



AGENDA

**MOLALLA CITY COUNCIL MEETING
May 12, 2021
7:00 PM
Molalla Adult Center
315 Kennel Ave, Molalla, OR 97038**

Mayor Scott Keyser

*Council President Leota Childress
Councilor Elizabeth Klein
Councilor Terry Shankle*

*Councilor Jody Newland
Councilor Crystal Robles
Councilor Steve Deller*

WORK SESSION begins at 6:00pm: Open to the Public, but not open to Public Comment or Testimony

REGULAR COUNCIL MEETING begins at 7:00pm: Open to the Public and open to Public Comment or Testimony. Please fill out a comment card and submit it to the City Recorder, prior to the beginning of the meeting.

EXECUTIVE SESSION begins immediately following Recess of the Regular Meeting: Not open to Public, according to ORS 192.660(2): e

*MEETING NOTICE: Due to health concerns of COVID-19, this City Council Meeting will be held in accordance with Governor Brown’s Executive Order 20-25. Council Chambers is limited to 25 people.
The On-Demand replay of the Molalla City Council Meetings are available on Facebook at “Molalla City Council Meetings – LIVE” and “Molalla City Council Meetings” on YouTube.*

1. CALL TO ORDER AND FLAG SALUTE

2. ROLL CALL

3. PRESENTATIONS, PROCLAMATIONS, CEREMONIES

- A. OLCC Off-Premise Permit Request: Grocery Outlet.....Pg. 3
- B. Police Facility Community Program Committee – Creation and Appointment (Huff).....Pg. 6

4. 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.)

5. APPROVAL OF THE AGENDA

6. CONSENT AGENDA

- A. Meeting Minutes – April 28, 2021.....Pg. 11
- B. Pro Tem Municipal Court Judge (Seifried).....Pg. 13

7. PUBLIC HEARINGS

None.

8. ORDINANCES AND RESOLUTIONS

None.

9. GENERAL BUSINESS

- A. Intergovernmental Agreement - Student Resource Officer: Molalla PD and Molalla River School District (Huff/Schoenfeld).....Pg. 18

- B. Requiring Engineered Rough Proportionality, Amending MMC 17-3.6.010:
Discussion (Corthell).....Pg. 28
- C. Molalla Civil Liberty Position (Mayor & Council).....Pg. 32

10. REPORTS

- A. City Manager and Staff
- B. City Councilors
- C. Mayor

11. RECESS INTO EXECUTIVE SESSION

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

- (e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

12. RECONVENE REGULAR SESSION

13. ADJOURN



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See)			
Molalla Grocery Outlet			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail)			
121 South Hezzie Lane			
City	State	Zip Code	
Molalla	OR	97038	
9. Phone Number of the Business Location		10. Email Contact for this Application	
503.593.4661		DonnellyG0Bm@gmail.com	
11. Contact Person for this Application		Phone Number	
Brandon Donnelly		503.593.4661	
Contact Person's Mailing Address (if different)	City	State	Zip Code
15495 SW Bell Rd.	Sherwood	OR	97140

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.



 (Applicant#1)

DocuSigned by:


36F021624B3A4E3
 (Applicant #2)

 (Applicant#3)

 (Applicant #4)



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

RECEIVED
APR 28 2021

BY:

Instructions

1. Complete and sign this application.
2. Combine this completed application with the other required application materials to make one application packet.
3. Submit the application packet to your local OLCC office.
4. Do not include any OLCC fees with your application packet (the license fee will be collected at a later time). When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.

Identify the Applicant(s) Applying for the License(s)

Any individual person that is not part of an entity and any entity (like a corporation or limited liability company) that will own or control the business must be listed as an applicant. This includes:

- Any person or entity, other than an employee acting under the direction of the owner, that exercises control over, or is entitled to exercise control over, the business;
- Any person or entity, other than an employee acting under the direction of the owner, that incurs, or is entitled to incur, debt or similar obligations on behalf of the business;
- Any person or entity, other than an employee acting under the direction of the owner, that enters into, or is entitled to enter into, a contract or similar obligations on behalf of the business; or
- Any person or entity identified as the lessee of the premises proposed to be licensed.

Business Address

This is the street address of the location that will have the liquor license.

Applicant Signature(s)

- Each individual person listed in Section 2 (entity or individuals applying for the license) must sign the application.
- If an applicant in Section 2 is an entity (such as a corporation or limited liability company) at least one person who is authorized to sign for the entity must sign the application.
- A person with authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power or attorney) may sign the application. The OLCC will likely require proof of such authority.

City of Molalla

City Council Meeting



Agenda Category:

Subject: Police Facility Community Program Committee (CPC)

Recommendation: Committee Formation and appoint Members

Date of Meeting to be Presented: May 12, 2021

Fiscal Impact: N/A

Background:

As part of Council's 2021 Goal Vision and Goal setting, we are presenting the formation of the Police Facility Community Program Committee (CPC) and appointment of members for Council consideration. This committee is identified under Molalla Municipal Code Section 2.17.010

Councilor Shankle has indicated a desire to be the City Councilor appointed to chair this committee. Citizenry identified as potential members of this committee are either original members of the Police Facility informal group from four (4) years ago or individuals who have indicated a desire to be on a commission/committee and have not been seated. Volunteer applications are attached.

This Committee will be managed by city staff and provide Council with recommendations throughout the Police Facility development process.

SUBMITTED BY: Dan Huff, City Manager

APPROVED BY: Dan Huff, City Manager



**City of Molalla
Application for Appointment to Citizen
Committee/Board/Commission/Council**

Date: 1/2/2021

How long have you resided in the City: 50 YRS

Committee/Board/Commission/Council position of interest: Planing Commission

Name: Keith Swigart

Address: 210 S. Cole Ave. Molalla

State/Province: O.R. Zip/Postal Code: 97038

Home Phone: 503-829-7240 Work Phone: N/A

*E-Mail cmskas@molalla.net

Current or Previous Community Affiliations or Activities:

<i>Molalla City Council</i>	<i>Mayor of the City of Molalla</i>

Why would you like to serve on this Committee/Board/Commission/Council and give any other background you might have in this area.

My two passions are as follows; Ecnomic development and Affordable housing. I believe that by being on the planing commission, the above goals can be better achieved. My background is cost analysis, biding and price negotiation for Pacific Northwest Construction.

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

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

This question is best answered by my experience as a City Council member and my time as Mayor working indirectly with the Planning Commission. During this time I saw recomendations and well informed decissions by said body. I would change nothing at this time.

*Signature:

117 Molalla Ave/PO Box 248 Molalla Oregon 97038
Ph: 503.829.6855 Fax: 503.829.3676 www.cityofmolalla.com

REV: 02/14/2019 Citizen Application -- City Recorder

Email back to: cityrecorder@cityofmolalla.com



City of Molalla
Application for Appointment to Citizen
Committee/Board/Commission/Council

Date: March 1, 2021

Committee/Board/Commission/Council position of interest: Police Facility Community Program Committee (CPC)

Name: Annette Delbridge

Address: 524 E Main

State/Province: Oregon **Zip/Postal Code:** 97038

Home Phone: 505390919 **Work Phone:** 5038298245

***E-Mail** delbridge@molalla.net

Current or Previous Community Affiliations or Activities:

Elementary Teacher - Molalla River School District
Church , Molalla Youth Sports Board

Why would you like to serve on this Committee/Board/Commission/Council and give any other background you might have in this area.

