



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, April 11, 2023 at 6:00 PM

Typically there are no public comments at work sessions, but written comments are accepted by:

- *Email recorderteam@orcify.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

CONVENE WORK SESSION AND ROLL CALL

FUTURE AGENDA ITEMS

The Commission's adopted goals and available staff resources shall be considered when recommending future agenda items. The Commission may add an item to a future agenda with consensus of the Commission.

- [List of Future Work Session Agenda Items](#)

DISCUSSION ITEMS

- [1.](#) Memorandums of Understanding, Sport Field Fees, and Neighborhood Associations

CITY MANAGER'S REPORT

COMMISSION COMMITTEE REPORTS

A. Commissioner O'Donnell

- South Fork Water Board

B. Commissioner Smith

- Clackamas Heritage Partners
- Oregon City Tourism Stakeholder's Group
- South Fork Water Board

C. Commissioner Marl

- Citizen Involvement Committee Liaison
- Clackamas County Coordinating Committee (C4)

- Clackamas County I-205 Tolling Diversion Committee

D. Commissioner Mitchell

- Clackamas County Coordinating Committee (C4) – Metro Subcommittee
- Clackamas County I-205 Tolling Diversion Committee (alternate)
- Metro Policy Advisory Committee (MPAC) (alternate)

E. Mayor McGriff

- Clackamas Water Environment Services Policy Committee
- Clackamas Heritage Partners (alternate)
- Downtown Oregon City Association Board
- Metro Policy Advisory Committee (MPAC)
- Oregon City Tourism Stakeholder's Group
- South Fork Water Board
- Willamette Falls and Landings Heritage Area
- Willamette Falls Legacy Project Liaisons

ADJOURNMENT

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker table, and state your name and city of residence into the microphone. Each speaker is given three (3) minutes to speak. To assist in tracking your speaking time, refer to the timer on the table.

As a general practice, the City Commission does not engage in discussion with those making comments.

Electronic presentations are permitted but shall be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-657-0891.

Agenda Posted at City Hall, Pioneer Community Center, Library, City Website.

Video Streaming & Broadcasts: The meeting is streamed live on the Oregon City's website at www.orcity.org and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WFMC at 503-650-0275 for a programming schedule.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 04/11/2023

SUBJECT:

List of Future Work Session Agenda Items

BACKGROUND:

April 19, 2023

City Speed Limit Authority

May 9, 2023

Business License Fee Changes for Vendors

City Commission Goals for 2023-2025

Additional Upcoming Items (These items are in no particular order)

Beavercreek Road Concept Plan (Thimble Creek) Funding Discussion

Boards and Committee's Orientation Manual Review and Discussion

Canemah Area - Encroachments in the Right-of-Way Policy Discussion

City Seal Revision

Charter Park Discussion (Last five – Sportcraft Landing, McLoughlin Promenade, Ermatinger House, Dement Park/Property, and Clairmont Way)

Clackamas County Water Environmental Services (WES) Rate Differential

Climate Action Plan Presentation (City of Milwaukie)

Commission Policies and Rules of Procedure Review

Compatible Change Update

Construction Excise Tax

Ethics Training

Metro Food Waste Program Requirements - Annual Review

NEPA Process for Discussion for ODOT I-205 Project

Parking Rate Increase for Permitted Parking in Downtown Oregon City (Green, Purple, Orange, etc. Zones)

South Fork Water Board - Mountain Line Easements Vacation

Water System Risk and Resiliency Review

Willamette Falls Legacy Project Operations and Maintenance Discussion



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission **Agenda Date:** April 11, 2023
From: Parks and Recreation Director, Kendall Reid

SUBJECT:

Memorandums of Understanding, Sport Field Fees, and Neighborhood Associations

STAFF RECOMMENDATION:

The Oregon City Parks and Recreation staff recommend the City Commission continue to support the Parks & Recreation Department plans to use the Financial Support & Sustainability Strategy Model for operating, maintaining, and reinvesting in the future of the Parks and Recreation Department.

EXECUTIVE SUMMARY:

In October 2020, Oregon City Parks and Recreation Department invested in a department-wide cost recovery analysis and policy creation to help sustain and grow efforts to create play, protect habitat, and enhance recreation opportunity for the community.

The Cost Recovery analysis required a consultant to compile, analyze, and then guide the development of a strategy reflected in the adopted Financial Support and Sustainability Policy. The policy helps balance community benefit and cost. If a Parks and Recreation service or program is more individualized then the program is subsidized at a lower rate, while programs and services that have a higher community benefit receive higher subsidies. Changes to rates and subsidies began July 1, 2022.

BACKGROUND:

Sports Field Fee History and Field Maintenance

Oregon City Youth Sports & Oregon City Soccer Club

Staff have worked with Oregon City Youth Sports (OCYS), Oregon City Soccer Club, and Hillendale Pickleball Club to implement memorandums of understanding. These will work as the guiding principles of agreements moving forward for the use of Oregon City Parks property. MOU's have been successfully executed and implemented with both

OCYS and Oregon City Soccer Club. Agreeing upon field use and the implementation of fees associated with use of City fields. The agreed upon amount is \$5.00 year one, \$7.50 in year two and \$10 for year three. This tiered-fee structure is being utilized to lighten the burden placed on these groups moving forward. We recommend that the revenue being generated through sport field fees be dedicated funds to be used to address maintenance and capital projects.

Summary of Sport Field Fees

The earliest document that could be found was a memo from the Community Service Director back on December 20, 2000, to the Mayor and City Commission discussing sports field use and referencing the sport field fee of \$10/hour. There was also an additional fee schedule labeled "Park Fees 2012" that references the sport field fee of \$10/hour.

Current Fee Implementation

- When did we implement the sports field fee?
 - The Parks Department has never charged a fee to Oregon City Youth Sports (OCYS) or Oregon City Soccer Club for use of the fields.
 - As far back as all current staff can verify, the Parks Department has always charged \$10 per/hour per field for ball field rentals to adults, organizations, or youth sports outside Oregon City.
- How did we communicate the current sports field fee? When did OCYS agree to the tiered fee structure?
 - 4/14/2022 – Conversation with George Lee that implementation of fees would be coming.
 - 5/5/2022 – Meeting with OCYS to discuss fee implementation
 - 6/3/2022 – Discussion with OCYS about tiered-fee structure
 - 6/8/2022 – Agreed to tiered-fee structure over 3 years (year 1 = \$5.00/hour, year 2 = \$7.50/hour, year 3 = \$10.00/hour).
 - 9/2/2022 – Email sent to Oregon City Soccer Club with tiered fee schedule information
 - 9/8/2022 – Email sent to OCYS by Parks office with tiered fee schedule information
 - Had conversation to implement tiered fee schedule
- When were the User Agreements signed?
 - Oregon City Youth Sports
 - First User Agreement dated 10/01/2021, through 07/24/2022, signed by OCYS on 01/27/2022 and 02/11/2022.
 - Addendum 1: Signed 03/18 and 03/21/2022
 - Addendum 2: Signed 09/07 and 09/9/2022

- Oregon City Soccer Club
 - First User Agreement dated 08/22/2022, through 10/29/2022, signed by Oregon City Soccer Club on 09/12/2022.
- Currently working on revised agreement with OCYS and Oregon City Soccer Club for sports fields use in 2023.

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Sport Field Maintenance

Field Work and Groundwork Maintenance

- Mowing
 - Mow specific days/times for games/tournaments as requested by OCYS
 - Specific mowing requests for infield transition areas when requested by OCYS
- Tilling and adding amendments(sand) to fields
- Smoothing transition areas from infield to outfield from buildup of dragging fields
- Irrigation/dust control
 - Parks does not use dust control outside of sports season
 - Maintenance and repairs from broken irrigation heads from dragging fields
- Pest control (moles/voles)
- Weed Control
 - General weed control and weed whacking in and around fields, backstops, fencing, etc.
 - Move soccer goals to weed whack and mow

Services and Amenities

- Garbage (empty cans and pick stick litter)
 - Extra garbage receptacle checks during practices/games/tournaments
 - Remove litter around ballfields, bleachers, dugouts
 - Sunflower seed and bubble gum removal
- Restrooms
 - Extra restroom cleaning due to increased use and mud from cleats
- Backstop, fence, bleacher maintenance and repairs
 - Regular maintenance is minimal outside of sports season, other than possible vandalism
 - Repairs/maintenance of backstop and fencing during sports season
 - Pressure washing as needed before the start of the sports season
- Storage for sports equipment (areas entirely maintained by City)
 - Hillendale storage boxes in upper and lower fields
 - Wesley Lynn fenced area with shed (shed is owned by OCYS)
- Snack shack use (building maintenance, electricity, and water all paid by City)
 - Chapin snack shack and storage in mechanical room
 - Wesley Lynn snack shack

Other impacts and Parks Department staff time

- Revenue loss from blocking shelter rentals during games and tournaments
- Office staff time to coordinate/schedule to avoid conflicting events on fields and shelter/events
- Field calls and complaints about portable restrooms, parking issues, dust issues, noise
- Park Host spends extra time cleaning up and overseeing general park activities during sports season
- Mower damage from hitting baseballs
- Permitting assistance, park access and other support for OCYS projects and project assistance

Oregon City Youth Sports Ballfield Maintenance Responsibilities

- Dragging and chalking field
- Turface (Athletic Field Soil Conditioner) at Wesley Lynn
- Grant and install for Wesley Lynn Scoreboard
- Grant and install of artificial turf of Wesley Lynn ball field #2
- Base and pitching mound maintenance

Financial Tracking of Park Maintenance

In past years, Cost Recovery fees were not being charged to the Oregon City youth sports programs; therefore, time-tracking for field maintenance had not been broken out as individual costs from maintenance of the entire park. Beginning January of 2023, a new system has been implemented to capture staff time, labor, and expenses for each park with sports fields. This information will be available to provide a clear picture of staff time and costs after the 2023 sports season concludes. To provide an overview of costs as requested, estimates have been provided for tasks and time spent on maintenance of the sports fields, based on average wage/benefit of Parks Maintenance staff. Considerations for lost revenue of shelter reservations is also a factor that has not been calculated into the costs associated. (See Attachment)

Summary of Cost for Sports Fields
Financial Impact on Service Provided

Sports Field Reservations and Hours Used

Sports Organization	Dates	Total Reservations	Total Hours
Oregon City Youth Sports - Spring Ball	March - July	887	3,548
Oregon City Youth Sports - Fall Ball	August - October	156	338
OCYS Totals		1043	3,886
OC Soccer Club- Spring Ball	March - May	45	135
OC Soccer Club- Fall	August - October	348	1,236
Soccer Totals		393	1,371

* Spring Ball based on current 2023 requests

** Fall ball based on 2022 use (2023 requests not yet received)

The above reservations do not include variables such as tournaments or blocking out shelter during tournaments.

Sports Field Maintenance: Direct/Indirect Costs

Estimates from 2019 Cost Recovery data	
Estimated expenses to support maintenance of sports fields	
Building maintenance	\$512.00
Facilities maintenance	\$457.00
Grounds maintenance	\$400.00
Landscape maintenance	\$130.00
Vehicle maintenance	\$352.00
Operating & supplies	\$205.00
Gas/diesel/fuel	\$635.00
Safety equipment	\$235.00
Chemicals	\$226.00
Telephone	\$81.00
Computer/software/technology	\$208.00
Total Other Expenses	\$3,441.00

Sports Fields Maintenance: Staff Time/Cost

	Chapin	Hillendale	Rivercrest	Wesley Lynn		
Tasks	Hours	Hours	Hours	Hours	Total Hours per Task	Cost per Task
Mowing (5.5 hours weekly x 35 weeks)	192.5	192.5	70.0	192.5	647.5	\$32,375.00
Dust Control/Irrigation (mid season maintenance: Dust control adjustments, repair of broken heads, etc.)	56.0	56.0	56.0	56.0	224.0	\$11,200.00
Dust Control: Pre/post-season winterization, testing, etc. (3 days per park for pre/post-season work)	24.0	24.0	0.0	24.0	72.0	\$3,600.00
Weed Control (1 hour once a month x 5 months)	5.0	5.0	5.0	5.0	20.0	\$1,000.00
String Trimming by soccer goals and fence (30 mins per month)	4.0	0.0	0.0	4.0	8.0	\$400.00
Dugout Maintenance: Hard surfaces, leaf cleanup (per season)	30.0	14.0	10.0	24.0	78.0	\$3,900.00
Fence, backstop, dugout, snack shack repairs and other miscellaneous tasks not included in routine items listed above.	40.0	40.0	40.0	40.0	160.0	\$8,000.00
Total Hours per Park	351.5	331.5	181.0	345.5	* Cost based on average of \$50/hour benefit rate. ** Estimates do not include repair parts/materials, tools, vehicle, or equipment	
Cost per Park	\$17,575.0	\$16,575.0	\$9,050.0	\$17,275.0		
Total Cost of Field Maintenance based on Staff Time						\$60,475.00

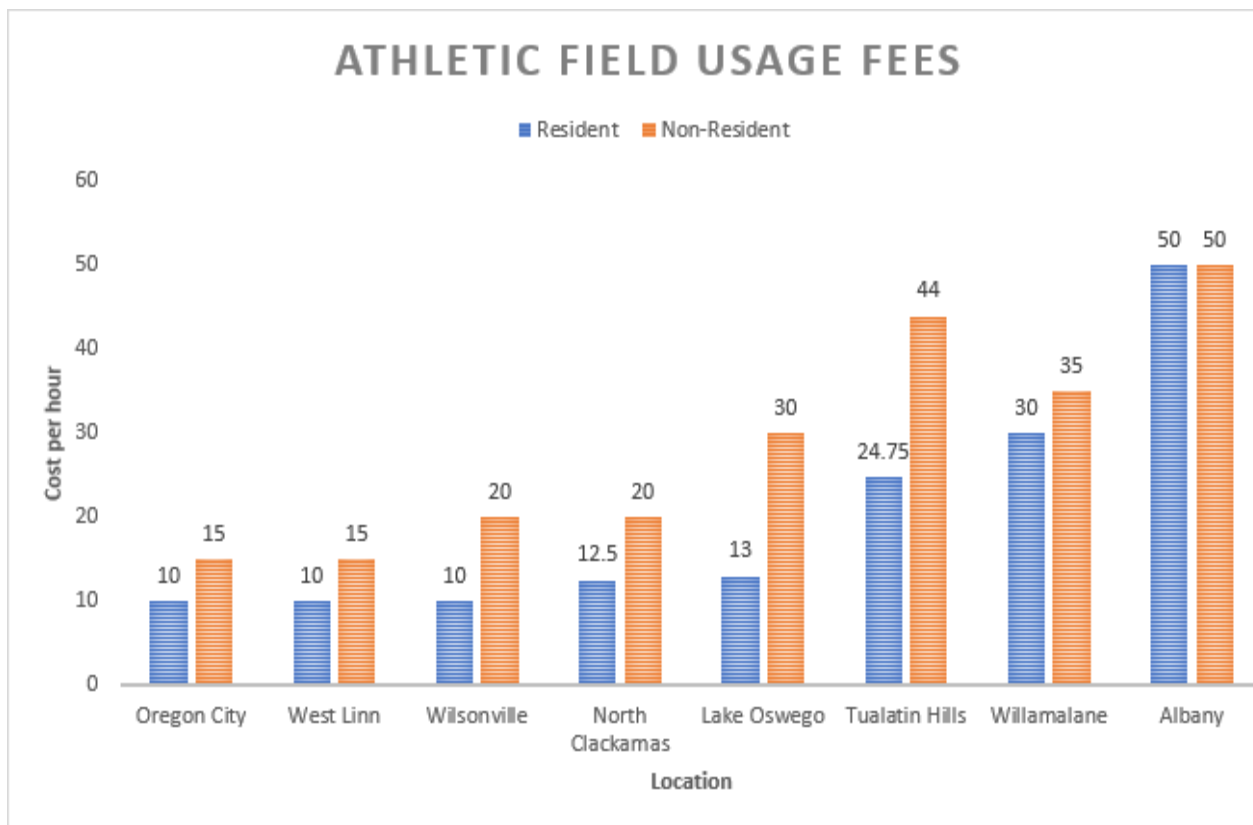
Sports Field Coordination: Office Staff Time/Cost

Coordination for all sport field use throughout the year

Estimated time spent per year		
Intake, review, and reserve fields in software	4 hours	\$200.00
Contract/addendum drafting and execution	6 hours	\$300.00
Misc communication, email, phone calls, etc.	8 hours	\$400.00
Estimated Office time per year		\$900.00

Summary of Use and Estimated Yearly Costs

Summary of Use (OCYS and Soccer)	
Total Reservations	1436
Total Hours	5257
Summary of Maintenance and Staff Time	
Costs (direct/indirect)	\$3,441.00
Maintenance Staff Time (647 hrs)	\$60,475.00
Office Staff Time (18 hrs)	\$900.00
Total Estimated Maintenance Costs	\$64,816.00



Location	Resident	Non-Resident	Additional fees
Oregon City	\$10.00	\$15.00	None
West Linn	\$10.00	\$15.00	Field prep \$50/hr Permit \$15/hr
Wilsonville	\$10.00	\$20.00	Processing fee \$45 Lights \$10/hr Deposits \$500 (refundable) 2 hr min
North Clackamas	\$12.50	\$20.00	Lights \$15/hr Field prep \$15 Fencing \$100 Pitching mound \$25 Cancellation \$500
Lake Oswego	\$13.00	\$30.00	Cleaning/disposal \$200 Light turn-off \$50 Field lining \$75 10% of income from admission events
Tualatin Hills	\$24.75	\$44.00	Up to \$67/hr non-resident Impact fee \$50-\$170 After-hour staffing \$40/hr Nonrefundable deposit \$200
Willamalane	\$30.00	\$35.00	Lights, bleachers, and fencing fees established at time of rental
Albany	\$50.00	\$50.00	Lights \$35 Pitching mound \$30 Damage deposit \$150 90-minute time slot

SF OPTIONS:

1. Support the Parks & Recreation Department charging fees for exclusive use our of our sport fields and the current tiered fee structure.
2. Recommend changes to the fee structure

Friends of the Ermatinger House Memorandum of Understanding

EXECUTIVE SUMMARY:

Oregon City Parks and Recreation presented to the City Commission on 3/1/23 on the Friends of the Ermatinger House MOU. During that meeting, there were statements and questions related to finance, the Deed from Ruth McBride Powers, and suggestions of changes to be made on the proposed MOU. Below we are recapping the history of the re-opening of the Francis Ermatinger House, an outline of our finances, and a timeline in which we have been in discussions of the MOU which identifies why it has taken the amount of time it has. This report also has attachments of the communication timeline between City Staff and the Friends of the Ermatinger House, all the MOUs since re-opening in 2018, and all the information on Ruth McBride Powers and the Deed to the Ermatinger House.

BACKGROUND:

The Francis Ermatinger House reopened on July 7, 2018. A temporary .5FTE was designated as an employee for the Ermatinger House and was hired for prior to opening. This position is now a permanent position. The City also allocated funds for the Building Maintenance and Utilities for the Ermatinger House and expanded the role responsibilities of the Aquatic and Recreation Manager.

Below is information on the budget related to the Ermatinger House as well as the Memorandum of Understanding with the Friends of the Ermatinger House.

Ermatinger Budget Codes and Information:

Expenditures

- **Building Maintenance Funding | 100-318-6122:** There is \$32,000 budgeted each year for building maintenance for the Ermatinger House. This year, we are spending that towards to Ermatinger House porch repairs, windowsill repairs, cleaning of the outside and windows, adding a fridge into the kitchen area, floorboard repairs, etc.
- **Natural Gas/Electric | 100-318-6144:** This is for main utilities, and has \$1400 budgeted, but it is overspent as utilities have been more than budgeted. This is only for the Ermatinger House.
- **Recreation Events | 100-318-6634:** This is a shared line item for several events, and \$1250 within this line item has been dedicated for Ermatinger Events by the Aquatic and Recreation Manager.
- **Main Staff | 100-312-5120:** Currently the Ermatinger House is managed by the Aquatic and Recreation Manager, which is a position that is only allocated to the Aquatic Budget, though spend a significant amount of time towards Ermatinger

House programs and events. Total cost of this position towards this site is: \$12,723.00

- **Part-Time Staff | 100-318-5130:** There is a .5 FTE for the Ermatinger House which was a Recreation Programmer and that positions costs \$35,951.21.

Revenue

- **Ermatinger Donation | 100-319-4746:** Prior to opening in 2018, there was \$3685, and currently we have \$7060.95 as of 3/7/23. The City has maintained separate accounts for Ermatinger donations receipts and uses since 2001. From 2001-2016, this was maintained in a separate fund. From 2016 through today, dedicated Ermatinger activity is accounted for in the Dedicated Parks Donations Department in the General Fund. The balance of these funds is accounted for separately year over year and not comingled with other General Fund revenue. We track dedicated funds for the Cemetery, Pool, Pioneer Center, Meals on Wheels, Veterans Memorial, City Parks, and RV Dump donations. Included with this staff report is a line-item accounting of the dedicated Ermatinger funds for the last 22.5 years.
- **Admissions | 100-318-4482:** When someone comes in for a tour, this is the account that the revenue goes into.

Friends of the Ermatinger House (FEH) MOU

Conversations for an MOU started in 2018, but the first one went into effect on February 1, 2019. The first MOU was officially signed on February 1, 2019, and consisted of the following sections in each MOU:

- Involved Parties, Titles, Definitions
- Purpose, Values, Acknowledgement
- Mission, Vision, and Values
- Scope of Work for FEH vs. City
- Guidelines for the Relationship and Communication
- Friends Group Guidelines/Requirements
- Public Relations
- Recognition
- Roles of the Parks Department
- Annual Reports/Summary
- Annual Strategic Plan
- Partnership Duration, Violations, and Dissolution
- Other Considerations

Below are highlights of the changes of the MOU throughout the years. We have also provided each MOU in your packet.

MOU from 2/1/2019-12/31/2019

- This was the first MOU that was implemented after the re-opening of the Ermatinger House.

MOU from 1/1/2020-12/31/2020

- Formatting changes made.
- No other changes made to any of the sections.

MOU from 1/1/2021-12/31/2021

- Added a new section to the MOU Guidelines for Fundraising, Events, and/or Programs
 - This included how proceeds were split during events and programs that took place in the Ermatinger House both working together, and individually.
- Mid-year a key check-out/check-in process was defined after the 2021 MOU was signed and this section was added into the 2022 proposal.

Current, Draft MOU:

City Changes:

- We changed the event guideline section and added that we wanted to do a 70/30 split (70% to the FEH and 30% to the City to go into the donation account) when the FEH do an event on their own.
- We defined where the revenue from events will go into, which is the 100-319-4746 earmarked, dedicated donation account named 'Ermatinger Donations'.
- Title Abbreviation for the Francis Ermatinger House was changed as well as the abbreviation for City of Oregon City Parks and Recreation Department.
- Shortened the purpose section, and expanded the acknowledgement and introduction section, which combined language on the history and relationships into this section.
- Since Friends Groups are considered support agencies, we focused on a singular Mission, Vision, and Values for support towards those.
- Changed the Ermatinger Trustee Account definition to be titled Ermatinger Donation.
- Added Roles and Responsibilities for Oregon City Parks and Recreation

With Collaboration, Change Requests from FEH:

- Added a definition for Partnership, House Policy and Procedure Manual, and Revenue and Fundraising Plan.
- Changed the term 'Scope of Work' to 'Roles and Responsibilities' throughout the MOU.

FEH OPTIONS:

3. Provide support for the proposed MOU with the Friends of the Ermatinger House
4. Provide recommendations for final changes within the MOU with the Friends of the Ermatinger House

Neighborhood Associations

There is no formal policy associated with Neighborhood Associations. The City has agreements with each of the Neighborhood Associations that mention we will support them administratively and financially. The City Manager also has the authority to authorize free use of facilities and parks by the Neighborhood Associations.

We currently have the Library available to host meetings free of charge and are working on renovating the Community Development community room as another option for meetings. The Oregon City School District is also providing space for Neighborhood Association meetings.

We recommend creating a formal policy for Neighborhood Associations and allowing the use of postcard and communication funds in the CIC budget to pay for fees associated with Neighborhood Associations.

NA OPTIONS:

1. Create a formal policy for Neighborhood Associations and allow the use of postcard and communication funds in the CIC budget to pay for fees.
2. Provide recommendations on changes to the policy for Neighborhood Associations

Memorandums of Understanding, Sport Field Fees, and Neighborhood Associations

Kendall Reid, Parks & Recreation Director

Objectives

Memorandums of Understanding

- Oregon City Youth Sports
- Oregon City Soccer
- Friends of the Ermatinger House

Sport Fields

- History of Fees
- Maintenance Cost
- Fee Comparison

Neighborhood Associations

- Policy
- Fee Waiver
- Funding



Memorandums of Understanding

Oregon City Youth Sports & Oregon City Soccer Club

- The Parks Department has worked with Oregon City Youth Sports (OCYS) and Oregon City Soccer Club to implement memorandums of understanding. These MOU's will work as the guiding principles of agreement moving forward for the use of Oregon City Parks property. MOU's have been successfully executed and implemented with both OCYS and Oregon City Soccer Club. Agreed upon field use and the implementation of fees associated with use of City fields. The agreed upon amount is \$5.00 year one, \$7.50 in year two, and \$10 for year three. This tiered-fee structure is being utilized to lighten the burden placed on these groups moving forward.



Sport Field Fees

History of Sport Field Fees

- The earliest document that could be found was a memo from the Community Service Director back on December 20, 2000, to the Mayor and City Commission discussing sports field use and referencing the sport field fee of \$10 per hour. There was also an additional fee schedule labeled “Park Fees 2012” that references the sport field fee of \$10/hour.
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- The Parks Department has always charged \$10 per/hour per field for ball field rentals to adults, organizations, or youth sports outside Oregon City.



History of Sport Field Fees

Sport Field Maintenance

Parks Maintenance Responsibilities

- Mowing
- Tilling
- Irrigation/Dust Control
- Pest Control
- Weed Control
- Garbage
- Restroom Cleaning
- Backstop, fence, bleacher maintenance
- Storage for Sports Equipment
- Building maintenance for snack shack
- Smoothing transition areas from infield to outfield

Oregon City Youth Sports Responsibilities

- Dragging and Chalking field
- Turface at Wesley Lynn
- Base and pitching mound maintenance



Estimates from 2019 Cost Recovery data	
Estimated expenses to support maintenance of sports fields	
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Sports Field Coordination: Office Staff Time/Cost

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Cost per Park	\$17,575.0	\$16,575.0	\$9,050.0	\$17,275.0	** Estimates do not include repair parts/materials, tools, vehicle, or equipment	
Total Cost of Field Maintenance based on Staff Time						\$60,475.00



Sports Field Maintenance: Staff Time/Cost

Summary of Use (OCYS and Soccer)	
Total Reservations	1436
Total Hours	5257
Summary of Maintenance and Staff Time	
Costs (direct/indirect)	\$3,441.00
Maintenance Staff Time (647 hrs)	\$60,475.00
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Total Estimated Maintenance Costs	\$64,816.00



Summary of Estimated Yearly Expenses and Youth Sports Usage

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* Spring Ball based on current 2023 requests

** Fall ball based on 2022 use (2023 requests not yet received)

The above reservations do not include variables such as tournaments or blocking out shelter during tournaments.

