



MEETING AGENDA & PUBLIC HEARING NOTICE

City Council

Wednesday, March 25, 2025, at 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
6:50 p.m.	Appoint: Budget Committee Applicants
7:00 p.m.	Discussion: Legion Hall Proposal
7:30 p.m.	Discussion: SWCL Foundation MOU
7:45 p.m.	Communications
Executive Session	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.
8:15 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 Any Council member may request that an item be withdrawn from the Consent Agenda and be placed in the business section of the Agenda.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

[Mayor/City Manager February 2026 Finance Report](#)

[Paid Invoices for February 2026](#)

[Minutes February 25, 2026, Council Meeting](#)

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.



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 February 2026 consisting of the following:

Bank Statements & Reconciliations

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

Accounts Payable

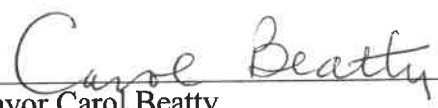
(Invoices & Checks)

Payroll

Finance Summary

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

Dated 6 day of March, 2026



Mayor Carol Beatty



City Manager, Nick Smith

**CITY OF MAUPIN
INVOICES PAID FOR THE MONTH**

February-26

Creditor:	Total	City	Water	Sewer	Street	Park	Fire	SWC Library	Street Impro
Barnett Towing & Service	2,211.07		691.40		35.28	1,473.78	10.61		
Beechler, Michael / mileage for testing	136.30			136.30					
Bohns Printing	92.64	92.64							
City of Maupin / Parks (water, sewer, recycle)	1,307.91					1,307.91			
City of The Dalles	30.00			30.00					
Columbia River Affordable Portables	185.00					185.00			
Elan Financial Service (Credit card)	5,937.93	455.77	3,177.04	72.51		1,050.00	131.04	1,051.57	
Eurofins Environment Testing Northwest	3,648.00		1,568.00	2,080.00					
H.D Fowler / 2nd & Staats	970.00		970.00						
Honey Buns	98.00							98.00	
Idexx	1,536.75			1,536.75					
InnerTech Systems	185.00	185.00							
KPFF / Parks boat ramp	692.50					692.50			
LSNetworks	5,664.13	692.04	1,292.88	429.68		2,261.14	527.02	461.37	
Maupin Area Chamber / 4th Qtr TLT	17,009.71	17,009.71							
Maupin Country Store & Hardware	163.41		98.36	29.22	8.74	26.39	0.70		
Odegard, John / Mileage to The Dalles / supplies	157.38					157.38			
Oregon DOT / auto plate program	70.00	70.00							
Oregon Mayors Assc	119.00	119.00							
Oxarc	67.26		33.63	33.63					
Pacer Propane	2,094.14	570.50	263.14	263.14		471.08	526.28		
Richmond's Service	900.00		379.81	379.81		57.06	83.32		
Rhoades, Madeline / Final Façade Grant	2,166.50	2,166.50							
Staples	220.41	220.41							
The Dalles Disposal	1,569.78	1,000.00				569.78			
Travel Informaation Council / Park signage on Bakeoven RD	272.00					272.00			
USA Blue Book	333.68			333.68					
VanKoten & Cleveland LLC	1,472.95	1472.95							
Verizon	525.06	172.91	130.21	44.81		87.51	44.81	44.81	
Vestis	205.06	82.02						123.04	
Wasco Electric	6,349.06	706.95	1,594.18	939.53	1,311.57	914.88	144.00	737.95	
	-								
	56,390.63	25,016.40	10,198.65	6,309.06	1,355.59	9,526.41	1,467.78	2,516.74	-
	56,390.63								



MINUTES

City Council Meeting

Wednesday, February 25, 2026

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 Admin. Asst. Doni Van Dolah, Pledge of Allegiance led by Mayor Beatty.