I am a business owner and this is my home town graduating from Molalla HS in 1981 I want to help improve our town and make it safer, more effecient and attractive.

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

NA

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

NA

***Signature:**
Annette Delbridge

117 Molalla Ave/PO Box 248 Molalla Oregon 97038
 Ph: 503.829.6855 Fax: 503.829.3676 www.cityofmolalla.com



**City of Molalla
Application for Appointment to Citizen
Committee/Board/Commission/Council**

Date: 2/22/2021

Committee/Board/Commission/Council position of interest: MPD Focus Group

Name: DAPHNE LISAC

Address: 683 JUNE DR

State/Province: OR Zip/Postal Code: 97038

Home Phone: 971-235-9934 Work Phone: _____

*E-Mail dlsac@molalla.com

Current or Previous Community Affiliations or Activities:

Molalla Fire Budget Committee, Molalla Chamber of Commerce, Mollala Police Focus Group, Teamolalla Mainstreet Committee

Why would you like to serve on this Committee/Board/Commission/Council and give any other background you might have in this area.

I am passionate about MPD's role and work in our community. I live and work in Molalla and want to see our community continue to be a great area for residents and businesses to reside and operate.

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

Met with key property owners to locate potential property, helped to engage other community members to join the group.

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

***Signature:**

Daphne Lisac



**City of Molalla
Application for Appointment to Citizen
Committee/Board/Commission/Council**

Date: **3-08-21**

Committee/Board/Commission/Council position of interest: _____

Name: **Dale Satrum**

Address: **16589 S HIGHWAY 211**

State/Province: **OR** Zip/Postal Code: **97038**

Home Phone: **503-829-6613** Work Phone: **503-829-5101**

*E-Mail **pastordale@foothillsonline.com**

Current or Previous Community Affiliations or Activities:

Founder and Lead Pastor of Foothills Community Church

Why would you like to serve on this Committee/Board/Commission/Council and give any other background you might have in this area.

Led the church through 4 building projects. We are currently in another building project that began March 1st.
Understand how to communicate to people regarding vision, values and need.

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

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

As of today, none that I am aware of.

***Signature:**



Minutes of the Molalla City Council Meeting

Molalla Adult Community Center
315 Kennel Ave., Molalla, OR 97038
May 12, 2021

CALL TO ORDER

The Molalla City Council Meeting of April 28, 2021 was called to order by Mayor Scott Keyser at 7:06pm.

COUNCIL ATTENDANCE

Mayor Scott Keyser, Council President Leota Childress, Councilor Elizabeth Klein, Councilor Terry Shankle, Councilor Jody Newland, Councilor Crystal Robles, Councilor Steve Deller.

STAFF IN ATTENDANCE

Dan Huff, City Manager; Mac Corthell, Planning Director; Christie DeSantis, City Recorder.

PRESENTATIONS, PROCLAMATIONS, CEREMONIES

Swearing in of Police Officer, Taylor Thom. Ms. Thom was given the Oath of Office and Honor by Chief Schoenfeld, and the official swearing in by Mayor Keyser. Ms. Thom's father pinned her badge, with all present congratulating her.

PUBLIC COMMENT

None.

APPROVAL OF THE AGENDA

Councilor Newland requested that Consent Agenda Item B be removed for discussion.

CONSENT AGENDA

A motion was made by Council President Childress to approve the Consent Agenda, having removed item 6B, seconded by Councilor Newland. Vote passed 7-0, with all Councilors voting Aye.

PUBLIC HEARINGS

None.

ORDINANCES AND RESOLUTIONS

The Second Reading of Ordinance No. 2021-05: Amending Molalla Municipal Code Sections 17-2.3.220 Mobile Food Units and 17-5.1.020 Definitions.

A motion was made by Council President Childress hold the Second Reading of Ordinance No. 2021-05, seconded by Councilor Shankle. Vote passed 4-3, with Councilors Newland, Shankle, Childress, and Klein voting Aye. Voting Nay were Councilors Deller, Robles, and Mayor Keyser.

GENERAL BUSINESS

Economic Development Report by Planning Director Corthell. The handout for this discussion is listing on the City's website, under the date of this meeting, and Supporting Documents.

[For the complete video account of the Economic Development report, please go to YouTube "Molalla City Council Meetings", April 28, 2021 minute 11:10-31:41 of the meeting.](#)

Molalla Forest Road Project. Councilor Newland inquired about contracts being advertised in the Daily Journal of Commerce. Mr. Huff explained for larger projects, the City is required to advertise with the DJC. Councilor Newland also asked about the large difference in the bid numbers for this job.

RA Gray is the lowest responsible bidder for this job. Mr. Huff explained that Staff called, inquiring about the cost of the bid. He also explained that we are saving close to \$100,000 for this job.

A motion was made by Councilor Newland to authorize the City Manager to sign the Molalla Forest Road contract, seconded by Councilor Robles.

Councilor Deller asked to abstain from voting and it was noted. Vote passed 6-0, with all other Councilors voting Aye.

STAFF, MAYOR AND COUNCIL REPORTS

Councilor Deller requested that Council consider placing Street Funds on an upcoming Work Session. Council agreed that it was worth discussion. A Work Session for Street Funds will be set at a later date.

Council President Childress spoke to Council about Baker City passing a Resolution to reopen their City, after the repercussion of COVID-19. She asked that the Council consider doing something similar. Discussion took place to contact the City Attorney and the League of Oregon Cities regarding protocol.

Mayor Keyser described a new program that is being created by the Ecumenical Ministries of Oregon, called Second Home. This program provides housing to youth in need.

Councilor Klein expressed her gratitude to the Rotary Club, Eileen and Bob Oblack, Ken Fetters and the painters of the gazebo at Long Park.

[For the complete video account of reports, please go to YouTube “Molalla City Council Meetings”, April 28, 2021 minute 35:53 of the meeting.](#)

ADJOURN

The meeting was adjourned by Mayor Keyser at 8:11pm.

Scott Keyser, Mayor

Date

ATTEST:

Christie DeSantis, City Recorder

City of Molalla

City Council Meeting



Agenda Category:

Subject: Pro Tem Contract

Recommendation: Approve Contract

Date of Meeting to be Presented: May 12, 2021

Fiscal Impact: \$1,800.00

Background:

Our current Municipal Court Judge has resigned, effective May 31, 2021. We are currently in the process of hiring a full time Judge. We are presenting a Pro-Tem Judge for Council consideration to bridge the gap during the permanent Judge hiring process. We received contract from Lucy Heil. She has worked for us as a Defense Attorney for a year. She is currently the Prosecutor for the City of Canby, and she does defense work for other small to mid-size cities in the area.

SUBMITTED BY: Chaunee Seifried, Finance Director
APPROVED BY: Dan Huff, City Manager

**AGREEMENT FOR
PRO TEM MUNICIPAL JUDGE FOR THE CITY OF MOLALLA**

This AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2021, by and between the CITY OF MOLALLA, a Municipal Corporation, hereinafter called "CITY," and Lucy Golden Heil, hereinafter called "AGENT OF THE CITY", "HEIL," or "PRO TEM JUDGE" both of whom agree as follows:

WITNESSETH

WHEREAS, the City desires to contract for the services of said AGENT OF THE CITY as Pro Tem Municipal Judge of the City of Molalla;

WHEREAS, it is the desire of the Molalla City Council to establish certain conditions under this contract with said AGENT OF THE CITY;

WHEREAS, AGENT OF THE CITY desires to contract with City as Pro Tem Municipal Judge of said City.