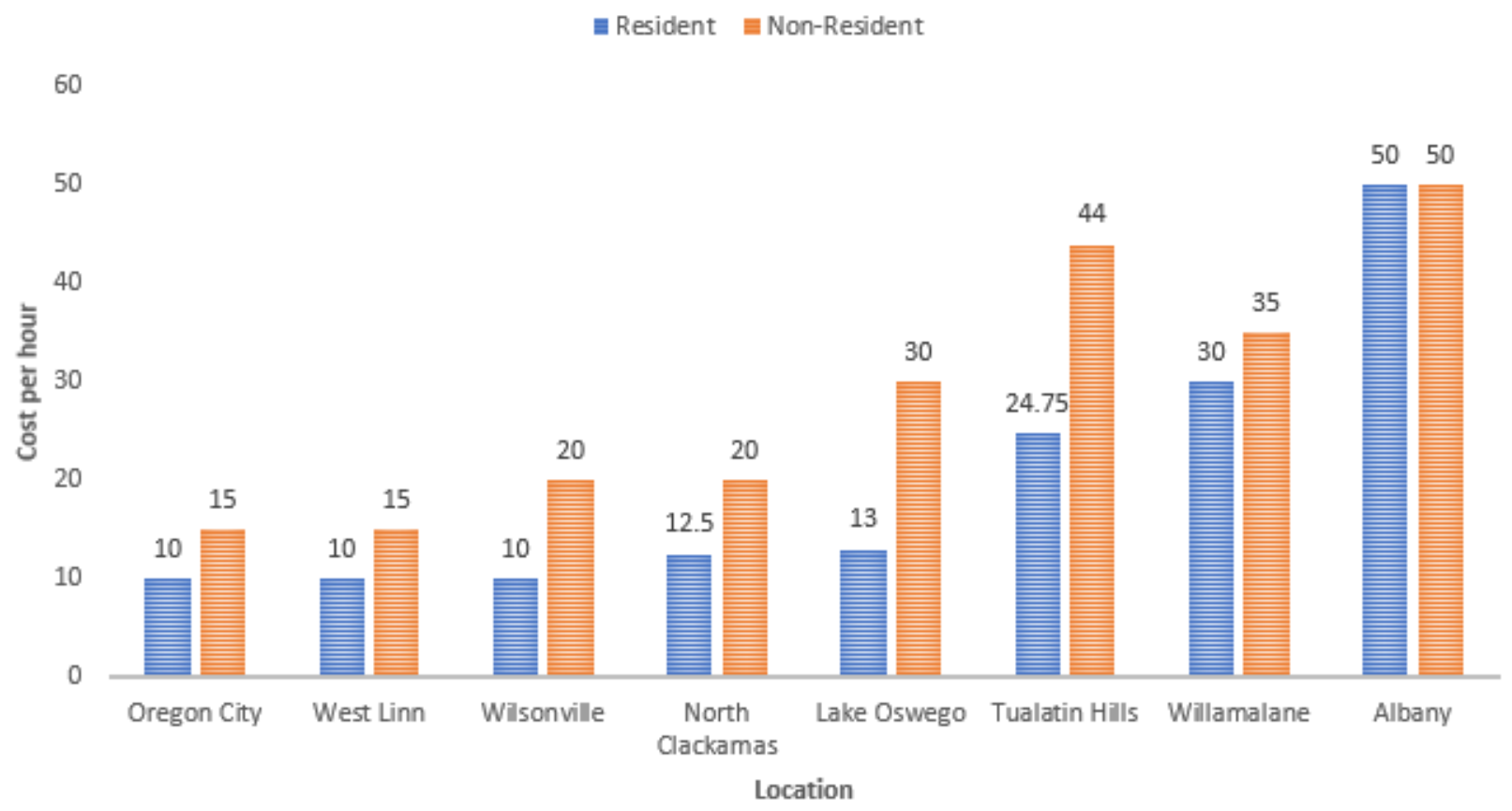


Sports Field Reservations

Sport Field Fee Comparison

ATHLETIC FIELD USAGE FEES

Item 1.



Sport Field Fee Comparison

Location	Resident	Non-Resident	Additional fees	Item 1.
Oregon City	\$10.00	\$15.00	None	
West Linn	\$10.00	\$15.00	Field prep \$50/hr Permit \$15/hr	
Wilsonville	\$10.00	\$20.00	Processing fee \$45 Lights \$10/hr Deposits \$500 (refundable) 2 hr min	
North Clackamas	\$12.50	\$20.00	Lights \$15/hr Field prep \$15 Fencing \$100 Pitching mound \$25 Cancellation \$500	
Lake Oswego	\$13.00	\$30.00	Cleaning/disposal \$200 Light turn-off \$50 Field lining \$75 10% of income from admission events	
Tualatin Hills	\$24.75	\$44.00	Up to \$67/hr non-resident Impact fee \$50-\$170 After-hour staffing \$40/hr Nonrefundable deposit \$200	
Willamalane	\$30.00	\$35.00	Lights, bleachers, and fencing fees established at time of rental	
Albany	\$50.00	\$50.00	Lights \$35 Pitching mound \$30 Damage deposit \$150 90-minute time slot	

Questions



Do you support the Parks & Recreation Department charging fees for exclusive use of our sport fields?



Do you support the current tiered fee structure?



What type of fee structure would you support?



Memorandums of Understanding

Friends of the Ermatinger House

- The goal of both the Friends of the Ermatinger House and the City is to work together on providing events and fundraising opportunities.
- A Memorandum of Understanding has been in place since 2018 and much of the same information stands in the MOU. The first MOU was officially signed on February 1, 2019
- The purpose of this presentation is to address questions related to the finances, highlight the changes made to the Memorandums of Understanding since reopening in 2018, and discuss the Deed from Ruth McBride Powers.



Memorandums of Understanding



Expenditures & Budget Codes

- **Building Maintenance Funding | 100-318-6122:** There is \$32,000 budgeted each year for building maintenance for the Ermatinger House. This year, we are spending that towards to Ermatinger House porch repairs, windowsill repairs, cleaning of the outside and windows, adding a fridge into the kitchen area, floorboard repairs, etc.
- **Natural Gas/Electric | 100-318-6144:** This is for main utilities, and has \$1400 budgeted, but it is overspent as utilities have been more than budgeted. This is only for the Ermatinger House.
- **Recreation Events | 100-318-6634:** This is a shared line item for several events, and \$1250 within this line item has been dedicated for Ermatinger Events by the Aquatic and Recreation Manager.
- **Main Staff | 100-312-5120:** Currently the Ermatinger House is managed by the Aquatic and Recreation Manager, which is a position that is only allocated to the Aquatic Budget, though spend a significant amount of time towards Ermatinger House programs and events. Total cost of this position towards this site is: \$12,723.00
- **Part-Time Staff | 100-318-5130:** There is a .5 FTE for the Ermatinger House which was a Recreation Programmer and that positions costs \$35,951.21.

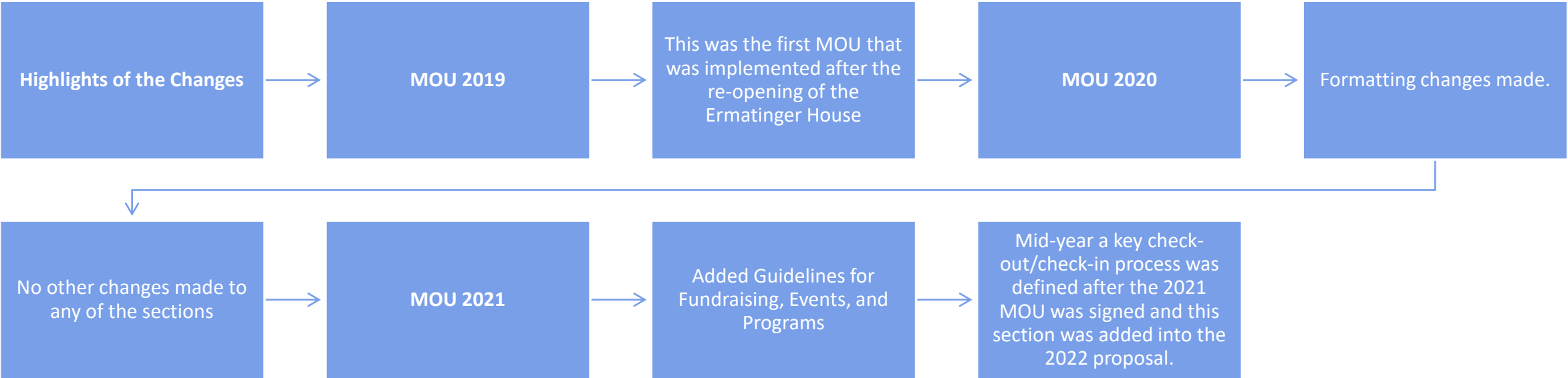
Ermatinger House

Revenue

- **Ermatinger Donation | 100-319-4746:** Prior to opening in 2018, there was \$3685, and currently we have \$7060.95 as of 3/7/23. The City has maintained separate accounts for Ermatinger donations receipts and uses since 2001. From 2001-2016, this was maintained in a separate fund. From 2016 through today, dedicated Ermatinger activity is accounted for in the Dedicated Parks Donations Department in the General Fund. The balance of these funds is accounted for separately year over year and not comingled with other General Fund revenue.
- **Admissions | 100-318-4482:** When someone comes in for a tour, this is the account that the revenue goes into.



Memorandum of Understanding Changes



Memorandum of Understanding Changes

Highlights of the Changes

Current Changes

- Changed the event guideline section and added that we wanted to do a 70/30 split (70% to the FEH and 30% to the City to go into the donation account) when the FEH do an event on their own.
- Defined where the revenue from events will go into, which is the 100-319-4746 earmarked, dedicated donation account named 'Ermatinger Donations'.
- Shortened the purpose section and expanded the acknowledgement/introduction section
- Removed title abbreviations for the Francis Ermatinger House and the City of Oregon City Parks and Recreation Department
- Changed the Ermatinger Trustee Account to Ermatinger Donation
- Added roles and responsibilities
- Added a definition for Partnership, House Policy and Procedure Manual, and Revenue and Fundraising Plan.
- Changed the term 'Scope of Work' to 'Roles and Responsibilities' throughout the MOU.



Memorandums of Understanding

FEH OPTIONS:

1. Provide support for the proposed Memorandum of Understanding with the Friends of the Ermatinger House
2. Provide recommendations for final changes within the Memorandum of Understanding with the Friends of the Ermatinger House



Memorandums of Understanding

Parks Foundation

- On March 31, 2021, the president of the Parks Foundation shared concerns about the maintenance of the pollinator garden at the VFW. He shared that many of the pollinators that were planted by the Parks Foundation had been destroyed. We discussed issues with communication and a lack of clarity around roles and responsibilities.
- The Parks Department decided to replace all the pollinators and started the discussion around creating an MOU to clarify roles and responsibilities. No agreement has been reached with the Parks Foundation and negotiations have been ongoing.



Memorandums of Understanding

Hillendale Pickleball Club

- The Parks Department has attempted to negotiate an MOU with the Hillendale Pickleball Club for the use of the sports courts, but no agreement could be agreed upon. At the last meeting and discussion, there was nothing signed nor were they willing to sign the City's agreement. Therefore, it was requested that they remove their items from City property. Negotiations have continued with no resolution at this time



Neighborhood Associations

- There is no formal policy associated with Neighborhood Associations.
- The Library and Oregon City School District are currently hosting Neighborhood Association meetings. The Community Development Community Room is currently being renovated as another option for meetings.
- We recommend creating a formal policy for Neighborhood Associations and allowing the use of postcard and communication funds in the CIC budget to pay for fees associated with Neighborhood Associations.



Neighborhood Associations

NA OPTIONS:

1. Create a formal policy for Neighborhood Associations and allow the use of postcard and communication funds in the CIC budget to pay for fees.
2. Provide recommendations on changes to the policy for Neighborhood Associations



Oregon City Parks and Recreation 2022 Master Fee Schedule, Effective July 1, 2022									
Aquatics and Recreation			Parks - Shelters and Special Events				Pioneer Center		
Drop-in Pricing			Park Shelter Reservations		1-35 Attendees	1-50 Attendees	50-100 Attendees	Facility Rentals	
Youth/Seniors	\$4 R	\$6 NR	Atkinson Park		NA	\$67 R \$87 NR	\$87 R \$107 NR	Ballroom Serving Area	\$135 R \$155 NR
Adult	\$5 R	\$7 NR	Canemah Children's Park		NA	\$67 R \$87 NR	\$87 R \$107 NR	Basement/Classroom Rental	\$30 R \$50 NR
Family Swim	\$9 R	\$11 NR	Clackamette Park General Shelter		NA	\$67 R \$87 NR	\$87 R \$107 NR	Basement Rental-After Hours	\$30 R \$50 NR
Water Exercise Drop in pricing			Clackamette Park Horseshoe Shelter		NA	\$67 R \$87 NR	\$87 R \$107 NR	Ermatinger House	
Youth/Seniors	\$6 R	\$7 NR	End of the Oregon Trail		NA	\$67 R \$87 NR	\$87 R \$107 NR	Drop-in Pricing	
Adult	\$7 R	\$8 NR	Hazel Grove Park (35 people max)		\$67 R \$87 NR	NA	NA	Youth/Seniors	\$4 \$5 NR
Punch Cards			Hillendale Park		NA	\$67 R \$87 NR	\$87 R \$107 NR	Adults	\$6 R \$7 NR
Youth/Seniors - 10 punch	\$40 R	\$60 NR	Jon Storm Park		NA	\$67 R \$87 NR	\$87 R \$107 NR	Family	\$9 R \$11 NR
Adult - 10 punch	\$50 R	\$70 NR	Rivercrest Park		NA	\$67 R \$87 NR	\$87 R \$107 NR	Field Trips	\$3-\$10 per person
Memberships			Rivercrest Spray Park (35 people max)		\$67 R \$87 NR	NA	NA	Hourly Facility Rentals	\$40 R \$60 NR
Youth/Seniors - Quarterly	\$55 R	\$90 NR	Tyrone S. Woods Memorial Park		NA	\$87 R \$107 NR	\$107 R \$127 NR	Hourly Attic Rental	\$10 R \$15 NR
Adult - Quarterly	\$75 R	\$115 NR	Wesley Lynn Park		NA	\$87 R \$107 NR	\$107 R \$127 NR	Park	
Youth/Seniors - Annual	\$130 R	\$195 NR	Special Events in the Parks - Clackamette and End of the Oregon Trail (EOT)				Clackamette RV Park Fees	Riverfront	Non-Riverfront
Adult - Annual	\$160 R	\$240 NR	Special Event Application Fee:	\$50	Due at time of Application Submission		Daily Fees	\$40 R \$60 NR	\$30 R \$50 NR
Family Memberships			Resident Rate			EOT / Clackamette	EOT Only	Sports Field Use/Rentals	
Family - Quarterly	\$150 R	\$185 NR				No Alcohol	Event with Alcohol	Hourly Field Rentals	\$10 R \$15 NR
Family - Annual	\$300 R	\$400 NR	0-100 people (No portable restroom or drop box required)			\$750	\$800	Implement User agreements for anything outside hourly use	
Swim Lessons			101-200 people (1 ADA restroom and 1 drop box)			\$1,179	\$1,249	The Oregon City Parks and Recreation Department has invested in a department-wide cost recovery analysis and policy creation to help sustain and grow efforts to create play, protect habitat, and enhance recreation opportunity for the Community.	
Group Lessons (9, 27 min classes)	\$50 R	\$70 NR	201-500 people (1 ADA and 1 standard restroom - 1 drop box)			\$1,515	\$1,605		
Private Lessons	\$30.00		501-1,000 people (1 ADA and 2 standard restroom - 1 drop box)			\$1,835	\$1,965		
Semi-Private Lesson	\$43.00		More than 1,000 (1 ADA and 3 std RR min - 1 drop box min)			\$2,480	\$2,715	The Cost Recovery analysis required a consultant to compile, analyze, and then guide the development of a strategy reflected in the adopted Financial Support and Sustainability Policy. If a parks and recreation service or program is more individualized then the program is subsidized at a lower rate, while programs and services that have a higher community benefit receive higher subsidies.	
Pool Facility Rentals			Non-Resident Rate			EOT / Clackamette	EOT Only		
Hourly Pool Rental	\$86 R	\$106 NR				No Alcohol	Event with Alcohol		
Hourly Community Room Rental	\$40 R	\$60 NR	0-100 people (No portable restroom or drop box required)			\$800	\$860	Changes to rates and subsidies begin July 1, 2022. Notice of Rate Increases: Updated fees will be enacted on July 1st, 2022. For an example of fee increases and the Swimming Pool's new membership structures, please see the fee schedule, continuum, etc. below.	
Hourly Patio Rental	\$40 R	\$60 NR	101-200 people (1 ADA restroom and 1 drop box)			\$1,229	\$1,309		
Summer Camps*			201-500 people (1 ADA and 1 standard restroom - 1 drop box)			\$1,565	\$1,665		
Pre-K Camp	\$60 R	\$80 NR	501-1,000 people (1 ADA and 2 standard restroom - 1 drop box)			\$1,885	\$2,025	Ongoing Efforts to Maintain Equitable Programs: These changes allow parks and recreation to maintain financial stability as well as provide more equitable events and services to the community. The changes include providing more scholarships, allowing payment plans, and more.	
Rivercrest Camp	\$190 R	\$210 NR	More than 1,000 (1 ADA and 3 standard RR min - 1 drop box min)			\$2,530	\$2,775		
Aqua Camp	\$92 R	\$112 NR	1) Fees above include portable restrooms and drop box/garbage service						
Red Cross Certification Classes			2) Fees above include fully refundable \$500 cleaning/damage deposit if no staff time is required following event						
Lifeguard Classes	\$200 R	\$220 NR	3) For events requiring additional staff services (i.e. barricades, locating, etc), additional charges to apply						
Lifeguard Review	\$150 R	\$170 NR	4) Review of other park locations may be considered for events if Clackamette or EOT are not available or other circumstances warrant alternate park locations						
CPR/First Aid Classes	\$70 R	\$90 NR							



Master Fee Schedule

Questions?

Thank you for your time.

Memorandum of Understanding

For the Partnership between the Friends of the Ermatinger House and the City of Oregon City Parks & Recreation

2021

Involved Parties

Friends of the Ermatinger House

The City of Oregon City Parks and Recreation Department

Titles

Friends of the Ermatinger House (“Friends Group” or “FEH”)

Francis Ermatinger House (“House”) or (“City Facility”)

City of Oregon City (“City”)

City of Oregon City Parks and Recreation Department (“Parks Department”)

Definitions

Friends Annual Strategy: General plan submitted in writing outlining goals and plans for the upcoming calendar year.

Event Outline: Written plan summary for individual events/fundraisers.

Annual Summary Report: A joint meeting or written report that details the standing of work, projects, and goals from the previous year and includes any evaluations of the partnership or accomplishments.

Interpretive Plan: Written document completed by the Department of Parks and Recreation with input from FEH and experts that outlines the goals and approaches of the interpretive program at the Ermatinger House.

Marketing Plan: Written document completed by the Department of Parks and Recreation that outlines details of the branding for the Ermatinger House such as brand colors and a logo along with marketing strategies.

Purpose

The purpose of this document is to outline the relationship between the City of Oregon City Parks and Recreation Department and the Friends of the Ermatinger House, as well as their individual roles within operations of the Francis Ermatinger House.

Values

- Acknowledge, respect, and empathize with the FEH’s deep-rooted connection and commitment to the Ermatinger House
- Work together to heal the past and create a successful future
- Building trust through open and honest communication and transparency
- Remove barriers and provide resources to help the FEH accomplish their goals
- Create an inclusive, respectful, and positive environment

Acknowledgement

The City of Oregon City Parks and Recreation Department recognizes and appreciates that the Friends of the Ermatinger House is volunteering its time and efforts to benefit the community and the Ermatinger House. The City also recognizes and appreciates the deep ties many of the Friends Group members have to the House, their past efforts, and their passion.

The Friends Group appreciates and respects the professional experience and judgment of the City of Oregon City Staff. The Friends Group also recognizes that while Staff welcomes the support and recommendations from Friends Group members, all final decisions regarding operations, management, capital projects, maintenance, selecting City volunteers, interpretation and programming ultimately lie with the Parks and Recreation Staff.

Mission of Friends Group

The Friends of the Ermatinger House is a non-profit organization whose mission is to promote, educate, and preserve the heritage and story of the Historic Frances Ermatinger House through historic demonstrations, living history exhibits, and other activities.

Mission of Ermatinger House

Engage our audience and forge their connection to the history of Francis Ermatinger and his family, the Hudson's Bay Company, and the development of Oregon City through interpretive exhibits, guided tours, special events.

Vision for the Ermatinger House

- Keep the house open to the public for tours and regular events.
- Continue to find grants and funding to support the house mission and maintenance.
- Expand and maintain a robust donor and sponsorship program.
- Become a key component of the community and the growing heritage tourism activities in Oregon City.
- Identify and partner with community stakeholders that align with our values and mission.

Scope of Work of the Friends Group

To support the Ermatinger House and City of Oregon City Parks and Recreation Department by:

1. Raising funds for specific City-approved Ermatinger House designated capital improvement projects and a rainy-day fund.
2. Hosting or helping host recurring and special events.
3. Spreading awareness and advocating for the House.
4. Potentially providing programs and/or materials regarding the House, which are subject to review and approval by the Parks Department.

5. Providing operational support for the City Facility and help recruit volunteers to the Ermatinger Volunteers Program.
6. Other work and projects as mutually agreed upon in the Friends Annual Strategy.

Guidelines for the Relationship and Communication

1. Both parties pledge to diligently maintain open communication with each other, to build trust and sustain confidence in each other.
2. Both parties understand that respectful and productive communication is expected.
3. All communications and meetings between FEH and the City will be documented including date, time, mode of communication, and minutes/summary.
4. While both parties are expected to host their own meetings, joint meetings will also take place for an optimal working relationship between parties.
 - a. The city employees of the Ermatinger House will host a monthly standing meeting to allow for FEH to frequently and openly communicate with the Parks Department.
 - b. Both parties will extend invites to meetings, as applicable, with ample notice.

Guidelines for Fundraising, Events and/or Programs

1. Both parties pledge to maintain open communication with each other relating to budgetary status of the City's Ermatinger Trustee Account, as well as the FEH budgetary standings.
2. Both parties understand that joint fundraising, event revenue and budgetary goals are symbiotic and the City benefits from its relationship with the FEH, and the FEH benefits from its relationship with the City. Therefore, the following parameters are important to guide future revenue and fundraising efforts.
 - a. 100% proceeds to FEH if:
 - i. Fundraising, special event, activity or program efforts are solely sponsored and managed by the FEH, and take place offsite.
 - b. 100% proceeds to City if:
 - i. Fundraising, special event, activity or program efforts are solely sponsored and managed by the City.
 - c. 50% each to FEH and City:
 - i. Fundraising, special event, activity, or program efforts where duties are considered a joint effort, either during or after the House's regular scheduled hours. A joint effort is when the City provides resources or handles funds, registration and/or provides administrative help, 50% of funds raised shall reside with the City and be deposited into the City's Ermatinger Trustee Account, and 50% with the FEH.
 - ii. The City's Trustee Account will be reviewed, at least, on an annual basis. Ideally, monthly during our standing meetings.
 - d. Third Party Contract
 - i. If the City enters into a third party contract to host a fundraiser, special event, activity or program the City will retain 100% of the agreed upon contracted proceeds.
 - e. Donations to the FEH go directly to the FEH. This includes donations taken in the onsite jar, made directly to the FEH.

3. When City resources are used to assist the FEH in event, activity, or program, such as cash-handling, registration, or reservation, this is defined as a joint effort falling under (2)(c) of this section.
4. The City has a dedicated Ermatinger Trustee account: 100-319-4746. This account is established in perpetuity that contains earmarked funds that will be used *exclusively* for Ermatinger House related maintenance and uses. These expenses include maintenance of the House, programs/activities that support the House, Ermatinger House related special events, and any costs that directly benefit the vision and mission of the House.

Friends Group Guidelines/Requirements

1. Must be an established 501c3 to collect direct funds and remain recognized.
2. Must have an open membership policy that does not discriminate against gender, sex, sexuality, age, race, ethnicity, physical or cognitive abilities.
3. Must have a set structure, requirements of members, and established by-laws that are communicated to the Parks Department.
4. Must include at least 4 members.
5. Must hold (at a minimum) quarterly meetings and offer oral or written reports to the Parks and Recreation Department.
 - At the discretion of FEH, and by invitation only, FEH will notify Park Staff in advance as to the date, time, and location of meetings to allow for Park Staff to attend unless the meeting is intended to be for FEH members only.
6. Shall work cooperatively with the City to support the House.
7. Acknowledge that neither they nor their members are primarily responsible for the operation or management of the House and recognize that the House is owned and operated by the City of Oregon City.
8. Conform and comply with all municipal, state, and federal laws.
9. Must follow Parks Department direction, policies, procedures, and guidelines when carrying out program or activities at or for the City Facility.
10. Will submit an Annual Summary Report, for the previous year, to the Parks Department, by January 31st of the following year, that reviews; activities, operations, future partnership suggestions, funds collected, projects accomplished, etc.
11. Collaborate with the City in the development of our Annual Strategy for the following year and will submit the Annual Strategy to the Parks Department for approval. The plan or calendar should include general goals for the next year and any intended specific events/projects. The collaboration of the Annual Strategy will only pertain to events held at the house.

Public Relations

1. Any event, fundraiser, etc. to be hosted at a city facility that was not approved through the Friends Annual Strategy must be separately approved in writing (or via email/electronic document) before it can be advertised or discussed with the public. The event outline may be used for this purpose.
2. The Friends Group must submit all event publications, advertisements, etc. for events that will occur at the Ermatinger House to the Parks Department before distribution or posting on social media.

3. Advertisements and publications by the Friends Group regarding public events, fundraisers, etc. will be located at the House, should use the logos and brand colors from the Ermatinger House Marketing Plan whenever possible.
4. The Friends Group can use the City developed Ermatinger House logo only on publications that are approved by the City and for events held at the house and are in direct partnership with the City. If the FEH is independently conducting an off-site fundraiser, event etc. the City developed Ermatinger House Logo cannot be used.
5. FEH can hold independent opinions and promote independently on Friends' specific social media, website or publications. Anything associated with the Ermatinger House or Friends of the Ermatinger House that is used for political purposes or to advertise businesses/other for-profit entities unless they have an established contracted partnership with the Parks Department/Ermatinger House, or it has been individually approved by the Parks Department the FEH must include a disclaimer such as; "The views expressed in this publication do not necessarily reflect the views of the City of Oregon City or its employees"
6. The Friends Group's social media pages will clearly distinguish that they represent the FEH and not the City of Oregon City or any city facility, including the Ermatinger House itself.
7. The Friends Group should share to their own page(s) any Ermatinger House related posts from City of Oregon City or City Parks and Recreation social media pages whenever possible.
8. The Friends Group will ensure that all publications are family-friendly and do not contain any explicit, controversial, or derogatory elements.
9. FEH publications will be advertised by the City in the Ermatinger House and on social media, if requested and related to the mission of the Ermatinger House.

