



MEETING AGENDA

City Council

Wednesday, July 23, 2025 6:30 P.M.

Maupin Civic Center (507 Grant Ave.) and virtually on Zoom:

<https://us02web.zoom.us/j/84802522147?pwd=SlZHSndod2RhY09NRE8xN0JOdjRWZz09> or dial 1-253-215-8782 (Meeting ID: 848 0252 2147 Passcode: 978965)

PUBLIC COMMENT: Individuals wishing to address City Council on items not already listed on the Agenda may do so during the Public Comment item on the Agenda. The maximum amount of time for all public comments under the Agenda item will be 15 minutes. Council will not engage in dialogue but can consider scheduling any matter as an Agenda item at a future Council Meeting. At other times throughout the meeting, please wait for the current speaker to conclude and raise your hand to be recognized by the Mayor for direction. Speakers are required to give their name and address. Please limit comments to three minutes, unless extended by the Mayor.

PLEASE NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact the City Recorder in advance at 541-395-2698. *Las reuniones son ADA accesibles. Por tipo de alojamiento especiales, por favor póngase en contacto con la registrador de la ciudad 541-395-2698.*

6:30 p.m.	Call to Order / Roll Call of City Council and Staff / Pledge of Allegiance
	Consent Agenda
	Public Comment
6:40 p.m.	Reports
6:45 p.m.	Appoint Council member to vacant seat
6:55 p.m.	Discussion: Legion Hall Proposal
7:25 p.m.	Discussion: Visioning Reports
	Communications
7:45 p.m.	Adjourn



CONSENT AGENDA

Items of a routine and non-controversial nature are placed on the Consent Agenda to allow the Council to spend its time on significant items and issues. Any Council member may request that an item be withdrawn from the Consent Agenda and be placed in the business section of the Agenda.

DOCUMENTS

[Minutes of June 25, 2025, Council & Budget Hearing Meeting](#)

[Mayor/City Manager June 2025 Finance Report](#)

[Paid Invoices for June 2025](#)

MOTION

I move to approve the Consent Agenda as presented.

I move to withdraw _____ from the Consent Agenda and place it in the business section of the Agenda.



MINUTES

City Council Meeting

Wednesday, June 25, 2025

Maupin Civic Center (507 Grant Avenue) and virtually on Zoom

Call to Order / Roll call of City Council and Staff / Pledge of Allegiance

Mayor Beatty called the regular session meeting to order at 6:30 p.m. Roll call of City Council and Staff was conducted by Recorder Wolfe, Pledge of Allegiance led by Mayor Beatty.

Presiding: Mayor Beatty

Council Present: Shelby Dumire, Tom Troutman, Mike Foreaker, Matthias Kesler, Madeline Rhoades

Council Absent: Mark Roper

Staff Present: City Manager Nick Smith, Recorder Christine Wolfe, Attorney Ruben Cleaveland, Admin. Assist. Doni Van Dolah

Visitors Present: Medy Gantz, Rod Woodside, Donna Henderson, Rich Sutliff, Jon Helquist, Phil Brady, Becky Kelly, Mark John, Karen Miller, Calvin Bennett/ Rep. Greg Smith, Paula Latasa, Randy & Allison Bechtol, Heather John, (I Phone did not identify)

Consent Agenda

City Recorder apologized to zoom attendees that mute was on at the beginning of meeting, roll call of councilors & staff was conducted with a quorum attained, followed by the Pledge of Allegiance.

Mayor Beatty announced that we have a special guest attending by zoom and asked Manager Smith to introduce him.

Manager Smith informed Council and visitors that Calvin Bennett, a representative of Greg Smith's office will be joining us tonight with a wonderful announcement. They have been working really hard to push through a funding request for our upper reservoir for several months.

Calvin thanked Manager Smith for the introduction. I'm so very excited to share with you the City of Maupin will receive \$1.5 million dollars in funding for water improvements. I want to give a big shoutout to Mayor Beatty and Manager Smith for all the incredible work they have done and being available to us anytime we had questions. Representative Smith wanted to be here to make this announcement, but he is on the house floor. It will pass the House and Senate floor this week and then be signed by the Governor next week. It will become state law that the City of Maupin will receive \$1.5 million dollars.

Everyone in attendance was very thankful and excited about this news! Thank you to Representative Greg Smith and Calvin Bennett for their continued support and love of Maupin!

