



SCAPPOOSE

Oregon

Monday, June 2, 2025
City Council Meeting Agenda
Regular Meeting 7:00PM
Council Chambers
33568 East Columbia Avenue
Scappoose, Oregon 97056

ITEM AGENDA TOPIC	Action
Call to Order	
Pledge of Allegiance	
Roll Call	
Approval of the Agenda	
Public Comment ~ Items not on the agenda	
Please sign a speaker request form and turn it in to the City Recorder along with any written testimony	
1. Consent Agenda ~ May 19, 2025 City Council work session minutes; and May 19, 2025 City Council meeting minutes	
<u>New Business</u>	
2. Meissner Park Donation Agreement	Approval
City Manager Burgener	
3. 2025 Community Enhancement Program Allocations	Approval
Assistant to City Manager/City Planner Johnson	
4. Measuring City Success to help inform future City Manager Reviews	Discussion
Mayor Backus	
5. Discussion on cancelling the July 7, 2025 Council meeting	
Announcements – information only	
6. Calendar	
7. Updates: City Manager; Police Chief; Councilors; and Mayor	
Adjournment	
Please note: If you would like to speak with City staff about a particular agenda item, please call City Hall at 503-543-7146, no later than 3:00 pm on the day of the meeting.	
This meeting will be conducted in a handicap accessible room. If special accommodations are needed, please contact City Hall at (503) 543-7146, ext. 224 in advance.	
TTY 1-503-378-5938	



MONDAY, MAY 19, 2025
WORK SESSION ~ 2025 COMMUNITY ENHANCEMENT PROGRAM PRESENTATIONS, 6:00 PM
COUNCIL CHAMBERS
33568 EAST COLUMBIA AVENUE
SCAPPOOSE, OREGON 97056

Disclaimer: These minutes are intended to summarize the conversations that took place in this meeting rather than provide a full transcript. Anyone who wishes to view the full conversation can find a recording of this meeting on YouTube at www.youtube.com/watch?v=WVtU0-LoQgk.

Mayor Backus called the work session to order at 6:00pm.

Present: Mayor Joseph A. Backus; Council President Tyler Miller; Councilor Jeannet Santiago; Councilor Kim Holmes; Councilor Andrew Lafrenz; Councilor Joel Haugen; City Manager Benjamin Burgener; City Recorder Susan M. Reeves; and Assistant to City Manager/City Planner N.J. Johnson.

Excused: Councilor Marisa Jacobs

Remote: Susan Knudsen

Mayor Backus welcomed everyone and read the opening statement.

Maurice Cassidy gave an overview of the Springlake Community Incorporated application.

Beth Pulito gave an overview of the Amani Center application

There was no one present to give an overview of the CASA for Children application.

Gretchen Witt gave an overview of the Columbia County HUB application.

Dan Brown gave an overview of the Community Action Team application.

Gail Walker gave an overview of the Grace Lutheran Children's Center application.

Jaimie Brady gave an overview of the Northwest Regional Education Service District application.

Kassi Euwer gave an overview of the Sande School of Horsemanship application.

Bill Blank gave an overview of the Scappoose Community Club application.

Kathryn Hugill gave an overview of the Scappoose Community Connection application.

Megan Greisen and Beth Rajski gave an overview of the Scappoose Elementary Parent Organization application.

Mayor Backus explained the 2025 Community Enhancement Program presentations will be continued in the Council meeting.

Adjournment

Mayor Backus adjourned the work session at 6:58pm.

Mayor Joseph A. Backus

Attest:

City Recorder Susan M. Reeves, MMC



SCAPPOOSE

Oregon

MONDAY, MAY 19, 2025
CITY COUNCIL MEETING AGENDA
REGULAR MEETING 7:00 PM
COUNCIL CHAMBERS
33568 EAST COLUMBIA AVENUE
SCAPPOOSE, OREGON 97056

Disclaimer: These minutes are intended to summarize the conversations that took place in this meeting rather than provide a full transcript. Anyone wishing to view the full conversation can find a recording of this meeting on YouTube at www.youtube.com/watch?v=frgwJFQoxYY.

Call to Order

Mayor Backus called the May 19, 2025 City Council meeting to order at 7:00pm.

Pledge of Allegiance

Roll Call

Joseph A. Backus	Mayor	Benjamin Burgener	City Manager
Tyler Miller	Councilor President	Chris Fluellen	Police Chief
Jeannet Santiago	Councilor	Susan M. Reeves	City Recorder/HR
Kim Holmes	Councilor	N.J. Johnson	Assistant to City Manager/City Planner
Andrew Lafrenz	Councilor		(left at 7:27pm)
Joel Haugen	Councilor		

Excused: Councilor Marisa Jacobs

Remote: Susan Knudsen (left at 7:13pm); Craig Knudsen (left at 7:27pm) and Joe (joined at 7:28pm)

Approval of the Agenda

Councilor Haugen moved, and Council President Miller seconded the motion to approve the agenda. Motion passed (6-0). Mayor Backus, aye; Council President Miller, aye; Councilor Santiago, aye; Councilor Holmes, aye; Councilor Lafrenz, aye; and Councilor Haugen, aye.

Public Comment ~ Items not on the agenda

Pat Kessi, Scappoose School Board Member, gave an update on their bond process. He explained one of the reasons why he is here and giving an update is because one of their options that is the middle school might be available and they want to keep it in the community, and it might be available for the City to do something with it. He explained this year they looked at the long-term plan for the school and the student population growth is not increasing, believe it or not. It looks like for the next 20 years it will be about the same, so they looked at just doing a seventh and eighth grade, not six, seven and eight grade. He explained they really looked at what they can do for bare bones but something that is going to last a long time. He explained they came up with four options and each of those options are around \$40 million. He explained they are going to get community feedback on what they think is going to be the best option.

