

Cozette,

I'm writing on behalf of the City of Molalla (the "City") in reference to your communication to me rejecting the City's offer to buy a piece of real property from your client, the Molalla River School District (the "District"). As you know, the property in question is located on E. Fifth Street between Molalla Avenue and Swiegle Avenue. The City has leased this property from the District for 26 years, and maintains Fox Park, the Molalla Library and a basketball court on the property. The community is very fond of these amenities, and in fact, Fox Park is often referred to as Molalla's living room.

What you may not know is that the City has been in discussions with the District for five to six years about purchasing the property. These discussions were previously cordial and collaborative, and in fact, the City signed the latest one year lease for the property in reliance on the District's stated intent to sell the property. The City has continued to rely upon the District's intent to sell the property in numerous ways, including making numerous improvements to the leased property. There is actually a fundraising campaign currently occurring to replace playground equipment at Fox Park based on the belief that the City would continue to be able to utilize the property in the future.

Needless to say, the City was incredibly disappointed by the District refusing to even enter into discussions for the sale of the property – especially when it was done via a communication from your office to my office. It is unclear to the City why, after five to six years of friendly discussions, lawyers now need to be involved. Nonetheless, we now find our clients at a crossroads about how to move forward. The City has a strong interest in protecting Fox Park for the community, and it hopes that the District continues to share this desire. To that end, the City would like to inquire whether other options for the property remain on the table. For example, the City would like to discuss whether the District would be willing to:

- Sell only the portion of the property that comprises Fox Park to the City, with a shorter term lease for the library and basketball court, which would allow the City time to relocate the library;
- Provide a long term lease for the portion of the property that comprises Fox Park (50 years minimum) and a shorter lease (5-10 years) for the library and basketball court;
- Simply entering into a multiple year lease for the entirety of the currently leased property; or
- An option that is amenable to the District, which protects the long term interests of Fox Park and allowing time for the relocation of the library.

The current lease is set to expire at the end of March, 2025. Accordingly, the City would like for the District to provide a response to this request, with a meaningful proposal, no later than September 1, 2024. Thank you, in advance, for your attention to this important issue.

All the best,

Chad

**Chad A. Jacobs** ([he/him](#))

BEERY ELSNER & HAMMOND, LLP

1804 NE 45TH AVENUE

PORTLAND, OR 97213

[d](#) (503) 802-0011 | [t](#) (503) 226-7191 | [f](#) (503) 226-2348

[www.behlaw.com](http://www.behlaw.com)

**Please note that my e-mail address changed on June 1, 2024 to [chad.jacobs@behlaw.com](mailto:chad.jacobs@behlaw.com). E-mails sent to my old address will be forwarded to my new address, but moving forward you will receive e-mails from my new address.**

Caution! This communication may contain a privileged attorney-client communication or attorney work product. Please do not distribute, forward or retransmit without prior approval. If you have received this e-mail by mistake, please notify me by reply e-mail and delete all copies.



Please consider the environment before printing this email.

**From:** [Amy McNeil](#)  
**To:** [Christie Teets](#)  
**Cc:** [Lauree Nelzen](#); [Craig Loughridge](#)  
**Subject:** Re: Presentation to the Board  
**Date:** Tuesday, October 15, 2024 5:20:44 PM

---

Hi Christie,

Thank you for your email response to Lauree. After reviewing your response and discussing this in board leadership as well as in executive session with the whole board, we agreed that bringing the property topic up at all during a board meeting would be inappropriate. Even if the contract details are not mentioned. As you're aware, property matters have recently been discussed in executive meetings and the decisions/responses from these meetings have been relayed between legal counsels.

We would also like to confirm that the whole board of directors has read all communication from the city and is aware of the property lease/partnership that the city and district have had for years.

Between now and before the property lease expires, the board will discuss the possibility of having smaller meetings between school board members and council members. However at this time, it is the full board's consensus to continue having the property matters be communicated between the city's and school district's legal counsels.

Now that we have the agenda determined for the October 24th work session, we unfortunately won't have time left for the city's presentations during that meeting. The school district is fully engulfed in the planning of the new middle school and we hope the city can understand that this needs to remain the school district's top priority. Because of this, we'd like to invite the city to present during our work session on November 21st instead. Please confirm that this new date will work for your council members.