Councilor Foreaker moved to approve the consent agenda and add Councilor's resignation agenda item before Communications.

Councilor Dumire second. The motion passed unanimously on a 6-0 vote. Ayes: Carol Beatty, Shelby Dumire, Tom Troutman, Mike Foreaker, Matthias Kesler, Madeline Rhoades; Nays: None.

Public Comment

No Public Comment

Reports

Mayor Beatty spoke on the Small Cities Meeting her and staff attended. They had a Main Street Grant Program presentation, which was very informative. It is always good to go to these meetings; we always come away with good information along with sharing with the other cities.

Councilor Rhoades spoke on the continued visioning report. Ideas to support the community are, hold a volunteer day to encourage citizens to join projects, support a job fair. Several other good ideas have emerged the city can support.

Public Hearing: Floodplain Ordinance #334

Mayor Beatty opened the public hearing and gave the floor to Planner Jamie Crawford.

Planner Crawford presented information about amending Title 14, the city's floodplain regulations, in compliance with federal and state requirements.

There are three options, the first option is to prevent any sort of development within the floodplain. The second option is to adopt a permit-by-permit approach deemed the biological option (which could increase permitting costs by upwards of \$20,000 for some individuals). The third option being the adoption of Oregon's 2024 model floodplain ordinance, which the Planning Commission recommended. Planner Crawford clarified that Anderson Perry would be the sole floodplain administrator, handling permits without input from the Planning Commission or City Council and emphasized the importance of compliance to maintain eligibility for flood insurance.

Explanation that the state of Oregon requires cities to adopt floodplain regulations as a package, though future changes may occur. This ordinance will only apply to new construction and substantial improvements within floodplains, not existing structures.

Floodplain permits in and of themselves are not land use permits.

Open for questions:

Councilor Rhoades asked for clarification;

Anderson Perry would be the entity who would be receiving any floodplain permit applications: Correct

They would no longer go through the Planning Commission; Correct

Anderson Perry would make their decisions and then City Council would approve or deny; No, it would be solely (what's legally termed) an administrative action done by Anderson Perry. It would not go to council or the planning commission. City will just be signing off.

If we approve this ordinance, can we make changes or alter ever; The State of Oregon is requiring a blanket adoption right now.

However, we are expecting there to be changes in the future.

Right now, cities must adopt this entirety as a package.

Attorney Cleavland, this ordinance would apply to new construction and not existing structures; correct, unless there is substantial upgrading to existing structures then they would have to meet requirements.

Concern from council that a map of the area is not included, or a more detailed map. Frustration was expressed that a decision is being forced to be made without the state or FEMA giving us a clear and detailed map. It is hard to accept something when you don't know where the lines are, how it will affect our city, especially on the south side of this community.

Planner Crawford stated there is currently available in the city's floodplain and in the model ordinance, if an individual believes that for whatever reason the mapping is wrong they are able to make map adjustments.

Discussion regarding ramifications if council did not adopt this ordinance. Biggest issue is flood insurance to those who are in the flood plain areas.

Public comment:

Karen Miller; wanted clarification on the engineer from Anderson Perry being the floodplain development permit signer, is that entity assigned be assigned as the floodplain administrator or just as the permit signer; They would be assigned as the floodplain administrator as the language is "City engineer of record". If the city changed engineers, they would take on this administrative act. All the duties and responsibilities for the floodplain ordinance would be on the administrator.

Public hearing is closed.

Council had no further deliberations.

Attorney Cleaveland read Ordinance #334 by title only.

Councilor Kesler made a motion to repeal the City of Maupin Municipal Code Title 14 Floodplains and replace it with the 2024 Oregon Model Floodplain Management Ordinance# 334 to meet State and Federally Mandated adoption deadlines. Councilor Foreaker second. The motion passed unanimously on a 6-0 vote.

Ayes: Carol Beatty , Shelby Dumire, Tom Troutman, Mike Foreaker, Matthias Kesler, Madeline Rhoades; Nays: None.

Mayor Beatty opened the public hearing for Resolution # 06252025-01 to consider approval of increase of water, sewer and recycle fees.

The city had no increases in fees last budget but need to propose an increase this year due to infrastructure needs with emphasize on the need to continue gradual rate increases to meet requirements as higher rates could affect future financing and grants.