EA=Excused Absent

Presiding: Mayor Beatty

Council Present: Shelby Dumire, Mike Foreaker, Matthias Kesler, Randy Bechtol

Council Absent: Tom Troutman EA, Kathy Peck EA

Staff Present: City Manager Nick Smith, Admin. Asst. Doni Van Dolah, Park Manager John Odegard, Park Asst., Attorney Ruben Cleaveland

Staff Absent: Recorder Christine Wolfe EA

Visitors Present: Medy & Tom Gantz, Rod Woodside, Rich Sutliff, Karen Miller, Ken Hemphill, Jon Helquist, Heather John, Suze Riley, Tegan Sheppard, Paula Latasa, Molly Rogers, Nichole Biechler, Lindsay Forepaugh, Lisa Gambee

Consent Agenda

Councilor Foreaker moved to approve the consent agenda.

Councilor Bechtol second. The motion passed unanimously on a 5-0 vote. (Ayes: Carol Beatty, Shelby Dumire, Mike Foreaker, Matthias Kesler, Randy Bechtol. Nays: None). Councilors were in agreement to add Wasco Electric to the agenda after Reports.

Public Comment

Mia Sheppard, Maupin, introduced her daughter, Tegan Sheppard, who is attending the Council meeting for a senior requirement. We live adjacent to the city property on the west end of city limits and are worried about excessive smoke and what may be in these big piles that are being burnt. I would like to see the piles burn when they are smaller. Manager Smith addressed the concern and explained the city is addressing unauthorized dumping of material and expediting the burn process and securing the area to stop unauthorized dumping.

Nicole Biechler, The Dalles, introduced herself and informed the council and public she is a candidate for Wasco County Commissioner Position 1. I am a 4th generation Wasco County resident, so I'm excited to throw my name in the hat. I also previously worked for Wasco County as the Human Resources Director just shy 7 years, and I'm currently their Business Manager. Just wanted to say hello and get a perspective of what's going on in your community.

Paula Latasa, Maupin, wanting an update on 2nd street and Elrod Avenue. She alleges the city compromised her driveway and kind of knocked out some rocks on her retaining wall. Manager Smith will meet with Paula and discuss her concerns.

Jon Helquist, Maupin, stated he talked to the Public Work crew and they told him they were waiting for the weather to dry out and the gravel to settle in. There are little waves across Paula's

	driveway on 2nd street. Manager Smith stated again he will contact Paula. Karen Miller, Portland, read a letter she wrote to Council regarding the appeal she initiated with the State Land Use Board of Appeals (LUBA) that was dismissed on 01/28/2026. Mayor Beatty informed Ms. Miller when three (3) minutes were up. Suze Riley, Maupin, informed Council that Karen Miller and another person reported her to the Ethics Commission, which was denied by Ms. Miller and rebutted by Ms. Riley. The Ethics Commission dismissed the case. Jon Helquist, Maupin, asked about the space next to the post office, are there any updates when the owner will start building? Manager Smith stated that contractors have been calling him for information. It appears things are moving forward. Karen Miller, Portland, asked Mayor Beatty if she could finish reading her letter, Mayor Beatty gave her the floor for an extra minute.
Reports	City Manager Smith stated Recorder Wolfe wanted me to address the statewide primary election coming up and the City of Maupin does have a sign ordinance that covers political signs. Political signs can be put out on March 21, 2026, and must be removed within 5 days after the election. Signs can only be placed on private property. Any signs place on City property or public right of way will be promptly removed. Councilor Bechtol asked about the money from Senator Merkley, Manager Smith had no new information. Mayor Beatty will be attending the upcoming school board meeting.
Wasco Electric	Attorney Cleaveland stated he has been talking to the Wasco Electric attorney. We have been working through a few of the particulars of the proposed franchise ordinance. The Wasco Electric attorney has requested a representative from Wasco Electric come and talk to you as a council. This is a reasonable request, because you are going to be considering this franchise ordinance. Lindsey Forepaugh is here to address council. Councilor Bechtol asked for clarification, this has not been finalized yet? Then why is this showing up on our electric bill? Attorney Cleaveland stated his understanding they have been paying the city a 3% gross fee, without having a franchise in place, which is allowed by statute. The statute says that when there is no franchise in place, the city can charge up to 5%. Wasco Electric has just recently started passing it through as a line item on the bills. Mayor Beatty gave the floor to Lindsay Forepaugh, General Manager of Wasco Electric. She thanked council for their time and allowing her to talk to them. The statements made are 100% correct. We have been operating with paying that 3% franchise agreement for a number of years. The agreement we did have in place, did sunset in the 80's. In my tenure, I wanted to have a formalized agreements and to start opening a dialogue. What the Cooperative had been doing historically allocating that 3% across the entire membership. The board of directors made the