Mayor Backus explained in the past we did sign a memorandum of understanding in regards to looking into possibly helping and doing something with the middle school. He said, speaking for himself, that we would be interested in seeing again what opportunities we as a City may have as a community center, or office space and we would like to keep that building up if we can. He would like to see what the options are.

Council President Miller asked if there was a study done on what it would cost the School District to bring the middle school up to code?

Pat Kessi replied yes, there was a study and a full renovation was about \$70 million to bring it up to school standards, not office standards. He explained if the City were to use it, they could use it as office standards.

Council President Miller asked if there was anything in the study that would exclude the City from obtaining that report and using it?

Pat Kessi replied not at all.

Mayor Backus and Council thanked Pat Kessi.

Consent Agenda ~ May 5, 2025 City Council meeting minutes

Councilor Holmes moved, and Councilor Haugen seconded the motion to approve the Consent Agenda ~ May 5, 2025 City Council meeting minutes. Motion passed (6-0). Mayor Backus, aye; Council President Miller, aye; Councilor Santiago, aye; Councilor Holmes, aye; Councilor Lafrenz, aye; and Councilor Haugen, aye.

Oath of Office ~ Sergeant Jacob Anderson

Mayor Backus reaffirmed the oath of office for Sergeant Jacob Anderson.

Congratulations, Sergeant Anderson!

Continuation of Work Session (If needed) ~ 2025 Community Enhancement Program Presentations

Heather Arnis and Wanda Bauer gave an overview of the Scappoose Historical Society application.

Amanda Longtain & Mary McNabb gave an overview of the Scappoose Kiwanis Youth Rec Center application.

Jeff Weiss gave an overview of the Scappoose Public Library application.

Judy Dughman and Sherry Quarry gave an overview of the Scappoose Senior Center application.

Clair Catt gave an overview of the United Way of Columbia County application.

Mayor Backus and the Council thanked all the applicants. He explained at the next Council meeting they will discuss eligibility and how much money they have to divide.

Scappoose Rural Fire Protection District Annual Report

Fire Chief Pricher handed out the 2024 Scappoose Rural Fire Protection District Annual Report and gave an overview of the report.

After some discussion Mayor and Council thanked Chief Pricher for the presentation.

Announcements – information only

Calendar

Mayor Backus went over the calendar.

Updates: City Manager; Police Chief; Councilors; and Mayor

City Manager Burgener gave some updates. He explained last week he had the opportunity to meet with the County Commissioners. He has been asked to serve on the Crown Zellerbach Trail Advisory Committee. He explained conversations continue around Luma Vista. He talked

to the Council about an individual asking about additional restrictions regarding back yard burning. He would like to know how the Council would like to proceed.

Mayor Backus explained he liked what Chief Pricher said about educating the community.

Council and staff discussed the burning complaint issue more and discussed maybe offering other opportunities like a yard debris day without changing our code. The general consensus was to have the community member come before Council during public comment.

City Manager Burgener talked about the upcoming Scappoose Outdoor Fun Festival event.

Police Chief Fluellen gave updates on the Police Department. He explained last week he attended the Homeland Security Emergency Management Commission and is now a voting member. He explained the Scappoose Police Department will be participating in the Outdoor Fun Festival.

Councilor Haugen gave an update on the School District meeting that he attended. He explained the 2025 Valedictorian set an all-time GPA record and is graduating with 28 college credits and then her brother is the salutatorian and also a State wrestling champion. He would like to recognize the standout graduates.

Councilor Holmes wanted to take a moment to acknowledge that the high school community did tragically lose one of their own. She wants to recognize that there are a lot of families that are hurting in many different ways so be kind to each other out there because it will take time to heal. She went over some budget items and asked if we have earmarked money for the Earth Day event and the Summer Fest event, and in addition the Senior Center?

City Manager Burgener replied it is in the budget with similar allocations.

Councilor Holmes explained in looking at the Department Heads in the budget she wants to make sure we have looked at their wages.

City Manager Burgener explained we are going through a current salary study for those positions.

Councilor Holmes stated to City Manager Burgener that he is coming up on a one-year anniversary. She thanked him and said it has been great having him here. She explained when they had his compensation discussion a few months ago there was the talk, and she doesn't know if we ever resolved it about if they want to do a 360 review or not. She thinks the agreement was to not do it tied to a compensation. She stated if we want to do something like that coming up on a year would probably make sense. She stated if there is a conversation we want to have, we should get that on the calendar so that doesn't get missed.

City Manager Burgener explained the last conversation we had on that was more aligned that we would be doing that as he works with ICMA and that could be shared through the Council. ICMA has that every so often and they already have a mechanism to do the 360. He explained the conversation they had when he was reviewed was the official review would be a year from that review so it would be in March.

The general consensus was to have a work session sometime in July to discuss the city manager review process.

Councilor Santiago explained she attended the LOC Conference. She explained the next LOC Conference is the 100th year and it will be in Portland. She gave an overview of the EDC meeting. She explained the LOC finally heard from the Economic Forecast Budget and she looked at the budget and how it is going to affect Scappoose. She explained for Scappoose the economic forecast impacts would be manufacturing vulnerability. She explained other effects would be slower growth; growth recession; and there is less funding available for local infrastructure projects, education and other services that benefit other communities like ours. She stated what she would like to emphasize what she is saying is not blue, red, it is very bipartisan ~ regarding the political affiliations, she wanted to share her concerns for the well-being of this community. The economic forecast presents challenges that effect all Scappoose residents, businesses and families. She stated according to the State's economic forecast, both increasing trade tariffs and cut to Federal programs will directly slow growth Oregon's communities like ours. To prepare for these challenges in Scappoose we must do three concrete actions: Build up our city's rainy-day fund; support wider variety of local businesses rather than depending on single industry and focus on limited resource investments that help withstand economic pressure. She explained we should be looking for opportunities to collaborate with State and Local partners and maximize our funding remaining available. Community partnership is important more than ever. That is what she got out of the Economic Forecast.