Concern was expressed for rate increases to our elderly citizens. Recycle program was discussed regarding the city's cost and folks outside city limits not having to pay. Councilor Foreaker said that there is an upcoming meeting regarding the Recycling Monetization Act. He will bring information back to council.

There was a correction to the fee schedule; irrigation fees \$6.20 a month under definition.

Public comment:

Karen Miller; can the city collect back water and sewer fees?

No Proponents,

No Opponents

Public Hearing: Consider an increase to monthly water and sewer fees to take effect July 1, 2025: Consider for approval a Resolution ratifying a revision to the water and sewer fees, Resolution No. 06252025-01

	Public hearing is closed. No Council deliberations. Councilor Foreaker moved to adopt Resolution # 06252025-01 as written. Councilor Dumire second. The motion passed unanimously on a 6-0 vote. Ayes: Carol Beatty , Shelby Dumire, Tom Troutman, Mike Foreaker, Matthias Kesler, Madeline Rhoades; Nays: None.
Public Hearing: Proposed Uses of State Shared Revenue, Resolution 06562025-02	Mayor Beatty opened the Public Hearing regarding proposed uses of State Shared Revenue. No public comment, No Proponents, No Opponents Public hearing is closed. No Council deliberations. Councilor Kesler moved to declare by Resolution 06252025-02 the City of Maupin elects to receive Fiscal Year 2025-2026 State Shared Revenue. Councilor Troutman second. The motion passed unanimously on a 6-0 vote. Ayes: Carol Beatty , Shelby Dumire, Tom Troutman, Mike Foreaker, Matthias Kesler, Madeline Rhoades; Nays: None
Public Hearing: Fiscal Year 2025-2026 Budget, Resolution 06252025-03	Mayor Beatty opened the Public Hearing to adopt Fiscal Year 2025-2026 Budget, making appropriations and imposing and categorizing the tax for the City of Maupin. There was a correction to the Park Resources on line item Miscellaneous/Dividend/Donations/Capitol Credits had \$31,000 and should be \$1,000. Fire Resources; City transferred \$10,000 more for PPE, radios, pagers, etc. No Public comment, No Proponents, No Opponents Public hearing is closed. No Council deliberations. Councilor Dumire moved to accept Resolution 06252025-3 to adopt Fiscal Year Budget 2025-2026, making appropriations and imposing and categorizing the tax for the City of Maupin. Councilor Rhoades second. The motion passed unanimously on a 6-0 vote. Ayes: Carol Beatty , Shelby Dumire, Tom Troutman, Mike Foreaker, Matthias Kesler, Madeline Rhoades; Nays: None Mayor Beatty commended Recorder Wolfe for all her work on the budget.
Council Resignation	Mayor Beatty shared an email from Councilor Roper regarding his resignation from council.

	Councilor Foreaker moved to accept Councilor Ropers resignation and declare a vacant seat. Councilor Kesler second. The motion passed unanimously on a 6-0 vote. Ayes: Carol Beatty, Shelby Dumire, Tom Troutman, Mike Foreaker, Matthias Kesler, Madeline Rhoades; Nays: None. Staff will post Council seat vacancy and accept applications. Review and selection will take place next council meeting.
Communications	Recorder Wolfe shared Wasco County Fair Contribution package. Council consensus to contribute the \$250.00 package. Jon Helquist requested the monthly newsletter inform citizens of the Veterans outreach program at the Civic Center each month.
Executive Session ORS 192.660(2)(e) & ORS 192.660(2)(h)	8:00 p.m. Attorney Cleaveland: We will now enter into executive session, pursuant to ORS 192.660(2)(e) to conduct deliberation with persons designated by the governing body to negotiate real property transactions, and ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.
Adjourn	8:25 p.m. Adjourn from Executive session back to regular session, Council had consensus on draft Legion Hall documents and consensus to take next steps on Short Term Rentals out of compliance. The next regular meeting will take place on July 23, 2025, at 6:30 p.m. Mayor Beatty adjourned the meeting at 8:26 p.m.

