

RESOLUTION NO. 1982

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TROUTDALE AND THE TROUTDALE HISTORICAL SOCIETY FOR THE TROUTDALE CENTENNIAL MONUMENT

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

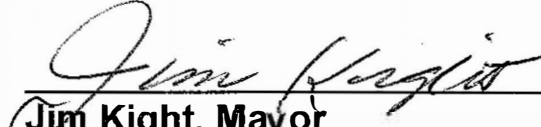
1. On June 13, 2006, the City Council directed staff to prepare a Memorandum of Understanding (MOU) between the City and the Troutdale Historical Society to identify roles and responsibilities for the Troutdale Centennial Monument. That MOU was prepared and signed in July, 2006.
2. Since that time, a number of changes have occurred which alter the roles and responsibilities of the parties.
3. The amended MOU contained in this resolution incorporates those changes.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. Amendment No. 1 to the Memorandum of Understanding between the City of Troutdale and the Troutdale Historical Society, attached hereto and incorporated herein, is approved.

Section 2. This resolution is effective upon adoption.

YEAS: 6
NAYS: 0
ABSTAINED: 0



Jim Kight, Mayor
1-15-09

Date



Debbie Stickney, City Recorder

Adopted: January 13, 2009

Amendment #1
to
Memorandum of Understanding
between the City of Troutdale and the Troutdale Historical
Society for the Troutdale Centennial Monument

The Memorandum of Understanding (MOU) between the City of Troutdale, a municipal corporation in the State of Oregon ("City"), and the Troutdale Historical Society, a non-profit 501(c)3 corporation ("Society"), (collectively, the "Parties") dated July 10, 2006 which describes the intended roles and responsibilities of each party in the accomplishment of the Troutdale Centennial Monument is amended to read as follows:

RECITALS

- A. The City desires to enhance a sense of identity and provide an incentive for economic development within its downtown business area by the construction of the Troutdale Centennial Monument ("Monument"), a decorative arch that will span the Historic Columbia River Highway east of 257th Avenue.
- B. The Society desires to partner with the City in the accomplishment of the Monument by providing certain financial and in-kind assistance, as well as the design of the Monument.
- C. The purpose of this MOU is to delineate the roles and responsibilities of the Parties in the accomplishment of the Monument.

UNDERSTANDINGS

- 1. The following roles and responsibilities are understood and agreed upon:
 - a. City responsibilities:
 - (i.) Provide \$10,000 to the Society for preliminary design and engineering of the Monument within thirty (30) days after the execution of a Personal Services Agreement.
 - (ii.) Provide an additional \$35,000 to the Society for final design and professional services relating to the Monument within thirty (30) days after receipt of notification from the Society that the Society has raised its matching funds of \$45,000
 - (iii.) Assume responsibility for the funding, construction, contract administration, and acquisition of easements and County permits required for the Monument.
 - (iv.) Remove street trees that interfere with the Monument, and at its discretion, replace them with less obtrusive trees.
 - b. Society responsibilities (or responsibilities of professionals the Society retains):

- (i.) Design the Monument and prepare the necessary plans.
- (ii.) Provide a copy of the plans to the City so that the City can apply to, and receive from, Multnomah County a right-of-way permit or other authorization as may be required to construct the Monument.
- (iii.) Provide a drawing and legal description to the City so that the City can request and receive written authorization in the form of an easement acceptable to the City from any property owner whose property is encroached upon by the Monument.
- (iv.) Raise at least \$45,000 in matching funds for the Monument. Matching funds can be either cash or donated labor and materials. Transfer all matching funds received for the Monument to the City.
- (v.) Continue to raise funds to be provided to the City for the construction and ongoing maintenance of the Monument.
- (vi.) Submit annually, by January 15th of each year, a report detailing all funds received by the Society for the Monument during the previous calendar year.

2. The following individuals are the lead contacts for the City and Society:

a. For the City

James Galloway
 Public Works Director
 342 SW 4th Street
 Troutdale, OR 97060
 503-674-7239
 jgalloway@ci.troutdale.or.us

b. For the Society

David Ripma
 Troutdale Historical Society
 104 SE Kibling Avenue
 Troutdale, OR 97060

For the City

By Jim Kest
 Title Mayor
 Date 1-15-09

For the Society

By David Ripma
 Title THS Board Member
 Date 1/20/09