Recognition

To continue to be recognized as an official friends' group by the City and maintain an ongoing partnership, the Friends Group must:

1. Conduct activities that support and further the priorities established by the City for the Francis Ermatinger House, as defined, and detailed in adopted plans, established goals, and budgets. The City will provide the below listed documents to the FEH on an annual basis.
 - a. Ermatinger House Interpretive Plan, the Revenue & Fundraising Plan, and the Brand & Marketing Plan.
 - b. Additional documents may be adopted in the future and the Friends Group will be given notice of these additions as they develop.
2. Continue to follow the guidelines for operations established in the Ermatinger House Manual & Procedures document.
3. Submit, on an annual basis, the following information by January 31st of each calendar year:
 - a. Changes that have occurred to the Friends Group by-laws and any other governing documents.
 - b. Structure of organization and list of leaders (if applicable)
 - c. Contact information for all current members.
 - d. Activities of Interest/Focus (specific goals, timelines, funding sources, etc.)
 - e. Annual calendar listing proposed events, special activities, fundraisers etc.

- f. A long range (3-5 years) Annual Friends Plan document

*If changes need to be made to any items submitted the Parks Department requests a those changes be submitted as soon as possible but no less than 30 days prior to the event.

4. Be a recognized 501c3 organization.

The City reserves the right to suspend or revoke formal recognition of and partnership with any Friends group for cause.

Role of the Parks Department

1. Maintain open communications with the Friends Group by hosting standing monthly meetings.
2. Provide access to the Francis Ermatinger House as needed and agreed upon with the Recreation Programmer and Recreation Supervisor.
3. Assumes responsibility for ownership, management, and operations of the House.
4. Provides a Recreation Programmer to manage volunteers and operate the City Facility.
5. The Recreation Programmer/Parks Department is responsible for creating and updating the Interpretive Plan, the Marketing Plan, and House Manual & Procedures. At the request of the Friends Group, the City will make available, for a pre-determined period of time, the ability to submit comments and/or suggestions. The ultimate decision on content is at the discretion of the Parks Department.
6. Review, approve, and oversee the applying of any funds to capital projects, operations, etc. at the House.
7. Review, approve, and oversee any special events, talks, fundraisers, etc. hosted at the House by the Friends Group.
8. Oversee City social media, advertisements, etc. relating to the House.
9. Attend Friends Group meetings when invited to maintain open communication.
10. Co-create the development of written agreements and understandings.
11. Provide the Friends Group with any necessary documents.
12. Provide Staff to maintain the grounds surrounding the House.
13. Fund the day-to-day operations of the House such as water, electricity, security system, etc.

Annual Reports/Plans (Annual Summary Report & Annual Strategic Plan)

On or before January 31st of each year, the Friends Group should submit an Annual Report and Strategic Plan. The City will respond to the Strategic Plan by March 1st of each year.

The purpose of the annual summary report is for information purposes only. The Annual Strategic Plan is to assist in annual planning for events at the House for the upcoming year. The Strategic Plan will be based on events listed in the FEH annual calendar, which will be reviewed by the Parks Department. The Parks Department will then note any comments or concerns. The Friends Group will then meet to execute the final version of the Strategic Plan and provide the Parks Department with the final version. The final version shall be approved by March 1st of each calendar year.

Annual Summary Report details to be included:

For the up-coming year, the Annual Report must include:

- a. Changes that have occurred to the Friends Group by-laws and any other governing documents.
- b. Structure of organization and list of leaders (if applicable)
- c. Contact information for all current members.
- d. Activities of Interest/Focus (specific goals, timelines, funding sources, etc.)
- e. Annual calendar listing proposed events, special activities, fundraisers etc.
- f. A long range (3-5 years) Annual Friends Plan document
- g. If changes need to be made to any items submitted, the Parks Department requests those changes be submitted in writing/email as soon as known.

For the previous year, the Annual Report must include:

1. An evaluation of the implementation of the previous year's Annual Friends Strategic Plan and Annual Report.
2. Summarize the Friends Group's Current Condition
 - a. Budget Report. Suggest information to include:
 - i. Status of fundraising funds, groups financial standings, projected expenses, projected revenue
 - b. Total Friends Volunteer Hours
 - c. Incomplete Goals/Plans that are continuing into the next year.
 - i. With reason for continuance explained

Annual Strategic Plan details to be included:

Activities outlined in the Friends Annual Strategy shall be considered authorized by the Parks Department.

The Friends Annual Strategy shall:

1. Specify details of all proposed activities of the Friends Group for the upcoming year, as much as possible at the time of submission.
 - a. List how each activity reflects the Interpretive Plan and/or Mission of the House and of the Friends Group.
 - b. Additional activities may be proposed, during the year.
 - c. List the intent/goal of the activity (raise funds, raise awareness, etc.) and how the activity intends to reach the goal.
 - d. Outline intended or currently available funding sources for activities listed.
 - e. List a leader for activities as a whole or for each activity to be the main contact with the City.
2. Outline the requested City involvement for each activity, if applicable.
3. Annual calendar listing proposed events, special activities, fundraisers etc.
4. Appendix A is provided as a template to submit strategic information to the City for events to be conducted at the Ermatinger House.

Partnership Duration

This partnership shall remain in effect for 1 year, beginning January 1st, 2021 and expiring January 1st, 2022

Item 1.

Violations of the Partnership

In the event that the Friends Group or City fail to adhere to the partnership as understood in this document, the party or parties:

1. Will be notified of their violation in writing.
2. Will be given 60 days to rectify the issue or develop a compromise, if applicable.

If violations continue by either party, the following actions may be taken:

1. Arbitration
2. Dissolution of the partnership:

Examples of potential violations:

1. The Friends Group hosts an event at the Ermatinger House that was not agreed upon between the FEH and the City.
2. The Parks Department does not allow access to the facility at a previously agreed upon time without adequate notice.
3. The Parks Department fails to provide sufficient notice of cancellation or fails to be available for monthly standing meetings.
4. The Friends Group disregarding #6 under the Public Relations section.

Dissolution of Partnership

This partnership shall end in the event:

1. The Friends Group loses its non-profit status.
2. Is voluntarily dissolved by its members.
3. Is involuntarily dissolved due to violation of state or federal laws.
4. Is no longer recognized due to either group failing to adhere to the partnership understandings agreed upon in this document.

Other Considerations

The Parks Department and the Friends Group agree that the duties and volunteer services performed by the Friends Group under this partnership are non-compensated and solely for the purpose of assisting the Parks Department/Ermatinger House.

Members of the Friends Group cannot claim to officially represent the City of Oregon City or Department of Parks and Recreation.

Signature: Cheryl L Rice
Friends' of the Ermenginger House President

Print: Cheryl Rice

Date: 1.29.21


Signature: Rochelle Anderholm-Parsch
City of Oregon City Representative

Digitally signed by Rochelle Anderholm-Parsch
DN: cn=Rochelle Anderholm-Parsch, ou=OCPR,
email=Rochelle.Anderholm-Parsch@city.oregon.gov,
Date: 2021.01.25 11:02:45 -08'00'

Print: Rochelle Anderholm-Parsch

Date: 1.25.2021

APPENDIX A:
EXAMPLE OF EVENT OUTLINE TEMPLATE



Date submitted: xx-xx-2021

Friends of the Francis Ermatinger House Event Outline

Friends Group Name	Friends of the Francis Ermatinger House
Main Contact	Emily Tierney
Contact Address	PO Box 3040 1211 Jackson Street Oregon City, Oregon 97045
Contact Phone	503-496-1572
Contact Email	etierney@orccity.org

*****Please list involved members*****

Proposed Project Name, Date, Time and General Description, Intent/Goals:

Name:

Date:

Time:

Cost:

Money handling | % split if applicable:

Intent/Goal:

General Description:



Project Timelines (“#” date in month that project occurs, “?” if date is not yet determined)

Project Details:

Funding (If applicable):



**PARKS & RECREATION
CITY OF OREGON**

Anticipated City Support (staff, materials, etc.):

Advertising this event, through social media, etc. available to the City.

Regular staff for the day, display tables x 2 (shorter ones).

FEH Contact:

Please return to:

Rochelle Anderholm-Parsch

rparsch@orccity.org

Oregon City Parks and Recreation

City of Oregon City

PO Box 3040

1211 Jackson Street

Oregon City, Oregon 97045

503-496-1572 Direct phone

503-657-8273 City phone

For Internal Use Only

Submitted to Parks and Recreation Department for approval, date _____

Approved ☐ Not Approved ☐,

date _____

Signature, Parks and Recreation Director

Date

Comments:

Staff would like to meet with FEH regarding advocacy items to help set priority and department needs.



Parks and Recreation

Ermatinger House | Oregon City OR 97045
Ph (503) 657-8273 | fax (503) 656-0037 | www.orcity.org

Friends of the Ermatinger House and the City of Oregon City Parks & Recreation Memorandum of Understanding

Commented [MT1]: Changed formatting throughout the MOU

Dates to be from: November 1st, 2022-June 30th, 2025

Commented [MT2]: Making the MOU extend longer to avoid renewing each year. Suggesting to only review every other year.

INVOLVED PARTIES

Friends of the Ermatinger House
The City of Oregon City Parks and Recreation Department

TITLES

Friends of the Ermatinger House (FEH)
Francis Ermatinger House (“House”)
City of Oregon City (“City”)
City of Oregon City Parks and Recreation Department (“OCPRD”)

DEFINITIONS

FEH Annual Strategic Plan

General plan submitted in writing outlining goals and plans for the upcoming calendar year.

Event Outline

Written plan summary for individual events/fundraisers.

Annual Summary Report

A joint meeting or written report that details the standing of work, projects, and goals from the previous year and includes any evaluations of the partnership or accomplishments.

Ermatinger Trustee Account

The City account established in perpetuity that contains earmarked funds that will be used exclusively for Ermatinger House related projects or events such as curtains or wallpaper purchases, maintenance, repair, and upkeep of Ermatinger House and other Ermatinger House related uses, having account number 100-319-4746.

Commented [MT3]: Added Definition

House Policy and Procedure Manual

Written document completed by OCPRD with input from FEH that outlines the operational rules and requirements for the Ermatinger House.

Commented [MT4]: Added Definition

Interpretive Plan

Written document completed by the OCPRD with input from FEH and experts that outlines the goals and approaches of the interpretive program at the Ermatinger House.

Marketing Plan

Written document completed by OCPRD that outlines details of the branding for the Ermatinger House such as brand colors and a logo along with marketing strategies.

Partnership

An arrangement between the FEH and OCPRD work together on providing events, activities, and fundraising opportunities to help support the operations of the Ermatinger House.

Commented [MT5]: Added Definition

Revenue & Fundraising Plan

To outline the main sources of revenue for the Ermatinger House along with their individual pricing and relating policies.

Commented [MT6]: Added Definition

PURPOSE

The purpose of this document is to outline the relationship between the City of Oregon City Parks and Recreation Department (OCPRD) and the Friends of the Ermatinger House (FEH).

Commented [MT7]: Shortened purpose from previous MOU

ACKNOWLEDGEMENT AND INTRODUCTION

The City recognizes the importance of the Francis Ermatinger House and will maintain keeping it open to continue telling its story of early Oregon Territory history, the Hudson's Bay Company, and the Francis Ermatinger family. Not only is the Ermatinger House important to Oregon City's history, but in Portland's history as well. Without this historic structure, these stories and the history will be forgotten.

Commented [MT8]: This entire section took a lot of the information that was repeated in different ways in the previous MOU and summarized it in an into to the new MOU.

The City of Oregon City Parks and Recreation Department recognizes and appreciates that the Friends of the Ermatinger House is volunteering its time and efforts to benefit the community and the Ermatinger House. The City also recognizes and appreciates the deep ties many of the FEH members have to the House, their past efforts, and their passion.

The FEH appreciates and respects the professional experience and judgment of the City of Oregon City Staff. The FEH also recognizes that while Staff welcomes the support and recommendations from FEH members, all final decisions regarding operations, management, capital projects, maintenance, selecting City volunteers, interpretation and programming ultimately lie with the OCPRD Staff.

OCPRD and FEH will work together to continue to expand the operations and programs of the Ermatinger House. Value held in this partnership include creating an inclusive, respectful, and positive environment and creating resources together to accomplish the vision for the Ermatinger House through the scope of work. Together this will create a successful future.

As discussed throughout this MOU, the parties share a common vision and mission regarding the Ermatinger House and want to work together to achieve that vision. However, this MOU is not intended to and does not create a legal partnership or joint venture. The members of the FEH are not employees or agents of the City, nor are City staff employees or agents of FEH.

MISSION, VISION, AND CORE VALUES

MISSION

Engage our audience and forge their connection to the history of Francis Ermatinger and his family, the Hudson's Bay Company, and the development of Oregon City through interpretive exhibits, guided tours, and special events.

VISION

To maintain and expand access to the Ermatinger House by providing and expanding operating hours for public tours and special events to increase tourism.

VALUES

- Creating access for tourism to the Ermatinger House by being open to the public for tours and regular events
- Acknowledge, respect, and empathize with the FEH's deep-rooted connection and commitment to the Ermatinger House
- Building trust through open and honest communication and transparency to create a successful future
- Remove barriers and provide resources to help the FEH accomplish their goals
- Create an inclusive, respectful, and positive environment

Commented [MT9]: We took the Mission, Vision, and Values and restructured them. We made sure only one mission was stated as well as added a vision statement, and what was previously the vision statement in the last MOU was added as values instead.

ROLES AND RESPONSIBILITIES

FEH Responsibility

To support the Ermatinger House and OCPRD by:

1. Raising funds for specific City-approved Ermatinger House designated capital improvement projects and a rainy-day fund.
2. Hosting or helping host recurring and special events.
3. Spreading awareness and advocating for the Ermatinger House.
4. Providing programs and/or materials regarding the House, which shall be subject to review and approved by the OCPRD.
5. Provide operational support for the House and help recruit volunteers to the Ermatinger Volunteers Program.
6. Other projects as mutually agreed upon with the OCPRD and FEH or reflected in the approved FEH Annual Strategic Plan.

OCPRD Responsibility

Maintaining and Increasing Operating Hours:

1. Keeping the facility open on Fridays and Saturdays from 10:00am-4:00pm
2. Work with tourism on increasing operating hours during the tourism season by finding interns annually

Provide Special Events

1. To facilitate, host and help host recurring and special events hosted by the City or in partnership with the FEH.
2. To be a participating location during Heritage Holidays and Heritage Days when they take place.

Marketing

1. Spread awareness and advocating for the Ermatinger House.
2. To provide programs and operational support.
3. Providing advertisement for the Ermatinger House through City resources.
4. Providing registration software and registration process for events and programs at or related to the Ermatinger House.

Commented [MT10]: Used to be Scope of Work, but was renamed per request by the FEH. There were also some grammar changes throughout this section that were made.

COMMUNICATION STRATEGIES

Guidelines for the Relationship and Communication

1. Both parties pledge to diligently maintain open communication with each other, to build trust and sustain confidence in each other.
2. Both parties understand that respectful and productive communication is expected.

Commented [MT11]: No changes on this section except for referencing the Parks Department as OCPRD instead.

3. All communications and meetings between FEH and the City will be documented including date, time, mode of communication, and minutes/summary.
4. While both parties are expected to host their own meetings, joint meetings will also take place for an optimal working relationship between parties.
 - a. The City employees of the Ermatinger House will host a monthly standing meeting to allow for FEH to frequently and openly communicate with OCPRD.
 - b. Both parties will extend invites to meetings, as applicable, with ample notice.

Guidelines for Fundraising, Events and/or Programs

1. Both parties pledge to maintain open communication with each other relating to budgetary status of the City's Ermatinger Trustee Account, as well as the FEH budgetary standings and the goals for how the budgets will be used. The City's Trustee Account will be reviewed, at least, on an annual basis. Ideally, monthly during our standing meetings, but at a minimum, annually, between the OCPRD and FEH.
2. Budget goals should be defined and communicated between both the FEH and OCPRD to know what goals each part will be working towards on an annual basis, as well as looking at a 3-5 year plan.
3. Both the City and FEH understand that joint fundraising, event revenue and budgetary goals are symbiotic and the City benefits from its relationship with the FEH, and the FEH benefits from its relationship with the City. The goal of both the FEH and the City is to work together on providing events and fundraising opportunities to reach the goals of the City and the FEH. Because of this, the following parameters are set in place:
 - a. 50% each to FEH and City:
 - i. Fundraising, special event, activity, or program efforts where duties are considered a joint effort, either during or after the House's regular scheduled hours. A joint effort is when the City provides resources or handles funds, registration and/or provides administrative help, 50% of funds raised shall reside with the City and be deposited into the City's Ermatinger Trustee Account, and 50% with the FEH. This event may involve a 3rd party with the funds remaining to be split 50/50.
4. In the event that the City and the FEH do an event or program completely on their own, the following parameters will be set in place:
 - a. 100% proceeds to City if:
 - i. Fundraising, special event, activity or program efforts are solely sponsored and managed by the City.
 - ii. All funds raised through the Tourism Strategy will go to the City as the operators of the Ermatinger House.
 - iii. Third Party Contract

Commented [MT12]: This is the primary focus at this point. We used to have a section that allowed the FEH to keep 100% on events they did without the City, but OCPRD is strongly advocating for City staff to be involved with the majority of programming at this site. See comment below.

6

1. If the City enters into a third party contract to host a fundraiser, special event, activity or program, that does not involve the FEH, the City will retain 100% of the agreed upon contracted proceeds.
- b. 100% of proceeds to the FEH if:
 - i. The FEH of apply for and get a grant designated at the 501c3 status, in which the City and FEH would establish a separate agreement on the role of each agency.
 - ii. The FEH do an event that is not on City property or involves the City in any way
 1. Example: Gets asked to participate in Oregon City Brewery's Charity Pint Nights
5. In the event that the FEH want to do an event at the Ermatinger House without partnering with the City then the following parameters would be set in place:
 - a. The City would provide up to 12 hours per calendar year of rentable use for fundraising events for the FEH in which they would like to not partner with the City. The 12 hours are the hours of the event taking place within the Ermatinger House, but the City will allow for set up time before and after.
 - b. Once the 12 hours of use is used then:
 - i. The revenue made is split 70/30 (70% to the FEH and 30% to the City) or;
 - ii. The rental price for the Ermatinger House is set at \$40 an hour.
 - iii. The rental fee is only set in place in the event that the FEH chooses to not partner with the City on programs and events. As state previously, the FEH and City understand that joint fundraising, event revenue and budgetary goals are symbiotic and the City benefits from its relationship with FEH, and FEH benefits from its relationship with the City. Events and fundraising should align with both the goals for the City and FEH.
 - iv. If the 12 hours is used, and a joint fundraising effort has been established, there may be an opportunity for amending and it would be provided in writing as an amendment to the MOU.
 - c. Fees charged by the FEH go directly to the FEH. This includes donations taken in the onsite jar or made directly to the FEH during events that have been identified as a FEH event.
6. When City resources are used to assist the FEH in event, activity, or program, such as cash-handling, registration, reservations, and advertisement help, this would fall into a 50/50 split between the FEH and the City.
7. The City has a dedicated Ermatinger Trustee account: 100-319-4746. This account is established in perpetuity that contains earmarked funds that will be used *exclusively* for Ermatinger House related maintenance and uses. These expenses include maintenance of

Commented [MT13]: This is the section that was mainly changed to outline the path we are hoping to move forward with.

the House, programs/activities that support the House, Ermatinger House related special events, and any costs that directly benefit the vision and mission of the House.

FEH Key Access and Check-in/out Process

With the approval of the Aquatic and Recreation Manager, FEH will have access to a key and can open and close the House. The key is located at the Oregon City Swimming Pool, 1211 Jackson Street Oregon City, OR 97045 in the Aquatic and Recreation Manager's Office. FEH will be abiding by the following parameters for accessing the key:

Commented [MT14]: No changes other than titles and grammar.

Guidelines for Key Access

1. Key Access must be approved in writing by the Aquatic and Recreation Manager.
2. The key pick-up and drop-off time must be communicated with the Aquatic and Recreation Manager

Key Pick up/drop of

1. Once approval is granted the key can be checked out and dropped off by an authorized member of FEH signing in and out the key.
2. The FEH will return the key no later than 5 business days after picking up the key unless otherwise stipulated.
3. If one member of FEH passes the key to another, an email of this exchange is required and will be documented by the Aquatic and Recreation Manager on the check in/out sheet located at the pool. An email alerting the Aquatic and Recreation Manager and Recreation Programmer will suffice as documentation of the exchange.
 - i. Recreation Manager: Melissa Sebastian Email: mtierney@orccity.org/ 503-974-5516
 - ii. Recreation Programmer: Holly Swogger Email: swogger@orccity.org
4. While at the House
 - a. All activities will abide by the House Policy and Procedure Manual.
 - b. The FEH will be trained on the House Policy and Procedure Manual.
 - c. Removal of artifacts or rearrangement of rooms for events, or for any other reasons, need to be approved by the Aquatic and Recreation Manager or the Recreation Programmer.
 - i. If approval is given the FEH will ensure the House and the artifacts are returned to the proper location and are managed per the House Policy and Procedure manual. Approval will be granted through the Event Outline process.

- d. Cash handling will be predetermined through the event approval process (how funds are to deposited and managed). This could vary depending on the event, time, and theme.
- 5. Key restrictions
 - a. Only official FEH members that have communicated to the Aquatic and Recreation Manager may have access to the key.
- 6. In the event of damaged artifacts or as issues arise.
 - a. The FEH are acting as partners of the OCPRD. Therefore, the expectation is that they act in accordance with the House Policy and Procedure Manual requirements. If an artifact or something is damaged, a report should be made and the City along with the FEH will do their best to return the item back to its original state, or if determined, file an insurance claim.
 - b. The FEH understand that they are acting on behalf of the City and as a sanctioned FEH and volunteer they are covered against injury and liability.
- 7. Volunteer Background Check
 - a. To be covered and gain independent access the FEH members are required to complete the City's volunteer background check at a minimum of once every two years.

FEH Guidelines/Requirements

To continue to be recognized as an official friends' group by the City and maintain an ongoing partnership, the FEH must:

- 1. Be an established 501c3 to collect direct funds and remain recognized.
- 2. Have an open membership policy that does not discriminate against gender, sex, sexuality, age, race, ethnicity, physical or cognitive abilities.
- 3. Have a set structure, requirements of members, and established by-laws that are communicated to OCPRD.
- 4. Include at least 4 members.
- 5. Hold (at a minimum) quarterly meetings and offer oral or written reports to OCPRD.
 - o At the discretion of FEH, and by invitation only, FEH will notify OCPRD in advance as to the date, time, and location of meetings to allow for OCPRD Staff to attend unless the meeting is intended to be for FEH members only.
- 6. Work cooperatively with the City to support the House.
- 7. Acknowledge that neither they nor their members are primarily responsible for the operation or management of the House and recognize that the House is owned and operated by the City of Oregon City, including in Tourism stakeholder meetings.
- 8. Conform and comply with all municipal, state, and federal laws.
- 9. Follow OCPRD direction, policies, procedures, and guidelines when carrying out program or activities at or for the House.

Commented [MT15]: Took out the word 'must' at the beginning of each statement since the beginning already stated 'must'

10. Collaborate with the City in the development of our Annual Strategy for the following year and will submit the Annual Strategic Plan to OCPRD for approval. The plan should include general goals for the next year and any intended specific events/projects. The collaboration of the Annual Strategy will only pertain to events held at the house.
11. Conduct activities that support and further the priorities established by the City for the Francis Ermatinger House, as defined, and detailed in adopted plans, established goals, and budgets. The City will provide the below listed documents to the FEH on an annual basis.
 - o Ermatinger House Interpretive Plan, the Revenue & Fundraising Plan, and the Brand & Marketing Plan.
 - o Additional documents may be adopted in the future and the FEH will be given notice of these additions as they develop.
12. Continue to follow the guidelines for operations established in the Ermatinger House Manual & Procedures document.
13. Submit, on an annual basis, the following information by January 31st of each calendar year. The outline for the information on the Annual Summary Report Can be found on Page 10.
14. The City reserves the right to suspend or revoke formal recognition of and partnership with any FEH for cause.

Commented [MT16]: Information that was in other parts of the MOU but moved here.

Public Relations

1. Any event, fundraiser, etc. to be hosted at the House that was not approved through the FEH Annual Strategic Plan must be separately approved in writing (or via email/electronic document) before it can be advertised or discussed with the public. The event outline may be used for this purpose.
2. FEH must submit all event publications, advertisements, etc. for events that will occur at the Ermatinger House to OCPRD before distribution or posting on social media.
3. Advertisements and publications by the FEH regarding public events, fundraisers, etc. which are located at the House, should use the logos and brand colors from the Ermatinger House Marketing Plan whenever possible.
4. The FEH can use the City developed Ermatinger House logo only on publications that are approved by the City and for events held at the house and are in direct partnership with the City. If the FEH is independently conducting an off-site fundraiser, event etc. the City developed Ermatinger House Logo cannot be used.
5. FEH can hold independent opinions and promote independently on FEH specific social media, website, or publications. Anything associated with the Ermatinger House or Friends of the Ermatinger House that is used for political purposes or to advertise businesses/other for-profit entities unless they have an established contracted partnership with OCPRD/Ermatinger House or it has been individually approved by OCPRD the

Commented [MT17]: No changes made other than titles or grammar.

FEH must include a disclaimer such as “The views expressed in this publication do not necessarily reflect the views of the City of Oregon City or its employees”

6. FEH social media pages will clearly distinguish that they represent the FEH and not the City of Oregon City or any city facility, including the Ermatinger House itself.
7. FEH should share to their own page(s) any Ermatinger House related posts from City of Oregon City or City Parks and Recreation social media pages whenever possible.
8. FEH will ensure that all publications are family-friendly and do not contain any explicit, controversial, or derogatory elements.
9. FEH publications will be advertised by the City in the Ermatinger House and on social media, if requested and related to the mission of the Ermatinger House.

Role of OCPRD

1. Maintain open communications with the FEH by hosting standing monthly meetings.
2. Provide access to the Francis Ermatinger House as needed and agreed upon with the Recreation Programmer and Recreation Supervisor.
3. Assumes responsibility for ownership, management, and operations of the House.
4. Provides a Recreation Programmer to manage volunteers and operate the House.
5. The Recreation Programmer/OCPRD is responsible for creating and updating the Interpretive Plan, the Marketing Plan, and House Manual & Procedures. At the request of the FEH, OCPRD will make available, for a pre-determined period of time, the ability to submit comments and/or suggestions. The ultimate decision on content is at the discretion of the OCPRD.
6. Review, approve, and oversee the applying of any funds to capital projects, operations, etc. at the House.
7. Review, approve, and oversee any special events, talks, fundraisers, etc. hosted at the House by the FEH.
8. Oversee City social media, advertisements, etc. relating to the House.
9. Attend FEH meetings when invited to maintain open communication.
10. Co-create the development of written agreements and understandings.
11. Provide the FEH with any necessary documents.
12. Provide Staff to maintain the grounds surrounding the House.
13. Fund the day-to-day operations of the House such as water, electricity, security system, etc.
14. Provide storage space in the basement for items used for programing.

Commented [MT18]: New addition to section.

Annual Reports/Plans (Annual Summary Report & Annual Strategic Plan)

Commented [MT19]: No changes made other than titles or grammar.

On or before January 31st of each year, the FEH should submit an Annual Report and Strategic Plan. The City will respond to the Annual Report and Strategic Plan by March 1st of each year.

The purpose of the annual summary report is for information purposes only. The Annual Strategic Plan is to assist in annual planning for events at the House for the upcoming year. The Strategic Plan will be based on events listed in the FEH annual calendar, which will be reviewed by the OCPRD. OCPRD will then note any comments or concerns. The FEH will then meet to execute the final version of the Strategic Plan and provide the Parks Department with the final version. The final version shall be approved by March 1st of each calendar year.

Annual Summary Report details to be included:

Commented [MT20]: No changes.