Thank you for your cooperation,

Amy McNeil  
MRSD Board Chair

On Thu, Sep 19, 2024 at 2:13 PM Christie Teets <[cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com)> wrote:

Hi Laurie,

Thank you for getting back to me.

Just to clarify, the City Council is not asking for the Board to respond to the presentation, we are just asking to present. The Council understands that the Board may not be able to engage in discussion due to executive session laws and/or rules of decorum.



The scope of the presentation is the partnership at Fox Park and the Molalla Public Library, and there is no intent to present contractual information, though it is a matter of Public Record. City Council's intention is to provide information to the Board to ensure that they are aware of all the relevant facts regarding the history and future of the mentioned partnership. For reassurance, the presentation will be fully compliant with the Board's policy on Public Comment and all rules related to Public Meeting Laws.

Best,

*Christie Teets, CMC*

City Recorder

City of Molalla | 117 N. Molalla Ave. | Molalla, OR 97038

Phone: 503.759.0285

[www.cityofmolalla.com](http://www.cityofmolalla.com)



DISCLOSURE NOTICE: This email is official business of the City of Molalla and is subject to Oregon Public Records Law.

---

**From:** Lauree Nelzen <[lauree.nelzen@molallariv.k12.or.us](mailto:lauree.nelzen@molallariv.k12.or.us)>  
**Sent:** Thursday, September 19, 2024 10:38 AM  
**To:** Christie Teets <[cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com)>  
**Cc:** Amy McNeil <[amy.mcneil@molallariv.k12.or.us](mailto:amy.mcneil@molallariv.k12.or.us)>; Craig Loughridge <[craig.loughridge@molallariv.k12.or.us](mailto:craig.loughridge@molallariv.k12.or.us)>  
**Subject:** Re: Presentation to the Board

Hi Christie,

Thank you for the information on the topics to be presented by the City Council. The Board would be happy to listen to a 15-minute presentation on the City's internship program, and on the District's role in UGB expansion.

However, we would need a more in-depth explanation of the purpose and scope of the presentation on Fox Park and the Library before we can put that topic on the agenda to be presented by the City. The Board's understanding of this topic is that it is a contractual property matter between the District and the City, which is not open for discussion in open session. Based on the information given, they would not add that topic to the meeting agenda.

Let me know if you have any questions.

Thank you,

**Lauree Nelzen**

*Executive Administrative Assistant to the Superintendent and Board of Directors*

*Head Volleyball Coach Molalla High School*

*Molalla River School District*

503-829-2359 ext 7463

412 S. Swiegle Ave.

PO Box 188

Molalla Oregon 97038

**CONFIDENTIALITY STATEMENT:** This e-mail may contain confidential information that is being transmitted to and only for the recipients named above. Reading, disclosing, discussing, distributing, forwarding, or copying this by anyone other than the intended recipients and for this intended purpose is prohibited.

On Tue, Sep 17, 2024 at 12:41 PM Christie Teets <[cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com)> wrote:

Wonderful! The Work Session on October 24<sup>th</sup> would be fine. We understand the importance of not clogging up a Regular Meeting.

Topics would include community partnership related to Fox Park and Molalla Public Library, reintroducing the City's Internship Program, and the School District's role related to UGB (Urban Growth Boundary) expansion. The objective is to share information with

the Board.

Best,

*Christie Teets, CMC*

City Recorder

City of Molalla | 117 N. Molalla Ave. | Molalla, OR 97038

Phone: 503.759.0285

[www.cityofmolalla.com](http://www.cityofmolalla.com)



DISCLOSURE NOTICE: This email is official business of the City of Molalla and is subject to Oregon Public Records Law.

---

**From:** Lauree Nelzen <[lauree.nelzen@molallariv.k12.or.us](mailto:lauree.nelzen@molallariv.k12.or.us)>  
**Sent:** Tuesday, September 17, 2024 11:54 AM  
**To:** Christie Teets <[cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com)>  
**Subject:** Re: Presentation to the Board

Hi Christie!

Of course they are welcome. As the agenda is the Board's agenda, may I ask the topic and objective to share with them?  
Either meeting is fine. The work session is typically less "busy" and most of the time better suited for presentations.