determination that it really is unjust for the entire membership to pay for the franchise agreement. That is why it is a specific line-item on the bill now. A franchise agreement is to formalize this fee that we have been remitting back to the City of Maupin. We have gone back and forth, and the agreement has moved more into an ordinance, which is the council's prerogative to do so. My main objective is to open dialogue with council and provide an opportunity to field questions. We do have a couple concerns when it comes to indemnities, an electric cooperative doesn't provide indemnities, it's not how we operate as a business. We do understand that the city's insurance like to have them. I am happy to field any questions.

Question raised regarding the letter that was sent out and where to find it.

It can be found on the website, or you can call the office.

For the purpose of the city and the agreement, if the city wishes to continue going down this road and trying to formalize the agreement, we are happy to continue to work through it. If it's something that we would prefer to just be the status quo and run it under the privilege tax, we are happy to do that as well. I wanted to come forth and have a conversation and be very respectful.

Thank you very much for your time.

Mayor Beatty asked council if they had any questions or comments.

Councilor Bechtol stated the 3% is already there. It doesn't make any sense to push that any further. Attorney Cleaveland stated the council can raise it to 5% by statute. Councilor Bechtol replied he would be very reluctant to push that on to the citizens.

Attorney Cleaveland informed council they will have a final say on what this agreement states.

Councilor Foreaker asked if most communities set their fees?

Lindsay stated they currently only have one other franchise agreement in play and that is at 3%. I do know that there are other communities that set it all the way up to 5%, which is a privilege.

Under Oregon statute, there is up to 5% that can be recouped without any agreement. There are some communities that do that.

There are some along the I-5 corridor that have much higher franchises. It really is whatever the community wishes to do.

Councilor Foreaker stated he had some misunderstanding about the fee and how that is passed on to the users.

Attorney Cleaveland will continue to work Wasco Electric counsel and bring this back before council for another review.

Mayor Beatty gave the floor to Lisa Gambee. Lisa informed council that she is running for Wasco County Commissioner position #1. I live in Tygh Valley and have been the Wasco County Clerk for nine and half years. I am here tonight to learn what your concerns are and what do you want from a commissioner.

Councilor Foreaker spoke regarding solar projects and how any revenue is generated to Wasco County and where is it allocated. Lisa said the Commissioners meeting in February had a discussion and recommends anyone interested should go to Wasco County

**Wasco County Commissioner Candidate,
Lisa Gambee**

website and read about it. I am doing some research into this topic to become more familiar.

Mayor Beatty appreciates the current Commissioners reaching out to know more about South Wasco County and hopes the newly elected Commissioner will continue being active in our community. Both Lisa and Nichole promised to continue to be active in our community if elected.

Discussion turned to water and sewer infrastructure and funding and if/can Wasco County can assist. The city continues to seek out grants and other funding sources. The city is looking at tens of millions of dollars to continue to move forward.

Councilor Bechtol asked Lisa what her main concern or priority is? Lisa expressed concerns about community resilience, particularly in the context of wildfire risks and aging infrastructure the importance of city grants for local community projects.

Mayor Beatty opened the discussion to award city grants. We have four (4) applicants, The Senior Class Parent Group, Maupin Dig & Hoe Garden Club, Maupin Community Center and The Life Raft Pantry. All the applicants were invited to attend this meeting and speak about their projects.