SECTION 1. CONTRACT

City hereby contracts with Lucy Golden Heil as the Pro Tem Municipal Judge of said CITY to perform the functions and duties specified in City Charter, attached hereto and incorporated by reference herein; and to perform such other legally permissible and proper duties and functions as may from time to time arise in the operation of the Court. This AGREEMENT may be modified in writing when there is agreement by both parties.

SECTION 2. DUTIES

a. Duties include all normal duties of Municipal Judge acting in that capacity for Municipal Court. These duties include, but are not limited to, having regular arraignments, accepting pleas, conducting bench trials, presiding over jury trials as necessary, and conducting sentencing hearings. It may be necessary to conduct a jury trial on a separate day from regular court day. The PRO TEM JUDGE also issues warrants, such as bench warrants for criminal non-appearances, reviews probation reports, and has probation violation hearings. The PRO TEM JUDGE must be available for telephone calls or video conferences to consider probable cause affidavits and other court matters.

b. PRO TEM JUDGE will perform work in a manner according to professional standards observed by AGENT OF THE CITY in the municipal court judge profession. PRO TEM JUDGE shall maintain membership in good standing with the Oregon State Bar.

c. The Municipal Court Clerk assists the PRO TEM JUDGE with paperwork and necessary orders. The PRO TEM JUDGE may review court programs, court fines, court charges, and court procedures. The PRO TEM JUDGE may issue court orders establishing the procedure and amounts of fees. The PRO TEM JUDGE will keep the Municipal Court Clerk apprised of changes in laws and procedures. The PRO TEM JUDGE, MUNICIPAL COURT CLERK and CITY PROSECUTOR will meet to review calendars and programs applicable to court operations.

d. The PRO TEM JUDGE shall provide at her own expense, a pro-tem Judge, who shall sit and hear cases when the contracted PRO TEM JUDGE (“HEIL”) is absent due to illness, vacation, or when conflicts arise with other court schedules in her private practice. The pro-tem Judge or Judges shall be approved by the City Council.

e. The PRO TEM JUDGE will not represent any clients in matters of criminal defense where the police agency is the Molalla Police Department, whether in Municipal Court or in Clackamas County Circuit Court.

f. The Council shall conduct an evaluation of the Judge’s performance annually. The PRO TEM JUDGE is to develop a self-evaluation form each year and turn it in to the City Manager for the City Council no later than 60 days prior to the scheduled performance review. The date of the evaluation shall be no later than March of each year.

g. The CITY agrees to notify the PRO TEM JUDGE promptly when a citizen is lodged in jail on a Molalla Municipal Charge.

h. Part of the duties may also require the PRO TEM JUDGE to go to the Clackamas County jail located in Oregon City to arraign defendants via video that may be lodged in Clackamas County jail pursuant to a warrant issued by the Molalla Municipal Court.

SECTION 3. CONFLICT OF INTEREST

HEIL will disclose any actual, apparent, or potential conflict of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. In the event of a potential conflict of interest due to a former attorney-client relationship between HEIL and an accused citizen, the citizen and the City Prosecutor will be given the opportunity to waive the conflict after full disclosure. In the event a former client or the City Prosecutor declines to waive the conflict, the City will procure a different pro-tem Judge to handle the proceedings. A pro-tem Judge will be assigned in the event an apparent or actual conflict of interest is identified and paid for by the CITY.

SECTION 4. AGENT OF THE CITY STATUS

HEIL is an AGENT OF THE CITY, and as an AGENT OF THE CITY, is responsible for all employees, subcontractors, and agents performing portions of this work under this

AGREEMENT. HEIL will not be considered an employee of the City of Molalla for the performance of work under this AGREEMENT.

AGENT OF THE CITY will not be a participant in, nor be in a qualified position as defined by PERS.

SECTION 5. COMPENSATION AND REPORTING

HEIL will perform duties at the rate of \$1,800 per month or prorated if not full month.

Additional court days or night court can be added to the Court schedule. Times, dates, and additional compensation will be negotiated through the City Manager by the City Council.

Requests for any compensation adjustments must be made to the City Manager and approved by the City Council between January and March of a given year for budgeting purposes. Any adjustment granted will go into effect at the beginning of the fiscal year (July 1.)

SECTION 6. ANNUAL REVIEW

On an annual basis, HEIL will prepare interim reports to the Council regarding court operations.

SECTION 7. NOTICES

All notices, bills and payments shall be made in writing and may be given by personal delivery, by mail, or email to the following.

TO: Finance Director
City of Molalla
PO Box 248 / 117 N. Molalla Ave.
Molalla, OR. 97038
finance@cityofmolalla.com

SECTION 8. COMPLIANCE WITH LAW

- a. HEIL shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this AGREEMENT.
- b. HEIL shall not discriminate against any City employee or customer because of race, color, religion, sex, age, national origin, physical or mental disability, disabled veteran or veteran status, or any other protected status or activity in violation of state or federal law.

HEIL will administer the Court in compliance with City policy and applicable union collective bargaining agreements.

c. HEIL shall comply with all requirements associated with access to and confidentiality of law enforcement data system records and categories of records protected by law which come before the Court. HEIL shall appropriately direct Court staff and the police department with respect to such matters which come to our attention.

d. HEIL shall be a contract employee for all federal or state taxes applicable to any compensation or payments paid to HEIL under this AGREEMENT. HEIL is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid under this AGREEMENT.

SECTION 9. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this AGREEMENT, including without limitation, the making, performance, or interpretation of this AGREEMENT or the AGREEMENT documents, shall be settled by mediation.

SECTION 10. TERM OF AGREEMENT

This AGREEMENT shall commence on June 1, 2021 and will run continuously until a new Judge is hired.

PRO TEM JUDGE serves at the pleasure of the City Council. Therefore, this AGREEMENT may be terminated effective by either party for any reason upon (60) days' written notice of the party's intent to terminate. In the event this agreement is terminated, HEIL shall receive compensation only for Services actually performed up to the last day of work performed as a PRO TEM JUDGE.

SECTION 12. GENERAL PROVISIONS

IN WITNESS WHEREOF, the City of Molalla has caused this AGREEMENT to be signed and executed in its behalf by its City Council and duly attested by its City Recorder, and AGENT OF THE CITY has signed and executed this AGREEMENT, both in duplicate, the day and year first above written.

CITY OF MOLALLA:

AGENT OF THE CITY:

By: _____
Scott Keyser, Mayor

By: _____
Lucy Golden Heil

ATTESTED: By: _____
Christie DeSantis, City Recorder

DATED: _____

City of Molalla

City Council Meeting



Agenda Category:

Subject: School Resource Officer (SRO) - Intergovernmental Agreement

Recommendation: Adoption

Date of Meeting to be Presented: May 12, 2021

Fiscal Impact: \$50,000 in Revenue

Background:

Included with this memo is a new and slightly updated Intergovernmental Agreement (IGA) between the City of Molalla and the Molalla River School District for SRO services. This partnership was implemented three years ago, and the agreement should have been extended last year. Due to COVID-19, we did not extend or re-approve a new IGA prior to its expiration. The only change in the IGA is the addition of an extension clause under 1. Term.