Respectfully Submitted by Christine Wolfe, City Recorder

Signed: _____

Carol Beatty, Mayor

Attest: _____

Christine Wolfe, City Recorder



City of Maupin
507 Grant Ave.
PO Box 308
Maupin, Oregon 97037

541-395-2698
cwolfe@cityofmaupin.org
cityofmaupin.org

MONTHLY FINANCE REPORT

We, the undersigned, have completed a review of the City of Maupin's fiscal records for the month of June 2025 consisting of the following:

Bank Statements & Reconciliations

(Umpqua (Columbia) Bank, Rivermark Community Credit Union, Local Government Investment Pool)

Accounts Payable

(Invoices & Checks)

Payroll

Finance Summary

We find the records to be accurate and present our signatures for approval.

Dated 14 day of July, 2025

Mayor Beatty
Mayor Beatty

Nick Smith
City Manager, Nick Smith

CITY OF MAUPIN
INVOICES PAID FOR THE MONTH

June-25

Creditor:	Total	City	Water	Sewer	Street	Park	Fire	SWC Library	Street Impro
ASET	8,776.00	969.00				7,807.00			
Barnett's Towing	694.06			91.00		281.60	321.46		
Beechler, Michael / Travel samples	320.60			320.60					
Bohns Printing	182.32	182.32							
Bruno, Cindy / work shirts	35.00					35.00			
Camps Plumbing	5,650.00			5,650.00					
City of Maupin / Parks (water, sewer, recycle)	1,246.57					1,246.57			
City of The Dalles	60.00		60.00						
CIS / GASB75 & Training	721.50	721.50							
Edward Ingram	61.00					61.00			
Elan Financial Service (Credit card)	4,774.42	859.29	7.72	1,496.12		30.87	7.72	2,372.70	
Eurofins Environment Testing Northwest	464.00			464.00					
H.D. Fowler	764.00					764.00			
Helena Agri-Ent	763.50					763.50			
HR Answers	4,956.75	4,956.75							
InnerTech Systems	735.59	600.59		135.00					
Kenekt'd	519.89	74.99	34.99	34.99		222.45	34.99	117.48	
Land and Brush Control	16,000.00	16,000.00							
Lightspeed Networks (LSN) Internet	4,031.96	1,359.79	555.33	185.11		840.09	185.11	906.53	
Maupin Country Store & Hardware	1,656.93	119.13	249.53	178.40	498.63	611.24			
Odegard, John / Travel	263.30					263.30			
Oxarc	120.90		120.90						
Pacer Propane	1,197.94	86.59	160.10	160.09		470.96	320.20		
Pepsi Cola	210.00					210.00			
ProNace	200.00		200.00						
Richard Richey / Library Event	375.00							375.00	
Richmond, David / work shirts	59.97					59.97			
Richmond's Service	900.00		265.87	265.87	43.00	252.88	72.38		
Roulet, Kathleen / Library Event	50.00							50.00	
SAIF	1,466.21	29.32	733.11			307.90	395.88		
Shields, Kirk	77.00		77.00						
South Wasco Co. Ambulance	40.00	40.00							
Staples	689.69	379.70				309.99			
Sawyer's Ace Hardware	399.80	99.95	99.95	99.95		99.95			
Tenneson Engineering / AKS	3,893.00	3,893.00							
The Dalles Disposal	2,618.80	1,000.00				1,618.80			
US Postal Service / City PO Box	120.00	120.00							
USA Blue Book	1,032.23		315.78	716.45					
VanKoten & Cleveland LLC	1,314.04	1314.04							
Verizon Wireless	526.56	173.48	130.62	44.90		87.76	44.90	44.90	
Vestis	386.05	154.40						231.65	
Wasco County Fair	250.00	250.00							
Wasco Electric	5,688.64	240.83	1,846.05	955.74	1,273.00	1,032.30	118.23	222.49	
	-								
	74,293.22	33,624.67	4,856.95	10,798.22	1,814.63	17,377.13	1,500.87	4,320.75	-

74,293.22



PUBLIC COMMENT

City Council places great value on testimony from the public. This time is set-aside for the public to speak on any subject which does not later appear on the agenda. Three minutes per person will be allowed. The maximum amount of time for all public comments under this agenda item will be 15 minutes. Council will not engage in dialogue but can consider scheduling any matter as an agenda item at a future Council Meeting.

People who wish to testify are encouraged to provide written summaries; recognize that substance, not length, determines the value of testimony; endorse, rather than repeat, testimony of other witnesses with whom you agree. Thank you for taking the time to present your views.



REPORTS

6:40 p.m.