Mayor Beatty called on Medy Gantz, Maupin Dig & Hoe Garden Club. We really appreciate the city grants and hope the city continues this program. This money goes a long way in helping the Assisted Living Center with their garden, last year they helped with \$250 and are hoping to help a bit more. They continue to care for the Blue Star Memorial garden and the butterfly garden at the school. Last year they bought the shade sails in front of the library and planted some lovely plants at the entrance. This year they are installing a wind spinner with rocks in the open square of concrete on the patio.

Medy suggested that council raise the city grant awards to \$4,000.00.

Manager Smith spoke on behalf of the Senior Class Parent Group for Shelly Iverson: It's a celebration night for the seniors. They have been doing this forever, (Nick states they had this when he was in school) They raise money throughout the year, but this year they have a very large class and are having a hard time getting the funds through the normal routes that other classes have done in the past. They are asking for \$1,000.00 to help fund this great celebration.

Tegan Sheppard is a senior and was asked by Mayor Beatty if she would like to speak. Tegan stated there are a lot of kids this year. They have been fundraising all year, but they still need money. John Odegard stated he is working with Shelly on a fundraising idea with hats.

Councilor Dumire spoke on their behalf; they have been working really hard.

Paula Latasa spoke for The Life Raft Pantry. Paula commended Kathy Richie and Gerald Iverson for their dedication to The Life Raft Pantry. They have over 600 people every month come through our facility. Federal funding has had cuts to the food

Award City Grants

programs that supplied food for the food bank. They are continually looking for other funding. They plan to buy a trailer if they are awarded this grant. April 11th is a big fundraising event! Jon Helquist asked council if there is oversight on these awards? Maupin Community Center application was postponed until they have a final agreement in place, as they currently only have a 501c3 entity and no building. Council in consensus, recommended they apply next year.

Councilor Bechtol made a motion to award a City Grant to the Senior Class Parent Group in the amount of \$1,000.00. Councilor Dumire second. The motion passed unanimously on a 5-0 vote. (Ayes: Carol Beatty, Shelby Dumire, Mike Foreaker, Matthias Kesler, Randy Bechtol. Nays: None).

Councilor Dumire made a motion to award a City Grant to the Maupin Dig & Hoe Garden Club in the amount of \$1,000.00. Councilor Bechtol second. The motion passed unanimously on a 5-0 vote. (Ayes: Carol Beatty, Shelby Dumire, Mike Foreaker, Matthias Kesler, Randy Bechtol. Nays: None).

Councilor Dumire made a motion to award a City Grant to the Senior Class Parent Group in the amount of \$1,000.00. Councilor Bechtol second. The motion passed unanimously on a 5-0 vote. (Ayes: Carol Beatty, Shelby Dumire, Mike Foreaker, Matthias Kesler, Randy Bechtol. Nays: None).

**RV Park Reservations Policy
Resolution 02252026**

Attorney Cleaveland went over the changes to the RV Park Reservations policy; 90-day refund policy for cancellations, with no refund for cancellations within 89 days to 1 day prior and full charges for no-shows. Provisions for outfitter's deposits and under payments, with the council agreeing to leave the discretion of deposit amounts to the city. Council discussed how to handle scenarios like partial cancelations or no-shows, emphasizing the importance of communication with customers. This policy is expected to increase revenue and maximize usage of the park. Rate changes will be discussed during the budget session and implement it in 2027.

Councilor Dumire made a motion to accept RV Park Reservations Policy Resolution 02252026 as drafted. Councilor Bechtol second. The motion passed unanimously on a 5-0 vote. (Ayes: Carol Beatty, Shelby Dumire, Mike Foreaker, Matthias Kesler, Randy Bechtol. Nays: None).

Communications

N/A

Adjourn

The next regular meeting will take place on Wednesday, March 25, 2026, at 6:30 p.m.
Mayor Beatty adjourned the meeting at 7:48 p.m.