The City and District are proud of the collaboration of our Staff. We have made this work for the benefit of the students, school staff and police officers. The Molalla SRO program is one of the best in the County and the relationship between our two entities and the community has greatly benefitted.

SUBMITTED BY: Dan Huff, City Manager
APPROVED BY: Dan Huff, City Manager

INTERGOVERNMENTAL AGREEMENT
Between the City of Molalla and the Molalla River School District

This agreement is entered into this 14th day of May, 2021, between the City of Molalla (“CITY”), a municipal corporation of the State of Oregon, and the Molalla River School District (DISTRICT”), a political subdivision of the State of Oregon.

RECITALS

WHEREAS, ORS Chapter 190 allows units of local government to enter into agreements for performance of any and all functions and activities which such units have authority to perform; and

WHEREAS, the DISTRICT desires a contractual relationship with the CITY whereby the CITY will be providing certain services through a designated School Resource Officer (SRO) position; and

WHEREAS, the CITY and DISTRICT desire to participate in a working partnership so as to provide a safe and secure learning environment for all students and staff to encourage a positive learning experience at Molalla High School, Molalla Middle School and Molalla Elementary School.

WHEREAS, DISTRICT is in need of special services available through the School Resource Officer Program (these special services are described in Section II and are referred to collectively as the “Services”).

WHEREAS, CITY employs sworn peace officers specially trained, experienced, and competent to provide the Services and CITY is willing to provide Services to DISTRICT on terms and in the manner provided in this AGREEMENT.

WHEREAS, CITY and DISTRICT are joining together in a collaborative effort to provide one (1) School Resource Officer (SRO). The SRO’s primary assignments are to work with the school communities to help provide a safe and secure environment for all.

AGREEMENT

NOW THEREFORE, CITY and DISTRICT agree as follows:

1. TERM

The term of this AGREEMENT shall commence on July 1, 2021 This AGREEMENT shall expire on June 30, 2023, unless terminated as specified in Section 7. The Parties may, by mutual agreement, renew this AGREEMENT for two year terms.

2. CITY SERVICES

- A. Services – General: CITY will provide ONE (1) full time sworn peace officer from the Molalla Police Department to function as School Resource Officer (SRO). The SRO shall perform services, as an employee of the City of Molalla, under the supervision and control of the Molalla Police Department Chief of Police (Chief) and shall be subject to the rules and regulations of the City. The type and manner of performance of the Services, which are further clarified in Exhibit A, which is attached hereto and incorporated herein, should promote safety in the learning environment. The Services contemplated by this AGREEMENT are to Molalla High School (MHS), Molalla River Middle School (MRMS), and the Molalla ~~Grade~~ Elementary School (~~MGS~~ MES).
- B. Services – Mandatory: CITY shall perform the following services:
- I. Establish and maintain a liaison between DISTRICT personnel, Molalla Police Department personnel, and elements of the juvenile justice system.
 - II. Serve as a resource to DISTRICT employees such as administrators, faculty and security personnel, as well as students and their guardian(s) on law enforcement-related issues including crime prevention and investigations.
- C. Services – Discretionary: City may in the sole discretion of the SRO and/or his/her supervisor, perform the following services:
- I. Conduct patrol activity in and around the designated campuses.
 - II. Conduct preliminary and follow-up investigations of crimes that occur on or near the designated campuses.
- D. Services – Security: The Services performed by the SRO pursuant to this AGREEMENT are not intended to supplant those provided by existing DISTRICT security personnel. DISTRICT may request security services from CITY pursuant to other provisions of this AGREEMENT.

3. DISTRICT DUTIES

In addition to other duties specified within this AGREEMENT, District shall do the following:

- ~~A. DISTRICT superintendent will designate a staff member to serve as liaison to the Molalla Police Chief. Department to facilitate communication between DISTRICT personnel and the SRO and coordinate the SRO's~~ Together, the

superintendent and chief will collaborate as necessary regarding the SRO's activities within the DISTRICT. ~~activities and events.~~

- B. DISTRICT personnel shall cooperate with the SRO to facilitate his/her performance of Services pursuant to this AGREEMENT. Each Building Principal ~~will designate a contact~~ will serve as the contact person for the school to facilitate communication with the SRO.
- C. DISTRICT shall provide appropriate office space with a desk and telephone for the SRO in order to create a professional and private working environment.

4. OPERATIONAL PROCEDURES

- A. Uniformed Officer: The SRO will perform his/her duties in full police uniform. This uniform will include safety equipment designated for use by sworn field personnel pursuant to Molalla Police Department policies and practice.
- B. Services – Timing: CITY shall, following the school calendar, provide the SRO to DISTRICT with that officer generally serving five (5) days a week and eight (8) hours each day. CITY shall use its best efforts to ensure that the same person provides Services except when he/she is on paid leave or otherwise absent for an extended period of time.
- C. Extra-curricular and special events outside the standard work schedule may be accommodated on a case-by-case basis through the use of adjusted shifts or trade time from non-student contact days, as mutually agreed upon between the CITY and the DISTRICT. If trade time is not available, the DISTRICT may contract for the extra duty to be paid on an overtime basis and as approved by the SRO's supervisor.
- D. Transporting Students- The SRO shall not transport students in the vehicles except:
 - 1) when the students are victims of a crime, under arrest, or some other emergency circumstances exist; or
 - 2) as part of the Department ride-a-long program.
- E. Arrest Procedures involving School Related Crimes-
 - 1) Juveniles under 12: Juveniles under the age of 12 generally will not be subject to transport, as they are not eligible for lodging at the Juvenile Reception Center (JRC). However, the SRO should consider consulting with JRC personnel to explore available resources and options.

2) Juveniles 12 years of age or older: When a SRO has reason to arrest or takes a person 12 years of age or older into custody, he/she should consider the following options:

- a) the SRO may choose the least restrictive course of action which is appropriate under the circumstances, which may include the release of the subject into the custody of a parent, guardian or custodian.
- b) the SRO may consult with the Juvenile Reception Center and arrange for transport and lodging if authorized.

3) Students 18 years of age or older are not eligible for services through JRC and will be treated as an adult during the arrest and custody procedures, as per Molalla Police Department Policy.

4) The SRO shall contact the student's parent or guardian as soon as practicable after the arrest and advise them of the reason(s) for the arrest.

5) Crimes involving students at off-campus locations directly related to school, such as bus stops and students walking to school, the SRO shall coordinated with school officials to determine the appropriate course of action.

5. METHOD OF COMPENSATION

- A. Personnel: CITY is required to maintain one (1) sworn peace officer to provide the Services required by this AGREEMENT.
- B. Funding of Personnel: CITY will provide the officer's base salary, equipment and benefits. DISTRICT will provide fifty-thousand dollars (\$50,000.00) toward the officer's base salary and benefits.
- C. District Payments: DISTRICT shall, each year of this agreement, pay the total owed (\$50,000.00) within thirty (30) days of receipt of an invoice.