DOCUMENTS

[Southern Wasco County Library Report](#)

Library Directors Report July 2025

Our children's corner is looking fantastic with the new front facing bins for browsing books. Organizing them by theme has really helped kids find exactly what they were looking for and parents are able to help their kids locate interesting books as well. It's still early, but in the first month our circulation numbers for picture books increased significantly. Time will tell if this is a continuing trend.

Summer reading program is well underway with crafts and performers each week. Our program kicked off on June 24th with a Family Game Night and Pizza event in the library 39 people showed up and we had tables set up with "Games through the Decades" from the 1940's – 2000. People could find the game they wanted to play and go to that table. Katie is doing a fantastic job coordinating the youth programming. She has been with us for a year now and I'm very impressed with her work and creativity.

The Columbia Gorge Quilters Guild "Beyond the Block – Art Quilters" have another exhibit on display in the library. This one is Quilts in Bloom. The exhibit will be hanging until August 30th. Please stop by to see it.

I ordered 60 copies of the book Cabin by Patrick Hutchison for our 2025 South Wasco Community Reads event this year. We only have 7 books left to give away. Patrick will be visiting the library on September 16th for an author talk and to sign copies of the book. Feedback on the book has been very positive!

On June 21st we had a Jazz Concert in the library with the group All Jazz Considered, a four-piece musical group. Their singer Donna Henderson is a local and one of my foundation board members. Twenty-eight people attended and everyone loved it. We are working on another musical performance this fall with another group Donna performs with.

As a member of the Oregon Library Association Leadership Committee, I was invited to support the 2025 LIOLA (Leadership Institute of the Oregon Library Association) training. Having completed the program myself in 2023, I was honored to be asked to return this year as a mentor. In this role, I will guide and support a group of 5 emerging library leaders throughout the year, offering insight, encouragement, and leadership development assistance. LIOLA was held in person on July 17th and 18th and will also have four virtual training sessions.

- Patron visits – 522
- Reference - 95
- Reading room use - 31
- Computer use - 31
- New Patrons – 14



APPOINT COUNCIL MEMBERS

6:45 p.m.

DOCUMENTS

[Applicant: Randy Bechtol](#)

[Applicant: Kathy Peck](#)

MOTION

I make a motion to accept Councilor Rhoades resignation and declare a vacant seat.

I make a motion to appoint Randy Bechtol to the vacant City Council position.

I make a motion to appoint Kathy Peck to the vacant City Council position.



City of Maupin

PO Box 308
Maupin, OR 97037

Tel: 541-395-2698
Fax: 541-395-2499
cityhall@cityofmaupin.org

EQUAL OPPORTUNITY EMPLOYER

APPLICATION FOR APPOINTMENT TO CITY OF MAUPIN COUNCIL

Please type or print answers to the following questions and submit to the City Recorder at City Hall, 408 Deschutes Avenue, Maupin, OR 97037. If you have any questions, please feel free to contact the City Recorder at 541-395-2698. Thank you for your time and interest in the City of Maupin. Attach additional sheets if necessary.

I, RANDY BECHTOL, respectfully request to be considered as an applicant for a position on the City of Maupin Council.

[Redacted]
(Physical Address -- House No., Street, City)

[Redacted] Maupin
(Mailing Address -- Rural Route/PO Box No., City)

[Redacted]
Telephone No.

[Redacted]
Email Address

A Councilor shall be a qualified elector under the state constitution and shall have resided in the Maupin city limits during the 12 months immediately before being elected or appointed to the office.

Do you reside within the Maupin city limits? YES
How long have you been a resident? 13 years 2 months
Are you a registered voter in the City of Maupin? YES

Occupation (present employment) RETIRED

Place of Employment _____

Occupational Background (previous employment) Owner/Operator Maupin Market

Education / Activities:

Please list academic background: Some College

Please list any current or prior Government, Civic or Professional organizations / activities:

5 yrs Maupin City Council

10 yrs So Wasco Ambulance

10 yrs Maupin Volunteer FD

Related Experience:

What prior work or volunteer experience have you had that would be helpful if you were appointed to this position?

City Council , Business owner , Maupin Budget Committee
HOA President (2yr)

What other special skills or training do you have that would bring special value to your ability to serve on the City Council?

knowledge of City organization and infrastructure

What reasons do you have for wanting to be a Councilor of the City of Maupin?

I enjoyed my previous experience on City Council.

I look forward to being part of the solution, not standing on sidelines complaining. Participating in the responsible management of our City resources is important to me.