Council President Miller talked about schedule time for staffing the Council tent for the Summer Outdoor Fun Festival. He asked City Manager Burgener if there is any staff that wants to be at the event to help out.

City Manager Burgener replied he will ask staff to see if anyone is interested.

Mayor Backus talked about information he received from "Just serve". He explained his heart goes out to all the families involved in the incident the other night. He stated Scappoose we are all one big family and so when this happened it hurts all of us because it's a family member, whether they are from the School District, or the City of Scappoose, we are one big family.

Adjournment

Mayor Backus adjourned the meeting at 8:32pm.

Mayor Joseph A. Backus

Attest:

City Recorder Susan M. Reeves, MMC

DRAFT

CITY OF SCAPPOOSE

Council Action & Status Report

Date Submitted: May 28, 2025

Agenda Date Requested: June 2, 2025

To: Scappoose City Council

From: Benjamin Burgener, City Manager

Subject: Meissner Property Donation

TYPE OF ACTION REQUESTED:

<input type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance
<input checked="" type="checkbox"/> Formal Action	<input type="checkbox"/> Discussion

ISSUE:

On July 15, 2024, the Scappoose City Council discussed and approved the 1.9-acre Meissner property donation proposal to be used as a nature preserve and children's park. Staff proceeded to work with legal counsel to write up an official agreement with the terms discussed and are now requesting approval for the city manager to sign the agreement and all other documents associated with the land donation to transfer ownership to the City of Scappoose.

ANALYSIS:

The prior staff report and donation proposal are included for reference after the proposed land donation agreement document.

The only major change from the original proposal is the condition in section 8 of the submitted agreement: "in the event the Property is not used for those purposes the Property will revert to the Grantor and if the Grantor has been dissolved the Property will revert to the Bird Alliance of Oregon".

FISCAL IMPACT:

While the property will be donated for free, the City will be responsible for making all upgrades stipulated by the Meissner's, including a fence and sign; as well as adding a parking lot, restrooms, pathways and children's play area. In addition, there will be costs associated with upkeep of the property, such as mowing and weed eating. Not all improvements are required upfront, but there are a few that were part of discussions including the fence, signs, public access, and some trail maintenance. The FY 2026 budget includes \$75k for these initial improvements.

RECOMMENDATION:

Staff recommends the City Council approve the Meissner property donation agreement and approve the City Manager to sign the proposed land donation agreement and all other documents associated with the land donation to transfer ownership of the property from the Meissner's to the City of Scappoose.

Request for Council Action

Agreement for Donation of Real Property

This Agreement for Donation of Real Property is made this 22 day of May, 2025 (the “Effective Date”) by and between the City of Scappoose, an Oregon municipal corporation (“Grantee”), and Duane J. Meissner and Elizabeth A. Meissner, co-trustees of the Meissner Revocable Living Trust U/A dated December 12, 2022 (“Grantor”).

RECITALS

A. The addresses of the parties are as follows:

GRANTEE: City of Scappoose
33568 E. Columbia Ave
Scappoose, Oregon 97056
Attn: City Manager

GRANTOR: Meissner Revocable Living Trust
33287 SW Dutch Canyon Rd
Scappoose, OR 97056

B. Grantor owns approximately 1.91 acres of real property located on SW Dutch Canyon Road (Tax Lot Number 3213-CO-01800), in the City of Scappoose, Columbia County, Oregon, together with (i) all and singular the appurtenances appertaining thereto, and all rights, easements or other interests, if any, in and to adjacent streets, alleys and rights-of-way abutting such real property; (ii) any improvements situated upon the land; (iii) all rights of access, utility capabilities and complete control of the surface usage of the land; and (iv) such other assignable rights, interests and properties as may be specified in this Agreement, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Subject Property”).

C. Grantor desires to donate Subject Property to Grantee to be used for a nature preserve and park.

In light of the foregoing, Grantor and Grantee agree as follows:

TERMS

- 1. Donation and Consideration.** Grantor agrees to and hereby does donate to Grantee and Grantee hereby agrees to and does accept from Grantor the Subject Property on the terms and conditions set forth herein. The consideration for this donation consists solely of the mutual promises and covenants contained in this Agreement and includes benefits

Grantor may obtain for donating property to an Oregon municipal corporation. Further Grantor has been fully informed of their rights under the federal Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended. Grantor understands that they cannot be required to convey the Property to the City for less than its appraised fair market value.