6. SPECIAL PROVISIONS

- A. Selection of SRO(s): The Chief of Police will determine those individuals best suited for the assignment and advise the DISTRICT of the eligible candidate(s). The Chief of Police shall consider input from the DISTRICT representative(s) as to the selection of the SRO(s), but the final selection will be at the discretion of the Chief of Police.
- B. Grant Administrative Requirements: The CITY and DISTRICT will be responsible for their own respective grant monies received, if any, associated with this Agreement including all administrative duties and responsibilities. This includes receipt and disbursement of funds, financial reporting and grant management issues.

- C. Evaluation of SRO Program: The CITY will complete an evaluation of the SRO Program on an annual basis. DISTRICT input will be considered as part of this process from the designated DISTRICT liaison.

- D. In a timely manner, the DISTRICT will provide the Chief of Police, or their designee, with a copy of any Public Record created by the DISTRICT which involves, describes, or relates directly to any performance or productivity issues or concerns involving any CITY Police Department employee's work performed under this Agreement.

7. TERMINATIONS

DISTRICT or CITY may terminate this AGREEMENT without cause any time after the Effective Date, by giving a thirty (30) day written notice to the other party. In the event of termination, DISTRICT shall compensate CITY for Services performed to the date of termination. CITY shall continue to provide Services after notified to terminate and during the thirty (30) day notice period unless DISTRICT, in the notice, requests CITY not perform Services. The notice shall be deemed given when personally delivered to the DISTRICT or CITY representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified AGREEMENT.

8. INDEMNIFICATION AND INSURANCE

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

- B. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274..

9. ASSIGNMENT

This AGREEMENT may not be assigned or transferred by either Party without the express written consent of the other Party.

10. NOTICE/REPRESENTATIVES

The CITY and DISTRICT have designated the following representatives to receive Notices and act in their agency's behalf in the administration of the AGREEMENT:

CITY: City Manager, City Hall, 117 N Molalla Avenue
Molalla, Oregon, 97038

DISTRICT: Superintendent, Molalla River School District (MRSD), 412 S ~~Swiegle~~
Sweigle Molalla, Oregon, 97038

11. GENERAL PROVISIONS

- A. The DISTRICT and CITY are the only parties to this Agreement. Except as otherwise expressly stated in this Agreement, no third-party has any right to enforce any provision of this Agreement, even if the third-party is benefited by it
- B. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
- C. No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.
- D. In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.
- E. Each Party agrees to comply with all local, state and federal ordinances, statutes and laws related to the performance of services under this Agreement.

- F. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- G. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject.
- H. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument

IN WITNESS THEREOF, the Parties have caused this AGREEMENT to be executed:

Dan Huff
City Manager, City of Molalla

Date

Tony Mann
Superintendent, MRSD

Date

EXHIBIT A

SRO Duties, Work Rules & Expectations

General guidance and task supervision are the responsibility of the SRO and the Molalla Police Chief, who will work closely with and in cooperation with the DISTRICT.

1. As sworn Police officers, once SROs are involved in an official investigation of criminal activity, they have the following responsibilities.
 - a. Abide by all federal, state, and local laws and ordinances.
 - b. Report any conflict created by any laws, ordinances, rules, and policies and procedures to the Building Principal and Police Supervisor for resolution.
 - c. Perform a fittingly thorough investigation as indicated by the circumstances and document the interviews of all involved parties as necessary based upon the needs of the investigation.
 - d. Inform the SRO's Supervisor of the investigation.
 - e. Present the case to the District attorney and/or the Juvenile Department for review.
2. The duties and responsibilities of the SRO shall be as defined below and as further clarified by mutual agreement between the CITY and the DISTRICT. Such duties shall include, but not be limited to:
 - a. The SRO will wear the prescribed City uniform of the day with all normal accessories, and equipment including a firearm. The SRO's Supervisor may allow an exception to this rule at their discretion based on investigatory or policing needs.
 - b. SROs should drive a Molalla Police vehicle to their assigned school, subject to accommodation by the CITY.
 - c. Represent the positive image of area law enforcement in the DISTRICT.
 - d. Give classroom presentations on topics of mutual interest to the CITY and the DISTRICT. School officials, teachers, students, or community members may request presentations. The School Principal and the SRO's Supervisor must approve these presentations.
 - e. Provide information and informal counseling to students as requested by school officials subject to policies and regulations of the CITY.
 - f. Establish and maintain a sense of security and order on school campuses by providing a visible presence, deterrence, and responsiveness to criminal activity. The SRO shall not act in the capacity of a private security officer for the DISTRICT.
3. The Building Principal may request the following duties as appropriate, subject to SRO availability, CITY policy and procedure, and applicable laws and guidelines. In the event of a conflict, the SRO Supervisor shall be the determining agent for SRO activities:
 - a. Make appropriate contacts with parents and other community agencies as requested.
 - b. Assist with supervision of after-school activities as requested..
 - c. Conduct motorized patrol of school grounds and nearby streets, and/or direction of traffic at designated points.
 - d. Enforce criminal laws through investigation and arrests.

- e. Adhere to DISTRICT policy when appropriate, unless it is inconsistent with the proper and appropriate police action in a particular situation. Any conflicts must be reported to the SRO's Supervisor. The SRO's Supervisor will notify the DISTRICT.
4. Scheduling of workdays, vacation, and other time off during the school year will be arranged through the CITY in consultation with the DISTRICT.

City of Molalla

City Council Meeting



Agenda Category: Discussion

Subject: Requiring Engineered Rough Proportionality Analysis for Nollan-Dolan Challenges, Amending MMC 17-3.6.010.

Date of Meeting to be Presented: 3/3/21- PC Discussion; 4/7/21- PC Review & Recommendation; 5/12/21-CC Discussion; 5/26/21- CC Public Hearing, 1st reading, possible 2nd reading/adoption.

Fiscal Impact: Mitigation of engineering and legal fees associated with Rough Proportionality challenges and/or litigation.

Background: Rough proportionality is a concept that stems from a set of land use cases called Nollan-Dolan. It basically means that a public exaction on property must be 'roughly proportionate' to the property's impact and use of the exaction. With the amount of development happening in Molalla, and the generally unimproved nature of our infrastructure, developer required improvements and dedications are common for most applications. The City's land use attorney has advised that it would be wise to add some language to the development code to help mitigate some Nollan-Dolan related challenges through negotiation, and exposure of frivolity.

This proposal will place the financial burden of rough proportionality analysis on the entity wishing to challenge it and remove it from the taxpayers. This proposal will mitigate potential litigation and attorney fees by requiring a logical gateway that can eliminate frivolous suits, and/or provide a premise for negotiations.