My signature affirms that the information in this application is true to the best of my knowledge. I understand that misrepresentation of facts are cause for removal from any advisory committee, board or commission I may be appointed to. I also understand that City policy requires disclosure of actual or potential conflicts of interest by persons appointed by the Mayor and Council. All information and documentation related to service on this commission is subject to public records disclosure.


(Signature)

6/26/25
(Date)



City of Maupin

PO Box 308
Maupin, OR 97037

Tel: 541-395-2698
Fax: 541-395-2499
cityhall@cityofmaupin.org

EQUAL OPPORTUNITY EMPLOYER

APPLICATION FOR APPOINTMENT TO CITY OF MAUPIN COUNCIL

Please type or print answers to the following questions and submit to the City Recorder at City Hall, 408 Deschutes Avenue, Maupin, OR 97037. If you have any questions, please feel free to contact the City Recorder at 541-395-2698. Thank you for your time and interest in the City of Maupin. Attach additional sheets if necessary.

I, Kathy L. Peck, respectfully request to be considered as an applicant for a position on the City of Maupin Council.

[Redacted] Maupin, OR 97037
(Physical Address -- House No., Street, City)

[Redacted] Maupin, OR 97037
(Mailing Address -- Rural Route/PO Box No., City)

[Redacted] [Redacted]
Telephone No. Email Address

A Councilor shall be a qualified elector under the state constitution and shall have resided in the Maupin city limits during the 12 months immediately before being elected or appointed to the office.

Do you reside within the Maupin city limits? yes
How long have you been a resident? 19 years 10 months
Are you a registered voter in the City of Maupin? yes

Occupation (present employment) retired

Place of Employment _____

Occupational Background (previous employment) Redmond School District
27 years, Phoenix Talent School District 5 years

Education / Activities:

Please list academic background: BS in Education, many
additional academic courses of Continuing Education

Please list any current or prior Government, Civic or Professional organizations / activities:

Maupin City Council 2020-2024, Board of Directors
RiverCrest Village - President, Maupin Dig: Hoe
Garden Club, SWC Library Board Foundation Member

Related Experience:

What prior work or volunteer experience have you had that would be helpful if you were appointed to this position?

Professional Educator 32 years, Maupin City Council 2020-24,
Volunteering: Canyon Rim, Maupin Dig: Hoe

What other special skills or training do you have that would bring special value to your ability to serve on the City Council?

I have lived in Maupin for 20 years and
been involved in the community at various levels of
participation.

What reasons do you have for wanting to be a Councilor of the City of Maupin?

I would like to continue working with
City Council supporting the needs of
our community. Having served on Council
previously, I could continue filling the vacancy of
Mark Roper's resignation!

My signature affirms that the information in this application is true to the best of my knowledge. I understand that misrepresentation of facts are cause for removal from any advisory committee, board or commission I may be appointed to. I also understand that City policy requires disclosure of actual or potential conflicts of interest by persons appointed by the Mayor and Council. All information and documentation related to service on this commission is subject to public records disclosure.

Kathy W. Peck
(Signature)

June 27, 2025
(Date)



DISCUSSION: LEGION HALL PROPOSAL

6:55 p.m.

DOCUMENTS

[Property Donation Agreement](#)

[Donation Deed](#)

MOTIONS

I move to accept the Legion Hall Property Donation Agreement as written.

I move to accept the Legion Hall Property Donation Agreement with the following changes-----

I move to accept the Legion Hall Donation Deed as written.

I move to accept the Legion Hall Donation Deed with the following changes-----

DRAFT

CITY OF MAUPIN
PROPERTY DONATION AGREEMENT
(Legion Hall Property)

DATE: _____

PARTIES: City of Maupin, an Oregon municipal corporation (“City”)
PO Box 308
Maupin, OR 97037

Maupin Community Center, an Oregon (“Center”) non-profit corporation
507 Deschutes Ave.
Maupin, OR 97037

RECITALS

A. City owns certain real property commonly known as the “Legion Hall” located at 311 Deschutes Avenue, in the City of Maupin, Oregon, together with all hereditaments and appurtenances thereon (the “Property”).

B. The Property was previously used as a community center for performing arts, community functions, and gatherings of the Maupin Post No. 73 of the American Legion.