- 2. Grantor's Delivery of Documents.** Within fifteen (15) days after the Effective Date, Grantor shall deliver to Grantee any and all material information and documentation in Grantor's possession or control pertaining to the Subject Property (the "Due Diligence Documents"). The Due Diligence Documents include (without limitation) copies of (a) all environmental data, studies, analyses, and reports relating to the Subject Property or any neighboring property, (b) any existing survey of the Subject Property, (c) any existing leases, boundary agreements, road maintenance agreements, or other contracts relating to all or a portion of the Subject Property, (d) all topographical, geotechnical, wetlands, soils, and groundwater reports, or any other professional reports relating to the Subject Property, (e) any well logs or water right certificates or permits relating to the Subject Property, (f) copies of any government permits, land use approvals or conditions, or zoning restrictions affecting the Subject Property, and (g) any other investigation and inspection reports completed within the last twelve (12) months in connection with the Subject Property, and the most recent Title Report for the Subject Property in Grantor's possession. If Grantor is aware of the existence of any material information and documentation pertaining to the Subject Property that are not in Grantor's possession or control, Grantor shall notify Grantee of the existence of such information within fifteen (15) days after the Effective Date or two (2) business days after learning of such information.
- 3. Condition of the Subject Property.** Grantee acknowledges it has had the opportunity to conduct an investigation and inspection of the Subject Property. Grantee also has obtained a Title Report from the Title Company. Within fifteen (15) days of receipt of the Title Report, Grantee shall provide Grantor written notice of any unacceptable exceptions. Within fifteen (15) days of receipt of notice of any unacceptable exceptions, Grantor will provide written notice to Grantee whether it will remove the unacceptable exceptions before Closing. Taxes, mortgages, or other monetary liens or encumbrances are automatically deemed unacceptable exceptions and must be removed by Closing. Grantee in its sole discretion may determine if it wished to terminate this Agreement in the event some or all of the unacceptable exceptions are not removed at or by Closing. Grantor makes no representation or warranty as to the condition or suitability of the Subject Property for Grantee's intended purposes.
- 4. Closing Date.** This transaction shall close on the date mutually agreed upon by the Parties (the "Closing Date" or "Closing"). Closing will occur at the office of Ticor Title, 2534 Sykes Rd, St. Helens, Oregon 97051 ("Title Company").
- 5. Donation of Property.** Grantor agrees that it is solely responsible for any tax deductions as determined by the Internal Revenue Service and any tax consequences that may result

from the charitable gift set forth in Section 1 above. Grantor is advised to consult with a tax advisor concerning this Agreement.

6. Title. Grantor shall convey through a statutory warranty deed ("Deed") to Grantee free and clear of all unacceptable title defects, liens, deeds of trust, mortgages and encumbrances known by the Seller or disclosed through the Title Report. The Deed will contain language therein whereby Grantee agrees to use the Property for a nature preserve and a public park and in the event the Property is not used for those purposes the Property will revert to the Grantor and if the Grantor has been dissolved the Property will revert to the Bird Alliance of Oregon.

7. Park Name and Plaque. Grantee shall name the nature preserve and park the "The Timee Nature Preserve" and will post a plaque on the Property that states:

"This nature preserve and park
are dedicated to the Native Americans
who lived on this land for thousands
of years in harmony with nature"

This provision shall survive Closing.

8. Fencing. Grantee agrees to construct and maintain a 6 ft high wood privacy fence between the Subject Property and the two properties adjacent to the Property on east side as delineated in Exhibit B. This provision shall survive Closing.

9. Title Insurance. Grantee shall be responsible for obtaining a standard ALTA owner's policy or other policy of title insurance of its choosing within 60 days of conveyance, if Grantee desires such insurance.

10. Possession. Possession shall be delivered to Grantee upon Closing.

11. Grantor's Representations. Grantor makes the following representations which representations and warranties survive Grantor's signatures on this agreement and on the deed:

- a. Grantor has all requisite authority and power to enter into this agreement and has followed all necessary procedures to transfer the Subject Property pursuant to its bylaws and any applicable declarations of covenants, conditions, and restrictions.
- b. Grantor will donate, transfer and deliver, or cause the donation, delivery and transfer of all of its right, title and interest in and to the Subject Property.
- c. Grantor represents and warrants that they are not "foreign persons" as defined in Section 1445 of the Internal Revenue Code.
- d. Grantor represents that there has been no material adverse change in the physical condition of the Subject Property from the date of this Agreement to closing except those changes initiated by the Grantee.

- e. Grantor has received no written notice from any governmental agency of any violation of any statute, law, ordinance, or deed restriction, rule or regulation with respect to the Subject Property.
 - f. Grantor has not brought onto, stored, buried, used on, emitted, or released from or allowed to be brought onto, stored, buried, used on, emitted, released from, or produced or disposed of, from, or on the Subject Property any Hazardous Substances as that term is defined under ORS 465.200 in violation of any environmental laws of the federal or state government.
- 12. Grantee's Representations.** Grantee makes the following representations which representations and warranties survive the transfer of the Subject Property to Grantee.
- a. Grantee has all requisite authority and power to enter into this Agreement.
 - b. Neither Grantee's execution of this Agreement nor its taking any of the actions contemplated hereunder will violate any code or other applicable governmental regulations.
 - c. Grantee maintains that it is a political subdivision of the state of Oregon for federal income tax purposes.
- 13. Escrow, Title Transfer, and Fees.** The parties agree that this transaction will close in escrow at the Title Company. The title transfer and recording costs, and other associated fees shall be the responsibility of the Grantee. Taxes will be prorated as of the date of closing. Grantee will be responsible for cost of escrow.
- 14. Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.
- 15. Agreement Binding on Successors.** This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.
- 16. Additional Documents.** Grantor and Grantee agree to execute such additional documents, including escrow instructions consistent with this Agreement as may be reasonable and necessary to carry out the provisions of this Agreement.
- 17. Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Grantor and Grantee pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

No waiver shall be binding unless executed in writing by the party making the waiver.