Exhibits:

1. Proposed Amendment Language
2. Attorney Memorandum re: Rough Proportionality Ordinance

Proposed Amendment Language:

“E. Limitations on Public Improvement Requirement. If the applicant asserts that it cannot legally be required, as a condition of building permit or site plan approval, to provide easements, dedications, or improvements at the level otherwise required by this section, then:


1. The building permit, site plan review, or appeal application shall include a rough proportionality report, prepared by a qualified civil or traffic engineer, as appropriate, showing:
 - a. The estimated extent, on a quantitative basis, to which the improvements will be used by persons served by the building or development, whether the use is for safety or for convenience;
 - b. The estimated level, on a quantitative basis, of improvements needed to meet the estimated extent of use by persons served by the building or development;
 - c. The estimated impact, on a quantitative basis, of the building or development on the public infrastructure system of which the improvements will be a part;
 - d. The estimated level, on a quantitative basis, of improvements needed to mitigate the estimated impact on the public infrastructure system; and
2. The applicant shall, instead, be required to provide easements, dedications, and improvements that are roughly proportional to what is needed for the safety or convenience of persons served by the building or development, plus those additional easements, dedications, and improvements that are roughly proportional to what is needed to mitigate the impact of the building or development on the public infrastructure system of which the improvements will be a part, if the impacts are not fully mitigated by the easements, dedications, and improvements needed for the safety or convenience of persons served by the building or development. (Ord. 2021-06 §1)”

Memorandum from City Attorney's Office:



MEMORANDUM

TO: Mac Corthell, Molalla Planning Director

FROM: Spencer Parsons, City Attorney's Office 

SUBJECT: Codification of a Rough Proportionality Analysis

DATE: March 31, 2021

Question Presented:

You have requested a brief memorandum addressing the City's authority to adopt a Development Code requirement requiring a land use applicant to provide the City with a rough proportionality analysis where the applicant is raising potential takings claims related to the proposal before the City.

Short Answer:

The City does indeed have authority to address such a requirement, and many of Molalla's sister jurisdictions have enshrined the requirement into their own development codes, both as a way to control land use application processing costs, and to dissuade applicants from asserting frivolous takings claims in an effort to shirk addressing the impacts of their own developments. Such a requirement has been recognized as a valid approach in Oregon.

Analysis:

As you know, conditions requiring dedications must be based on "Dolan findings" (referring to *Dolan v. City of Tigard*, 512 U.S. 374 (1994)). *Dolan* findings are required only where the local government has required a property owner to dedicate property in return for land use approval. Where the line is drawn between what amounts to a taking, and what is a legitimate approval condition requiring a dedication to address a particular impact remains tricky questions. Two U.S. Supreme Court cases provided the foundational direction on the constitutional limits on conditions of approval.

The first case is *Nollan v. California Coastal Comm'n*, 483 U.S. 825, in which the United States Supreme Court held that a condition of approval must substantially advance a legitimate public purpose and must have a "rational nexus" with the proposed development. The second case is *Dolan*, in which the U.S. Supreme Court held that a condition of approval requiring a dedication

must be supported by findings demonstrating that the dedication required was “roughly proportional” to the impact of the development that the condition is intended to address. Thus, based on *Nollan* and *Dolan*, a condition of approval must have: 1) an essential nexus to a legitimate governmental interest; and 2) must be roughly proportional to the impacts of the development being conditioned, based on an individualized determination.

Generally speaking, the burden of establishing rough proportionality of conditions is on the governmental body imposing condition, rather than on an applicant. Although no precise mathematical calculation is required, there must be considerable particularity in local government findings aimed at showing the relationship between developmental condition and impacts of development. The issue is “whether the evidence in the record would lead a reasonable person to conclude that there is a need for the condition to further a relevant planning purpose.” *Carter v. Umatilla County*, 29 Or LUBA 181 (1995) (upholding condition of approval requiring interior road system to serve proposed subdivision).

The nature and extent of evidence necessary to establish defensible *Dolan* findings depends, to some extent, on the exaction at issue. However, recent case law highlights the incredible difficulty a local government faces in drafting defensible *Dolan* findings, even when the exactions are closely related, in location and degree, to the proposed development. However, the Courts have recognized this difficulty, and have suggested that it can be overcome by requiring applicants to provide such analysis where rough proportionality becomes an issue.

In *Lincoln City Chamber of Commerce v. City of Lincoln City*, the petitioners argued that cities did not have the authority to impose a requirement that applicants raising *Dolan* issues be required to provide the City a rough proportionality analysis as part of the application. LUBA held that the requirement was a valid exercise of local discretion in land use administration.

In the present case, petitioners argue that . . . requiring an applicant to submit a rough proportionality report before challenging a proposed exaction before LUBA [is unconstitutional]. . . . [P]etitioners' argument under this assignment of error asks this Board to render an advisory opinion regarding the outcome of LUBA's review in specific as-applied challenges. We decline to do so.

Lincoln City, 36 Or LUBA at 413–14. Since that time, several jurisdictions have adopted such rough proportionality analysis requirements. I will provide you with references to development code provisions of other jurisdictions that have codified rough proportionality analysis requirements for your reference.

Please do not hesitate to contact me if you have any additional questions.

City of Molalla

City Council Meeting



Agenda Category:

Subject: Civil Liberty Resolution

Recommendation: Policy Decision - Direction

Date of Meeting to be Presented: May 12, 2021

Fiscal Impact: N/A

Background:

As part of the April 28, 2021 regular Council meeting, the City Council by consensus asked Staff to conduct research into the Baker City Resolution that addresses civil liberties for their community. Staff has included the following information with this memo:

- Baker City Resolution
- City of Canby proposed Resolution
- Oregon House Bill 2234
- Association of Oregon Counties Letter to the Governor
-

Note: Legal opinion has been provided to you previously and is not a public record to be included with this decision.

Council will need to make a policy decision regarding this matter and Staff can bring back a Resolution reflecting that decision.

SUBMITTED BY: Dan Huff, City Manager

APPROVED BY: Dan Huff, City Manager

Mayor Kerry McQuisten

March 23 ·

Tonight, Council passed the following resolution 5-2. Voting aye were myself, Dixon, Perry, Waggoner and Alderson. Opposed were Sells and Spriet. I want to thank all of the citizens who took the time to testify in person tonight, as well as call, or send emails. Your voices made a difference.

RESOLUTION No. 3881

RESOLUTION DECLARING AN ECONOMIC, MENTAL HEALTH, AND CRIMINAL ACTIVITY CRISIS DUE TO THE CURRENT COVID-RELATED STATE EMERGENCY DECLARATION AND RELATING OSHA MANDATES AND GUIDANCE

WHEREAS, the Oregon Governor's Executive Order 20-03: Declaration of Emergency due to COVID-19, and all subsequent and related OSHA guidance, and present and future executive order extensions of such are arbitrary, ineffective, and draconian; and

WHEREAS, we as a municipality have no legal ability to summarily flout these mandates, guidelines and enforcement by OSHA, and therefore cannot protect any local business from State-directed targeting, repercussions and penalties if such local business personally chooses to; and

WHEREAS, we also recognize that neither city, county nor state government has the legal right to flout the Oregon State Constitution or the United States Constitution; and

WHEREAS, we do believe our citizens are fully capable of making their private, individual healthcare and lifestyle decisions themselves; and

WHEREAS, we recognize that COVID-19 is indeed a contagious virus and contagious viruses do exist in the world; and

WHEREAS, science has shown over the last year that COVID-19 is overwhelmingly survivable and lockdowns do not stop its spread; and

WHEREAS, all models and projections used to justify initial state emergency mandates have been proven inaccurate over the past year; and

WHEREAS, our local hospital and health care system are not overwhelmed with COVID cases, and never have been; and

WHEREAS, Baker City is obligated to adopt regulations designed to promote the public safety and general welfare of its citizenry; and