Respectfully Submitted by Christine Wolfe, City Recorder

Signed: _____
Carol Beatty, Mayor

Attest: _____
Christine Wolfe, City Recorder

DRAFT



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

[City Manager Report](#) (Handout at meeting)

[Mayor Report](#) (Handout at meeting)

[Southern Wasco County Library Report](#)

[Chamber Report](#)

CITY COUNCIL LIBRARY REPORT

Period: February 1 – 28, 2026

To: Mayor & City Council

February 2026 marked a strong rebound in engagement with **652 patrons** (a 44% increase over January), driven by robust program attendance and consistent community demand. The library continues to serve as a vital municipal hub, providing essential digital access and educational resources to residents of all ages.

OPERATIONAL & TECHNOLOGY STATISTICS

Metric	Feb 2026	YTD (Jul '25 - Feb '26)	Notes
Total Patron Count	652	4,929	Avg 28.3 patrons/day
Reference Transactions	76	640	Research & info assistance
Reading Room Usage	13	126	Quiet study/reading
Computer & iPad Sessions	25	178	Public terminal access
Wi-Fi Sessions	49	416	Personal device connectivity
New Patron Registrations	5	50	New library cards issued
Days Open	23	198	Operational service days

FISCAL YEAR 2025-26 MONTHLY TRENDS

Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Trend
553	608	559	807	623	675	452	652	Recovered from Jan dip

PROGRAMS & ENGAGEMENT

Group	Events	Atten.
Children's	5	47
Young Adult	2	36
Adult	3	41
TOTAL	10	124

PROGRAM HIGHLIGHTS

- **Kids:** 4-H Cloverbuds (22), Switch Squad (8), Minecraft (9).
- **Teens:** Strong turnout for MS/HS drop-in sessions (36 total).
- **Adults:** Candle Workshop (10), Garden Club & Knots/Needles (24).
- **Self-Directed:** "Max's Corner" activity engaged patrons daily.

COMMUNITY HIGHLIGHTS

The library successfully hosted 10 diverse programs with 124 total attendees, fostering multigenerational learning and social connection. Technology services remained essential, bridging the digital divide for residents requiring internet access for work, school, and communication.

LOOKING AHEAD

The annual collection evaluation is underway to assess and withdraw materials that are outdated, in poor condition, or experiencing low circulation, ensuring the collection remains current, relevant, and useful to the community. We remain committed to expanding our collection and community programming to meet the evolving educational needs of our city's residents in the months ahead.

- March – Garden Expo
- April – Poetry Month Events



Report to City of Maupin March 2026

The Garden Expo: 3/14/26

The Garden Expo was a great success with 445 attendees (surpassing our 2025 turnout of about 300). We'd like to thank the OSU Master Gardeners and the Dig & Hoe Garden Club for co-hosting this event, and the city and library for sharing their space! Vendors, attendees, and volunteers were all happy to be a part of such a beautiful day!

SBDC Classes: Starting A Successful Business (3/17) and Quickbooks (4/21)

We are collaborating with the Small Business Development Center and Maupin Works to put on business classes. Class subject material is based on information gathered from our South County Business Collaborative and feedback from local business owners and entrepreneurs. By the date of the council meeting, the first class will have already taken place. Discount codes are available for high school students and local businesses and entrepreneurs. Contact us for details.

Job Fair: April 14th 5pm-7pm

We'll be collaborating with the South Wasco County School District to host a job fair in April. Businesses are encouraged to set up a booth to discuss career paths and job opportunities with high school students and other members of the public. ALL are encouraged to attend to learn about local employment opportunities.

Artisan Market: 5/2/26

We'll be working with Maupin Works to host another Artisan Market on the lawn at Maupin Works from 9am-12pm. We are hoping that the home track meet will boost foot traffic for local makers and artists.

Maupin Daze: 5/16/26

We already have 32 vendors signed up to attend Maupin Daze, and are looking forward to collaborating with the library and the city to host another great day celebrating all things Maupin! Due to the success of last year's 5K, we've added a 10K option for participants. Special "March Madness" pricing is in effect, so folks are encouraged to sign up before April. Special kids rates are available, and all proceeds to go support Redside Athletics. The parade will be held at 10am, a ventriloquist show at 11am, and Smock Dogs will perform again at 12pm. Vendor and parade registration is live on the chamber website: maupinoregon.com.