- 18. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.
- 19. Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.
- 20. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855 OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855 OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

GRANTEE: CITY OF SCAPPOOSE

**GRANTOR: MEISSNER
REVOCABLE LIVING TRUST**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**GRANTOR: MEISSNER
REVOCABLE LIVING TRUST**

By: _____

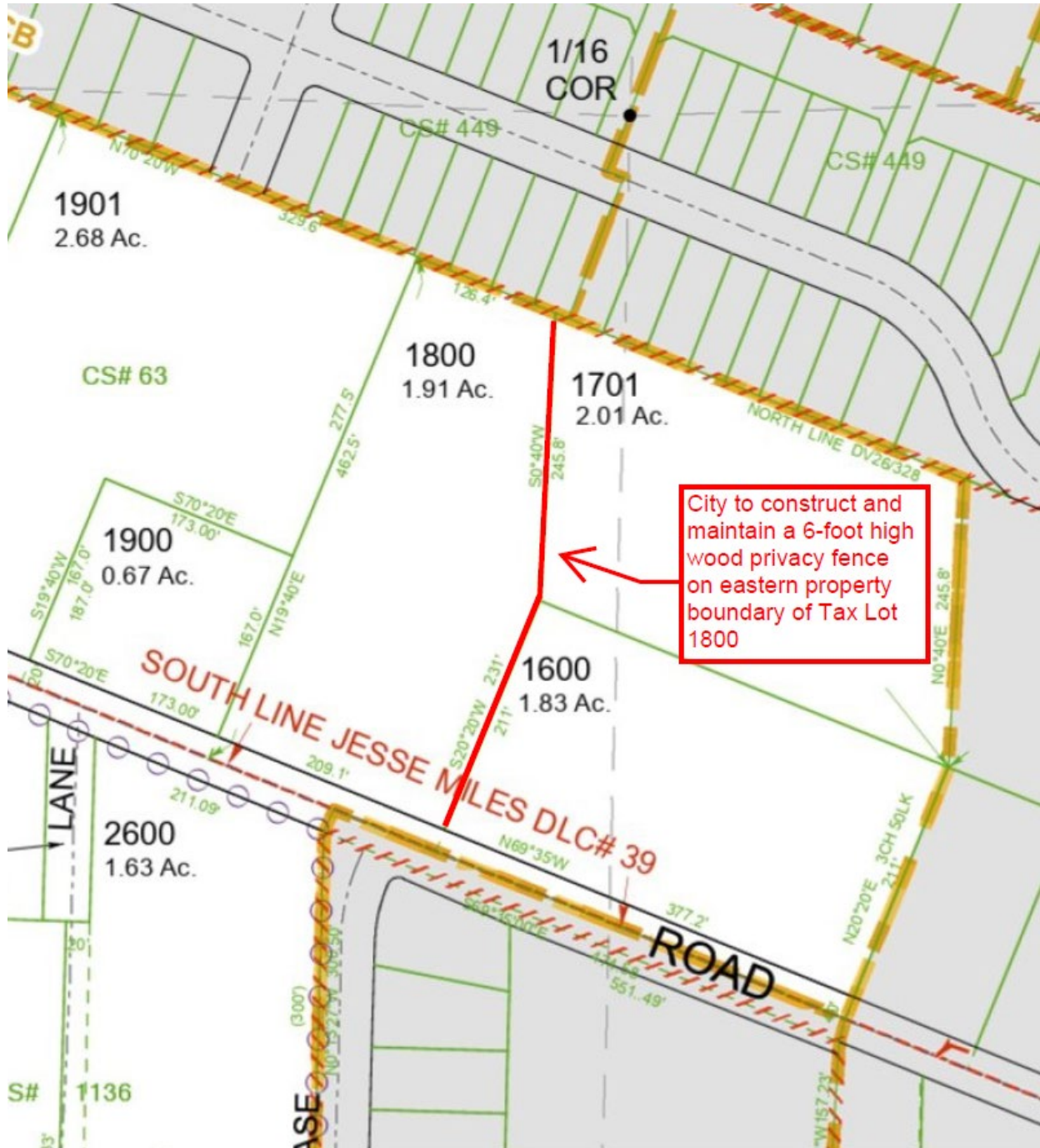
Title: _____

Date: _____

Exhibit A
Legal Description

Beginning at a point on the Southerly line of the Jesse Miles Donation Land Claim in Section 13, Township 3 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon, which is South 70° 20' East 1126.7 feet from the Southwest corner of said Donation Land Claim, said point being the most Southerly corner of the F.K. Mulvey et ux tract as described in deed recorded July 9, 1945 in Book 77, Page 474 Deed Records of Columbia County, Oregon;
Thence South 70° 20' East, along the South line of said Donation Land Claim, a distance of 209.1 feet to the most Westerly corner of the John Uhlman tract as described in deed recorded January 28, 1911 in Deed book 14, Page 405, Deed Records of Columbia County, Oregon;
Thence North 20° 20' East along the West line of said Uhlman tract, a distance of 231 feet to the most Northerly corner of said Uhlman tract, said point also being the Southwest corner of the Duane Meissner tract as described in deed recorded January 16, 1974 in Deed Book 194, Page 378, Deed Records of Columbia County, Oregon;
Thence North 00° 40' East along the West line of said Meissner tract, a distance of 245.8 feet to a point; said point being on the Southerly line of the Emil Most et ux tract as described in deed recorded December 12, 1949 in Deed Book 105, Page 628, Deed Records of Columbia County, Oregon
Thence North 69° 12' West along the Southerly line of said Most tract, a distance of 126.4 feet, more or less, to the most Easterly corner of said Mulvey et ux tract;
Thence South 19° 40' East along the Easterly line of said Mulvey et ux tract a distance of 462.5 feet to the point of beginning.

Exhibit B
Fencing



City of Scappoose Council Action & Staff Report

Date Submitted: July 9, 2024

Agenda Date Requested: July 15, 2024

To: Scappoose City Council

From: Dave Sukau, Public Works Director and Acting City Manager

Subject: Meissner Property Donation

Type of Action Requested:

<input type="checkbox"/>	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Formal Action	<input type="checkbox"/>	<input type="checkbox"/>	Report Only

Issue:

Over the past few years, Duane and Elizabeth Meissner have been considering donating their property to the City to be used as a City park. In May 2024, Duane and Elizabeth Meissner submitted a proposal to the City for the donation of their 1.91 acre property to be used as a nature preserve and playground. The Meissner property is located on Dutch Canyon Road behind the Columbia West shopping center in an area of town that is currently lacking in City park facilities. The property consists of a natural wildlife area with no other improvements on-site.