C. City solicited proposals seeking an organization with a community minded purpose that can put the Property to the highest and best community focused development and use.

D. Center responded to the City’s solicitation with a proposal to rehabilitate the structure on the Property and use the property for community uses including, but not limited to, support for community clubs, theater, dance activities, holiday activities, memorial services, exercise classes, meetings of the American Legion Maupin Post No. 73, and other functions that will directly support local community organizations and the citizens of Maupin (collectively “Community Purposes”).

E. City desires to accept Center's proposal by donating the Property to Center so long as Center continues to use the Property for the Community Purposes described herein and so long as Center rehabilitates and maintains the Property.

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. Recitals Incorporated: The above Recitals are hereby incorporated into this Agreement as though fully set forth herein.

2. Donation of Property: Upon the terms, covenants, and conditions of this Agreement, City agrees to donate the Property and all improvements located thereon to Center, and Center accepts the donation of the Property from City. The donation shall occur by a Bargain and Sale Deed in the form as set forth in Exhibit “A” attached hereto and thereby incorporated herein.

3. Condition of the Property; Acceptance “AS IS”: Center acknowledges that Center has accepted and executed this Agreement on the basis of Center’s own examination and personal knowledge of the Property, that City and City’s agents have made no representations, warranties, or other agreements concerning matters relating to the Property, that City and City’s agents have made no agreement or promise to alter, repair, or improve the Property; and that Center takes the Property in its present condition “AS IS.” This Section shall survive any termination of this Agreement.

4. Contract Term: The parties agree that the obligations contained herein are ongoing for so long as Center owns the Property and shall only terminate if there is an exercise of the reversionary interest or other conveyance such that full fee ownership of the Property reverts back or is otherwise vested in City. Termination of this Agreement does not extinguish or prejudice City’s right to enforce this Agreement with respect to any default by Center that has not been cured.

5. Reversionary Interest: Center agrees that if Center fails to substantially complete rehabilitation of the Property and commence operations of the Property for the purposes stated herein within six (6) years of this Agreement, then upon written notice by City, title to the Property shall revert back to City, and said reversionary interest shall not be subject to any reservations, conveyances, easements, options, leaseholds, liens, or other matters affecting such portion(s) of the Property which were made or created after the date of this Agreement. Furthermore, if Center ceases to use the Property primarily for the Community Purposes stated herein, title to the Property shall revert back to City, and said reversionary interest shall not be subject to any reservations, conveyances, easements, options, leaseholds, liens, or other matters affecting such portion(s) of the Property which were made or created after the date of this Agreement. For purposes of this Agreement, the term “primarily for Community Purposes” shall mean:

6. Rehabilitation and Operation of the Property: Center shall be responsible for the cost of all rehabilitation, operations, maintenance, upkeep, insurance and utilities on the Property.

7. Indemnification: CENTER SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR

RELATING TO THE ACTIVITIES OF CENTER OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT AND IN REGARD TO CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, ANY CLAIMS AND CAUSES OF ACTION RELATING TO THE PRESENCE IN, ON, UNDER OR NEAR THE PROPERTY, OF ANY HAZARDOUS MATERIAL (AS DEFINED BELOW) OR ARISING UNDER ANY ENVIRONMENTAL LAWS. The provisions of this section shall survive termination of this Agreement.

The term “Hazardous Material” means any chemical, compound, material, mixture or substance that is now or thereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws (as defined below) as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity or toxicity, including any items defined as “Hazardous Materials” in 49 CFR 171.8, and any petroleum, polychlorinated biphenyls (PCBs), asbestos, radon, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), and any other material of similar genre. The term “Environmental Laws” means any and all present and future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits issued with respect thereto, and other requirements of governmental authorities relating to the environment, or to any Hazardous Material or to any activity involving Hazardous Materials, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 6901 et seq., the Clean Water Act, 33 U.S.C. 1251 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., and the Safe Water Drinking Act, 42 U.S.C. 300f through 300j, as all the foregoing may be amended from time to time.

8. No Partnership: None of the terms or provisions of this Agreement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint-venturers or members of any joint enterprise.

9. No Liens on Property. Center shall not permit or suffer any mechanic’s or materialman’s or other lien of any kind or nature to be recorded or enforced against the Property for any work done or material furnished thereon; and Center agrees to indemnify and hold harmless the City and the Property against and from any and all liens, claims, demands, costs and expenses of any nature connected with such work done, labor performed or material furnished in connection with the Property.