For the up-coming year, the Annual Report must include:

- a. Changes that have occurred to the FEH by-laws and any other governing documents
- b. Structure of organization and list of leaders (if applicable)
- c. Contact information for all current members
- d. Activities of Interest/Focus (specific goals, timelines, funding sources, etc.)
- e. Annual calendar listing proposed events, special activities, fundraisers etc.
- f. A long range (3-5 years) Annual FEH Plan document
- g. If changes need to be made to any items submitted, OCPRD requests those changes be submitted in writing/email as soon as known

For the previous year, the Annual Report must include:

1. An evaluation of the implementation of the previous year's Annual FEH Strategic Plan and Annual Report.
2. Summarize the FEH's Current Condition
 - a. Budget Report. Suggested information to include:
 - i. Status of fundraising funds, groups financial standings, projected expenses, projected revenue
 - b. Total FEH Member Volunteer Hours
 - c. Incomplete Goals/Plans that are continuing into the next year
 - i. With reason for continuance explained

Annual Strategic Plan details to be included:

Commented [MT21]: No changes.

Activities outlined in the FEH Annual Strategy shall be considered authorized by OCPRD.

The FEH Annual Strategy shall:

1. Specify details of all proposed activities of the FEH for the upcoming year, as much as possible at the time of submission.

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- a. List how each activity reflects the Interpretive Plan and/or Mission of the House and of the FEH
 - b. Additional activities may be proposed, during the year.
 - c. List the intent/goal of the activity (raise funds, raise awareness, etc.) and how the activity intends to reach the goal
 - d. Outline intended or currently available funding sources for activities listed
 - e. List a leader for activities as a whole or for each activity to be the main contact with the City.
2. Outline the requested City involvement for each activity, if applicable.
 3. Annual calendar listing proposed events, special activities, fundraisers etc.
 4. Appendix A is provided as a template to submit strategic information to the City for events to be conducted at the Ermatinger House.

Duration of this MOU

This partnership shall remain in effect for the date this MOU is signed, and expiring June 30th, 2025. There will be a grace period of 90 days, until September 30th, 2025. OCPRD will host a retreat Annually to take place sometime in October-November to prepare for each coming year.

Commented [MT22]: Proposing to have the MOU be 2 years long vs. 1.

Violations of the MOU

If the FEH or City fail to adhere to the partnership as understood in this document, the party, or parties:

1. Will be notified of their violation in writing.
2. Will be given 60 days to rectify the issue or develop a compromise, if applicable.

If violations continue by either party, the following actions may be taken:

1. Arbitration
2. Dissolution of the partnership:

Examples of potential violations:

1. The FEH hosts an event at the Ermatinger House that was not agreed upon between the FEH and the City.
2. OCPRD does not allow access to the facility at a previously agreed upon time without adequate notice.
3. OCPRD fails to provide sufficient notice of cancellation or fails to be available for monthly standing meetings.
4. The FEH disregarding #6 under the Public Relations section.
5. Violations of any of the recognitions standards listed in the MOU.

Commented [MT23]: Changed word Partnership to MOU.

Commented [MT24]: No changes.

Dissolution of Partnership

This partnership shall end in the event:

Commented [MT25]: No changes.

13

1. The FEH loses its non-profit status.
2. Is voluntarily dissolved by its members.
3. Is involuntarily dissolved due to violation of state or federal laws.
4. Is no longer recognized due to either group failing to adhere to the partnership understandings agreed upon in this document.

Other Considerations

OCPRD and the FEH agree that the duties and volunteer services performed by the FEH under this partnership are non-compensated and solely for the purpose of assisting OCPRD/Ermatinger House.

Members of the FEH cannot claim to officially represent the City of Oregon City or Department of Parks and Recreation.

Signature: _____
Friends of the Ermatinger House Chairman

Signature: _____
City of Oregon City Representative

Print: _____

Print: _____

Date: _____

Date: _____

Commented [MT26]: No changes.

Summary of Cost for Sports Fields
Financial Impact on Service Provided

Sports Field Reservations and Hours Used

Sports Organization	Dates	Total Reservations	Total Hours
Oregon City Youth Sports - Spring Ball	March - July	887	3,548
Oregon City Youth Sports - Fall Ball	August - October	156	338
OCYS Totals		1043	3,886
OC Soccer Club- Spring Ball	March - May	45	135
OC Soccer Club- Fall	August - October	348	1,236
Soccer Totals		393	1,371

* Spring Ball based on current 2023 requests

** Fall ball based on 2022 use (2023 requests not yet received)

The above reservations do not include variables such as tournaments or blocking out shelter during tournaments.

Sports Field Maintenance: Direct/Indirect Costs

Estimates from 2019 Cost Recovery data	
Estimated expenses to support maintenance of sports fields	
Building maintenance	\$512.00
Facilities maintenance	\$457.00
Grounds maintenance	\$400.00
Landscape maintenance	\$130.00
Vehicle maintenance	\$352.00
Operating & supplies	\$205.00
Gas/diesel/fuel	\$635.00
Safety equipment	\$235.00
Chemicals	\$226.00
Telephone	\$81.00
Computer/software/technology	\$208.00
Total Other Expenses	\$3,441.00

Sports Fields Maintenance: Staff Time/Cost

	Chapin	Hillendale	Rivercrest	Wesley Lynn		
Tasks	Hours	Hours	Hours	Hours	Total Hours per Task	Cost per Task
Mowing (5.5 hours weekly x 35 weeks)	192.5	192.5	70.0	192.5	647.5	\$32,375.00
Dust Control/Irrigation (mid season maintenance: Dust control adjustments, repair of broken heads, etc.)	56.0	56.0	56.0	56.0	224.0	\$11,200.00
Dust Control: Pre/post-season winterization, testing, etc. (3 days per park for pre/post-season work)	24.0	24.0	0.0	24.0	72.0	\$3,600.00
Weed Control (1 hour once a month x 5 months)	5.0	5.0	5.0	5.0	20.0	\$1,000.00
String Trimming by soccer goals and fence (30 mins per month)	4.0	0.0	0.0	4.0	8.0	\$400.00
Dugout Maintenance: Hard surfaces, leaf cleanup (per season)	30.0	14.0	10.0	24.0	78.0	\$3,900.00
Fence, backstop, dugout, snack shack repairs and other miscellaneous tasks not included in routine items listed above.	40.0	40.0	40.0	40.0	160.0	\$8,000.00
Total Hours per Park	351.5	331.5	181.0	345.5	* Cost based on average of \$50/hour benefit rate. ** Estimates do not include repair parts/materials, tools, vehicle, or equipment	
Cost per Park	\$17,575.0	\$16,575.0	\$9,050.0	\$17,275.0		
Total Cost of Field Maintenance based on Staff Time						\$60,475.00

Sports Field Coordination: Office Staff Time/Cost

Coordination for all sport field use throughout the year

Estimated time spent per year		
Intake, review, and reserve fields in software	4 hours	\$200.00
Contract/addendum drafting and execution	6 hours	\$300.00
Misc communication, email, phone calls, etc.	8 hours	\$400.00
Estimated Office time per year		\$900.00

Summary of Use and Estimated Yearly Costs

Summary of Use (OCYS and Soccer)	
Total Reservations	1436
Total Hours	5257
Summary of Maintenance and Staff Time	
Costs (direct/indirect)	\$3,441.00
Maintenance Staff Time (647 hrs)	\$60,475.00
Office Staff Time (18 hrs)	\$900.00
Total Estimated Maintenance Costs	\$64,816.00

After recording, return to:

Until a change is requested, all tax statements shall be sent to the following address:

CITY RECORDER
PO Box 351
Oregon City OR 97045

CITY OF OREGON CITY
PO Box 351
Oregon City OR 97045

Grantee: City of Oregon City
GIFT DEED

WHEREAS, OREGON CITY (hereinafter referred to as "City") is a municipal corporation of the State of Oregon, and

WHEREAS, by agreement dated the 14th day of August, 1986, by and between City and RUTH MC BRIDE POWERS (hereinafter referred to as "Powers") wherein RUTH MC BRIDE POWERS agreed to move a certain historical structure located in City known as the Ermatinger House unto property owned by City at the southeast corner of Sixth and John Adams Streets, being a portion of Lots 3 and 4, Block 63, Oregon City, Oregon; that RUTH MC BRIDE POWERS agreed to restore and maintain the house; make it available for public inspection and tours, and provide liability insurance indemnifying City from any financial responsibility arising out of its use, and

WHEREAS, City, pursuant to said agreement, agreed to permit the occupation and maintenance of the Ermatinger House at the above-described location indefinitely and subject to its continued existence as a historical facility open to the public; maintain appropriate landscaping for the Ermatinger House, and allow for use of the public parking area on the block by visitors to said house; and

WHEREAS, the parties have both fulfilled their obligations pursuant to the agreement and for a period of years the Ermatinger House has been on public display as a historical tourist facility and,

WHEREAS, Powers became deceased on January 26, 1995, and her Estate is being administered in probate in Marion County, Oregon: In the Matter of the Estate of Ruth McBride Powers, Deceased, Marion County Registry No. 95C-10422. Decedent's daughter, Diana Evans, was appointed personal representative, and

WHEREAS, the personal representative caused the Ermatinger House to be appraised by Ted Foster, a licensed asset and real estate appraiser in the State of Oregon, who appraised the structure and gave it a date of death value of \$1,000.00; and

WHEREAS, the personal representative petitioned the court for permission to abandon the Ermatinger House as a probate asset of the estate, which petition was granted by order of the court dated September 27, 1995, thereby vesting title in decedent's devisees as follows:

Quincy M. Powers, a son of the decedent, as to an undivided one-third interest

Diana Evans, a daughter of the decedent, as to an undivided one-third interest

JUL 22 1996

Carolyn Powers Smith and Nancy Langdon, granddaughters of the decedent, as to an undivided one-third interest.

The devisees are now the owners and holders of all of the right, title and interest of Powers in and to the Ermatinger House; and

WHEREAS, none of the devisees live in and about City; and

WHEREAS, it is the wish of the Powers family that the historic preservation of Powers be continued and maintained for the public use and appreciation as a pioneer heritage of the people of the State of Oregon, and to that end the devisees have agreed to give the Ermatinger House to the City in consideration for the agreement of City to continue to preserve, maintain and occupy the Ermatinger House as a public structure for use by the public from this day forward.

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby convey unto Oregon City, a municipal corporation of the State of Oregon, all of their right, title and interest in and to that certain historical structure known as the Ermatinger House and located on City property described as a portion of Lots 3 and 4, Block 63, Oregon City, Oregon, effective the date hereof and subject only to the following proviso:

On the death of Powers, the Ermatinger House was furnished with pioneer antiques owned by Powers which were made available by Powers to enhance the pioneer museum experience for the public. By Last Will and Testament of Powers, the antiques vest in decedent's daughter, Diana Evans. The gift evidenced by this document is subject to and made with the understanding that the antique furnishings located in the Ermatinger House remain the property of Diana Evans and she shall have the right and discretion to remove any and all pieces of said property at any time.

IN WITNESS WHEREOF the undersigned have caused these presents to be signed and sealed this 16th day of July, 1996.

Quincy M. Powers
Quincy M. Powers

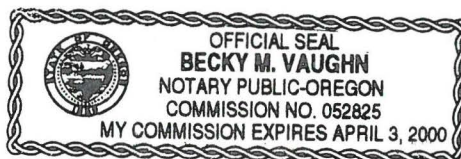
STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on the 16th day of July, by Quincy M. Powers.

Before me:

(SEAL)

Becky M. Vaughn
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 3, 2000



HOUSE TO STATE

1964-1965

1960

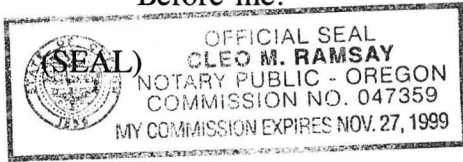
1960

Diana Evans
Diana Evans

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on the 25th day of June,
by Diana Evans.

Before me:

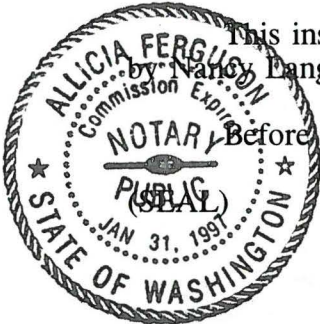


Cleo M. Ramsay
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/27/99

Nancy Langdon
Nancy Langdon

STATE OF WASHINGTON)
) ss.
County of King)

This instrument was acknowledged before me on the 8th day of July 1996,
by Nancy Langdon.



Before me:

Residing in:
Bellvue, WA

Alicia Ferguson Alicia Ferguson
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 1-31-97

Carolyn Powers Smith
Carolyn Powers Smith

STATE OF WASHINGTON)
) ss.
County of Whatcom)

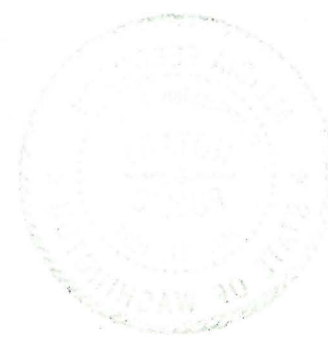
This instrument was acknowledged before me on the 10th day of July, 1996,
by Carolyn Powers Smith.



3 - GIFT DEED

H. Marie Tufts / H. Marie Tufts
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 3/26/2000





STATE OF OREGON 96-059135
CLACKAMAS COUNTY

Received and placed in the public
records of Clackamas County

RECEIPT# AND FEE: 40556 \$15.00

DATE AND TIME: 08/13/96 11:27 AM
JOHN KAUFFMAN, COUNTY CLERK



4

A G R E E M E N T

THIS AGREEMENT made between RUTH McBRIDE POWERS and OREGON CITY, a municipal corporation of the State of Oregon, hereinafter referred to as "Powers" and "City" respectively.

WHEREAS, Powers has been actively involved in the preservation and maintenance of historical buildings and residences in Oregon City, which activity City recognizes as a valuable enhancement of the City's position of historic and cultural significance, and

WHEREAS, Powers proposes to site and restore the Francis Ermatinger residence on property designated by the City, and

WHEREAS, Francis Ermatinger was a key official of the Hudson's Bay Company and his house has great historical and architectural significance,

NOW, THEREFORE, POWERS AGREES that she will expeditiously:

1. Move the Ermatinger House to a previously designated site on a portion of Lots 3 and 4, Block 63, OREGON CITY, being the Southeast corner of 6th and John Adams Streets.

2. Restore and maintain said house.

3. Make said house available for public inspection and tours in a manner similar to that of the McLoughlin and Barclay Houses.

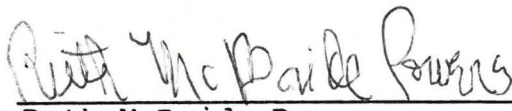
4. Provide adequate liability insurance indemnifying City from any financial responsibility arising out of the above uses.

CITY AGREES to:

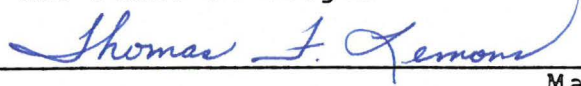
1. Permit the occupation and maintenance of the Ermatinger House at the above site indefinitely, subject to its continued existence as a historical facility open to the public.
2. Maintain appropriate landscaping for said house.
3. Allow for use of the public parking area on the block, by visitors to said house.

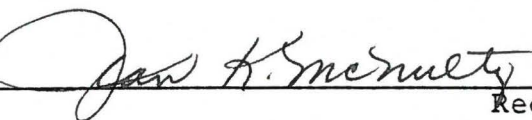
BOTH PARTIES RECOGNIZE AND AGREE that the Ermatinger House will eventually be owned and operated as a historic tourist facility by appropriate nonprofit agency which will assume Powers' above obligations. City reserves the right to approve the transfer of responsibility to insure that the house has proper care and is made available for its intended purpose of public display.

IN WITNESS WHEREOF, the parties have executed this agreement this 14 day of August, 1986.


Ruth McBride Powers

OREGON CITY, a municipal corporation
of the State of Oregon

By 
Mayor

By 
Recorder



CITY OF OREGON CITY
INCORPORATED 1844

COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

Item 1.

FOR AGENDA
DATED

August 14, 1986

Page 1 of 1

Subject: Agreement Between City of Oregon City and Ruth McBride Powers for Relocation of Francis Ermatinger House to City-Owned Property at Corner of 6th and John Adams Streets. Report No. 86-133

In June, the City Commission approved the use of City-owned property at 6th and John Adams Streets for the re-location and occupancy by the Francis Ermatinger House. The property is owned and being privately moved and restored by preservationist Ruth McBride Powers.

Following the meeting, the Planning Director and City Attorney were directed to prepare an agreement between the City of Oregon City and Ruth McBride Powers to specify responsibilities regarding the building and the property. Attached is an agreement that covers all of the pertinent concerns on the part of the City for the property and on the part of Ruth McBride Powers for the house.

NOEL J. KLEIN
City Manager

CMG:jkm
Attach.

cc: Planning Director
City Attorney

COMMISSION REPORT

REPORT OF THE COMMISSION ON THE STATE OF THE ECONOMY

The Commission on the State of the Economy was organized by the President of the United States in 1962. Its purpose was to study the economic conditions of the country and to recommend ways to improve them. The Commission has held many public hearings and has received many suggestions from the public. It has also conducted extensive research and has prepared this report.

In June, 1962, the Commission published its report on the state of the economy. The report was a landmark document in the history of the country. It was the first time that a commission of this kind had been organized by the President. The report was a comprehensive study of the economic conditions of the country and it was a landmark document in the history of the country.

The Commission's report was a landmark document in the history of the country. It was the first time that a commission of this kind had been organized by the President. The report was a comprehensive study of the economic conditions of the country and it was a landmark document in the history of the country.

PRESTON GATES & ELLIS
ATTORNEYS

FAX COVER SHEET

June 20, 1996

(Date)

To: Charles Leeson
(Individual)

From: Daniel H. Kearns

City of Oregon City
(Company)No. of Pages: 4
(Including Cover Page)

Re: # 26752-99999

503-657-7026
(Telecopy No.)503-657-0891
(Confirmation No.)

If you do not receive all of the pages, please contact:

Telecopy operator:

X Name: Dan Kearns
Ext.: 665

COMMENTS:

Re: Ermatinger House draft proposed gift deed

Charlie: Attached is the draft proposed gift deed that would convey the Ermatinger House to the city. The Recitals mention use restrictions, i.e., the house will remain a public structure for use by the public. The actual conveyance does not include any such restrictions, but reserves ownership of the furniture in the name of Dianna Evans. She can remove any or all pieces at any time. Please review this conveyance and give me a call. From what I know of your concerns, this conveyance appears to be acceptable. Thanks.

The information contained in this facsimile is confidential and may also be attorney privileged. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received the facsimile in error, please immediately notify us by a collect telephone call to (503) 228-3200, and return the original message to us via the U.S. Postal Service. Thank you.

A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

ANCHORAGE • COEUR D'ALENE • HONG KONG • LOS ANGELES • SEATTLE • SPOKANE • TACOMA • WASHINGTON, D.C.
3200 U.S. BANCORP TOWER 111 S.W. FIFTH AVENUE PORTLAND, OREGON 97204-3688 PHONE: (503) 228-3200 FACSIMILE: (503) 248-9

GARRETT, HEMANN
ROBERTSON, PAULUS
JENNINGS &
COMSTOCK, P.C.
ATTORNEYS AT LAW



MARK B. COMSTOCK
PAUL A. DAKOPOLOS
TAMMY M. DENNINGER
JAMES O. GARRETT
JOHN L. HEMANN
GEORGE M. JENNINGS
WILLIAM G. PAULUS
JOHN E. POLLINO*
JOSEPH D. ROBERTSON
CHES TRETHEWY
CLAIRE GIARONE TUNEAY**
THOMAS J. WETTLAUFER
BRUCE A. ZAGAR

COUNSEL TO THE FIRM
J. WALLACE GUTZLER

*ADMITTED IN OREGON
AND WASHINGTON
**LL.M. IN TAXATION

June 14, 1996

DAN KEARNS
Preston Gates & Ellis
Attorneys at Law
3200 S.W. Bancorp Tower
111 S.W. Fifth Avenue
Portland OR 97204-3688

Re: *Estate of Ruth M. Powers*
The Francis Ermatinger House and Oregon City
Our File No. 71666002

Dear Mr. Kearns:

I am now enclosing a draft of what I am calling a Gift Deed. It seems that the Ermatinger House is neither fish nor fowl. That is to say that it is a structure that can be removed from the real property and yet it has all the appearance of real property. I have put together the enclosed Gift Deed with an abundance of WHEREAS paragraphs that recite the history and intentions of the parties relative to the transaction, and assume upon proper recording that no title company is going to argue about it.

Please review the language and call me with any suggestions or additions that you may desire. I will then do a final document and circulate it among the devisees for their signature and we will be able to conclude this matter.

I presume that you have the city copy of the August 14, 1986 agreement. I am enclosing for your file a copy of the Letters Testamentary for the personal representative, a certified copy of the Petition for Abandonment by the Estate, as well as the Order of Abandonment signed by the Marion County Probate Court. If you wish any further documentation, please advise.

On behalf of the Estate, I wish to express my appreciation for your assistance in this matter.

Very truly yours,


James O. Garrett

JOG:vaf

Enclosures

c: Diana Evans

WILLAMETTE PROFESSIONAL CTR
1011 COMMERCIAL ST NE

MAILING ADDRESS
POST OFFICE BOX 749
SALEM, OREGON 97308-0749
(503) 581-1501
1-800-581-1501
1-800-801-9477
FAX
(503) 581-5891



PRESTON GATES & ELLIS
ATTORNEYS

DANIEL H. KEARNS
DIRECT LINE
(503) 226-5707

July 29, 1996

Mr. Charles Leeson
City Manager
City of Oregon City
320 Warner-Milne Road
P. O. Box 351
Oregon City, OR 97045-4000

96 AUG -2 AM 8:56
RECEIVED
CITY OF OREGON CITY

Re: Ermatinger House

Dear Charlie:

Enclosed for recording is the original, executed copy of the gift deed for the Ermatinger House, along with a cover letter from the attorney for the Ruth M. Powers estate and an inventory of the furniture and other property in the house. At this point, the city has the legal right to possession of the house.

Please review Mr. Garrett's letter and have the gift deed recorded. You should also contact the county tax assessor's office and have the ownership status of the house changed for property tax purposes. If you have any questions about any of this, please don't hesitate to call me.

Sincerely,

Daniel H. Kearns

DHK:dk
Enclosure

J:\DHK\26752-99 999\64L1M9.DOC

GARRETT, HEMANN
ROBERTSON, PAULUS
JENNINGS &
COMSTOCK, P.C.
ATTORNEYS AT LAW



MARK B. COMSTOCK
PAUL A. DAKOPOLOS
TAMMY M. DENTINGER
JAMES O. GARRETT
JOHN L. HEMANN
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WILLIAM G. PAULUS
JOHN E. POLLINO*
JOSEPH D. ROBERTSON
CHESS TRETHEWY
ELAINE CIAFARONE TUNZAT**
THOMAS J. WETTLAUFR
BRUCE A. ZAGAR

COUNSEL TO THE FIRM
J. WALLACE GUTZLER

*ADMITTED IN OREGON
AND WASHINGTON
**LL.M. IN TAXATION

July 23, 1996

DAN KEARNS
Preston Gates & Ellis
Attorneys at Law
3200 S.W. Bancorp Tower
111 S.W. Fifth Avenue
Portland OR 97204-3688

Re: *Estate of Ruth M. Powers*
The Francis Ermatinger House at Oregon City
Our File No. 71666002

Dear Mr. Kearns:

I am now delivering to you for recording, the duly executed Gift Deed for the Ermatinger House in Oregon City. Also, pursuant to your request, I am handing you an inventory of the contents of the Ermatinger House which was prepared for use in the Estate of Ruth M. Powers, Deceased. To my knowledge, it still is an accurate list of the contents of the house which now belong to Diana Evans.

I presume that you will now proceed to arrange for the recording of the Gift Deed. As far as the Estate is concerned, the City is now entitled to possession of the Ermatinger House. I will advise Mrs. Evans to contact the utilities and make arrangements for their transfer to the City of Oregon City. I presume that Mrs. Powers can deal directly with the City Manager, Mr. Charles Leeson, on these details.

Finally, the house itself has been under assessment for real property taxes, and now since title has transferred to the City and the house is in public ownership, the Clackamas County taxing authority should be put on notice and the property should be taken from the tax rolls. I presume that this is something that you would do. If not, please advise.

Very truly yours,

James O. Garrett

JOG:vaf
Enclosures

c: Diana Evans

WILLAMETTE PROFESSIONAL CTR
1011 COMMERCIAL ST NE

MAILING ADDRESS
POST OFFICE BOX 749
SALEM, OREGON 97308-0749
(503) 581-1501
1-800-581-1501
1-800-801-9477
FAX
(503) 581-5891

GARRETT, HEMANN
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*ADMITTED IN OREGON
AND WASHINGTON
**LL.M. IN TAXATION

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1011 COMMERCIAL ST NE

MAILING ADDRESS
POST OFFICE BOX 749
SALEM, OREGON 97308-0749
(503) 581-1501
1-800-581-1501
PORTLAND LINES:
(503) 295-2722
(503) 295-2725
FAX
(503) 581-5891

96 APR 22 PM 2:55

Item 1.

RECEIVED
CITY OF OREGON CITY

April 2, 1996

MR CHARLES LEESON
City Manager
City of Oregon City
P.O. Box 351
Oregon City OR 97045

Re: *Estate of Ruth M. Powers*
The Francis Ermatinger House
Our File No. 71666002

Dear Mr. Leeson:

Thank you for the opportunity to discuss the Francis Ermatinger House with you on Friday, March 29, 1996. As you know, the Ermatinger House was the property of Ruth McBride Powers and it was operated as a historical museum in cooperation with the City of Oregon City in that the City permitted Mrs. Powers to site the Ermatinger house on city property. As a result of Mrs. Power's decease and the administration of her estate, the disposition of the Ermatinger House is a matter that needs to be resolved.

I indicated to you that the family was interested in preserving the work of Ruth McBride Powers and would consent that, as a permanent solution, the family should gift the house to the City of Oregon City for the continued operation of the Ermatinger House as a pioneer museum.

You had some additional questions which I couldn't answer and I have now spoken with Diana Powers Evans, the personal representative for the Estate of Ruth McBride Powers.

The caretaker of the premises is Barbara Wilson. She resides in a small apartment in the house, rent free, which would include utilities. She keeps the house open from 10:00 a.m. to 4:00 p.m. every day except for one. However, the hours do change somewhat in the winter. She receives no salary. Her responsibility is to keep the house open at the hours indicated above, to conduct tours and collect a fee. The family has no commitment to the caretaker and the relationship could be terminated at will. However, the City may consider that for the short run at least, her continued presence solves a problem of security and continued operation of the house.

MR CHARLES LEESON

April 2, 1996

Page 2

Item 1.

With respect to the contents, I have explained to you that Ruth McBride Powers devised the contents of the house by her Will to her daughter, Diana Powers Evans. There are a few items that were specifically devised to others which will be removed from the premises; however, Diana advises me that she will replace them with similar items from other family locations. For the time being, Diana is willing to enter into an agreement with the City that in consideration for the City's security of the personal property and the continued viewing of the items in conjunction with the Ermatinger House for the general public, she would leave them on the premises without any expectation of rent.

I think these are the two items that we discussed. You indicated that you wanted to chat with the city attorney about the procedures for the City taking over the house. When you have done so, I would be pleased to work with the city attorney to put together the appropriate documents to accomplish the transfer.