Governor's Conference: March 9-11

Chamber Director, Jordan Belazer, and MACC Board Member Kate Wallace attended the Oregon Governor's Conference on Tourism this month. Over the last few years, this conference has been a great opportunity to collaborate with our regional partners, discover new ways to support tourism in our area.

City Maps

City maps have been updated and ordered for City Park and Kaiser Park. We will be ordering one for Mt. Fir Park later this summer.

Business After Hours: 4/1/26

The next BAH event will be held at the Deschutes Rim Health Clinic at 5:30pm. We look forward to networking with members of the local business community, learning more about the clinic, and welcoming special guest Brandie McNamee, who was the winner of Mid-Columbia Innovation Hub's Pitchfest in 2025.

Recreation Map: We've been working with Travel Oregon and other state and local agencies to create a recreation map of South Wasco and Jefferson counties, which will be released in late spring. These fold-out maps are a great tool for folks to learn about recreation opportunities in our area. We will distribute the maps to local businesses when they arrive.

Marketing Campaign: We're partnering with Visit Central Oregon to create a media marketing campaign that will run May-July of this year. VCO created a co-op program in which they match our marketing dollars, in effect doubling our marketing budget. This campaign will include social media, email marketing, and Google Performance Max. VCO will be sending a photographer to Maupin for Maupin Daze and Troutfest to gather more media for the campaign.

Next Board Meeting: Thursday April 16th, 4pm at Maupin Works



APPOINT: BUDGET COMMITTEE APPLICANTS

6:50 p.m.

DOCUMENTS

[Applicants:](#)

[Suze Riley](#)

[Brian Lombardi](#)

MOTION

I move to accept and appoint Suze Riley to the Budget Committee with a four-year term (12.2030)

I move to accept and appoint Brian Lombardi to the Budget Committee with a four-year term (12.2030)



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

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

APPLICATION FOR APPOINTMENT TO CITY OF MAUPIN BUDGET COMMITTEE

Thank you for your time and interest in the City of Maupin. Please answer the following questions and submit the application to the City Recorder at cityrecorder@cityofmaupin.org or at City Hall (507 Grant Ave.). If you have any questions, please contact the City Recorder. The City of Maupin is an Equal Opportunity Employer.

I, Suze RileyB, respectfully request to be considered as an applicant for a position on the City of Maupin Budget Committee.

PHYSICAL ADDRESS	[REDACTED]
MAILING ADDRESS	[REDACTED]
PHONE	[REDACTED]
EMAIL	[REDACTED]

A qualified applicant must reside within the City of Maupin City Limits and be a registered voter.

Do you reside with the City limits? Yes ☒ No ☐

How long? 15 Years _____ Months

Are you a registered voter in the City of Maupin? Yes ☒ No ☐

Current Occupation & Employer Roaster & Realtor. Self Employed

Brief description of your work experience: I sit on the planning commission, I sell homes in Maupin and have done for 10 years. I roast the Maupin coffee company brand.

Brief description of your academic background: Degree in Interior Design.

Brief description of your prior civic or professional organization membership and/or activities: I sat on the budget committee about 10 years ago. I currently chair the Planning Commission and I spent 4 years running the Chamber of Commerce.



City of Maupin
507 Grant Ave.
PO Box 308
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cityhall@cityofmaupin.org
cityofmaupin.org

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

I currently sit on the Chamber of Commerce board and as a past director, put that budget together annually.

What special skills or training do you have that would bring value to your ability to serve on this committee?

I have sat on many non-profit boards, I run my own businesses and know what a good budget should look like.

Why do you want to be a member of the Budget Committee?

good question!!! I have past experience and am happy to do the job again.