10. Assignment and SubContracts: Center shall not assign this Agreement without the written consent of City, which consent may be denied in the sole discretion of City. Any attempted assignment or subcontract without written consent of City shall be void. Center shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.

11. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between City and Center that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

12. Merger Clause; Waiver. This Agreement and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained.

13. Amendments. No amendment to this Agreement is effective unless it is in writing signed by the parties.

14. Attorney Fees. In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursements, at arbitration, trial, and on appeal.

15. No Third Party Beneficiaries. The signatories to this Agreement are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

16. Counterparts. This Agreement may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

CENTER, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT CENTER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CENTER:

CITY:

By: _____
Title: _____

Carol Beatty
Mayor

After Recording Return To:

Ruben D. Cleaveland
VanKoten & Cleaveland, LLC
417 Sherman Avenue, Suite 7
Hood River, OR 97031

**Until A Change Is Requested, All Tax Statements
Shall Be Sent To The Following Address:**

Maupin Community Center
507 Deschutes Ave.
Maupin, OR 97037

Map No.: 4S-14E-32 DA 5500

Acct. No: 14301

The True and Actual Consideration Is: Other good and valuable consideration.

STATUTORY BARGAIN AND SALE DEED

The **City of Maupin**, an Oregon municipal corporation, "Grantor," conveys to the **Maupin Community Center**, an Oregon non-profit corporation, "Grantee," the following described real property situated in the County of Wasco, State of Oregon:

All of Lot Six (6) in Block Twenty-Seven (27) in the Town
of Maupin, Oregon, according to the duly recorded map
and plat thereof.

EXCEPTING THEREFROM AND SUBJECT TO the following restrictions and rights
which Grantor hereby reserves to itself:

1. Grantee agrees that if Grantee fails to substantially complete rehabilitation and commence operations for Community Purposes of the property described in this Deed, as described in that certain Property Donation Agreement entered into between Grantor and Grantee contemporaneous with the signing of this Deed (the "Agreement"), on or before six (6) years of the execution of this Deed, then upon written notice by Grantor to Grantee, title to the property shall revert back to Grantor and said reversionary interest shall not be subject to any reservations, conveyances, easements, options, liens, leaseholds, or other matters affecting such portion of the property which were made and created after the date of this Deed. Furthermore, if Grantee ceases at any time to use the property primarily for Community Purposes as described in the Agreement, upon written notice from Grantor to Grantee, title to the property shall revert back to Grantor and said reversionary interest shall not be subject to any reservations, conveyances, easements, options, liens, leaseholds, or other matters affecting such portion of the property which were made and created after the date of this Deed.

EXHIBIT "A"

2. Grantor's remedies for enforcement of Grantee's covenants and Grantor's rights set forth herein and in the Agreement shall include but not be limited to any and all equitable remedies which may be appropriate, including injunctive relief and specific performance, and Grantor shall be entitled to receive from Grantee its attorney's fees and other costs incurred as a result of such enforcement action.

The consideration for this conveyance is other good and valuable consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this ____ day of _____, 2025.

GRANTOR: City of Maupin:

Carol Beatty, Mayor

GRANTEE: Maupin Community Center:

Sara J. Morelli, President

[NOTARIAL CERTIFICATES ON NEXT PAGE]

STATE OF OREGON)
) ss.
County of Wasco)

Personally appeared before me this _____ day of _____, 2025,
Carol Beatty, who is the Mayor of the City of Maupin, Oregon, and acknowledged the
foregoing instrument on behalf of the City to be its voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Wasco)

Personally appeared before me this _____ day of _____, 2025,
Sara J. Morelli, who is the President of the Maupin Community Center, an Oregon non-
profit corporation, and acknowledged the foregoing instrument on behalf of the said
corporation to be its voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____



DISCUSSION: VISIONING REPORTS

7:25 p.m.

DOCUMENTS

MOTION



COMMUNICATION

No Documents



ADJOURN

NEXT PLANNING COMMISSION MEETING

August 12, 2025, at 4:30 p.m. in person and virtual

SUGGESTED TOPICS FOR NEXT CITY COUNCIL MEETING

NEXT CITY COUNCIL MEETING

August 27, 2025, at 6:30 p.m. in person and virtual

MAYOR ADJOURNS THE MEETING