The Meissners have placed some stipulations on the donation of their land. The stipulations are:

1. The property is to be named Timee Nature Preserve, after Chief Concomly's daughter.
2. A plaque is to be displayed in the park with the following inscription:

"This nature preserve and park
Are dedicated to the Native Americans
Who lived on this land for thousands
Of years in harmony with nature."

3. A six foot fence is to be erected in the park between their remaining property and the nature preserve property.

In addition, a deed restriction will be placed on the property stipulating that the property is not to be used for any purpose other than a nature preserve and children's playground.

Analysis:

As stated previously, the Meissner property is located in an area of the City that is lacking in Park facilities. The addition of this property to the City's array of parks would help further the City's goal, outlined in the City's Parks Master Plan, of having a park facility within a 10-minute walk of all residents.

Fiscal Impact:

While the property will be donated for free, the City will be responsible for making the upgrades stipulated by the Meissners, including the fence, as well as adding a parking lot, restrooms and children's play area. In addition, there will be costs associated with upkeeping the property, such as mowing and weed eating.

Recommendation:

Staff recommends that Council approve the acceptance of the Meissner property donation to be used as a nature preserve and children's park.

Suggested Motion:

I move Council approve the acceptance of the Meissner property donation to be used as a nature preserve and children's park.

Attachments:

Exhibit A: Proposal received from The Meissners

PROPOSAL FOR DONATING 1.91 ACRES OF LAND
TO THE CITY OF SCAPPOOSE FOR A PLAYGROUND
AND NATURE PRESERVE

My wife and I strongly feel that the highest and best use for the property is a children's park combined with a nature preserve.

The creation of a children's park combined with a nature preserve would be of value to the city in the following ways: A children's playground could be created at the south end of the park by the road. The park would provide for physical activity. The trail through the park would give children exercise and contact with an urban forest and all of the amenities that an urban forest can provide.

Global warming is and will continue to be a problem in the future. The trees will lower the temperature of the neighborhood by several degrees.

This preserve will provide an area for adults to walk their dog, walk or exercise and gain all the advantages that being in an urban forest environment provides.

It will take the city some time to complete this project. We do insist that a 6' privacy fence be constructed between our remaining property and proposed nature preserve before the fence with locked gate along Dutch Canyon Rd. is removed.

NAME OF NATURE PRESERVE

Sometime ago the City Council renamed Tomee Park to Chief ConcomlyPark. The reasoning was that her name was spelled Tomee, Timmee, Timee or any variation thereof. Timee did not spell her name. The Chinook had no written language. Various people would hear her name, then write it in their journals or notes using their own spelling. After consideration of the potential for historical inaccuracy the park was named Chief Concomly Park. According to an excellent book, Naked in the Rain by Rick Rubin, the correct spelling is Chief Comcomly, not Concomly. (p.378)

Of the four most common spellings for Tom McKay's wife (Timmie, Timmee, Timee, Tomee) Timmie is used in Rick Rubins's book. Another excellent book on this subject is The Chinook Indians – Traders of the Lower Columbia River by Robert H Ruby and John A Brown. These two authors use Timee as the chosen spelling. She did exist. She is important in local Native American history. We will require that the name be The Timee Nature Preserve.

RECOGNITION OF NATIVE AMERICANS

The Chinook Indians lived in this area for at least 4,000 years, but Native Americans have been in this area much longer. The bones of Kennewick Man were carbon dated to be 8,900 to 9,000 years old. Sagebrush sandals found at Fork Rock State Park were dated to be 9,000 to 13,000 years old.

When we planted the trees on our property, we found many cobble stone tools that were used by Native Americans (See Attachment 1).

I have no idea when Native Americans first moved to this area, but I do know that Native Americans make up most of this area's history.

One of the requirements of this donation is that there be a monument with a plaque that will contain a short statement similar to the following:

This nature preserve and park
Are dedicated to the Native Americans,
Who lived on this land for thousands
Of years in harmony with nature.

DEED RESTRICTIONS

The city will not sell, trade, donate or use this land in any way other than a children's playground and nature preserve. A nature preserve is defined as an area set aside to protect the plants, animals, and natural communities, which are found on it or be restored in the future.

The area will have paths or trails for the enjoyment, education, exercise and positive mental health aspects of the citizens, who use the preserve.

SUMMARY

In summary, the reason our family is willing to donate this property to the city at no cost is that we strongly believe that a nature preserve is the highest and best use for this land.

A nature preserve is not a park with manicured lawns and trimmed trees. It is a natural area where birds and other forms of wildlife feel at home and share their lives with the area residents, who have trails and benches to have access to the area. It is a preserve where people can relax, walk their dogs

and maintain their physical and mental health. The preserve is also a place that will lower the temperature of the neighborhood during a heat wave.

Nature preserves are also places where area residents should be given the opportunity to maintain the area by volunteering their time.

A children's park with play equipment for young children at the front area of the nature preserve will attract more people to the area and will provide needed physical activity.

Sincerely,

Duane J. Meissner

Duane J. Meissner 5/31/24
Elizabeth A. Meissner

Elizabeth A. Meissner 5/31/24

Dear Mr. Meissner,

1

It was a pleasure meeting you and your son last week. Your property is truly an island of ecological and archaeological significance within a space of impactful modern human disturbance. As I mentioned previously, as an Oregon Department of Forestry and State of Oregon employee I may not offer opinions, advice, recommendations, etc. on the items we discussed, but I am able to put you in contact with someone who will likely be able to discuss things further with you.