I shall await your further word. Thank you very much.

Very truly yours,



James O. Garrett

JOG:vaf

c: Diana Evans



5-1-96

now directed to negotiate
acquisition & temporary use
of House. JE

COPY

Item 1.

A G R E E M E N T

THIS AGREEMENT made between RUTH McBRIDE POWERS and OREGON CITY, a municipal corporation of the State of Oregon, hereinafter referred to as "Powers" and "City" respectively.

WHEREAS, Powers has been actively involved in the preservation and maintenance of historical buildings and residences in Oregon City, which activity City recognizes as a valuable enhancement of the City's position of historic and cultural significance, and

WHEREAS, Powers proposes to site and restore the Francis Ermatinger residence on property designated by the City, and

WHEREAS, Francis Ermatinger was a key official of the Hudson's Bay Company and his house has great historical and architectural significance,

NOW, THEREFORE, POWERS AGREES that she will expeditiously:

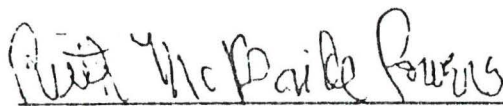
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2. Restore and maintain said house.
3. Make said house available for public inspection and tours in a manner similar to that of the McLoughlin and Barclay Houses.
4. Provide adequate liability insurance indemnifying City from any financial responsibility arising out of the above uses.

CITY AGREES to:

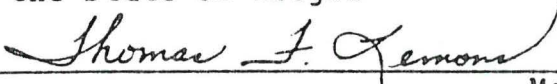
1. Permit the occupation and maintenance of the Ermatinger House at the above site indefinitely, subject to its continued existence as a historical facility open to the public.
2. Maintain appropriate landscaping for said house.
3. Allow for use of the public parking area on the block, by visitors to said house.

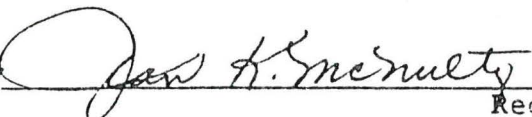
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IN WITNESS WHEREOF, the parties have executed this agreement this 14 day of August, 1986.


Ruth McBride Powers

OREGON CITY, a municipal corporation
of the State of Oregon

By 
Mayor

By 
Recorder

After recording, return to:
(File No. 71666002)

Until a change is requested, all tax
statements shall be sent to the following
address:

GIFT DEED

WHEREAS, OREGON CITY (hereinafter referred to as "City") is a municipal corporation of the State of Oregon, and

WHEREAS, by agreement dated the 14th day of August, 1986, by and between City and RUTH MC BRIDE POWERS (hereinafter referred to as "Powers") wherein RUTH MC BRIDE POWERS agreed to move a certain historical structure located in City known as the Ermatinger House unto property owned by City at the southeast corner of Sixth and John Adams Streets, being a portion of Lots 3 and 4, Block 63, Oregon City, Oregon; that RUTH MC BRIDE POWERS agreed to restore and maintain the house; make it available for public inspection and tours, and provide liability insurance indemnifying City from any financial responsibility arising out of its use, and

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WHEREAS, the parties have both fulfilled their obligations pursuant to the agreement and for a period of years the Ermatinger House has been on public display as a historical tourist facility and,

WHEREAS, Powers became deceased on January 26, 1995, and her Estate is being administered in probate in Marion County, Oregon: In the Matter of the Estate of Ruth McBride Powers, Deceased, Marion County Registry No. 95C 10422. Decedent's daughter, Diana Evans, was appointed personal representative, and

WHEREAS, the personal representative caused the Ermatinger House to be appraised by Ted Foster, a licensed asset and real estate appraiser in the State of Oregon, who appraised the structure and gave it a date of death value of \$1,000.00; and

WHEREAS, the personal representative petitioned the court for permission to abandon the Ermatinger House as a probate asset of the estate, which petition was granted by order of the court dated September 27, 1995, thereby vesting title in decedent's devisees as follows:

Quincy M. Powers, a son of the decedent, as to an undivided one-third interest

Diana Evans, a daughter of the decedent, as to an undivided one third interest

71666002\GIFT.DED\var
(061496:1143)

Carolyn Powers Smith and Nancy Langdon, granddaughters of the decedent, as to an undivided one-third interest.

The devisees are now the owners and holders of all of the right, title and interest of Powers in and to the Ermatinger House; and

WHEREAS, none of the devisees live in and about City; and

WHEREAS, it is the wish of the Powers family that the historic preservation of Powers be continued and maintained for the public use and appreciation as a pioneer heritage of the people of the State of Oregon, and to that end the devisees have agreed to give the Ermatinger House to the City in consideration for the agreement of City to continue to preserve, maintain and occupy the Ermatinger House as a public structure for use by the public from this day forward.

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby convey unto Oregon City, a municipal corporation of the State of Oregon, all of their right, title and interest in and to that certain historical structure known as the Ermatinger House and located on City property described as a portion of Lots 3 and 4, Block 63, Oregon City, Oregon, effective the date hereof and subject only to the following proviso:

On the death of Powers, the Ermatinger House was furnished with pioneer antiques owned by Powers which were made available by Powers to enhance the pioneer museum experience for the public. By Last Will and Testament of Powers, the antiques vest in decedent's daughter, Diana Evans. The gift evidenced by this document is subject to and made with the understanding that the antique furnishings located in the Ermatinger House remain the property of Diana Evans and she shall have the right and discretion to remove any and all pieces of said property at any time.

IN WITNESS WHEREOF the undersigned have caused these presents to be signed and sealed this _____ day of _____, 1996.

Quincy M. Powers

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on the _____ day of _____, by Quincy M. Powers.

Before me:

(SEAL)

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

term 1yr

name listed

ful HVAC

30th 250 month

insurance, contracts
WORKERS comp.

REGULAR MEETING

Oregon City, Oregon, June 4, 1986

A regular meeting of the City Commission was held in the Commission Chambers of City Hall on the above date at 8:00 p.m.

Roll call showed the following present:

Mayor Thomas F. Lemons	Noel J. Klein, City Manager
Commissioner Suzanne VanOrman	Jean K. McNulty, City Recorder
Commissioner Donald G. Andersen	John C. Anicker, City Attorney
Commissioner Ronald D. Thom	
Commissioner Kenneth M. Mitchell	

It was moved by VanOrman, seconded by Mitchell, to approve the minutes of May 15 and 21, 1986, as published.

Roll call: Thom, Aye; Mitchell, Aye; VanOrman, Aye; Lemons, Aye.
Commissioner Andersen not in attendance as yet.

This was the opportunity for citizens to present items for Commission consideration on future agendas. There was no audience nor Commission input.

Mayor Lemons presented Employee Service Awards to Alfred G. Cooke, Fire Lieutenant, 20 years; and, Sheryl L. Davis, Sr. Accounting Clerk, 5 years.

Bonus to Brokers awards were presented to: 1) Jerry Christiansen (\$1,000) of Interstate Commercial and Investment Realty, 700 N. Hayden Island Drive, Portland for assisting in the relocation of Sullivan's Dry Cleaners to 19195 Molalla Avenue; 2) Robert w. Hoag (\$1,000) of Center Line International, Inc., 516 SE Morrison Street, Portland, for assisting BP Maintenance and Management in locating their business in the City; and, 3) Dean Nichols (\$2,000), NB Properties for locating the Prime Cut Meat Market Restaurant in Oregon City.

Marilyn Kathrein, Clackamas County Historical Society, addressed the Commission presenting a status report on the progress of construction of the Clackamas County Historical Museum. She noted the Museum being 60 percent completed and is being constructed on a pay-as-you-go basis. The total cost of the project estimated at \$867,000 with \$567,000 spent and \$300,000 needed along with \$100,000 needed for the first year of operation.

Commissioner Andersen joined the meeting at 8:17 p.m.

general discussion was held regarding the City wanting to assist and whether other cities were being asked and were being helpful in the process. Mrs. Kathrein noted that other cities were not contributing to any degree and that a greater emphasis was going to be put forth to gain their assistance.

Manager's Report No. 86-82, Request for Revision and Expansion of Planned Development on Property at 18721 and 18791 Central Point Road - Public Hearing, was presented. The report noted that at its May 7, 1986 meeting, the City Commission referred to the Planning Commission a request for revision and expansion of planned development for property at 18721 Central Point Road and 18791 Central Point Road. The request was submitted by Steven E. Auenson, Darrel Wallace and Douglas Hoeye, for the purpose of constructing 24 apartment units at the Fernwood Court Apartments and adjacent vacant property.

ORDINANCE NO. 86-1011

AN ORDINANCE AMENDING TITLE X: TRAFFIC, CHAPTER 2: PARKING AND PEDESTRIAN REGULATIONS AND IMPOUNDMENT OF VEHICLES, SECTION 2: PARKING TIME LIMITS, OF THE 1963 CITY CODE, BY ADDING SUBSECTION (D)

OREGON CITY DOES ORDAIN AS FOLLOWS:

That Title X: TRAFFIC, Chapter 2: PARKING AND PEDESTRIAN REGULATIONS AND IMPOUNDMENT OF VEHICLES, Section 2: PARKING TIME LIMITS, of the 1963 City Code, be and the same is hereby amended by adding subsection (D), to read as follows:

10-2-2: PARKING TIME LIMITS

(D) A separate violation occurs upon the expiration of each successive maximum period of the designated time limit.

Read first time at a regular meeting of the City Commission held on the 4th day of June, 1986, and the foregoing ordinance was finally enacted by the City Commission this 4th day of June, 1986.

/s/ Jean K. McNulty
JEAN K. McNULTY, City Recorder

ATTESTED this 4th day of June, 1986.

/s/ Thomas F. Lemons
THOMAS F. LEMONS, Mayor

Manager's Report No. 86-84, Ermatinger House - Relocation was presented. The report noted that the Francis Ermatinger House at 1018 Center Street has been purchased and is proposed for major restoration by Ruth McBride Powers. Listed in the National Register of Historic Places, the Ermatinger House is the oldest house in Oregon City (built in 1845) and the third-oldest house in the state of Oregon. Ermatinger was a chief trader for the Hudson's Bay Company and a close associate of Dr. John McLoughlin. He was the first British subject to hold public office in the Oregon provisional government of 1845. It is clearly one of Oregon City's most important historic buildings, due to age, historical association, and architecture.

The report continued that the house was moved in 1910 from its original downtown Oregon City location (where the Elks Club now sits) and is in poor condition. There is no historical significance to its location near the railroad tracks between the Stokes Building and the Oregon City Retirement Home. The existing location has accessibility problems, given its "tucked-away" hillside location and lack of off-street parking.

At its April 23, 1986 meeting, the City Commission considered a proposal by Ruth Powers to purchase, restore and furnish the house, provided that it could be moved to a suitable location in terms of historical context, distance, and accessibility. The decision was made to locate the house on Block 62, near the Oregon City Senior Center, to provide a compatible and secure location in the McLoughlin Conservation District in close proximity to many other historic buildings and museums, including the McLoughlin House. In the City Commission discussion, the second-choice site was the City-owned vacant property at 6th and John Adams, formerly occupied by the Joseph Hedges House, once used as the City's police station.

Following the April 23rd meeting, opposition to the relocation onto Block 62 was raised by patrons of the Oregon City Senior Center and some residents of the McLoughlin Neighborhood. Opposition focused on the loss of open space and the negative aspects of the view of the rear of the house from the multi-purpose room at the Senior Center. As a result, Mrs. Powers requested that the house be located at the second-choice site at the corner of 6th and John Adams, which is flat and grass-covered.

This location provides the same amenities as does the Block 62 site:

1. Public ownership of the land helps assure preservation of the house for posterity. The proposal is similar to the existing arrangement for the McLoughlin and Barclay Houses, which sit on public park property but are privately owned, operated and maintained. Public ownership of the land would continue under this request. The house would be privately owned, operated, maintained and insured for liability, as are the McLoughlin and Barclay Houses.

2. The close proximity of the McLoughlin House, Historical Society, Trail Center, Mertie Stevens House, Barclay House, etc. provides the type of "like-facilities" that need to be nearby for economic feasibility of house museums, i.e. the greater the number of uses, the greater the attraction and the greater the draw/support.

3. The moving costs will be reasonable, since the greater distance of moving a building, the greater the cost.

4. The house will remain in the historic context of the McLoughlin Neighborhood, which is necessary for its continued National Register listing.

5. Available nearby parking is important to use of the house.

Concerns for parking in the area have been raised, primarily in relation to public use of the library. In an attempt to create additional parking and also resolve other parking concerns, the 6th and John Adams site has been examined by Planning, Fire and Library staff. The attached site plan illustrates the location of the house, other uses on the block, and the current parking lot layout.

The following conclusions have been reached.

1. The entire grassy area, which has 70.5 feet of frontage on 6th Street and 62.5 feet of frontage on John Adams Street, is necessary for the house. The site totals 4,406.25 square feet, and will provide the minimum "green space" around the Ermatinger House. The house will face 6th Street, for reasons of visibility and compatibility with the Mertie Stevens House at the corner of 6th and Washington.

2. Additional parking cannot be gained by locating the house closer to John Adams Street, due to the minimum space needed for another row of parking along the 6th Street driveway. At the most, only five more feet could be gained by adjusting the location of the house and still provide a suitable site.

3. The Library Director's parking concerns are as follows:

- More short-term designated parking is needed in this area, since many all-day parkers use the streets. A particular problem is 6th Street between Washington and John Adams, which is recommended to be designated "2-Hour Parking":

(A) 6th Street: From Washington to Jefferson, both sides.

(B) John Adams: From 5th Street to 7th Street, excluding that section directly in front of the Library (30-minute parking).

NOTE: The telephone booth at the corner of 6th and John Adams will probably need to be relocated, and the Library Director recommends putting it at the southwest corner of the Library block.

4. Fire Department parking concerns are as follows:

- Shift changes result in 16 personal vehicles on the lot at given times. Movement of vehicles during shifts is undesirable.
- The area directly behind the Fire Station is used for fire emergency vehicles and engine training area.
- Department personnel prefer to park their vehicles along the 6th Street driveway area, so that their cars are most visible from the dormitory windows during the night, for security reasons. Therefore, this area should ideally be marked for staff use.

5. Removal/relocation of the gas pump is impractical, since this would result in great expense and/or total dependence on the pumps at the City Shops with insufficient fuel supplies. Additionally, the pump in this area can operate on the Fire Station's emergency generator, in the event of a power failure.

6. The parking lot needs to be re-striped and directional arrows re-painted to avoid the confusion as to entrance and exit points.

The attached parking map illustrates the revisions to meet Fire and Library concerns.

The issue of public fees related to the private moving of the house has also been raised. The City Commission should note that all City fees were waived for the construction (in progress) of the new Clackamas County Museum of History. Given the substantial private costs of purchase, moving and restoration of the Ermatinger House, it is appropriate and timely to consider a similar waiving of fees:

- Moving Permit Fee: \$150.00
- Building Permit Fees: \$508.69
- Sewer Connection Fee: \$1,725.00
(re-use, in effect, of the Hedges House connection)
- Water Connection Fee: \$500.00

All utility construction costs would be borne by Mrs. Powers. This proposal would only waive City permit-related fees.

The 6th and John Adams site is suitable for this type of use. Placement of the house here would preclude future expansion of fire facilities towards 6th Street although such expansion is unlikely to occur in the foreseeable future. Operating concerns of Library and Fire Department staff have been addressed.

It was moved by Mitchell, seconded by Andersen, that the motion to place the Francis Ermatinger House on Block 62 is hereby rescinded and authorization is hereby given to site the House on City-owned property at the corner of 6th and John Adams Streets with a waiver of all City permit and connection fees associated with moving and restoring the House at this site.

Roll call: Thom, Aye; Andersen, Aye; Mitchell, Aye; VanOrman, Aye; Lemons, Aye.

Manager's Report No. 86-85, Proposed Senior Center Rental Rates was presented. The report noted that at its November 3, 1982 meeting, the City Commission approved "Operations and Use Manuals" for the Senior Center and Municipal Swimming Pool and Community Room. Subsequently, a "Facilities Use Request Form" was prepared which included a rental rate schedule for use of City of Oregon City facilities. The rate schedule made a distinction between small groups (less than 25) and large groups (more than 25) and divided the groups into Categories 1 through 5 dependant upon whether they were profit, non-profit, fundraising, etc.

The report continued that during deliberation of the 1986-87 budget, the Budget Committee requested that charges for City services provide for a differential between resident and non-resident.

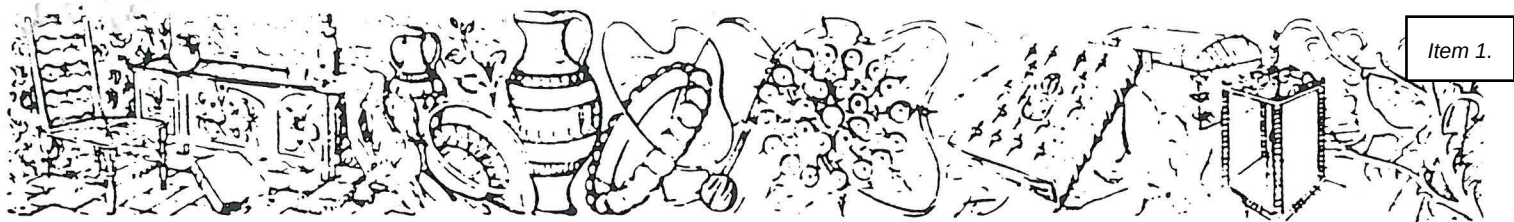
At the May 7, 1986 meeting, the City Commission was presented a proposed rate schedule for the Senior Center which reduced the categories from five to four ... provided for a \$50 deposit from which deductions for damages, time over the rental period and not leaving the premises clean could be deducted...provided that a local non-profit organization using the facility and kitchen for a fundraising meal pay \$20 per hour as opposed to the current \$35...a resident using the facility for a wedding reception pay \$15 an hour, non-resident pay \$30 per hour as opposed to the current \$10 per hour...an athletic or school function pay \$10 per hour as opposed to the current \$5. Concerns were expressed regarding the rates for profit making organizations being cost restrictive with the Commission wanting a break for civic groups; therefore, the proposed rate schedule was rejected with staff directed to provide these revisions.

On the June 4, 1986 agenda, there was a revised proposed rental rate schedule which addressed these concerns. Rates for profit making organizations are substantially reduced; civic groups are charged the lowest rate; and, rental categories have been reduced from five to three thereby simplifying the rate schedule. The proposed schedule also provides for a \$50 deposit for damages, time over the rental period and not leaving the premises clean.

Under this proposed rate schedule, a local civic organization using both the facility and kitchen for a fundraising dinner would pay \$20 per hour as opposed to the current \$35...a resident profit making organization using the kitchen pay \$30 per hour as opposed to \$60...a resident renting the facility without use of the kitchen for a wedding reception pay \$17 per hour; under the current schedule the rate has been \$10 per hour, covering only wages and overhead but not administrative costs.

The report concluded that in general, the proposed rate schedule reduces rates for profit making individuals and organizations, simplifies the rate schedule and ensures that the City can provide this service without incurring costs greater than revenues generated.

Attached was information entitled "Supplementary Information to Senior Center Rental Rate Proposal" as compiled by Senior Center staff to assist the Commission.



Cynthia R. Day
Antiques Bought
& Sold

ET CETERA ANTIQUES

April 2, 1995

Antique
Appraisals
Estate Sales
581-9850

Copies

Estate appraisal for
Diane Evans

Re: Estate of Ruth Powers
Ermatinger House,
Personal Property

Pr. wall candle sconces with two arms each, brass, cupid head decoration, ca. 1880	85.00 pr.
Metal gilt wall fixture sconce with torch form arms, opalescent shades, ca. 1880	80.00
Upholstered pad foot cabriole leg wing chair	400.00
Japanese lacquer pillow box, hand painted decoration is worn	150.00
Makah (Washington) indian covered small round basket, ca. 1930	50.00
Autograph album, ca. 1900	30.00
Empire hunt table, ca. 1830	750.00
Japanese lacquer next three tables, hand painted with decorations of iris, ca. 1880	260.00 set
Chinese red lacquer box, approx. 3" x 4", ca. 1900	20.00
Two empire chairs with upholstered seats with cut out slats, ca. 1830 @ \$150	300.00
Footed blue and white Japanese pottery jardiniere	85.00
Pr. brass candlesticks	50.00 pr.
Quan Yin blanc de chine figure, ca. 1900	35.00
Pr. Empire with serpentine crest and slat backs, cabriole legs, ca. 1830 @ \$200	400.00

Novelty rattle, burl wood knot with nuts inside, narrow openings in knot seem to preclude impossibility of nuts being deposited inside	50.00
Burl walnut Empire mirror	150.00
Burl walnut butler's desk with drawers, Empire style with side columinar decoration	1800.00
Two Bloor Derby plates, one mended	mended - \$5.00
	good condition - \$40 45.00
Two Pakistani modern rugs, approx. 5' x 7' @\$300	600.00
Victorian couch, fluted and tufted cover, oval back, ca. 1850	1500.00
Blue and white Japanese jardinere, approx. 8" x 9"	70.00
Oil painting, portrait of John McGloughlin, ca. 1880	500.00
Sheraton style card table, hinged top with inlay, needs restoration, ca. 1820	450.00
German china inkwell set with pen holder and inkwell on tray, ca. 1890	45.00
Two chairs with oval backs with carved sections, cabriole legs, ca. 1830	@\$200 400.00
Demilune hall table, Sheraton style, ca. 1840	800.00
Front hall rug, Pakistani approx. 4' x 6'	250.00
Worn old Pakistani 3' x 6' Pakistani rug	50.00
Dry sink constructed of fir, two doors below, ca. 1900	250.00
Three arrow-back plank seat chairs, ca. 1880	@\$75 225.00
Cast iron hat and coat stand with umbrella section and pan, ca. 1865, 7 hooks	750.00
Refractory table, square with block and ball legs, ca. 1920	150.00
Small four-bottle castor set	45.00
Powder horn, primitive, plain horn	35.00

Twelve mold candle mold, tin	75.00
Three old pans	30.00
Wooden bowl	35.00
Tin wash board	40.00
Rockingham pottery pitcher	45.00
Four crocks	40.00
Cast iron mirror	35.00
Wash bench	40.00
Pacific Stoneware crock	25.00
Woven modern handled basket	20.00
Cast iron stove, patented April 20, 1861	800.00
Wooden ox bar	30.00
Two English oak rush seated chairs with scalloped crests, five spindles each, ca. 1800 @\$150	300.00
Copper tea kettle	30.00
Duncan Phyfe style game table, hinged top	175.00
Two English majolica green leaf plates @\$35	70.00
Jackfield pottery cheese keeper, black with handpainted flowers, ca. 1840, English	300.00
Royal Crown Derby blue and white lace edge plate	35.00
Rose Medallion plate, Chinese	30.00
Chinese blue and white vase	25.00
Collection tea and chocolate pots	150.00
Framed fruit painting	45.00
Two side tables, plain with one drawer each, maple, ca. 1840, American @\$200	400.00

Regency style swag and plume top mirror	275.00
Inlaid English sideboard, Sheraton, walnut veneer, ca. 1840	450.00
Pr. brass wall sconces with double candleholders, Dutch, ca. 1840	200.00
Empire chairs with plain splats, set for 8	950.00 set
Cherry dining table, ca. 1850	600.00
Cast iron Perrine heater, cast iron, ca. 1870	500.00
Worn Persian rug, approx. 9 x 12'	50.00
Three tier serving table, ca. 1920	175.00
Hammadan Oriental runner, approx. 14' x 4', five medallions, three borders, blue and red, medium wear, ca. 1920	750.00
Empire drop front desk with black finish and brass inlay, gilt bronze mounts, some brass trim missing and in need of repair; drop front needs repair, ca. 1870	500.00
Little desk chair, ca. 1880	100.00
Southern pine chest of drawers with mahogany veneer, heavy carved posts, mother of pearl inlay in decorates center of pulls, ca. 1840	900.00
Pr. Staffordshire dogs	150.00
Brass music stand	125.00
Victorian library table, one drawer	400.00
Two Empire side chairs, ca. 1830 @\$150	300.00
Two Victorian oval back chairs, upholstered seats and backs, serpentine legs, ca. 1870 @\$200	400.00
Tunbridgeware writing box, English, ca. 1880	125.00
Fern stand	85.00
Pair Staffordshire dogs, glass eyes	175.00 pr.

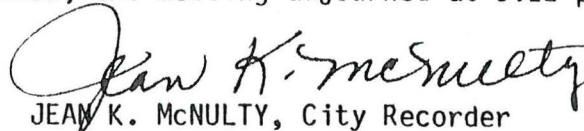
Chinese basket with teapot and two cups	65.00
Pakistani rug 4' x 6' modern	300.00
Hammadan modern rug, 4' x 6' blue field	300.00
East Bedroom	
Tester bed, ca. 1940, reproduction	750.00
Two oval inlaid reproduction tables	@\$75 150.00
Victorian black and gold side chair	50.00
Southern dressing table late Sheraton to Empire period with mounted rectangular mirror supported by carved and gilded mounts, heavily carved pineapple form legs, ca. 1820	1800.00
Brass candleholder	50.00
Towel rack	75.00
Walnut Victorian tea table	300.00
Victorian dresser with swing mirror in Eastlake design and period	500.00
Four-fold Art Nouveau floor screen with tapestry cover, ca. 1920	800.00
New Afgan oriental rug, rust, tan and white, approx. 8' x 10'	300.00
Mended pitcher and bowl set	25.00
Afghan rug, beige and black, modern, approx. 4' x 6'	300.00
Pair Stourbridge vases, English, green stripes, pink flowers	80.00 pr.
Hall	
Hammadan rug, approx. 4' x 7', quite worn	30.00
Viennese chair, cane seat, spool back	65.00
Painting of Mount Hood	100.00

Foot warmer, brown pottery	35.00
New Pakistani rug, 3' x 5'	300.00
New Afghan rug 3' x 5'	400.00
West Bedroom	
Pine lift top commode	400.00
Pitcher and bowl set, Oriental pattern, mended	50.00
Victorian oak tea table, round tilt top	250.00
Pr. brass candleholders	85.00
Brass chamber stick	75.00
Iron table mirror with steel decor, Baachus head	65.00
Tilt top candlestand	250.00
Hide covered trunk, worn	190.00
Afshar rug, approx. 8' x 10'	600.00
Jenny Lind spool bed	300.00
New brass chamber stick	30.00
Worn cover footstool	40.00
Empire mahogany chair with lyre-shaped slat back, ca. 1830	150.00
English Sheraton drop leaf tea table	400.00
Rope bed	275.00
Fir wardrobe, two doors, drawer in base	475.00
Empire walnut plank seat chair	180.00
Blue pitcher and bowl set	180.00
Empire spool walnut mirror	195.00
Table top writing desk	250.00
Brass chamberstick, swinging candleholder	150.00

Empire one door cabinet with lion-shaped feet	300.00
Child's spool crib	275.00
Blue and white woven coverlet, Jefferson Co., N.Y., Hall, 1841	350.00
Maple rocker	100.00
Three-drawer chest	175.00
Green painted spool rocker	150.00
Collapsible wicker and wood crib	300.00

Item 1.

There being no further business, the meeting adjourned at 9:12 p.m.


JEAN K. McNULTY, City Recorder

SPECIAL MEETING

Oregon City, Oregon, April 23, 1986

A special meeting of the City Commission was held in the Commission Chambers of City Hall on the above date at 7:00 p.m.