My signature affirms that the information in this application is true to the best of my knowledge. I understand that misrepresentation of facts is 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 Suze Riley

Date 3/3/26



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APPLICATION FOR APPOINTMENT TO CITY OF MAUPIN BUDGET COMMITTEE

Thank you for your time and interest in the City of Maupin. Please answer the following questions and submit the application to the City Recorder at cityrecorder@cityofmaupin.org or at City Hall (507 Grant Ave.). If you have any questions, please contact the City Recorder. The City of Maupin is an Equal Opportunity Employer.

I, Brian S. Lombardi, respectfully request to be considered as an applicant for a position on the City of Maupin Budget Committee.

PHYSICAL ADDRESS	[REDACTED]
MAILING ADDRESS	[REDACTED]
PHONE	[REDACTED]
EMAIL	[REDACTED]

A qualified applicant must reside within the City of Maupin City Limits and be a registered voter.

Do you reside with the City limits? Yes ☒ No ☐

How long? _____ Years 3 Months

Are you a registered voter in the City of Maupin? Yes ☒ No ☐

Current Occupation & Employer RETIRED

Brief description of your work experience: 30+ YEARS FULL TIME MINISTRY WITH 10 YEARS EXPERIENCE AS A LICENSED PROFESSIONAL COUNSELOR AND PRIVATE PRACTICE OWNER FOR 5 YEARS.

Brief description of your academic background: B.S.: SOCIAL SCIENCES (1997) AND M.S.: COUNSELOR EDUCATION (2005) BOTH DEGREES ARE FROM THE UNIVERSITY OF WYOMING.

Brief description of your prior civic or professional organization membership and/or activities: NATIONAL BOARD OF CERTIFIED COUNSELORS AND THE AMERICAN COUNSELLING ASSOCIATION AS AN (LPC)



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

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

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

I HAVE SERVED ON 2 NON-PROFIT BOARDS FOR NEARLY 30 YEARS.
AND HAVE EXPERIENCE WORKING WITH THEIR BUDGETS

What special skills or training do you have that would bring value to your ability to serve on this committee?

AS THE ^{FORMER} PRESIDENT OF 2 NON-PROFIT ORGANIZATIONS, I HAVE A GOOD GRASP
OF THE 'BIG PICTURE' AND HOW A BUDGET IS AN IMPORTANT TOOL FOR
MEETING AND MANAGING THE NEEDS OF A COMMUNITY.

Why do you want to be a member of the Budget Committee?

I WOULD TO HOPE TO BRING A FRESH EYE TO THE
IMPORTANT WORKINGS OF OUR CITY, AS WELL AS GAIN A
CLEARER PERSPECTIVE OF ITS NEEDS AND CHALLENGES.

My signature affirms that the information in this application is true to the best of my knowledge. I understand that misrepresentation of facts is 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

Date

MARCH 16, 2026



DISCUSSION: LEGION HALL PROPOSAL

7:00 p.m.

DOCUMENTS

[Legion Hall Donation Agreement Final 3.12.26](#)

[Legion Hall Deed Exhibit Final](#)

[Legion Hall Deed Final](#)

MOTION

I make a motion to accept the Legion Hall Donation Agreement and Deed.

I make a motion to accept the Legion Hall Donation Agreement and Deed with these changes _____.

CITY OF MAUPIN

(Legion Hall Property)

DATE: _____

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

Maupin Community Center, an Oregon non-profit corporation (“Center”)
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 performs repairs and upgrades as needed to operate the Property for the Community Purposes set forth in Recital D herein, and continues to keep the Property in such a condition such that operations for Community Purposes can continue.

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 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. If the six (6) year period has elapsed and Center has failed to substantially complete rehabilitation of the Property, then, upon ninety (90) days written notice by City and failure of Center to cure the deficiencies outlined in the notice within ninety (90) days from the date of the notice, 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 "substantially complete rehabilitation" shall mean that the Property can be used for its intended purpose and any items remaining do not unreasonably interfere with use of the Property.

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 those set forth in Recital D herein.

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: Sara J. Morelli
Title: President

Carol Beatty
Mayor

EXHIBIT "A"

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 _____, 2026.