Thus, please meet Briece - emailed here and his phone number is: 503-879-2084. He is a member of the Grand Ronde Confederation of Tribes and would be your best local contact. If you have any additional questions concerning communications with Briece please let me know. He is an outstanding individual personally and an asset in stewardship for the Confederated Tribes of the Grand Ronde.

Finally, I would like to thank you for serving as a biology teacher for your long career. I have no doubt you impacted many lives in very positive ways.

Respectfully,

Deanna

Deanna N. Grimstead, Ph.D.

(she/her - Safe Space)

Tribal Government Policy Coordinator & Archaeologist

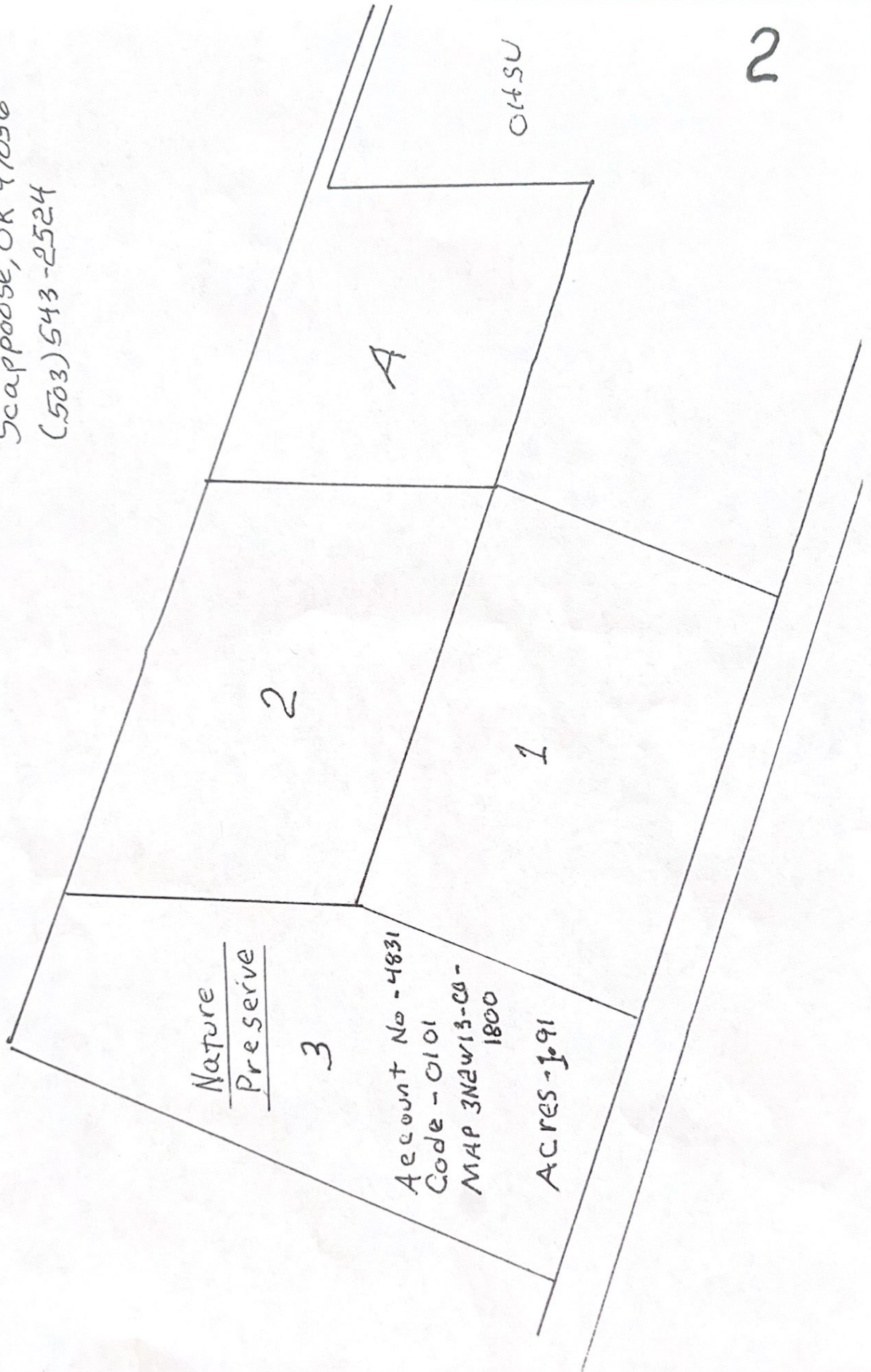
Oregon Department of Forestry

Cell: 971-375-2093

Email: deanna.n.grimstead@odf.oregon.gov

LinkedIn: <https://www.linkedin.com/in/deanna-grimstead-027847208>

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Scappoose, OR 97056
(503) 543-2524



2

City of Scappoose Council Action & Staff Report

Date Submitted: May 30, 2025

Agenda Date Requested: June 2, 2025

To: Scappoose City Council

From: N.J. Johnson, Asst. to City Manager/City Planner

Subject: 2025 Community Enhancement Program Allocations

Type of Action Requested:

[]	Resolution	[]	Ordinance
[X]	Formal Action	[]	Report Only

Issue

The Community Enhancement Program (CEP) has been serving Scappoose for more than 20 years. Through a competitive application process, the City Council awards grants to qualifying organizations working within the Scappoose Urban Growth Boundary for specific programs or projects that can be implemented within a 1-year time frame and that provide a public benefit to the Scappoose community.

There were 16 applications submitted for the 2025 Community Enhancement Program. All applications qualify for consideration of award, including having submitted interim or final project reports if they received a grant in the 2024 cycle. Representatives of each organization had the opportunity to present their application and answer questions from Councilors at the May 19, 2025 Council work session/meeting. The City now needs to allocate up to \$42,016 to the organizations whereas a total of \$65,775 was requested.