Roll call showed the following present:

Mayor Thomas F. Lemons	Noel J. Klein, City Manager
Commissioner Donald G. Andersen	Jean K. McNulty, City Recorder
Commissioner Ronald D. Thom	John C. Anicker, City Attorney
Commissioner Kenneth M. Mitchell	

Mayor Lemons opened the meeting and announced the purpose was Commission consideration of historic building relocation to Block 62. He then called on Cathy Galbraith, Planning Director to address the Commission. She outlined to the Commission and the audience the following contents of a memorandum dated April 18, 1986 that had been presented to the Commission prior to the meeting. The memorandum noted that the Francis Ermatinger House at 1018 Center Street was proposed for purchase and major restoration by Ruth McBride Powers. Listed in the National Register of Historic Places, the Ermatinger House is the oldest house in Oregon City (built 1845) and the third-oldest house in the state of Oregon. Ermatinger was a chief trader for the Hudson's Bay Company and a close associate of Dr. John McLoughlin. He was the first British subject to hold public office the Oregon provisional government of 1845. It is clearly one of Oregon City's most important historic buildings, due to age, historical association, and architecture.

The house was moved in 1910 from its original downtown Oregon City location (where the Elks Club now sits) and is in poor condition. There is no historical significance to its location near the railroad tracks between the Stokes Building and the Oregon City Retirement Home. The existing location has accessibility problems, given its "tucked-away" hillside location and lack of off-street parking.

Mrs. Ruth McBride Powers has proposed to purchase, restore and furnish the house, provided that it can be moved to a suitable location in terms of historical context, distance, and accessibility. After examining vacant, available locations in the vicinity, a request is being made for the Ermatinger House to be moved to 6th and John Adams Streets on Block 62, half of which is occupied by the Oregon City Senior Center.

The report continued that Block 62 was donated to Oregon City in the early 1970's by the Ralph and Adolph Jacobs Foundation, for "civic, cultural, and recreational use." Block 62 would provide the house a compatible and secure location in the McLoughlin Conservation District in close proximity to many other historic buildings and museums, including the McLoughlin House.

Following restoration, the house will provide an additional major tourist attraction. It is clearly one of Oregon City's most important historic buildings, in spite of its current condition. Additionally, Mrs. Powers has agreed to donate the lot where the Ermatinger House now sits to the City, with no restrictions as to use.

The house is proposed to be located on the vacant, grass-covered portion of Block 62, near 6th and John Adams, without disturbing the Jacobs Memorial at the corner. The one-half block of Block 62 was occupied by seven houses until 1974, when they were removed by the City for eventual construction of the Senior Center (the one-half block where the Senior Center is located was a ballfield).

The Block 62 location for the Ermatinger House provides the following amenities:

1. There is no legal restriction against this proposal as long as the park property stays in public ownership and use and the house is used for "civic, cultural and recreational" purposes.
2. Public ownership of the land helps assure preservation of the house for prosperity. The proposal is similar to the existing arrangement for the McLoughlin and Barclay Houses, which sit on public park property but are privately owned, operated and maintained. Public ownership of the Block 62 land would continue under this request. The house would be privately owned, operated, maintained and insured for liability, as are the McLoughlin and Barclay Houses.
3. The close proximity of the McLoughlin House, Historical Society, Trail Center, Mertie Stevens House, Barclay House, etc. provides the type of "like-facilities" that need to be nearby for economic feasibility of house-museums, i.e. the greater the number of uses, the greater the attraction and the greater the draw/support.
4. The moving costs will be reasonable, since the greater the distance of moving a building, the greater the cost.
5. The house will remain in the historic context of the McLoughlin Neighborhood, which is necessary for its continued National Register listing.
6. Available nearby parking is important to use of the house.

The following concerns have been considered.

1. Senior Center opposition due to obstruction of views. The location of the house away from the corner of 6th and John Adams eliminates view obstruction from the lounge and a good portion of the main room.
2. Senior Center opposition to any occupancy of the block. The entire block was never presumed to be for the use of the Senior Center operation. The current open space is little used.
3. Atkinson Church members concern for obstruction of the church. Again, the location of the house away from the corner eliminates any church visibility problems from Washington Street or elsewhere nearby.

The following issues should be carefully considered:

1. All costs of the project, and they are substantial (house acquisition, moving, foundation, restoration) will be borne by the owner. The result will be the restoration, enjoyment and assured future preservation of one of Oregon City's and Oregon's oldest and most important historic buildings.
2. The house will be operated as a house-museum by a private non-profit group, as is the McLoughlin House, etc. The City assumes no liability nor costs under this arrangement. Maintenance and liability insurance should be required by the City in any permits it issues.
3. The City will be given the property where the Ermatinger House currently sits, if it is desired.

In summary, the proposal is a unique opportunity for a partnership to achieve the restoration of one of Oregon City's and Oregon's most important buildings, at little cost to the City and the public in general. Another tourism attraction can be gained by this generous proposal where, in essence, everyone is a winner!

Location maps and copies of photos of the house were attached. Mrs. Powers and/or her representative were in attendance at the meeting.

Additional Historical Information:

The Francis Ermatinger House is one of the oldest houses in Oregon and the only two-story Federal-styled house originally built with a flat roof. Francis Ermatinger, the owner, was a powerful and influential figure in early Oregon history. He was a chief trader for the Hudson's Bay Company, he was in charge of Fort Boise and Fort Hall and managed the Hudson's Bay Company in Oregon, and he was the first British subject to hold public office in the Oregon Provisional Government in 1845.

Francis Ermatinger was born in Portugal in 1798 and was educated in England. He entered the service of the Hudson's Bay Company in 1818 in England and worked at York Factory on Hudson Bay until 1825 when he came to the Oregon Territory to work for McLoughlin at Fort Vancouver. He was placed in charge of trade with the Flat Head Indians in the 1830's and from 1838 to 1842 was in charge of Fort Hall and Fort Boise. In 1841, Ermatinger married Catherine Sinclair, who was Mrs. John McLoughlin's granddaughter. In 1842 he was promoted to Chief Trader and from 184 to 1846 managed the Hudson's Bay Company Store in Oregon City. When British subjects were given the right to vote and hold office in the Oregon Provisional Government in 1845, Ermatinger ran against incumbent Philip Foster and was elected Treasurer. In 1846 he visited England where he was transferred to York Factory by Governor Simpson of the Hudson's Bay Company. He died in Ontario, Canada in 1858.

Additionally, the house is reputed to be the location of the famous "coin toss" between Asa Lovejoy and Francis Pettygrove that determined the name of the city of Portland.

Other Sites

A number of other sites were considered prior to determining the Block 62 site. Criteria for location are as follows:

1. McLoughlin Neighborhood.
2. Reasonably close proximity to the other primary historic tourism attractions.
3. Availability of parking on-site or nearby.
4. Reasonably good visibility and access.
5. Would not remove required parking for a business.
7. Would not remove another building (business or residence).

Sites Considered:

1. Barclay Park - 11th and John Adams: Good site in terms of under-use as a park, aesthetics. Poor in terms of distance from other museum facilities, difficult walk up and down Washington Street, difficult to easily locate. Would require parking lot.

2. Senior Citizen's Park - 6th and Jefferson: Good site in terms of under-use as a park. Good in terms of distance from other museum facilities and easy to locate. Poor in terms of size, lack of parking. Would require expensive relocation of the restrooms by the City.
3. 8th and Washington - Vacant Site: Good visibility and distance from other facilities. Poor in terms of difficulty and expense of acquisition and partitioning of a portion of the site, affecting marketability of the remainder. Extremely poor aesthetics.
4. 8th and John Adams - Vacant Lots: Reduced visibility, good in terms of distance from other facilities. Poor in terms of difficulty and expense of acquisition and partitioning. Poor aesthetics.
5. Parking Lot at 6th and Center: Provides required parking for adjacent uses.
6. Parking Lot at 7th and Washington: Provides required and needed parking for adjacent commercial uses. Extremely poor aesthetics.
7. Site of Former Police Station - 6th and John Adams: Good visibility, distance, easy to locate. Major difficulty due to plans for future new fire station.
8. Latourette Park - Historical Society Museum Property: The site is already inadequate in terms of parking for the new museum and cannot provide space for another building.

She concluded her report to the Commission by noting that the McLoughlin Neighborhood is densely built with few available and suitable properties. She then provided a slide presentation which showed views of the Ermatinger House in its present location and showed views of the variety of locations mentioned in the memorandum. Questions were asked of her with regard to the restoration itself; needed yard setbacks; the draw for tourists; and parking.

Edythe Moss, 10205 S. New Era Road, Canby, addressed the Commission noting that she is President of the McLoughlin Association, First vice-President of the Clackamas County Historical Society, Secretary to the Rose Farm Management Committee, and representative of Mrs. Powers. She noted that Mrs. Powers was interested in purchasing the house for an historical home as she has done in many other instances throughout Oregon City and the state of Oregon. She noted that locating the house on Block 62 would provide the Seniors with an enriched view of a refurbished home. She concluded by noting the achievements of the citizens of Leavenworth, Washington, in creating a major tourist attraction with a cooperative citizen/local government effort.

Ella Lipp, 113 Jersey, addressed the Commission noting that she was a member of the Senior Center Advisory Board, and that the Board objected to the house being located on Block 62 because of the need to preserve the open, green space; the view from the Main Room of the Senior Center would be adversely affected; the Seniors plans for use of the area in the development of a recreational area in the open space; the construction of the house not being compatible with the construction of the Senior Center; inadequate parking; and, locating the house on Block 62 would preclude another use at a later date. She listed alternate locations and the advantages of them. General discussion was held regarding the alternate locations. Commissioner Mitchell noted the stark, block style of the house being more compatible with the 6th and Jefferson location.

Jane Green Brewer, 415 Jefferson, addressed the Commission and provided a review of the history of the Senior Center and the historical significance of the McLoughlin Neighborhood and provided a drama of events that could cause traffic congestion and parking problems with the proposed Block 62 location.

After a lengthy discussion regarding the proposed location and alternate locations, it was moved by Thom, seconded by Andersen, that the project be adopted as suggested by staff. Each Commission member presented thoughts relevant to the Block 62 site and the 6th and Jefferson site. Commissioner Mitchell noted again the stark, box style not being compatible with Block 62 and that the Senior Center attendees objected to that location.

Roll call: Thom, Aye; Andersen, Aye; Mitchell, Nay; Lemons, Aye.

With no further business, the meeting adjourned at 8:15 p.m.


JEAN K. McNULTY, City Recorder

REGULAR MEETING

Oregon City, Oregon, May 5, 1986

A regular meeting of the City Commission was held in the Commission Chambers of City Hall on the above date at 8:00 p.m.

Roll call showed the following present:

Mayor Thomas F. Lemons	Noel J. Klein, City Manager
Commissioner Suzanne VanOrman	Jean K. McNulty, City Recorder
Commissioner Donald G. Andersen	John C. Anicker, City Attorney
Commissioner Ronald D. Thom	
Commissioner Kenneth M. Mitchell	

It was moved by Andersen, seconded by Thom, to approve the minutes of April 10 and 23, 1986, as published.

Roll call: Mitchell, Aye; VanOrman, Aye; Thom, Aye; Andersen, Aye; Lemons, Aye.

The City Recorder advised the Commission that that within the minutes for the February 13, 1986 meeting on Page 51 of the 1986 book of Commission minutes, Manager's Report No. 86-36 was a repeat of Manager's Report No. 86-35. This has been corrected. It was moved by Thom, seconded by VanOrman, to approve the corrected minutes of February 13, 1986 on Page 51.

Roll call: VanOrman, Aye; Thom, Aye; Andersen, Aye; Mitchell, Aye; Lemons, Aye.

This was the opportunity for citizens to present items for Commission consideration on future agendas. Commissioner Andersen requested a report on the financial status of the Clackamas County Historical Museum, this will be for the June 4, 1986 agenda; Commissioner Mitchell requested an update regarding the selection of a site other than Block 62 for relocation of the Ermatinger House. The Manager explained that Mrs. Powers was now reluctant to relocate the house on Block 62 and now preferred the site at 6th and John Adams. This will be presented to the Commission on June 4, 1986 for a motion. There was no audience input.

A Certificate of Service was presented to Officer William P. Blanchard of the Police Department for ten years of service.

UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO THE FOLLOWING ADDRESS:

CITY OF OREGON CITY
Post Office Box 351
Oregon City, OR 97045-0021

AFTER RECORDING, RETURN TO:

CITY OF OREGON CITY
Post Office Box 351
Oregon City, OR 97045-0021

The true consideration for this conveyance is \$126,400.

=====

WARRANTY DEED

Each Grantor, hereafter named, conveys to Grantee, OREGON CITY, a municipal corporation in Clackamas County, Oregon, the fractional interest in the real property hereafter described set forth after each individual's name. The Grantors and the interests each conveys are as follows: ELIZABETH J. CALDWELL, an undivided one-quarter interest in Parcel 1 and an undivided one-third interest in Parcel 2; THOMAS GEORGE JUDSON and CHARLES JAMES JUDSON, as to an undivided one-fourth interest in Parcel 1 and an undivided one-third interest in Parcel 2; THOMAS E. BUSCH, SR. as to an undivided one-quarter interest in Parcel 1 and an undivided one-sixth interest in Parcel 2; ROBERT G. ORTH and DOROTHY ANN ORTH as Trustees of the Robert G. Orth Trust executed the 7th day of May, 1993, as to an undivided one-eighth interest in Parcel 1 and an undivided one-twelfth interest in Parcel 2; DOROTHY ANN ORTH and ROBERT G. ORTH as Trustees of the Dorothy Ann Orth Trust executed the 7th day of May, 1993, as to an undivided one-eighth interest in Parcel 1 and an undivided one-twelfth interest in Parcel 2.

The real property conveyed hereby is situated in Clackamas County, State of Oregon, described as:

PARCEL 1: Lot 1, Block 10, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon.

PARCEL 2: Lots 2, 7 and 8, Block 10, EXCEPT that part conveyed to the State of Oregon by deed recorded in Book 231, Page 436, Deed Records, TOGETHER WITH the vacated alley lying between Lots 3 and 6 and Lots 2 and 7, in Block 10, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon.

Each Grantor covenants that he or she is the owner of the fractional interest in the above described property conveyed by such Grantor free of all encumbrances and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

-1- WARRANTY DEED

HIBBARD, CALDWELL & SCHULTZ

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW • P.O. BOX 667 • OREGON CITY, OREGON 97045-0044 • (503) 656-5200

FAX NO. 656-0125

FIDELITY NATIONAL TITLE 025022-001

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 19th day of January, 1996.

Elizabeth J. Caldwell
Elizabeth J. Caldwell

Charles James Judson
Charles James Judson

Robert G. Orth, Trustee
Robert G. Orth, Trustee

Thomas E. Busch
Thomas E. Busch

Thomas George Judson
Thomas George Judson

Dorothy Ann Orth, Trustee
Dorothy Ann Orth, Trustee

STATE OF OREGON)
) ss.
County of Clackamas)

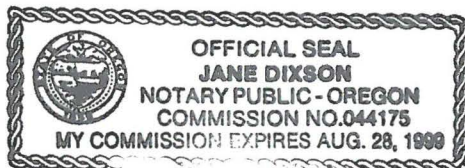
This instrument was acknowledged before me this 15th day of January, 1996 by ELIZABETH J. CALDWELL.



Margo Carty
Notary Public for Oregon
My Commission Expires: 1-16-99

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me this 16th day of January, 1996 by THOMAS E. BUSCH.



Jane Dixon
Notary Public for Oregon
My Commission Expires: 8-28-99

-2- WARRANTY DEED



STATE OF WASHINGTON)
) ss.
 County of King)

This instrument was acknowledged before me this 17th
 day of January, 1996 by CHARLES JAMES JUDSON.

Mary Stickney
 Notary Public for Washington
 My Commission Expires: 12-29-96

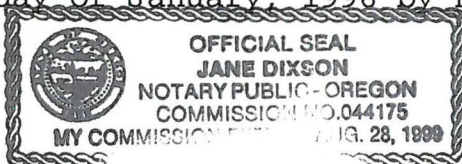
STATE OF WASHINGTON)
) ss.
 County of King)

This instrument was acknowledged before me this 19th
 day of January, 1996 by Thomas George Judson

Jean Anderson
 Notary Public for Washington
 My Commission Expires: 8-11-97

STATE OF OREGON)
) ss.
 County of Clackamas)

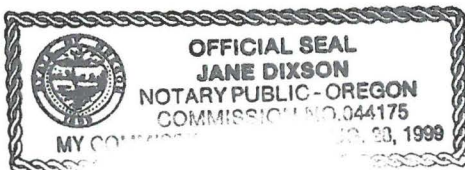
This instrument was acknowledged before me this 16th
 day of January, 1996 by ROBERT G. ORTH, Trustee.



Jane Dixon
 Notary Public for Oregon
 My Commission Expires: 8-28-99

STATE OF OREGON)
) ss.
 County of Clackamas)

This instrument was acknowledged before me this 16th
 day of January, 1996 by DOROTHY ANN ORTH, Trustee.



Jane Dixon
 Notary Public for Oregon
 My Commission Expires: 8-28-99

STATE OF OREGON **96-006399**
 CLACKAMAS COUNTY

Received and placed in the public
 records of Clackamas County

RECEIPT# AND FEE: 30997 \$15.00

DATE AND TIME: 01/29/96 11:00 AM
 JOHN KAUFFMAN, COUNTY CLERK

-3- WARRANTY DEED

3



Item 1.



Fidelity National Title Company
401 SW Fourth Avenue
Portland OR 97204-2273
(503) 223-8338

CITY OF OREGON CITY
320 WARNER-MILNE RD
OREGON CITY OR 97045
Attn: CHARLES LEESON

Date: March 10, 1996

Our Order No.: 625022-001

ENCLOSED PLEASE FIND THE FOLLOWING:

Policy of Title Insurance

PLEASE CALL IF WE CAN BE OF FURTHER ASSISTANCE.

FIDELITY NATIONAL TITLE COMPANY OF OREGON

Pete Busch

Urban Renewal
At Park Lab

SCHEDULE A

ORDER NO.: 625022-001-DMP POLICY NO.: 36-031-92 26003
DATE OF POLICY: January 29, 1996 AMOUNT OF INSURANCE: \$126,400.00
at 11:00 am
PREMIUM: \$523.00

1. Name of Insured:

OREGON CITY, a municipal corporation

2. The estate or interest referred to herein is, at the date hereof, vested in:

OREGON CITY, a municipal corporation, an estate in fee simple

3. The land referred to in this policy is situated in the State of Oregon, County of Clackamas, and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Page No. 2
Order No. 625022-001-DMP

SCHEDULE B

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records, proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings whether or not shown by the records of such agency or by the public records;

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof;

3. Easements, or claims of easement or encumbrances, not shown by the public records, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.

5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIFIC EXCEPTIONS:

6. Rights of the public and governmental agencies in and to any portion of said land included within the boundaries of streets, roads and highways.

Page No. 3
Order No. 625022-001-DMP

EXHIBIT "A"

PARCEL 1:

Lot 1, Block 10, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon.

PARCEL 2:

Lots 2, 7 and 8, Block 10, EXCEPT that part conveyed to the State of Oregon by deed recorded in Book 231, Page 436, Deed Records, TOGETHER WITH the vacated alley lying between Lots 3 and 6 and Lots 2 and 7, in Block 10, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon.

FIDELITY NATIONAL TITLE INSURANCE COMPANY OF CALIFORNIA



Fidelity National Title Insurance Company of California
2100 S.E. Main St., Suite 400, Irvine, CA 92714

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured Or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the estate or interest, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

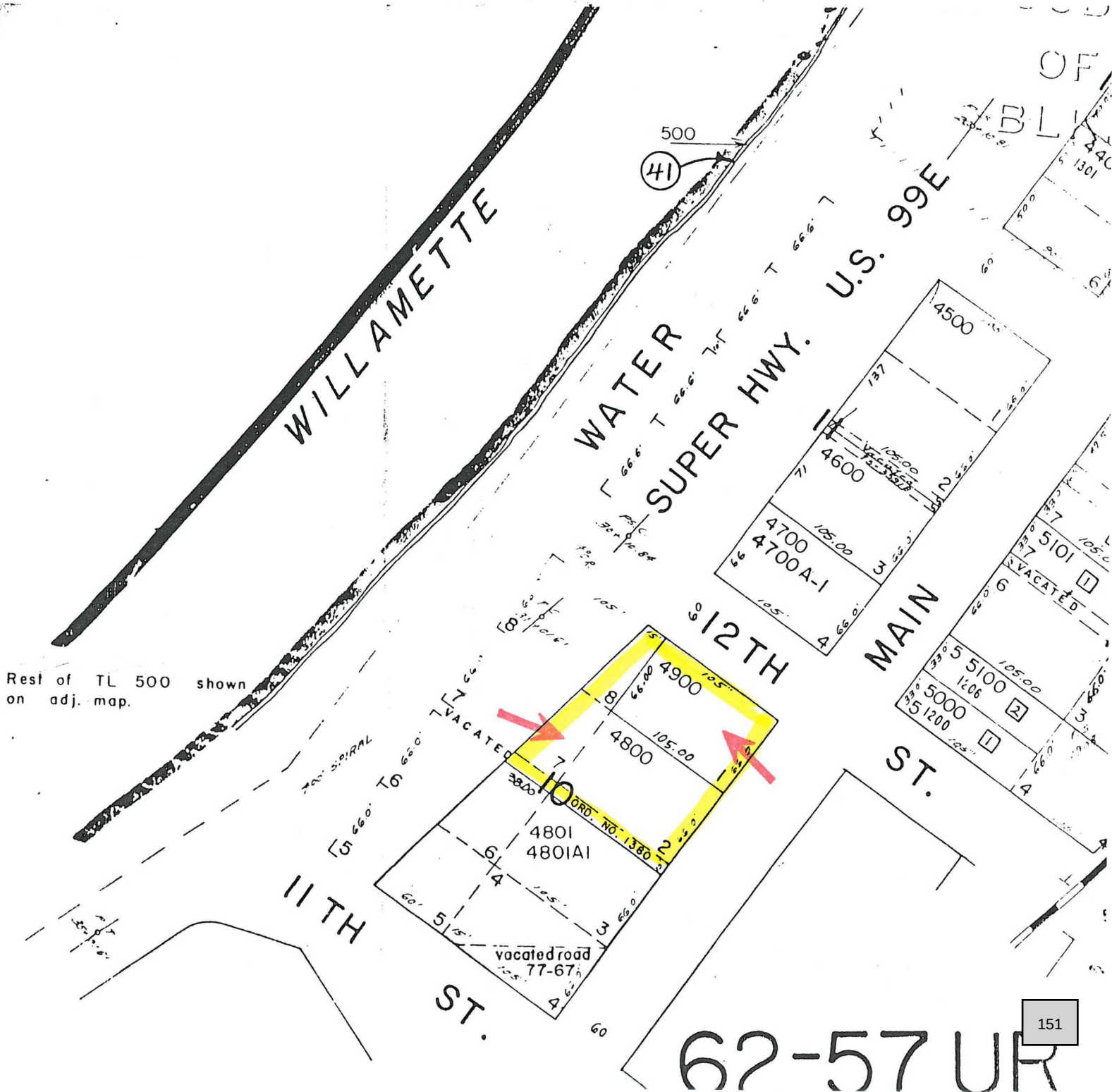
Fidelity National Title Insurance Company of California
National Claims Administration
2100 S.E. Main St., Suite 400
Irvine, CA 92714

Item 1.

The sketch below is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.



22E 30DD





EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses arising by reason of:

Item 1.

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, promoting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its own choice (subject to the right of the insured to object for

reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph shall terminate any liability of the Company under this policy as to that claim.



Owner's Policy of Title Insurance

**Fidelity National Title Insurance Company
of California**
A Stock Company

Policy Number
36-031-92 26003

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF CALIFORNIA, a corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated herein;*
- 2. Any defect in or lien or encumbrance on the title;*
- 3. Unmarketability of the title;*
- 4. Lack of a right of access to and from the land.*

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF CALIFORNIA has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

**Fidelity National Title Insurance Company
of California**



By: 
President

Attest: 
Secretary

Countersigned: _____
Authorized Signature

UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO THE FOLLOWING ADDRESS:

CITY OF OREGON CITY
Post Office Box 351
Oregon City, OR 97045-0021

AFTER RECORDING, RETURN TO:

CITY OF OREGON CITY
Post Office Box 351
Oregon City, OR 97045-0021

The true consideration for this conveyance is \$126,400.

=====

WARRANTY DEED

Each Grantor, hereafter named, conveys to Grantee, OREGON CITY, a municipal corporation in Clackamas County, Oregon, the fractional interest in the real property hereafter described set forth after each individual's name. The Grantors and the interests each conveys are as follows: ELIZABETH J. CALDWELL, an undivided one-quarter interest in Parcel 1 and an undivided one-third interest in Parcel 2; THOMAS GEORGE JUDSON and CHARLES JAMES JUDSON, as to an undivided one-fourth interest in Parcel 1 and an undivided one-third interest in Parcel 2; THOMAS E. BUSCH, SR. as to an undivided one-quarter interest in Parcel 1 and an undivided one-sixth interest in Parcel 2; ROBERT G. ORTH and DOROTHY ANN ORTH as Trustees of the Robert G. Orth Trust executed the 7th day of May, 1993, as to an undivided one-eighth interest in Parcel 1 and an undivided one-twelfth interest in Parcel 2; DOROTHY ANN ORTH and ROBERT G. ORTH as Trustees of the Dorothy Ann Orth Trust executed the 7th day of May, 1993, as to an undivided one-eighth interest in Parcel 1 and an undivided one-twelfth interest in Parcel 2.

The real property conveyed hereby is situated in Clackamas County, State of Oregon, described as:

PARCEL 1: Lot 1, Block 10, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon.

PARCEL 2: Lots 2, 7 and 8, Block 10, EXCEPT that part conveyed to the State of Oregon by deed recorded in Book 231, Page 436, Deed Records, TOGETHER WITH the vacated alley lying between Lots 3 and 6 and Lots 2 and 7, in Block 10, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon.

Each Grantor covenants that he or she is the owner of the fractional interest in the above described property conveyed by such Grantor free of all encumbrances and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

-1- WARRANTY DEED

ACCEPTED & APPROVED


HIBBARD, CALDWELL & SCHULTZ

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW • P.O. BOX 667 • OREGON CITY, OREGON 97045-0044 • (503) 656-0200

FAX NO. 656-0125

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 19th day of January, 1996.

Elizabeth J. Caldwell
Elizabeth J. Caldwell

Charles James Judson
Charles James Judson

Robert G. Orth, Trustee
Robert G. Orth, Trustee

Thomas E. Busch
Thomas E. Busch

Thomas George Judson
Thomas George Judson

Dorothy Ann Orth, Trustee
Dorothy Ann Orth, Trustee

STATE OF OREGON)
) ss.
County of Clackamas)

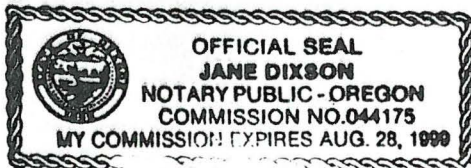
This instrument was acknowledged before me this 15th day of January, 1996 by ELIZABETH J. CALDWELL.



Margo Carty
Notary Public for Oregon
My Commission Expires: 1-16-99

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me this 16th day of January, 1996 by THOMAS E. BUSCH.