Thank you,

**Lauree Nelzen**

*Executive Administrative Assistant to the Superintendent and Board of Directors*

*Head Volleyball Coach Molalla High School*

*Molalla River School District*

503-829-2359 ext 7463

412 S. Swiegle Ave.

PO Box 188

Molalla Oregon 97038

**CONFIDENTIALITY STATEMENT:** This e-mail may contain confidential information that is being transmitted to and only for the recipients named above. Reading, disclosing, discussing, distributing, forwarding, or copying this by anyone other than the intended recipients and for this intended purpose is prohibited.

On Tue, Sep 17, 2024 at 11:20 AM Christie Teets <[cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com)> wrote:

Hi Lauree,

I am contacting you on behalf of the Molalla City Council. Two City Councilors would like to give a presentation to the Board in October. Councilors are requesting fifteen minutes.

I know Board Meetings are scheduled for October 10<sup>th</sup> and October 24<sup>th</sup>. Please let me know which date is best, and I will pass that on to Council. I look forward to hearing from you.

Kind Regards,

*Christie Teets, CMC*

City Recorder

City of Molalla | 117 N. Molalla Ave. | Molalla, OR 97038

Phone: 503.759.0285

[www.cityofmolalla.com](http://www.cityofmolalla.com)





DISCLOSURE NOTICE: This email is official business of the City of Molalla and is subject to Oregon Public Records Law.

**From:** [Dan Huff](#)  
**To:** [Mac Corthell](#); [Christie Teets](#)  
**Subject:** FW: MRSD/City of Molalla  
**Date:** Wednesday, October 23, 2024 2:15:01 PM

---

**From:** Chad Jacobs <[chad.jacobs@behlaw.com](mailto:chad.jacobs@behlaw.com)>  
**Sent:** Wednesday, October 23, 2024 2:02 PM  
**To:** Dan Huff <[dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)>; Mac Corthell <[mcorthell@cityofmolalla.com](mailto:mcorthell@cityofmolalla.com)>  
**Subject:** FW: MRSD/City of Molalla

Hey,

Based on our previous discussions, I sent the reply below to MSRSD's attorney this afternoon. Obviously it is your call as to whether you want to "share" the information that we wanted to present at the Board meeting tomorrow through a communication between the attorneys. If you do, just let me know, and I'll be happy to send the information along. As always, I'm happy to hop on a call to discuss further as needed.

All the best,

Chad

---

**From:** Chad Jacobs  
**Sent:** Wednesday, October 23, 2024 1:59 PM  
**To:** 'Tran-Caffee, Cozette' <[Cozette.TranCaffee@MillerNash.com](mailto:Cozette.TranCaffee@MillerNash.com)>  
**Subject:** RE: MRSD/City of Molalla

Cozette,

I will of course send this request along to the City, however, it seems incredibly disingenuous (at best) for you and/or your client to be asking for this information via private channels when they will not accept it at a public meeting as requested by the City. There is nothing in the public meeting laws that would preclude a presentation by one party to a real estate negotiation to the other party in a public meeting. To suggest that the law somehow prohibits this activity or that it is otherwise "inappropriate" does not garner good will or trust between the parties, especially when an after the fact request such as this is made.

Could you explain why MSRSD believes that such a discussion at a public meeting is inappropriate and why they prefer to have this information communicated between attorneys instead of elected officials? I do not mean to come off as overly self-righteous or antagonistic here, but we are dealing with smaller government entities with limited legal budgets and using attorneys in this manner is not how the City desires to use its legal budget. Instead, they would prefer to have a discussion board to board or elected to elected, and given the public meeting laws that apply to both bodies, having such discussions in a public meeting is in fact the most appropriate manner to achieve this goal. To

that end, I would strongly encourage you to counsel MSRSD to reconsider their position here so that the parties can work together to find a solution that works in the best interests of their shared community.

Best,

Chad

---

**From:** Tran-Caffee, Cozette <[Cozette.TranCaffee@MillerNash.com](mailto:Cozette.TranCaffee@MillerNash.com)>

**Sent:** Wednesday, October 23, 2024 1:43 PM

**To:** Chad Jacobs <[chad.jacobs@behlaw.com](mailto:chad.jacobs@behlaw.com)>

**Subject:** MRSD/City of Molalla

Hi Chad,

From the below, it looks like the City of Molalla had some information that it wanted to share about the MRSD-owned lot at 412 S. Swigle Avenue (a portion of which is leased to the City). Is that something you can pass along to me for transmittal to the MRSD?