Analysis

Members of Councilors had the opportunity to score each application 0-5 and the average score was calculated for each grant request. Based on those averages, staff prepared two initial allocation packages for Council consideration in **Exhibit A**. Council may adjust either of these allocations during the meeting prior to approving a final package.

As listed in **Exhibit A**, Proposed Allocation #1, or the “tier system”, distributes available funds by various percentages in each cluster or tier. The tiers are based on the average Councilor score of each grant request. The percent of requested funding each tier received can be seen in the table

below. The outcomes of this method are that average score influences the award total to a greater extent than the proportional system, including that the lowest scoring applications would not receive funding and that middle scoring applications receive significantly less than high scoring applications. This funds the highest priority projects at or near 100% of their request.

Tier	Percent of requested funding received
Tier 1 (Scores 4.25-5.00)	100%
Tier 2 (Scores 4.01-4.24)	90%
Tier 3 (Score 4.00)	80%
Tier 4 (Scores 3.5-3.99)	50%
Tier 5 (3.25-3.49)	45%
Tier 6 (3.00-3.24)	35% ¹
Tier 7 (0.00-2.99)	0%

1 \$45 and \$46 respectively were added to the two grant awards in this tier to round out the total available for the 2025 Community Enhancement Program.

Proposed Allocation #2, or the “proportional system”, was created from the premise that every applicant receives a grant award and the proportions are based on the weighted share of available funds. The initial formula is the average score of an application divided by 5, then multiplied by the grant request. If this is done for every request and added together, the total is \$49,047, which exceeds \$42,016, the amount allocated for the entire program. From the initial formula, each award is multiplied by 42,016 divided by 49,047 for their final proportional share. The outcomes of this method are that all organizations will be funded to some extent and that the average scores play a role in determining the award but not as impactful as the tier system. For example, a high scoring organization will receive less in this system and a relatively middle or low scoring organization will receive more.

Council may modify either of these systems’ awards or create their own award allocation package to approve.

Fiscal Impact

\$42,016 has already been allocated for the 2025 Community Enhancement Program. Staff will execute the awards with each applicant based on the funding package Council approves.

Recommendation

Staff recommends that Council discuss the proposed award distribution systems and approve one, modify one, or develop their own award distribution package.

Suggested Motion

The final motion will depend on the award distribution package that Council wishes to approve. As such, a list of possible motions are presented below:

1. I move that Council approve the Proposed Allocation #1, the “Tier System”, for the 2025 Community Enhancement Program award allocations, as presented in the staff report.
2. I move that Council approve the Proposed Allocation #2, the “Proportional System”, for the 2025 Community Enhancement Program award allocations, as presented in the staff report.
3. I move that Council approve the following award package for the 2025 Community Enhancement Program award allocations: “\$_____ to _____, \$_____ to _____, [...]”

Exhibits

- A. Initial Grant Award Allocations
- B. City Councilor Scores

2025 Community Enhancement Program Initial Allocations						
Organization	Project	Requested Allocation	Average Score	Score Rank	Proposed Allocation #1 (Tier System)	Proposed Allocation #2 (Proportional System)
Amani Center	Amani Center Program	\$5,000	4.40	1	\$5,000	\$3,769
CASA For Children	Critical Advocacy for Scappoose's Children in Foster Care	\$5,000	3.20	13	\$1,796	\$2,741
Columbia County HUB	Youth Campership Program	\$4,500	3.40	12	\$2,025	\$2,621
Community Action Team	Home Delivered Meals	\$5,000	4.20	4	\$4,500	\$3,598
Grace Lutheran Children's Center	Classroom Furnishings	\$5,000	4.00	8	\$4,000	\$3,427
Northwest Regional Education Service District	DREAM & STEAM	\$4,750	3.70	9	\$2,375	\$3,011
Sande School of Horsemanship	Equine Assisted Mental Health Expansion	\$5,000	3.16	14	\$1,795	\$2,707
Scappoose Community Club	Farmers Market Music	\$1,525	4.40	1	\$1,525	\$1,150
Scappoose Community Connection	Holiday Displays	\$2,000	2.70	15	\$0	\$925
Scappoose Elementary Parent Organization	SEPO Community Events	\$4,000	3.60	11	\$2,000	\$2,467
Scappoose Historical Society	Holiday Light Competition	\$2,500	4.20	4	\$2,250	\$1,799
Scappoose Kiwanis Youth Rec Center	Scappoose Kiwanis Youth Rec Center	\$5,000	4.20	4	\$4,500	\$3,598
Scappoose Public Library	Movies by Moonlight	\$5,000	4.40	1	\$5,000	\$3,769
Scappoose Senior Center	Thrift Store Siding Replacement	\$5,000	4.20	4	\$4,500	\$3,598
Springlake Community	Mobility Mats	\$5,000	2.20	16	\$0	\$1,885
United Way of Columbia County	Dolly Parton's Imagination Library	\$1,500	3.70	9	\$750	\$951
Total		\$65,775			\$42,016	\$42,016

[illegible]

CITY OF SCAPPOOSE

Verify meetings, get virtual meeting details, or for more meeting information on our website: <https://www.scappoose.gov> or call City Hall 503-543-7146. Thank you!

June 2025						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Council Work Session 6pm City Council 7pm	3	4	5	6	7 Farmers Market 9am – 2pm
8	9	10	11	12	13	14 Farmers Market 9am – 2pm
15	16 URA Meeting 6:30pm City Council 7pm	17	18	19 City Offices Closed	20	21 Farmers Market 9am – 2pm
22	23	24	25	26 EDC, Noon Planning Commission, 7pm	27	28 Farmers Market 9am – 2pm
29	30					