Jane Dixon
Notary Public for Oregon
My Commission Expires: 8-28-99

-2- WARRANTY DEED

STATE OF WASHINGTON)
) ss.
 County of King)

This instrument was acknowledged before me this 17th
 day of January, 1996 by CHARLES JAMES JUDSON.

Mary Stickney
 Notary Public for Washington
 My Commission Expires: 12-29-96

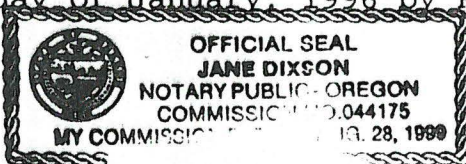
STATE OF WASHINGTON)
) ss.
 County of King)

This instrument was acknowledged before me this 19
 day of January, 1996 by Thomas George Judson

Jean Anderson
 Notary Public for Washington
 My Commission Expires: 8-11-97

STATE OF OREGON)
) ss.
 County of Clackamas)

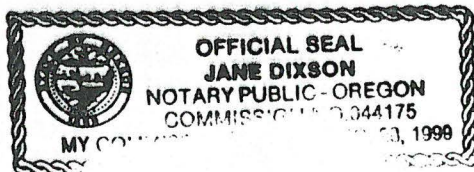
This instrument was acknowledged before me this 16th
 day of January, 1996 by ROBERT G. ORTH, Trustee.



Jane Dixon
 Notary Public for Oregon
 My Commission Expires: 8-18-99

STATE OF OREGON)
) ss.
 County of Clackamas)

This instrument was acknowledged before me this 16th
 day of January, 1996 by DOROTHY ANN ORTH, Trustee.



Jane Dixon
 Notary Public for Oregon
 My Commission Expires: 8-18-99

-3- WARRANTY DEED

WARRANTY DEED

2-2E-3000
TL: 4900, 4800



Elizabeth J. Caldwell
Thomas George Judson
Charles James Judson
Thomas E. Busch
Robert L. Orth
Dorothy Ann Orth
~~Robert L. Orth~~

DOC#96-006399

pg. 611 # 8

ENV#
748

FIDELITY NATIONAL TITLE
900 SW Fifth Avenue
Portland OR 97204-1235

Escrow No.: 625022-001-DMP
Escrow Officer: Diane M Petterson,
Date: 01/25/96

PRELIMINARY BUYER STATEMENT

BUYER: OREGON CITY

SELLER: Thomas E. Busch, Charles James Judson, Elizabeth J. Caldwell, Thomas George Judson, Robert G. Orth, Trustee, Dorothy Ann Orth, Trustee

PROPERTY ADDRESS: Lot 1, Block 10, Oregon City, Oregon City, OR 97045

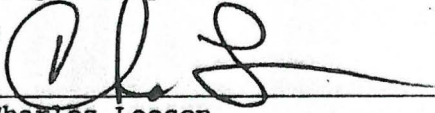
SETTLEMENT DATE: 01/26/96 PRORATE DATE: 01/26/96 PRICE: 126,400.00

BUYER CHARGES	P.O.C	AMOUNT
Sale Price		126,400.00
Co.Tax Prorate- Parcel 1		254.56
\$593.43 prorated from 01/26/96 thru 06/30/96 at \$1.621 per day.		
Co.Tax Prorate Parcel 2		283.88
\$661.78 prorated from 01/26/96 thru 06/30/96 at \$1.808 per day.		
Escrow fee to Fidelity National Title		225.00
Recording Fee: Deed to Fidelity National Title		45.00
GROSS DUE FROM BUYER		127,208.44

BUYER CREDITS	P.O.C	AMOUNT
TOTAL PAID BY/FOR BUYER		0.00
GROSS DUE FROM BUYER		127,208.44
TOTAL PD BY/FOR BUYER		0.00
NET FROM BUYER		127,208.44

Examined and hereby accepted. The above figures are ESTIMATED and subject to adjustment prior to disbursement.

Oregon City


Charles Leeson
City Manager

FIDELITY NATIONAL TITLE

By: Diane M Petterson, CSEO, Senior Escrow Officer



Diane M. Petterson, CSEO
Certified Senior Escrow Officer
Commercial & Industrial Division
(503) 222-2424
FAX (503) 227-2274

Fidelity National Title
Company of Oregon

900 S.W. FIFTH AVENUE, PORTLAND, OR 97204-1235
The Closing Company™

1-26-96
Hold for dring
Busch/ Caldwell
Pete lot

FIDELITY NATIONAL TITLE
900 SW Fifth Avenue
Portland OR 97204-1235

Escrow No.: 625022-001-DMP
Escrow Officer: Diane M Petterson,
Date: 01/12/96

ESCROW INSTRUCTIONS

BUYER hands you herewith collected funds pursuant to the closing statement approved by undersigned buyer and:

Approval of Deed from Seller

which you are to use and/or deliver provided you can deliver for the account of the undersigned the following:

Deed from Seller

describing the real property as set forth in that certain preliminary title report issued by FIDELITY NATIONAL TITLE COMPANY No. 625022-001-DMP, dated November 21, 1995, which preliminary title report the undersigned has read and does hereby approve;

AND when you can cause to be issued a standard form owner's policy of title insurance issued by FIDELITY NATIONAL TITLE COMPANY insuring the undersigned that title to the above referenced property is vested in:

Oregon City,

Subject to the usual printed exclusions and exceptions, and exceptions numbered 8 of the above referenced title report, and further subject to any new encumbrances recorded at closing.

SELLER hands you herewith the following:

1099 reporting form
Deed from Seller
Application for title insurance
FIRPTA Certificate

describing the real property as set forth in that certain preliminary title report issued by FIDELITY NATIONAL TITLE COMPANY No. 625022-001-DMP, dated November 21, 1995 which preliminary title report the undersigned has read and does hereby approve;

which you can use when you hold for the account of Seller funds pursuant to the closing statement approved by the undersigned; and:

nothing further.

Prorate as of recording of Deed the following:

Real property taxes

THESE INSTRUCTIONS MAY BE EXECUTED IN TWO OR MORE COUNTERPARTS, EACH OF WHICH CONSTITUTES AN ORIGINAL

DISCLOSURE

Escrow Agent receives indirect benefits in the form of accounting services and waiving of certain fees from the depository bank where its non-interest bearing client trust accounts are maintained. These benefits are passed on to the escrow principals through lower escrow fees. Pursuant to OAR 863-50-065, a good faith estimate of the value of the benefit is \$24.12 per escrow. We acknowledge advisement of this disclosure. (INIT.) *EgC* (INIT.) *AK* (INIT.) *J*

GENERAL INSTRUCTIONS

You will record and/or file the documents to comply with these instructions and then payoff encumbrances as instructed herein. You shall not be held responsible for any liens or encumbrances that may attach after such filing or recording.

In accordance with any applicable lender's instructions, you are authorized to record any documents required by such lender to secure its lien on the subject property. You are further authorized to comply with its instructions to record such documents prior to receiving the funds required to be disbursed by the lender pursuant to the loan agreement.

In the event you are paying in full the balance due on an existing trust deed and if a reconveyance of the trust deed is not recorded within 60 days of it being paid off, you are requested to release the trust deed pursuant to the provisions of ORS 86.720.

Please Initial

Make each proration on the basis of the actual number of days in the year covered by said item, annualizing monthly amounts. Tax prorations shall be based on the amount of the last available tax statement (which may include reductions based on any deferral or exemption); during periods in which the current years tax figures are not available, you shall prorate taxes or assessments upon the immediately preceding year's figures, any further adjustment in actual taxes shall be handled between the parties outside this escrow and Escrow Agent shall have no liability for the collection or payment thereof. If the parties herein have provided Escrow Agent with a rent schedule on the subject property, you shall prorate rents and charge seller and credit buyer with any deposits paid in advance pursuant to the rent schedule approved by the parties. Seller represent that they will collect all rents which fall due prior to the close of escrow. Make no adjustment against buyer for uncollected rent.

Unless specifically instructed otherwise in writing, mail all funds and instruments deliverable to the parties in favor of them to their address indicated below. At your discretion, you are authorized to receive and/or disburse any funds in connection with this escrow by electronic (wire) transfer.

Upon request, you are instructed to furnish any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow, copies of all instructions, amendments and statements.

ESCROW AGENT OBLIGATIONS, LIABILITIES AND RIGHTS

Parties acknowledge they have received no advice from Escrow Agent as to the legal effect or tax ramifications of this transaction or any documents used in connection herewith. Any and all documents which been prepared by Escrow Agent for use in this transaction have been prepared at the parties' direction and have been reviewed and are hereby approved as to content, form and terms.

Escrow Agent shall have no obligation to inform the parties regarding any transaction or facts within its knowledge concerning the properties described herein, nor liability for the sufficiency or correctness as to form, manner of execution, or validity of any instruments deposited, nor as to identity, authority, or liability of any person executing the instruments. Escrow Agent's liability shall be confined to the matters specifically stated in these instructions.

Should Escrow Agent receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, Escrow Agent shall have the right to discontinue any or all further acts on its part until such conflict is resolved to its satisfaction, and it shall have the further right to commence or defend any court proceedings for the determination of such conflict.

If for any reason funds are retained or remain in escrow after closing date, Escrow Agent is authorized to deduct therefrom reasonable monthly charges as custodian thereof of one percent of the original balance but not less than \$10.00 per month. Funds deposited into this escrow are to be maintained in a federally insured trust account and any escrow related services provided to Escrow Agent by any depository bank or savings and loan association are hereby consented to and approved.

It is understood and agreed that post-closing file processing, if any, shall be done by Western American Trustee Service (an assumed business name of Fidelity National Title Company of Oregon) for the fee specified on the closing statement.

It is agreed that upon recording and disbursement of the funds as instructed herein, you are authorized to collect and you have earned that fee agreed to for your closing services.

SELLER AND BUYER OBLIGATIONS, LIABILITIES AND RIGHTS

Parties agree to pay all items as set forth on the approved settlement statements. It is understood that certain items therein may be estimated and are subject to adjustment. In the event any payoff amount provided by any encumbrance or lien holder proves to be insufficient to retire the debt, or other adjustment must be made, upon demand of Escrow Agent, the person responsible will immediately pay the amount of such deficiency.

All terms and provisions of the agreement between the parties, amendments or addenda thereto, have been complied with to the satisfaction of the undersigned parties or will be complied with outside this escrow.

The parties have satisfied themselves that the transaction covered by this escrow is not in violation of any planning or zoning law, and Escrow Agent is relieved of all liability in connection therewith, and is not to be concerned with the enforcement of said laws.

Parties agree to pay on demand, whether or not this escrow closes, any charges incurred by Escrow Agent on our behalf and its usual escrow fees and charges.

Parties severally agree to pay all costs, damages, judgments, expenses, and reasonable attorneys' fees (including fees awarded on appeals) with regard to any such proceedings or otherwise suffered or incurred by Escrow Agent in connection with or arising out of this escrow.

ITEMS OR MATTERS NOT A PART OF THIS ESCROW

All utilities (electric, gas, water, oil, etc.) shall be transferred, paid and adjusted outside this escrow between the parties and Escrow Agent shall have no liability in connection therewith. (init.) EJC (init.) VC (init.) J
(init.) [Signature] [Signature] [Signature]

Please Initial

No chattel or security interest search is to be obtained covering personal property, if any, being transferred through this escrow. Bills of sale, if any required, are to be delivered unrecorded at the close of escrow. Escrow Agent shall have no responsibility or liability for the condition or delivery of any personal property being transferred herein.

These instructions shall be binding on the undersigned until the close of business 30 days from date hereon and shall be performed within said period or thereafter until written demand by the undersigned is made upon you for the revocation hereof; provided however, that your agency as escrow holder will not extend beyond six months from the date set forth above. Any such written notice shall be effective upon receipt of such notice. This escrow may be terminated and all papers and monies returned to the parties only upon written direction of both parties unless otherwise specified herein.

Seller proceeds at closing shall be delivered as following:

(X) Mail () Hold for Pick Up () Deposit to acct:

See separate sheet

Bank: _____

Account No.: _____

Acct Name: _____

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

BUYER

SELLER

Oregon City

[Signature]
Charles Leeson
City Manager

[Signature]
Thomas E. Busch

[Signature]
Charles James Judson

[Signature]
Elizabeth J. Caldwell

[Signature]
Thomas George Judson

[Signature] Trustee
Robert G. Orth, Trustee

[Signature] Trustee
Dorothy Ann Orth, Trustee

ADDRESS: _____

ADDRESS: _____

PHONE: _____

PHONE: _____

MAILING ADDRESS IF DIFFERENT FROM ABOVE:

2-2-2000
2-2-2000
2-2-2000

Item 1.

170

DESCRIPTION:

PARCEL I:

All of Lot 8 and the Northerly one-half of Lot 7, cut off by a line perpendicular to Main Street, Block 18, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, and that portion of the alley in said Block 18 which inured thereto by reason of the vacation of said alley.

PARCEL II:

Lots 1, 2, 6 and the Southerly one-half of Lot 7, Block 18, cut off by a line perpendicular to Main Street, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, and that portion of the alley in said Block 18, which inured thereto by reason of the vacation of said alley.

PARCEL III:

Lot 3, Block 18, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, EXCEPTING THEREFROM the following:

Beginning at the Northeast corner of said Lot 3; thence Westerly along the North line of said Lot 3, a distance of 3 feet; thence Southerly 67 feet, more or less, to a point on the South line of said Lot 3, a distance of 14.25 feet West of the Southeast corner thereof; thence East along the South line of said Lot 3, a distance of 14.25 feet; thence Northerly 67 feet, more or less, to the place of beginning, conveyed to Oregon Central Railroad Company by Deed recorded in Book G at Page 39, Clackamas County Deed Records, including, however, that portion of the alley in said Block 18 which inured thereto by reason of the vacation of said alley.

PARCEL IV:

The Northerly one-half of Lot 5, Block 18, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Commencing at the Northwesterly corner of Lot 5, Block 18, OREGON CITY; thence Southerly along the Westerly line of said lot to the center line running Easterly and Westerly through said lot; thence Easterly at right angles to the Easterly line of said Lot 5; thence Northerly at right angles to the Northeasterly corner of said Lot 5; thence at right angles Northerly to the place of beginning, being the Northerly one-half of said Lot 5 cut off by a line perpendicular to Main Street.

STATE OF OREGON 96-052046
CLACKAMAS COUNTY

Received and placed in the public
records of Clackamas County

RECEIPT# AND FEE: 39251 \$10.00

DATE AND TIME: 07/18/96 09:41 AM
JOHN KAUFFMAN, COUNTY CLERK

July 08, 1996

4146040

WARRANTY DEED

Item 1.

2-2E-30DD

TL: 5100, 5101

5300



John B. Weiler

B.E. Weiler

Lois L. Weiler

Janice W. Newby-Kennedy

Weiler Insurance Properties

DOC # 96-052046

pg. 611 # 7

ENV#

7487

WARRANTY DEED - STATUTORY FORM
Individual/Corporate

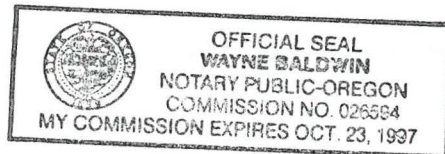
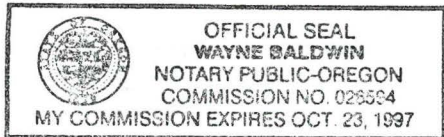
Escrow Number: 4419146

John B. Weiler, B.E. Weiler, Lois L. Weiler, Janice W. Newby-Kennedy, and Weiler Insurance Properties, Inc. who aquired title as Insurance Properties, Inc.

Grantor, conveys and warrants to
City of Oregon City

Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Clackamas County, Oregon:

See Attached Legal Description Exhibit "A".



The above described property is free from encumbrances except

Easements for existing public utilities in vacated street area reserved by Order No. 756 and the condition imposed by said order. and 1996-97 taxes a lien not yet payable.

The true and actual consideration for this conveyance is \$

325,000.00

Dated this 17th day of July 1996; if this deed is given by a corporate grantor, its name is signed by its authorized officers by authority of the Board of Directors.

Insurance Properties KNA Weiler Insurance Properties
by B. E. Weiler B.E. Weiler, Pres.

Janice W. Newby-Kennedy
Janice W. Newby-Kennedy

by Janice W. Kennedy Janice W. Kennedy, Sec. John B. Weiler

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

B. E. Weiler
B.E. Weiler

Lois L. Weiler
Lois L. Weiler

STATE OF OREGON, County of
Personally appeared

Clackamas

John B. Weiler,
B.E. Weiler, Lois L. Weiler, Janice W.
Newby-Kennedy and Weiler Insurance
Properties, Inc. who aquired title as
Insurance Properties, Inc.

STATE OF OREGON, County of Clackamas
Personally appeared B. E. Weiler, Pres.
and Janice W. Kennedy, Sec.

who, being duly sworn, each for himself and not one for the other, did say that the former is the pres. & that the latter is the secretary of Insurance Properties KNA Weiler Insurance Properties

and acknowledged the foregoing
instrument to be their voluntary act and deed.

Before me: 7/17/96

and that this instrument was signed on behalf of the corporation, by authority of its board of directors and is acknowledged to be its voluntary act and deed.
Before me:

Notary Public for Oregon

My commission expires: October 23, 1997

Notary Public for Oregon

My commission expires:

After recording return to:

Rich Carson Oregon City Urban Renewal Agency
320 Warner Milne Rd.
Oregon City, Oregon 97045

Until a change is requested all tax statements
shall be sent to the following address.

Rich Carson Oregon City Urban Renewal Agency
320 Warner Milne Rd.
Oregon City, Oregon 97045

STATE OF OREGON.

County of _____
I certify that the within instru-
ment was received for record on the
_____ day of _____, 19____,
at _____ o'clock ____ M., and recorded in
book/reel/volume No. _____, on
page _____ or as fee/file instrument/
microfilm/reception No. _____
Records of Deeds of said county.

Witness
County affixed. **96-052046**

NAME TITLE.
BY _____ Depu

Angelique Nomie

From: Tim Wuest <[REDACTED]>
Sent: Thursday, January 12, 2023 9:28 AM
To: recorderteam
Subject: Letter for public record
Attachments: Letter to the Oregon City Commissioners.docx

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To, Jakob Wiley, city recorder.

Jakob, I sent this letter to the email addresses of the mayor and city commission.
Please register it as a public record.

Thank you ,

Tim Wuest

Sent from my iPad

Letter to Mayor Denyse McGriff, and Commissioners Smith, O'Donnell, Marl, and Mitchell

Hillendale Pickleball Club has serious issues with the Cost Recovery Program being imposed on the club. To understand why, please look at this brief history of the Hillendale Courts.

2016 the newly formed club asked the Oregon City parks director to paint pickleball lines on the Rivercrest tennis court. The director, Scott Archer said no, but we could work on the rarely used, 2 tennis courts in Hillendale which were in a serious state of disrepair. Hillendale Pickleball Club (HPC) secured a \$25,000 grant from Metro, and with club volunteers, we resurfaced the courts, and painted 8 pickleball courts (and also painted a half-court basketball lines, and one tennis court to truly make this a multi-sport facility. The club invested in the wind screen all around the court, and received another \$ 6,000 grant combined with an additional \$8,000 of club funds to bump out and fence a 20x30 area for spectators and a bleacher (on which we paid a \$400 building permit). Every improvement was made by volunteer man hours.

The beauty of Pickleball, is that it is the ultimate pick-up sport. ANY individual regardless of age or skill level, just has to show up to play. Pickleball courts cannot operate without a club to organize play. The club has over 110 members. We provide nets and balls for members and visitors to play. HPC also provides a portapotty during club play hours (the Hillendale washrooms are over ¼ mile away from the courts). HPC charges \$30/ year, or \$2.00 per day to drop in to play. The club makes just enough money to pay for the expenses: Nets, which are put up and taken down every day, cost \$150.00 each and are replaced every 12-18 months. Pickleballs break a lot. During peak season, we go through 100 balls / month @ \$2.50/ ball. HPC bought storage lockers for the nets, clean up equipment, and also an Automatic External Defibrillator in case of cardiac emergencies. It is the club that cleans and maintains the pickleball courts and windscreen – not city parks maintenance workers.

HPC DOES NOT HAVE EXCLUSIVE USE of these courts. In Soccer or Baseball no one else can be on the field when they play. At Hillendale, when tennis or Basketball players come to play, the club moves to accommodate the players. ANY member of the public can bring their own nets and balls, and play ANYTIME. \$2.00/ day (or more) to play is the standard charge for all clubs – anywhere. The only other city to charge a pickleball club to use the courts the club has fixed up to play is Gladstone. NO other city in the Portland area charges clubs to play on public courts. Willsonville, Canby, Lake Oswego, West Linn, Hillsboro, and Tualatin do NOT charge clubs to play - all the above clubs charge a daily fee, or yearly membership of \$25 – 30\$.

The City of Oregon City does not have the expertise, manpower or money to run a pickleball club. Oregon City NEEDS Hillendale Pickleball Club. HPC introduces new players to the sport, instructs all levels of play, organizes play for every dry day at the courts, posts our schedule on Playtimescheduler.com for the general public, and holds yearly competitions.

HPC believes that we should not pay Oregon City any cost recovery fees. Without the club, the city would be left with just lines on the pavement. The 12-30 Oregon City Citizens that use Hillendale Pickleball courts every day can just go somewhere else to play.

Because HPC could not reach an agreement with the Parks Department, in what appears to be a punitive punishment, on October 25th 2022, the parks department took down the tennis net and called the club to say that they took down the pickleball net (the club only uses the tennis net as a back stop to catch out of play balls). This move only punishes any prospective tennis players that may want to play at Hillendale. As of today, January 6th, 2023, there are 2 gaping holes where either end where the tennis net was.

Oregon City has beautiful parks. Public /Private partnerships can benefit every citizen. It is time for the city to partner with the eager volunteers that make our city a better place to live and be active. I urge you to not charge the Hillendale Pickleball Club any user fees to use the court.

Respectfully submitted

Tim Wuest

37 years resident of Oregon City

Member of the Hillendale Pickleball Club

Member of Oregon City Parks and Recreation Advisory Committee

Angelique Nomie

From: Robert Small <[REDACTED]>
Sent: Wednesday, January 11, 2023 10:03 AM
To: recorderteam
Subject: Fwd: Follow Up to Commissioner's January 4, 2023 Meeting
Attachments: Letter to Oregon Comm 2023 4.doc; MOUBillStreet25MAY22.pdf

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings,

This email was sent to the Mayor and Council Members after last week's City Commisiner's meeting where aspects of using the City Parks were discussed. I recently, this morning, found out that the City Recorder should get a copy of my email. Please forward it to the Mayor and Commissioners to ensure proper protocol is followed.

Thank you,

Robert Small
 Co President Hillendale Pickleball

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

From: Robert Small <[REDACTED]>
Date: Thu, Jan 5, 2023 at 8:34 PM
Subject: Follow Up to Commissioner's January 4, 2023 Meeting
To: William Street Jr <[REDACTED]>, Tim Wuest <[REDACTED]>, <dmcgriff@orcify.org>, <fodonnell@orcify.org>, <mmitchell@orcify.org>, <rsmith@orcify.org>, <amarl@orcify.org>, Rita Maynard <[REDACTED]>, <[REDACTED]>

Please see the attached response from Hillendale Pickleball in regards to the January 4th meeting.

Thank you,
 Robert E Small
 Co President Hillendale Pickleball

January 5, 2023

Dear Mayor McGriff and Commissioners, O'Donnell, Mitchell, Smith and Marl,

This letter is in response to the meeting of the Oregon City Commissioner on Wednesday, January 4th. Unfortunately, we did not learn of the meeting until a half an hour before the start time or we would have been in attendance in person rather than by Zoom. That said, we hope this letter will suffice to provide our feedback.

We are the Co-Founders of Hillendale Pickleball (HDPB) and current Co-Presidents and have been actively involved since its inception in 2014. For those of you unfamiliar with us we would like to start with a brief history.

In 2014 we approached PRAC with the notion of having pickleball in Oregon City. It is a sport that caters mostly to seniors, giving them an opportunity for enhancing physical and mental health. The Advisory Board was very receptive. The neglected tennis/basketball court at Hillendale was chosen as a location. The City agreed to give us autonomy to create the facility but they would not provide any funds. We accepted this agreement and went about acquiring grants to create pickleball courts while maintaining a place to play for tennis and basketball. Our value has always been and continues to be inclusively, **NOT EXCLUSIVITY**.

To date we have raised over \$35,000 and contributed hundreds of volunteer hours to transform the courts at Hillendale. After meeting with each neighborhood association we made known our intention that the courts were their courts. We introduced the game and from then until now, we have invited all to learn the sport, play on the courts and have fun. Unlike some other pickleball venues we have never had problems with our neighbors. In fact, many have expressed gratitude toward us for turning a part of the park that was in disrepair and attracted a vagrant population to a place they felt safe to walk their dog and exercise. Our vibrant presence was transformative.

Over the past year, we have had numerous meeting with Kendall and Jonathan both through Zoom and in person. They no longer wanted us to have autonomy over the courts. They no longer supported us doing the maintenance including patching cracks, painting the courts, repairing gates, screens, hinges, and the myriad of other tasks our volunteers do. They also wanted us to sign an MOU that was not specific to our sport on the Hillendale courts. Our biggest contention was that we are NOT EXCLUSIVE_ We play on a first come first serve basis with other sports. Even beyond that, if basketball players show up while we are playing, we move our nets over to accommodate them. For example, when a family showed up with their own net to play pickleball, (which was the wrong kind, being a practice net) and unfamiliar with the game, we set them up with our equipment and taught them some basic skills. We are an INCLUSIVE group who has been dedicated to serving our community.

The City has stated it will maintain the courts, while being short on staff and funds. Toward this goal, in late October of 2022, the City decided to replace the unsafe degraded tennis net. The net was removed, leaving two rather large holes where the poles were located. The holes not a tennis net is what is presently on the court three months later. This is unacceptable.

The MOU that was offered to HDPB was not appropriate to our group in many ways. Our attorney, in a letter dated August 29, 2022, requested a meeting with the city attorney, who Kendall said drafted the MOU, to address these concerns. Kendall never responded to Mr. Abbott 's request. Initially, after reviewing the City's MOU submitted to us, we submitted our own MOU in response. It was essentially ignored. We have included HDPB's MOU as an attachment. Recognizing the City has limited funds and personal, we proposed many opportunities for 'in-kind' arrangements to find a resolution with the City.

During our meetings with Kendall and Jonathan it became apparent that the only acceptable action on our part was to sign the City's inappropriate MOU. The only negotiation possible was whether or not to accept the tiered method of payment to arrive in one or three years to the \$10 per hour reservation of the courts. This was unacceptable to us as **we do not want to reserve the courts for our exclusive use, we are not exclusive.**

Once a year, we partner with " Pickleball is Great" to hold a tournament at the Hillendale courts. This is the one time we request exclusive use. It is an opportunity to showcase what was once the jewel of pickleball in the entirety of the Portland community. The appropriate fees are paid to Oregon City to reserve the courts. HDPB provides many volunteer hours to coordinate parking, pick up trash, provide a Port-a-Potty serviced before and after the event, manage raffle tables and much more. To showcase our city on the courts, we asked that the courts be pressure washed. We volunteered to contribute labor to this effort. When asking for this service we were informed that there was not enough staff to do the job. This year competitors at the event contacted us later to tell us they found the courts gritty and dirty which significantly detracted from their experience. This was disheartening.