Thanks,  
Cozette

**Cozette Tran-Caffee**

Partner (Pronouns: she/her/hers)

**Miller Nash LLP**

1140 SW Washington St, Ste 700 | Portland, OR 97205

Direct: 503.205.2309 | Office: 503.224.5858

[Email](#) | [Insights](#) | [Website](#)

*Our attorneys regularly offer insights to address the challenges faced by our clients. To visit the Miller Nash industry-focused blog overview page on our updated website: [please click this link](#).*

---

**CONFIDENTIALITY NOTICE:** This email message may contain confidential or privileged information. If you have received this message by mistake, please do not review, disclose, copy, or distribute the email. Instead, please notify us immediately by replying to this message or telephoning us. Thank you.

---

----- Forwarded message -----

From: **Amy McNeil** <[amy.mcneil@molallariv.k12.or.us](mailto:amy.mcneil@molallariv.k12.or.us)>

Date: Tue, Oct 15, 2024 at 5:21 PM

Subject: Re: Presentation to the Board

To: Christie Teets <[cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com)>

Cc: Lauree Nelzen <[lauree.nelzen@molallariv.k12.or.us](mailto:lauree.nelzen@molallariv.k12.or.us)>, Craig Loughridge  
<[craig.loughridge@molallariv.k12.or.us](mailto:craig.loughridge@molallariv.k12.or.us)>

Hi Christie,

Thank you for your email response to Lauree.

After reviewing your response and discussing this in board leadership as well as in executive session with the whole board, we agreed that bringing the property topic up at all during a board meeting would be inappropriate. Even if the contract details are not mentioned.

As you're aware, property matters have recently been discussed in executive meetings and the decisions/responses from these meetings have been relayed between legal counsels.

We would also like to confirm that the whole board of directors has read all communication from the city and is aware of the property lease/partnership that the city and district have had for years.

Between now and before the property lease expires, the board will discuss the possibility of having smaller meetings between school board members and council members. However at this time, it is the full board's consensus to continue having the property matters be communicated between the city's and school district's legal counsels.

Now that we have the agenda determined for the October 24th work session, we unfortunately won't have time left for the city's presentations during that meeting. The school district is fully engulfed in the planning of the new middle school and we hope the city can understand that this needs to remain the school district's top priority. Because of this, we'd like to invite the city to present during our work session on November 21st instead. Please confirm that this new date will work for your council members.

Thank you for your cooperation,

Amy McNeil  
MRSD Board Chair

On Thu, Sep 19, 2024 at 2:13 PM Christie Teets <[cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com)> wrote:

Hi Laurie,

Thank you for getting back to me.

Just to clarify, the City Council is not asking for the Board to respond to the presentation, we are just asking to present. The Council understands that the



Board may not be able to engage in discussion due to executive session laws and/or rules of decorum.

The scope of the presentation is the partnership at Fox Park and the Molalla Public Library, and there is no intent to present contractual information, though it is a matter of Public Record. City Council's intention is to provide information to the Board to ensure that they are aware of all the relevant facts regarding the history and future of the mentioned partnership. For reassurance, the presentation will be fully compliant with the Board's policy on Public Comment and all rules related to Public Meeting Laws.

Best,

***Christie Teets, CMC***

City Recorder

City of [Molalla](#) | [117 N. Molalla Ave.](#) | [Molalla, OR 97038](#)

Phone: 503.759.0285

[www.cityofmolalla.com](http://www.cityofmolalla.com)



DISCLOSURE NOTICE: This email is official business of the City of Molalla and is subject to Oregon Public Records Law.