WHEREAS, a majority of our local businesses directly attribute state lockdowns and OSHA guidelines as solely responsible for their inability to earn a living or pursue other rights as outlined in our State and U.S. Constitutions, and therefore we believe their property is being unconstitutionally seized by government without due compensation under the auspices of inappropriately weaponized State agencies; and

WHEREAS, too many businesses in Baker City are on the brink of permanent closure, creating a fiscal emergency and a devastated local economy; and

WHEREAS, too many businesses in Baker City have already closed their doors permanently as a result of the Governor's emergency declaration; and

WHEREAS, the Governor's lockdown and masking mandates are actively creating division and unrest with the increased potential of physical violence within our community as those of one opinion are encouraged by it to impose their opinions over the free will of those of another in a physical way, and we are obligated to address and prevent crime; and

WHEREAS, the limited number of beds in our local County Jail is resulting in an ongoing "cite and release" system that puts criminals straight back on the streets to further victimize our community immediately after arrest; and

WHEREAS, the Governor's mandates result in pitting local law enforcement against law-abiding citizens rather than criminals, which damages our community's strong relationship with our valued local law enforcement, and which is a dynamic no community should tolerate; and

WHEREAS, deliberate isolation of the ill in hospitals or the elderly left to die alone of that isolation is the cruelest of abuses and is not to be accepted in any civilized society; and

WHEREAS, it is a violation of the First Amendment of the United States Constitution for a government to limit how our churches and citizens choose to practice their religious freedoms, which are crucial to mental health; and

WHEREAS, social distancing and prolonged isolation are proven to create a number of mental health issues such as anxiety and depression, sometimes pushing individuals over the edge toward suicide as a last resort; and

WHEREAS, that same social distancing and prolonged isolation, combined with unemployment and other stressors, are increasing cases of domestic abuse and violence; and

WHEREAS, we believe in the kindness, compassion, and common sense of our citizens and businesses to help protect the most fragile and susceptible in our community; and

WHEREAS, fear is a tool of untruth, manipulation, and control - characteristics all of which do not reflect the values of our citizenry; and finally

WHEREAS we are mindful of the sentiments of our founding fathers such as Patrick Henry who said, "Give me liberty or give me death;" and Samuel Adams who said, "Our unalterable resolution should be to be free;" and Thomas Jefferson who said, "The spirit of resistance to government is so valuable on certain occasions, that I wish it to be always kept alive," and, "What country can preserve its liberties if its rulers are not warned from time to time that their people preserve the spirit of resistance?"; and finally, John Adams, "But a constitution of government once changed from freedom can never be restored. Liberty, once lost, is lost forever";

NOW, THEREFORE, BE IT RESOLVED that we declare an economic, mental health, and crime crisis due to the current COVID-related State Emergency Declaration and related OSHA mandates and guidances, as a means of loudly and symbolically supporting our citizenry; and

BE IT RESOLVED, the City will communicate in writing with the Governor's Office to encourage the full opening of our city and county, recategorization to low-population status, or suggesting other means necessary to give our citizens relief from these mandates; and

BE IT RESOLVED, the City will support upcoming legislation, dependent upon its straightforward and unharmed wording, which provides reparations to business owners who have had their businesses and income taken without compensation; and

BE IT RESOLVED, the City will support future statewide ballot initiatives that limit the duration and extent of Governor's emergency powers, which may create similar lockdown scenarios during future emergencies, natural disasters, and pandemics; and

BE IT RESOLVED, the City will share this resolution with other Oregon cities, counties, and media outlets in the hope those entities will also speak more loudly; and

BE IT RESOLVED the City recognizes the citizenry of Baker City are free, sovereign individuals within a Constitutional, Representative Republic, not subjects or slaves, and will be recognized as such as we firmly stand to represent them.

PASSED by the City Council of the City of Baker City, Oregon and signed by the Mayor of Baker City, Oregon, this 23rd day of March, 2021.

SIGNED: Kerry McQuisten
Mayor

RESOLUTION NO. 1347

A RESOLUTION IN FAVOR OF BUSINESSES AND CITIZEN CIVIL LIBERTIES AND AGAINST ANY MORE SHUTDOWNS OR UNNECESSARY RESTRICTIONS

WHEREAS, the people of the City of Canby have the rights and civil liberties afforded to them by the Oregon State Constitution and the United States Constitution, and;

WHEREAS, COVID emergency powers have been used by the State of Oregon to restrict and limit various rights and civil liberties of businesses and individuals over the last year and two months—far longer than the thirty (30) days envisioned in Section 10- A of Oregon’s Constitution, and;

WHEREAS, the people of the City of Canby have specifically endured these State-mandated restrictions and limitations against both local business and individual liberties for more than a year, and;

WHEREAS, some of the various state’s restrictions on rights and civil liberties during the COVID pandemic have been held by courts to be unconstitutionally overbroad, and;

WHEREAS, over the course of the past year and two months, the people and the business operators of the City of Canby have demonstrated the ability to learn and apply safety precautions and best practices regarding COVID-19, and;

WHEREAS, the application of certain State-mandated restrictions and limitations have disproportionately, negatively impacted many businesses and citizens more than others; and,

WHEREAS, the people of the City of Canby are constitutionally required to have their rights and liberties restored as quickly and equally as possible; and,

WHEREAS, several other states of greater population and denser population centers have restored more rights and liberties without an appreciable increase in COVID -related death or hospital overruns; and,

WHEREAS, the State-mandated limiting of certain rights and liberties has caused severe economic and other harms, including bankruptcies, exhaustion of financial resources, food and housing insecurities to businesses and individuals in the City of Canby; and,

WHEREAS, the state arbitrarily allows full close-quarters access to liquor stores and schools, but continues over-emphasis on restricting or closing restaurants, bars, and gyms without credible statistical evidence of disease spread or prevention over the last fourteen months, inflicts unwarranted systemic discrimination on those 20 plus Canby establishments, many of which employ or are owned or operated by women or persons of color and economic insecurity; and,

WHEREAS, it is also well documented that prolonged social isolation, particularly among children and the elderly, coupled with the stresses of economic hardship, have caused a significant rise in domestic violence, crimes of desperation, mental health impacts, and suicide risks, perpetuated upon the citizens of Canby by the State’s unreasonable and overreaching suspension of rights and liberties; and,

WHEREAS, any continued limitations will certainly cause even more harm to the people of the City of Canby;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Canby, as follows:

BE IT RESOLVED, the people of the City of Canby desire and deserve the rights, liberties, and respect afforded them by the Constitutions of the State of Oregon and the United States of America. The rights and liberties that have been temporarily removed need to be recognized and restored to the fullest extent immediately.

This resolution shall take effect May 5, 2021.

ADOPTED this 5th day of May 2021, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Melissa Bisset
City Recorder



April 27, 2021

Governor Kate Brown
Office of the Governor
900 Court Street, Suite 254
Salem, OR 97301-4047

Dear Governor Brown:

This message is a unique one as it represents the first time county governments have formally written to your office in partnership with Oregon's hospitality industry. We write to you to ask for reconsideration of our approach to virus mitigation measures at this stage in the crisis.

The virus continues to take a grave toll on our local economies with restaurants representing one of the key cornerstones fueling connectivity, hope, and mental health for our residents. These are the places we break bread, share inspiration, and encourage one another and the COVID crisis has stripped us of these life essentials.