At the present time, we accept donations from players to offset the cost of equipment including nets, balls, a blower, batteries, a \$1200 AED (which was stolen and needed to be replaced) cleaning supplies, sanitizer, the Port-a-Potty (a cost of \$2200 annually) and more. The proposed fee to the City is \$10 an hour for 3 hour blocks of play seven days a week on all the playable days of the year, this amount is unobtainable for HDPB. We appreciate the Commissioners decision to put a hold on any new or revised MOU's until an equitable arrangement could be found.

Kendall has suggested we unwind our relationship with the City. To this end, we have removed all signage. The public no longer knows when someone will be available to open the lockers to use the equipment for pickleball instruction. All our event information is no longer available to the public. The lockers which house our equipment, our bleachers, our gates and our fences are the removable items left on the court at this time. Since it is to the advantage of the community to have Hillendale Pickleball, we are pleased to not remove these items at this time.

Our desire and we hope the City's desire is to have Hillendale Pickleball once again be supported by Oregon City as it is by the Hillendale community, Oregon City residents and visitors. We look forward to this goal being met.

Sincerely,

Robert E. Small and Rita Maynard
current Co-Presidents

Co-Founders of Hillendale Pickleball and

Memorandum of Understanding (Proposed) 05/25/2022

Memorandum of Understanding between The City of Oregon City, a municipal corporation of the State of Oregon (“City”) and Hillendale Pickleball, a non-profit organization (“HDPB”), organized under the laws of the State of Oregon formalizing the relationship between Hillendale Pickleball and the City.

Whereas, the game of pickleball was invented to permit family play and inclusive play among players of various abilities, ages, and genders. The rules of the game promote social interaction and reduce power based play by requiring an upward motion of the paddle during the serve, a requirement that the ball bounce once on each side prior to being eligible for volleying and a 7 foot area immediately adjunct to both sides of the net where hitting a volley is illegal. These rules and other aspects of pickleball culture makes the sport inclusive and the entry costs and entry skill levels among the lowest of any organized sport.

Whereas, HDPB through its own initiative obtained funding for the renovation of a neglected, underutilized and unattractive city owned facility by completing improvements to the multi-purpose recreational courts located on land taken from native populations and then donated to the City by private citizens for the inclusive use of citizens of the City. The improvements to the courts, improved the facility for use by: pickleball, tennis, basketball and badminton.

Whereas, HDPB has demonstrated over the past 6 years that it is a responsible steward of these multi-purpose courts by expanding inclusive recreational opportunities to all interested citizens of the City and beyond which has improved the safety and appearance of the Hillendale Park facility resulting from the increased presence of senior citizens and (disabled) veterans on park property.

Whereas the concept and culture of “inclusive open drop in play” is central to HDPB and which HDPB plays a critical role in facilitating by providing and publishing times where citizens can expect to find sufficient numbers of drop in players available to play/practice pickleball.

Whereas the only times HDPB has sought to reserve the multi use facility for exclusive use, HDPB has fully conformed and followed the City’s permitting and registration requirements.

Whereas the City and it’s residents have been the primary beneficiaries of all inclusive HDPB activates since donations obtained by HDPB have been reinvested into enhancing the facility and providing the general public with access to the sports equipment required to engage in use of these multi purpose courts during published open play drop in times.

Now therefore, It is agreed to by the Parties as follows:

HDPB will continue to provide the general public with access to equipment and instruction during open play drop in times published weekly on the app, Playtime scheduler (which is not a court reservation system).

HDPB will continue to reinvest any and all donations received to the upkeep and advancement of the Hillendale multi-purpose facility including updating pickleball sports equipment to the degree HDPB is able.

HDPB agrees to enter into an arrangement with the City Recreation Division to assist in providing youth, women, seniors, veterans and other disadvantaged and under served communities with dedicated times and instruction to the game of pickleball.

HDPB further agrees to enter into an arrangement with all City and County Emergency Response and Law Enforcement organizations interested in participating to host intramural and inter-mural competitions during the summer play periods. Proceeds to go to a charity of the winners choosing.

Should significant structural repairs be required to keep the Hillendale multi-purpose courts playable and in a condition of repair no worse than they were prior to HDPB initiated grant to create the existing courts and fencing, HDPB agrees to immediately notify the City and engage in a dialogue to effect repairs.

Weather permitting the Club agrees to provide the general public with access to open play times as posted on Playtime Scheduler (which is not a court reservation system), with courts allocated based on a combination of factors. For this agreement access to open play time is defined as having nets and balls available, a queue established to guarantee that everyone gets equal playing time. Depending upon demand and court availability on any given day the "queue" may be divided based on skill levels.

HDPB agrees to provide equal inclusive access to all users of the multi-purpose courts based on a first come allocation with equitable sharing based on participants presents to maximize the use on a per square foot basis.

HDPB agrees to discuss with the City all planned improvements to the multi-use courts prior to effecting the improvements.

The City agrees to the following:

To avoid to the degree possible scheduling events at the multi purpose courts without providing HDPB at least three weeks notice.

If an event has been scheduled through arrangements made between HDPB and the Recreation Division or the Emergency Response and Law Enforcement organizations The City agrees not to schedule events during those times provided the City has been notified three weeks in advance.

To permit HDPB to maintain the three existing equipment storage lockers at their present location on the concrete area constructed solely with HDPB funds

The City will not be held responsible for damage occurring to the storage lockers or their contents.

To discuss all planned alterations to the Hillendale multi use courts prior to effecting alternations or improvements.

Conflict Resolution

Prior to taking any legal actions the Parties agree to arbitration in front of a 3 person panel comprised of: one representative selected by the City, one representative selected by HDPB, and a neutral 3rd party mutually agreed to by both Parties.



01.02.2023

Dear Commissioner Mitchell

The Oregon City Parks Foundation (OCPF), continues into its seventh year as a Non Profit 501(c)(3), serving as an all volunteer advocate for our city's parks, trails, green spaces as well as our cultural heritage and recreation sites.

OCPF relies on our Bottle Drop program, donations and grants to fund our enhancement projects in our city parks, and community. We work in concert with the city's goals, while receiving no financial contributions from the city. All funds we have raise are above and beyond the city's parks budget.

Here are some of our volunteer park projects;

- Waterboard Park; English Ivy Eradication with volunteers ringing invasive English Ivy from over 600 trees in the park's protected tree canopy. This has been a 5 year project with still many more trees in this protected tree canopy in need of ivy removal.
- We continue maintaining our existing 138 foot Xeriscape/Pollinator educational planting at the South end of Promenade Park with native and non native drought tolerant perineal flowers and small bushes.
- OCPF has partnered with the Friends of the Buena Vista Club House, and has helped in restoring the electrical power to provide out door lighting and heat back into this Club House at Atkinson Park. We were very happy to apply for, and receive National Historical Designation for this circa 1890 structure and our efforts will continue with a goal of reopening the building for future City rental income.
- In 2021 OCPF created a Memorial Parks Camp Fund, which involves grants and donations, in the name of Elyejah Dean Hauff. Elyejah lived with his family in the Park Place neighborhood and loved spending his time outdoors and in the parks. Unfortunately, Elyejah was a victim of a suicide related to school bullying. In a partnership with the Oregon City Parks and Recreation Department, this OCPF fund is helping to pay the Camp activity fees for children, whose families have limited resources. The last two summers OCPF has been able to help over fifty Oregon City children attend summer camps. We are very excited to hear Oregon City Parks Department has plans to expand the summer camp program in 2023.

- OCPF continues our Heritage Tree Program to save the large older trees in our city. Our current focus has been helping students, at Gardiner Middle School, save a 300 plus year old native white Oak. These last two years the Oak tree had a highly specialized Arborist scan (funded by OCPF), to assess its health, and was pruned by an Arborist, who will continue to monitor the tree's health. Our Foundation is continuing to mentor the middle school students to replant the area around the tree with native species. This Oak tree project continues to have a very positive impact for the students as well as the nearby community.

Thanks to our Volunteers, the Oregon City Parks Foundation has given hundreds of additional hours to our projects listed above. All of our volunteer hours, over the last six years, have had a \$25-27 per hour value for our City. Our members have also put in hundreds of hours, using our own vehicles and fuel doing weekly collections and sorting of cans and bottles, raising over \$25,000. These funds will go towards matching Grants, for current and future park projects.

Recently, the City requested our Foundation sign a Memorandum Of Understanding for our one hundred-thirty-eight foot, drought tolerant Xeriscape/Pollinator project in Promenade Park, which we initiated in 2017. Our Foundation has invested close to \$2,000 of our funds, along with hundreds of volunteer hours into this project to enhance the park entrance and bring native species back into the park. Due to several accidental sprays in 2018 and 2019, a large portion of the planting was killed off. OCPF and the Parks Department staff have been working together to re-establish the planting back to where it was in 2018.

Because of Covid and some members relocating, our membership numbers are at a low and without full time staff we don't feel OCPF has the wherewithal to fulfill the City's request to participate in a Memorandum of Understanding.

OCPF is also aware, that the City is asking other local Volunteer organizations to sign these same MOU's as well as pay usage fees for meeting spaces. Only a few of our city's non profit organizations have a full time professional staff person. These requests by the City, seemingly have the appearance of being road blocks, and if this is allowed to continue, it will affect volunteerism in our community.

Our Foundation along with other local volunteer organizations also feel their volunteerism is being under valued by our city's leadership.

We hope, by sharing this information with you, as a volunteer City Commissioner, you can appreciate OCPF's consternation in this matter.

Sincerely, for the OCPF Membership,

Roger Fowler-Thias
OCPF - President

OREGON CITY PARKS FOUNDATION

*partnering with volunteers, donors, and community leaders to develop,
enhance, promote, and sustain a thriving, accessible,
and connected system of parks in Oregon City*

DLN#26053485001836

PO Box 963 Oregon City, Oregon 97045

Angelique Nomie

From: Jakob Wiley
Sent: Wednesday, March 1, 2023 2:44 PM
To: Mike Mitchell
Cc: Tony Konkol; Kendall Reid; recorderteam
Subject: FW: Oregon City Youth Sports MOU response
Attachments: Chapin 4 pic 1.jpg; Chapin 4 pic 2.jpg; Notes on 2_7_23 Commission Work Session.docx; Parks MOU response.docx

Dear Commissioner Mitchell,

Please see the below and attached public comment received today.

Thank you,
 Jakob



Jakob Wiley, JD, MS
City Recorder
[Jwiley@orccity.org](mailto:jwiley@orccity.org)
 City of Oregon City
 PO Box 3040
 625 Center Street
 Oregon City, Oregon 97045
 Office Hours: Mon – Fri, 8 am – 5 pm
 503-496-1509 Direct phone
 503-657-0891 City phone
 503-657-7026 Fax

The City of Oregon City continues to offer services and programs in-person and online - find facility hours of operation [here](#).

Website: www.orccity.org | [Recorder Page](#) | [Facebook!](#) | [Twitter](#)
PUBLIC RECORDS LAW DISCLOSURE: This e-mail is subject to the State Retention Schedule and may be made available to the public.

From: Scott Costanzo <[REDACTED]>
Sent: Wednesday, March 1, 2023 12:46 PM
To: recorderteam <recorderteam@orccity.org>
Cc: Rocky Smith, Jr. <rsmith@orccity.org>; Frank O'Donnell <fodonnell@orccity.org>; Adam Marl <amarl@orccity.org>; Denyse McGriff <dmcgriff@orccity.org>
Subject: Oregon City Youth Sports MOU response

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see attached information in regards to the MOU for Oregon City Youth Sports.

We as an organization would like the city commission to consider suspending the field rental fees until there is a resolution to the matter. We felt like we were forced to sign this MOU last year or we would have been refused field usage this spring, and that was not something we were willing to risk. We were also told the other organizations had already agreed and signed. We have since found out that no other organizations have signed. As you will see in the responses attached, we feel like we provide as much back to the city as we ask for. Please consider suspending the Field Usage Fees for Oregon City Youth Sports.

The pictures attached are from Chapin Park field 4, and we were not allowed to use that field in 2022, and that is the condition of the field when the city is solely responsible for maintenance. That is how the field look all year. No one could even use the field in that condition. That is a good example of how our organization helps keep the fields looking good, and safe, playable conditions.

Thank you for your time and support!

Scott Costanzo
Pioneer Youth Sports
Treasurer
[REDACTED]

Notes on 2/7/23 Commission Work Session

Kris McFarland, OCYS Rules & Ethics - My notes are in italics

- Current Fee Implementation > As far back as all current staff can verify, the Parks Department has always charged \$10 per/hour per field for ball field rentals to adults, organizations, or youth sports outside Oregon City
 - *No disagreement here. As far back as the current board can verify, the Parks Department has not charged OCYS (and OCSC as far as we know) for use of the park fields. Many assumptions can be made here but the overwhelming feeling is that there are significant reasons for this. First off, the primary goal of these organizations is to provide low cost opportunities to the youth IN OUR CITY. These kids who have these opportunities are better students, more involved in their community, and become better versions of themselves because of these opportunities. There is a "greater good" ideology here and I believe this is why there hasn't been a charge in the past. Secondly, the OCYS community spends many many volunteer hours getting fields in shape to play each year. On top of the daily dragging and chalking, each team has a field day at their respective field and spends that time cleaning up the park area and preparing the field for play for the season. Hundreds of volunteer hours from the OCYS board, parents and players are put into each field.*
- How did we communicate the current sports field fee? When did OCYS agree to the tiered fee structure?
 - *No disagreements with the timeline. I personally was not involved in those discussions but that summary is consistent with what I have heard. I believe there was no "agreement to the tiered structure" though. I believe OCYS was told that there would be no more use of the fields unless an agreement was made. Because of this, we either had to agree to the field use charges or we would not have fields to play on.*
- Field Work and Groundwork Maintenance
 - Mow specific days/times for games/tournaments as requested by OCYS
 - *I'm not aware of any specific days/times requested by OCYS or OCSC. Obviously, the baseball season coincides with an increase in average temperature and mowing needs will increase with the weather change but I don't know of any specific requests other than to keep the grass cut at a reasonable length.*
 - Tilling and adding amendments(sand) to fields
 - *In my 5+ years playing and preparing these fields, I have never seen the parks department till any of these fields we play on. OCYS has and does every spring, but I have never seen parks do this work.*
 - Specific mowing requests for infield transition areas when requested by OCYS
 - *Again, I'm not aware of any specific transition requests.*
 - Smoothing transition areas from infield to outfield
 - *In my 5+ years of experience playing and preparing Chapin fields, I have never seen the results of any transition smoothing.*
 - General weed control and weed whacking in and around fields, backstops, fencing, etc.
 - *While it is possible that some general maintenance is done by parks staff, the large majority of this work is done by OCYS board, players and parents. Look no further than Chapin 4. This is a stunning example. OCYS has not been able to use Chapin 4 over the past several seasons and it is in terrible condition.*
- Services and Amenities

- *I cannot speak to the extra garbage checks that occur but I'm sure there are significant increases during baseball/softball season. Some of that is due to baseball practice/games/tournaments and some of that is likely due to the better weather and more people using the parks in general.*
- *OCYS does get portable toilets set up at Chapin Park and Hillendale for the season due to the increase in restroom use.*
- **Oregon City Youth Sports (OCYS) – Ballfield Maintenance and Support Provided by OCYS**
 - *While I appreciate that this is a section in the presentation, I feel that this completely diminishes the overall impact that OCYS makes.*
 - *OCYS board members, players and families all participate in cleaning up fields, preparing them for a season and the parks and fields are better off for it.*
 - *Without the hundreds of volunteer hours per field, these fields would look like Chapin 4 does right now. They would be full of weeds, rocks and completely unplayable. In fact, they would be dangerous to play on.*
 - *There is a comment about Turface at Wesley Lynn. OCYS provides turface as needed at many fields including Wesley Lynn, Chapin and Hillendale. OCYS buys pallets of this soil conditioner each year and is 100% responsible for the purchasing, tilling, spreading, etc.*
 - *Grant and install of artificial turf of Wesley Lynn 2 is a short version. OCYS applied for a grant, spent an additional \$40,000+ on preparation, materials, and installation of that turf. This is the first turf baseball/softball field in all of Oregon City, including the school district and it was 100% completed by a volunteer program that serves the youth in our community.*
 - *Base and pitching mound maintenance. In addition to maintaining these items, OCYS purchases them and leaves them at the parks for the public to use. I have personally seen hundreds of families out using these bases and mounds outside of formal practices or games.*
 - *There were also many references to tournaments in the presentation. OCYS has not been allowed to host any tournaments at a park because the department has been unwilling to let us reserve those for full weekend use. We have had tournaments over the last several years, but all have been out at Fischers Mill Sports Complex because of this issue.*
 - *It should also be noted that OCYS uses school fields as well, not just parks. Those fields (Jackson Campus, several elementary schools, Fischers Mill, etc) all get similar treatment - hundreds of volunteer hours to prepare fields for season, mowing and game day prep. All in, I would guess the number of volunteer hours are in the thousands each season. In addition, we also have a budget for field maintenance/prep labor and we hire a person to complete some of this work over the course of the season.*

Response to Park MOU for Oregon City Youth Sports

Services provided by Parks Dept:

- General Park mowing, no special mowing on game days.
- Snack shack electricity(Chapin and Wesley. OCYS pays to dump the waste water tank at Chapin)
- Garbage Service
- Spray weed control 1 time per year(no weed picking or field clearing provided by parks dept)
- Replace broken Dust Control sprinklers(they wear out due to being in the dirt/sand)
- Backstop repair(only fixed 1 backstop in last 5 years, due to ice storm, not baseball)
- Provide PUBLIC restrooms(we use portable toilets where we can, to keep use down, and they are cleaned weekly.
- Equipment storage area(Chapin Snack shack, and Wesley parking lot(we bought the shed at Wesley)

Services Provided by Oregon City Youth Sports

- Field clearing to start the season: picking weeds, raking leaves, sweeping dugouts and other debris, and haul away. Volunteer labor to accomplish task: 15 people x 6 hours each= 45 hours/field x 9 fields = 405 hours
- Till dirt in infields to start the season: volunteer labor to accomplish: 3 people x 6 hours each =15 hours/field x 9 fields = 135 hours
- Drag and chalk fields before games: we use on average 4 fields during a game week. 45 min per field x 4 fields= 3 hours x 4 days = 12 hours x 12 week season(144 hours)
- Weekly field maintenance done by each team 1 hour per field x 9 fields x 12 weeks= 108 hours
- 2 sets of Bases per year(3 bases, Home Plate, pitchers rubber) \$500 each =\$1,000
- 1 pallet of Turface per year \$500
- 1 pallet of chalk per year \$400
- OCYS has purchased all portable mounds on city fields(\$1,500 ea, won't include in total\$\$)
- Replacement of base plugs and base anchors that are stolen/damaged
- Buying special equipment to drag, spike, rake fields, chalk base lines
- Provide Portable toilets at fields to minimize impact on public restrooms 4. \$215 per unit/month x 4 units x 3 months = \$2,580
- Repair any maintain and equipment in snack shacks.(replaced water heater at chapin in 2021)

Baseball field Upgrades made by Oregon City Youth Sports

- Scoreboard installation at Wesley with Metro Grant: OCYS paid for Power installation and permit \$5,000. We also were able to procure the steel I-Beams from a local company, and volunteer labor to install Scoreboards. We did not ask the Parks Dept for any financial assistance with the project
- Turf Project at Wesley with Metro Grant: Grant covered the cost of the turf. OCYS paid excavation, back fill, leveling, haul away of debris, base anchors, new pitchers mound, New home plate, installation of the turf. Total funds paid by OCYS \$52,000. Parks Dept initially agreed to pay for gravel back fill, then backed out of agreement. Also, delays in letting us start the project, lead to losing the free excavation we had lined up. That cost OCYS an extra \$18,000

Services claimed by Parks Dept that we do not receive

- Special Mowing: we do not request any special mowing. Only basic mowing of city parks is currently happening
- Tilling and Adding Amendments to fields: That hasn't happened in the last 5 years. OCYS has to till and level fields every year.
- Weed Control: While they do spray once per year, OCYS does all the weeding and cleaning
- Pressure washing: Pressure washing is not happening at Wesley, and is not a cost associated with baseball. This is due to red clay soil and rain
- Smoothing transition areas from infield to outfield: Does not happen, OCYS handles all field maintenance.

Other Impacts related to revenue loss we object to

- Blocking Shelter rentals: would love to see how many shelter requests come in for Mon-Thurs. Also we have been denied Tournaments at city fields for all of 2022. Only exception was for our 1 day jamboree to start the season.
- Office staff time coordinate/schedule events: That is the actual job of taking reservations, you have to work around conflicts
- Backstop Repairs and Maintenance: There has been 1 backstop repair in the last 5 years, and that was due to Ice storm. All the other backstops have not been repaired or replaced.

Yearly Savings to the Parks Department provided by OCYS

- Volunteer hours for 1 baseball/softball season 792 hours *\$27 x 792= \$21,384
- Replacement bases and Turface/Chalk: \$4,480
- Not included: Fuel, travel time, equipment depreciation, specialized equipment needed to prepare, level, drag, and chalk fields.
*\$27 per hour rate is based on public records we researched, and would not include benefits

Total Yearly savings: \$25,864

OCYS has spent all of our savings, \$52,000, on the Turf project to provide a better place for our kids to play Baseball/Softball. An investment the Parks Department was not willing to make, and doesn't seem to care to improve any of our existing fields, or build any new fields for our ever expanding population. We feel our organization has the cities best interest at heart, our youths best interest at heart, and does more good for the community than money we cost the Parks dept. We are willing to pay our fair share, but for the actual costs incurred, not the gross exaggeration of services provided. We are more than happy to answer any questions you may have about our program. Thank you for you time and consideration.

Scott Costanzo
OCYS Treasurer
Oregon City Resident since 1982
Former Youth Baseball Player
Coach
[REDACTED]

Angelique Nomie

From: Robert Small <[REDACTED]>
Sent: Monday, February 27, 2023 8:30 PM
To: Denyse McGriff; Frank O'Donnell; Mike Mitchell; Rocky Smith, Jr.; Adam Marl; William Street Jr; Tim Wuest; Rita Maynard; recorderteam; Jonathan Waverly; Kendall Reid; Jakob Wiley; Kori Buth
Subject: Pickleball at Hillendale
Attachments: MOUBillStreet25MAY22.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We at Hillendale Pickleball (HDPB) are at an impasse with Kendall Reid as to how to resolve the concern about the MOU presented to us by him back in April of 2022. It is because of this impasse HDPB requests a meeting with Madam Mayor and Council Members.

Having met with Kendall numerous times, our meetings with Mr. Reid did not progress toward resolution. After much discussion with the HDPB Board we felt that Kendall's MOU, as it was written, did not reflect who HDPB is as a group. Primarily, HDPB is not and never has been EXCLUSIVE as Kendall's MOU indicates we are. There are times when pickleball is being played at the same time tennis, basketball and frisbee are being played. That is not Exclusive use of the courts. In reply to Kendall's MOU, HDPB responded with our own MOU in May of 2022, please see attached.

To date we have not received a reply from Kendall concerning our MOU and how it is beneficial to the City. HDPB would like to meet with the Madam Mayor and members of the City Council to resolve this issue as mentioned.

Thank you for your time.

We look forward to having a meeting with you toward resolving this issue.

Robert E Small

Rita Maynard

Co-Presidents Hillendale Pickleball

Memorandum of Understanding (Proposed) 05/25/2022

Memorandum of Understanding between The City of Oregon City, a municipal corporation of the State of Oregon (“City”) and Hillendale Pickleball, a non-profit organization (“HDPB”), organized under the laws of the State of Oregon formalizing the relationship between Hillendale Pickleball and the City.

Whereas, the game of pickleball was invented to permit family play and inclusive play among players of various abilities, ages, and genders. The rules of the game promote social interaction and reduce power based play by requiring an upward motion of the paddle during the serve, a requirement that the ball bounce once on each side prior to being eligible for volleying and a 7 foot area immediately adjunct to both sides of the net where hitting a volley is illegal. These rules and other aspects of pickleball culture makes the sport inclusive and the entry costs and entry skill levels among the lowest of any organized sport.

Whereas, HDPB through its own initiative obtained funding for the renovation of a neglected, underutilized and unattractive city owned facility by completing improvements to the multi-purpose recreational courts located on land taken from native populations and then donated to the City by private citizens for the inclusive use of citizens of the City. The improvements to the courts, improved the facility for use by: pickleball, tennis, basketball and badminton.

Whereas, HDPB has demonstrated over the past 6 years that it is a responsible steward of these multi-purpose courts by expanding inclusive recreational opportunities to all interested citizens of the City and beyond which has improved the safety and appearance of the Hillendale Park facility resulting from the increased presence of senior citizens and (disabled) veterans on park property.

Whereas the concept and culture of “inclusive open drop in play” is central to HDPB and which HDPB plays a critical role in facilitating by providing and publishing times where citizens can expect to find sufficient numbers of drop in players available to play/practice pickleball.

Whereas the only times HDPB has sought to reserve the multi use facility for exclusive use, HDPB has fully conformed and followed the City’s permitting and registration requirements.

Whereas the City and it’s residents have been the primary beneficiaries of all inclusive HDPB activates since donations obtained by HDPB have been reinvested into enhancing the facility and providing the general public with access to the sports equipment required to engage in use of these multi purpose courts during published open play drop in times.

Now therefore, It is agreed to by the Parties as follows:

HDPB will continue to provide the general public with access to equipment and instruction during open play drop in times published weekly on the app, Playtime scheduler (which is not a court reservation system).

HDPB will continue to reinvest any and all donations received to the upkeep and advancement of the Hillendale multi-purpose facility including updating pickleball sports equipment to the degree HDPB is able.

HDPB agrees to enter into an arrangement with the City Recreation Division to assist in providing youth, women, seniors, veterans and other disadvantaged and under served communities with dedicated times and instruction to the game of pickleball.

HDPB further agrees to enter into an arrangement with all City and County Emergency Response and Law Enforcement organizations interested in participating to host intramural and inter-mural competitions during the summer play periods. Proceeds to go to a charity of the winners choosing.

Should significant structural repairs be required to keep the Hillendale multi-purpose courts playable and in a condition of repair no worse than they were prior to HDPB initiated grant to create the existing courts and fencing, HDPB agrees to immediately notify the City and engage in a dialogue to effect repairs.

Weather permitting the Club agrees to provide the general public with access to open play times as posted on Playtime Scheduler (which is not a court reservation system), with courts allocated based on a combination of factors. For this agreement access to open play time is defined as having nets and balls available, a queue established to guarantee that everyone gets equal playing time. Depending upon demand and court availability on any given day the "queue" may be divided based on skill levels.

HDPB agrees to provide equal inclusive access to all users of the multi-purpose courts based on a first come allocation with equitable sharing based on participants presents to maximize the use on a per square foot basis.

HDPB agrees to discuss with the City all planned improvements to the multi-use courts prior to effecting the improvements.

The City agrees to the following:

To avoid to the degree possible scheduling events at the multi purpose courts without providing HDPB at least three weeks notice.

If an event has been scheduled through arrangements made between HDPB and the Recreation Division or the Emergency Response and Law Enforcement organizations The City agrees not to schedule events during those times provided the City has been notified three weeks in advance.

To permit HDPB to maintain the three existing equipment storage lockers at their present location on the concrete area constructed solely with HDPB funds

The City will not be held responsible for damage occurring to the storage lockers or their contents.

To discuss all planned alterations to the Hillendale multi use courts prior to effecting alternations or improvements.

Conflict Resolution

Prior to taking any legal actions the Parties agree to arbitration in front of a 3 person panel comprised of: one representative selected by the City, one representative selected by HDPB, and a neutral 3rd party mutually agreed to by both Parties.