---

**From:** Lauree Nelzen <[lauree.nelzen@molallariv.k12.or.us](mailto:lauree.nelzen@molallariv.k12.or.us)>

**Sent:** Thursday, September 19, 2024 10:38 AM

**To:** Christie Teets <[cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com)>

**Cc:** Amy McNeil <[amy.mcneil@molallariv.k12.or.us](mailto:amy.mcneil@molallariv.k12.or.us)>; Craig Loughridge <[craig.loughridge@molallariv.k12.or.us](mailto:craig.loughridge@molallariv.k12.or.us)>

**Subject:** Re: Presentation to the Board

Hi Christie,

Thank you for the information on the topics to be presented by the City Council. The Board would be happy to listen to a 15-minute presentation on the City's internship program, and on the District's role in UGB expansion.

However, we would need a more in-depth explanation of the purpose and scope of the presentation on Fox Park and the Library before we can put that topic on the agenda to be presented by the City. The Board's understanding of this topic is that it is a contractual property matter between the District and the City, which is not open for discussion in open session. Based on the information given, they would not add that topic to the meeting agenda.

Let me know if you have any questions.  
Thank you,

***Lauree Nelzen***

*Executive Administrative Assistant to the Superintendent and Board of Directors*

Head Volleyball Coach Molalla High School  
Molalla River School District  
503-829-2359 ext 7463  
[412 S. Swiegle Ave.](#)  
PO Box 188  
Molalla Oregon 97038

**CONFIDENTIALITY STATEMENT:** This e-mail may contain confidential information that is being transmitted to and only for the recipients named above. Reading, disclosing, discussing, distributing, forwarding, or copying this by anyone other than the intended recipients and for this intended purpose is prohibited.

On Tue, Sep 17, 2024 at 12:41 PM Christie Teets <[cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com)> wrote:

Wonderful! The Work Session on October 24<sup>th</sup> would be fine. We understand the importance of not clogging up a Regular Meeting.

Topics would include community partnership related to Fox Park and Molalla Public Library, reintroducing the City's Internship Program, and the School District's role related to UGB (Urban Growth Boundary) expansion. The objective is to share information with the Board.

Best,

***Christie Teets, CMC***

City Recorder

City of [Molalla](#) | [117 N. Molalla Ave.](#) | [Molalla, OR 97038](#)

Phone: 503.759.0285

[www.cityofmolalla.com](http://www.cityofmolalla.com)



DISCLOSURE NOTICE: This email is official business of the City of Molalla and is subject to Oregon Public Records Law.

---

**From:** Lauree Nelzen <[lauree.nelzen@molallariv.k12.or.us](mailto:lauree.nelzen@molallariv.k12.or.us)>

**Sent:** Tuesday, September 17, 2024 11:54 AM

**To:** Christie Teets <[cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com)>

**Subject:** Re: Presentation to the Board

Hi Christie!

Of course they are welcome. As the agenda is the Board's agenda, may I ask the topic and objective to share with them?

Either meeting is fine. The work session is typically less "busy" and most of the time better suited for presentations.

Thank you,

**Lauree Nelzen**

*Executive Administrative Assistant to the Superintendent and Board of Directors*

*Head Volleyball Coach Molalla High School*

*Molalla River School District*

503-829-2359 ext 7463

[412 S. Swigle Ave.](#)

PO Box 188

Molalla Oregon 97038

**CONFIDENTIALITY STATEMENT:** This e-mail may contain confidential information that is being transmitted to and only for the recipients named above. Reading, disclosing, discussing, distributing, forwarding, or copying this by anyone other than the intended recipients and for this intended purpose is prohibited.

On Tue, Sep 17, 2024 at 11:20 AM Christie Teets <[cteets@cityofmolalla.com](mailto:cteets@cityofmolalla.com)> wrote:

Hi Lauree,

I am contacting you on behalf of the Molalla City Council. Two City Councilors would like to give a presentation to the Board in October. Councilors are requesting fifteen minutes.

I know Board Meetings are scheduled for October 10<sup>th</sup> and October 24<sup>th</sup>. Please let me know which date is best, and I will pass that on to Council. I look forward to hearing from you.

Kind Regards,

***Christie Teets, CMC***

City Recorder

City of [Molalla](#) | [117 N. Molalla Ave.](#) | [Molalla, OR 97038](#)

Phone: 503.759.0285

[www.cityofmolalla.com](http://www.cityofmolalla.com)



DISCLOSURE NOTICE: This email is official business of the City of Molalla and is subject to Oregon Public Records Law.