The environment in each county throughout Oregon is uniquely its own. And the experts of these regions live and breathe their successes and failures. The job of a Governor in a crisis like this is an unenviable one. We fully accept and understand the importance of hospital capacity including an assessment of available personnel in order to adequately meet the demands of any health emergency.

We have reached the point where the vast majority of Oregon's population most prone to serious illness has been successfully protected from the virus. And we must all admit a documented case today does not carry with it the same weight as a documented case in the Fall when so many of our fellow Oregonians lacked access to vaccine. The variants are indeed troublesome, and we share your concern for their spread. But shutting down our restaurants and further depriving Oregonians of their right to make calculated community engagement risks when the virus continues to spread elsewhere will not result in success.

The time has come to allow our communities the opportunity to move forward while embracing continued health and safety precautions. Our people understand the risks associated with COVID and our businesses have proven their ability to adhere to the highest expectations in safety, sanitation, and air quality. It is no coincidence Oregon has not seen one instance of a super spreader event tied to our hospitality industry.

We ask for your support in putting all effort and momentum into vaccinations. We have the safety guidelines and expectations clearly outlined for all industry sectors and have reached a point where those safety measures, alongside our work to achieve vaccination goals, can carry us through the other side of this pandemic without breaking our statewide hospital capacity.

You must know restrictions on specific types of businesses compared to others within our local communities is creating rifts and dividing people rather than bringing Oregonians together. We can flip the script by removing state mandated business restrictions on our communities while empowering our county health departments to uphold high expectations for ongoing health and safety measures as recommended by the CDC.

We have reached our turning point and we thank you in advance for your consideration.

SIGNATURES APPEAR ON FOLLOWING PAGE

Patti Adair, Deschutes County Commissioner

Danielle Bethell, Marion County Commissioner

Mike Ainsworth, Polk County Commissioner

Chris Boice, Douglas County Commissioner

Mark Albertson, Lake County Commissioner

Jay Bozievich, Lane County Commissioner

Paul Anderes, Union County Commissioner

Jason Brandt, President & CEO,
Oregon Restaurant & Lodging Association

Courtney Bangs, Clatsop County Commissioner

Jerry Brummer, Crook County Commissioner

Brian Barney, Crook County Commissioner

Heather Buch, Lane County Commissioner

Mark Bennett, Baker County Commissioner

Kevin Cameron, Marion County Commissioner

Bob Benton, Hood River County Commissioner

Seth Crawford, Crook County Judge

Joe Berney, Lane County Commissioner

Melissa Cribbins, Coos County Commissioner

Lindsay Berschauer, Yamhill County Commissioner

Tony DeBone, Deschutes County Commissioner

Derrick DeGroot, Klamath County Commissioner

Wayne Fording, Jefferson County Commissioner

Jim Doherty, Morrow County Commissioner

Tim Freeman, Douglas County Commissioner

Dan Dorran, Umatilla County Commissioner

Casey Garrett, Columbia County Commissioner

Patty Dorroh, Harney County Commissioner

Jim Hamsher, Grant County Commissioner

Dave Dotterer, Jackson County Commissioner

Kathryn Harrington, Washington County Chair

Rick Dyer, Jackson County Commissioner

Scott Hege, Wasco County Commissioner

Nafisa Fai, Washington County Commissioner

Henry Heimuller, Columbia County Commissioner

Pat Farr, Lane County Commissioner

Donald Hodge, Malheur County Commissioner

Elizabeth Farrar Campbell, Gilliam County Judge

Mae Huston, Jefferson County Commissioner

Sonya Fischer, Clackamas County Commissioner

Ron Jacobs, Malheur County Commissioner

Dan Joyce, Malheur County Judge

Roger Nyquist, Linn County Commissioner

Steve Kramer, Wasco County Commissioner

Sam Palmer, Grant County Commissioner

Tom Kress, Douglas County Commissioner

Les Perkins, Hood River County Commissioner

Mark Kujala, Clatsop County Commissioner

Craig Pope, Polk County Commissioner

Melissa Lindsay, Morrow County Commissioner

Colleen Roberts, Jackson County Commissioner

Margaret Magruder, Columbia County Commissioner

Roy Rogers, Washington County Commissioner

Bob Main, Coos County Commissioner

Pete Runnels, Harney County Judge

Kelley Minty Morris, Klamath County Commissioner

Donald Russell, Morrow County Commissioner

Lyle Mordhorst, Polk County Commissioner

Paul Savas, Clackamas County Commissioner

George Murdock, Umatilla County Commissioner

Matt Scarfo, Union County Commissioner



Martha Schrader, Clackamas County Commissioner



Lianne Thompson, Clatsop County Commissioner



John Shafer, Umatilla County Commissioner



John Toyooka, Clatsop County Commissioner



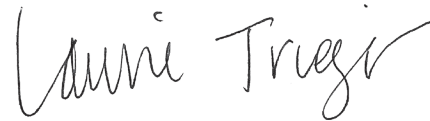
Pat Shannon, Gilliam County Commissioner



Pam Treece, Washington County Commissioner



Kristen Shelman, Harney County Commissioner



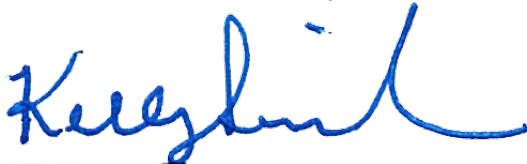
Laurie Trieger, Lane County Commissioner



Mark Shull, Clackamas County Commissioner



Will Tucker, Linn County Commissioner



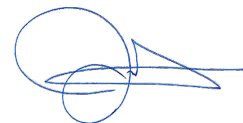
Kelly Simmelink, Jefferson County Commissioner



Pamela Wev, Clatsop County Commissioner



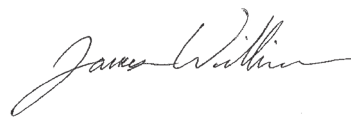
Tootie Smith, Clackamas County Chair



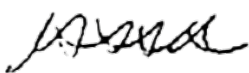
Jerry Willey, Washington County Commissioner



Sherrie Sprenger, Linn County Commissioner



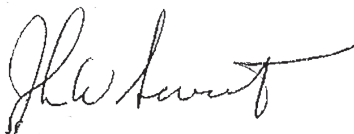
James Williams, Lake County Commissioner



Mary Starrett, Yamhill County Commissioner



Colm Willis, Marion County Commissioner



John Sweet, Coos County Commissioner



Open Government Impact Statement

81st Oregon Legislative Assembly
2021 Regular Session

Measure: HB 2243

Only impacts on Original or Engrossed
Versions are Considered Official

Prepared by: Cameron D. Miles
Date: 1/19/2021

SUMMARY

Requires that declarations and extensions of states of emergency under certain statutes be accompanied by written explanations.

Establishes durational limits for states of emergency declared under certain statutes. Provides that certain extensions of states of emergency may be made only if Governor first convenes Legislative Assembly.

Provides that emergency rules and orders expire upon termination of state of emergency.

Provides that, after termination of state of emergency, Governor may not declare another state of emergency for same purpose unless so authorized by Legislative Assembly.

Takes effect on 91st day following adjournment sine die.

NOTICE OF NO OPEN GOVERNMENT IMPACT