GRANTOR: City of Maupin:

Carol Beatty, Mayor

GRANTEE: Maupin Community Center:

Sara J. Morelli, President

[NOTARIAL CERTIFICATES ON NEXT PAGE]

EXHIBIT "A"

STATE OF OREGON)
) ss.
County of Wasco)

Personally appeared before me this _____ day of _____, 2026,
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 _____, 2026,
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: _____

Exhibit A

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 _____, 2026.

GRANTOR: City of Maupin:

Carol Beatty, Mayor

GRANTEE: Maupin Community Center:

Sara J. Morelli, President

[NOTARIAL CERTIFICATES ON NEXT PAGE]

Exhibit A

STATE OF OREGON)
) ss.
County of Wasco)

Personally appeared before me this _____ day of _____, 2026,
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 _____, 2026,
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: SWCL FOUNDATION MOU

7:30 p.m.

DOCUMENTS

[SWCL Foundation MOU](#)

MOTION

I make a motion to accept the SWCL Foundation MOU.

I make a motion to authorize City Recorder Wolfe to open LGIP account for Foundation donations.

Memorandum of Understanding
(Holding of Donated Funds)

Parties: City of Maupin, an Oregon Municipal Corporation (“City”)
 P.O. Box 308
 Maupin, Oregon 97037

 Southern Wasco County Library Foundation (“Foundation”)
 P.O. Box 328
 Maupin, Oregon 97037

Recitals

- A.** Foundation is an Oregon non-profit with a mission to financially support the physical, operational, and programmatic facilities and needs of the Southern Wasco County Library.
- B.** Foundation regularly accepts donations to provide the support enumerated above.
- C.** The Southern Wasco County Library is located in the City of Maupin Civic Center building, which is subject to a mortgage being paid by City and the Southern Wasco County Library.
- D.** Foundation desires to provide City with donated funds for City to hold for use in payment of the mortgage, of which a large payment of principal is expected in 2030.

Now, therefore, the parties agree as follows:

Understandings and Agreements

- 1. This Memorandum of Understanding (“Agreement”) shall be effective on the date both parties have signed this Agreement. This Agreement is non-transferable. This Agreement may terminate upon the mutual agreement of the parties or upon 30 days notice from the party desiring termination to the other party. Within 30 days of termination, City shall transfer all funds provided by Foundation and interest accrued thereon to Foundation.
- 2. Foundation agrees to provide City with donated funds in amounts to be determined by Foundation. City shall hold the donated funds in a Local Government Investment Pool (“LGIP”) account until such time as the funds are necessary or desirable for use to pay the mortgage on the Civic Center. Such funds may be held in a joint account that the City

uses for other municipal purposes, or in a separate account dedicated to the receipt of the donated funds. If a joint account, City shall track the interest that accrues on the donated funds and provide principal and interest totals to Foundation on a yearly basis. If the funds are placed in a separate account, City shall provide Foundation with a statement of that account on a yearly basis.

3. The funds provided to City by Foundation, and interest accrued thereon, shall be used by City for payment of the mortgage on the Civic Center, including use for a payment of mortgage principal that is anticipated in 2030, and for no other purpose without the permission of Foundation.
4. Following the payment of principal in 2030, the parties may renew this Agreement to provide for the holding and management of Foundation funds for future library purposes.
5. 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. Any services provided by this Agreement are not eligible for any Federal Social Security, unemployment insurance, or worker's compensation benefits from any one party to any other party to this Agreement.
6. Other Legal.
 - a. No Third Party Beneficiaries: This Agreement shall not create any rights or benefits to parties other than City and Foundation.
 - b. 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.
 - c. 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.
 - d. 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 Foundation 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.



COMMUNICATIONS

7:45 p.m.

[None](#)



ADJOURN

NEXT PLANNING COMMISSION MEETING

April 14, 2026, at 4:30 p.m. in person and virtual

SUGGESTED TOPICS FOR NEXT CITY COUNCIL MEETING

NEXT CITY COUNCIL MEETING

April 22, 2026, at 6:30 p.m. in person and virtual

MAYOR ADJOURNS THE MEETING