

IMPORTANT: Any citizen attending a commission meeting may speak on any item on the agenda. If you wish to speak, please fill out the Speaker Request form. The Chair will recognize you and inform you as to the amount of time allotted to you. The time granted will be dependent to some extent on the nature of the item under discussion, the number of people who wish to be heard, and the length of the agenda.



AGENDA FOR STUDY SESSION

ASHLAND PARKS & RECREATION COMMISSION

**May 16, 2016
The Grove
1195 E. Main Street**

7:00 p.m.

- I. CALL TO ORDER
- II. PUBLIC INPUT
- III. CLAY STREET DOG PARK DISCUSSION
- IV. RECREATIONAL IMMUNITY DISCUSSION
- V. STAFF UPDATES
- VI. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Administrator's office at (541) 488-6002 (TTY phone number 1-800-735-2900). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title I).

ASHLAND PARKS AND RECREATION COMMISSION

340 S. PIONEER STREET

ASHLAND, OREGON 97520

COMMISSIONERS:

Mike Gardiner
Rick Landt
Jim Lewis
Matt Miller
Vanston Shaw



Michael A. Black, AICP
Director

TEL: 541.488.5340
FAX: 541.488.5314
parksinfo@ashland.or.us

PARKS COMMISSION STAFF REPORT

TO: Ashland Parks and Recreation Commission
FROM: Michael A. Black, Director
DATE: May 16, 2016
SUBJECT: Study Session Overview

A Parks Commission study session is scheduled for Monday, May 16, 2016 at The Grove, 1195 E. Main Street at 7:00 p.m.

The agenda includes the following:

Dog Park Discussion

The Commission took public comment on the concept to build a second dog park at the Clay Street property that was recently purchased from the City of Ashland. The public turned out to the meeting and a lot of very good feedback was given to the Commission to help make the decision on how to move forward with the design of the dog park.

The comments at the meeting were varied and general support was shown for the concept but there was some concern about traffic at the site and parking related to the dog park use.

Staff plans to assist the Commission in reviewing the comments from the public meeting and discussing design issues from the meeting that could affect the outcome of the design for the park.

Attachments: Public Comment Notes from April 25, 2016 Commission Meeting; April 25, 2016 Clay Street Dog Park Staff Report

Recreational Immunity

Recently an Oregon State Supreme Court case was decided on that affected recreational immunity for cities in Oregon (*Johnson v. Gibson*). Park agencies, and other owners of public lands, can still employ recreational immunity in a claim; however, the court has found that the act that created recreational immunity (ORS 105.672) only applies to the land owner but was never intended to immunize employees or agents who work on behalf of landowners.

In aforementioned case, the plaintiff claimed that negligence on the part of a park worker and his supervisor contributed to an injury they received on public land. The city here – Portland – was immune from the claim as an agency, but they plaintiff went on to sue the employee and the supervisor and won a settlement.

Staff would like to bring the information from this case to the attention of the Commission so that it is abreast of the effective changes to recreational immunity as a result of the Supreme Court findings.

Attachments: CIS Report – Real Time Risk



April 25, 2016 - Ashland Parks and Recreation Commission Notes of Public Comment (not official minutes)

Public Comment

Ms. Sarah Breckenridge of 1235 Calypso Ct. in Ashland was called forward.

Breckenridge noted that she was President of the HOA for the McCall Condos. She expressed appreciation for Director Black, stating that he walked the property with residents, answering their questions about the proposed use.

Breckenridge asked the Commission to consider creation of a community garden in the area of the property that is closest to McCall Drive. She advocated for open space and more aesthetically pleasing fencing for the Dog Park. She suggested mesh fencing with wooden posts as a suitable alternative.

Ms. Mila Valenta of 349 Engle Street in Ashland was called forward.

Valenta presented a list of desirables for the property including a new playground for nearby residents. She commented on the number of open spaces or parks in West Ashland versus the number of spaces east of Mountain Avenue, presenting a map as visual confirmation. Valenta referred to the YMCA portion of the property, noting that the playground was small and insufficient for the population nearby. She stated that a second restroom would be welcomed. Finally, she stated that in her opinion, there was a greater need for a park for children rather than a dog park.

Ms. Marian Crumme of 321 Clay Street in Ashland was called forward.

Crumme expressed a concern about traffic on Clay Street, stating that parking is allowed on both sides of Clay Street and because of that it creates a narrow passage that restricts the thoroughway. The intersection of Clay Street and East Main was another challenged area due to disrepair of the roadbed. Crumme suggested that a comprehensive plan be developed by the City to address the roadway issues.

Mr. Scott Peterson of 2271 McCall Drive in Ashland was called forward.

Peterson noted that the proposed dog park property houses a small blackberry patch that provides habitat for a wide variety of birds. He asked that the consideration be given to preserving the nesting site.

Ms. Mary Ann Shank at 321 Clay Street in Ashland was called forward.

Shank reiterated concerns about the narrowness of Clay Street, stating that it was unsafe for the children who live there. She requested that a small portion of the property be set aside as housing for the homeless. Shank proposed that two or three homes be placed throughout the City's open spaces to be used by those in need.

Ms. Nancy Willson of 321 Clay Street in Ashland was called forward.

Willson expressed appreciation for the proposed Dog Park, stating that parks and open spaces are planned for the enjoyment of Ashland residents, leaving very few safe opportunities for their canine partners. She encouraged the Commission to continue to support the proposed dog park on Clay Street.

Ms. Collen Shanahan of 320 E. Main in Ashland was called forward.

Shanahan stated that she was a dog trainer by trade. She noted that the proposed dog park would be

appreciated – particularly plans to separate small dogs from the larger dogs. She stated that the opportunities for providing appropriate space for dog owners to allow dogs off leach was limited and the dog park would help to alleviate this pressing need. She noted that the existing dog park was overcrowded, jeopardizing the safety of the dogs and their owners.

Ms. Allison Wildman of 420 Clay Street in Ashland was called forward.

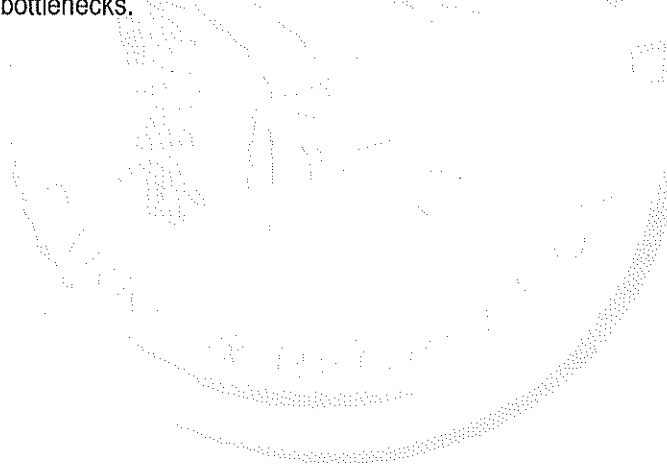
Wildman was appreciative of Director Black for explaining APRC concepts and goals.

She asked that Commissioners continue to be responsive to the community by creating a space that includes pleasing aesthetics from landscaping to fencing. Wildman noted that the adjacent playground was not sufficient for the neighborhood, and was appropriate for younger children only - up to seven years of age. Older children in the area have no or limited access to City parks.

Wildman reiterated concern about traffic, stating that traffic along Clay Street is currently problematic and might become dangerous when people come from other parts of the City to walk their dogs. She advocated that decreasing the dog park to one acre, would allow for more community space.

Mr. Michael Trembley of 2263 McCall Drive in Ashland was called forward.

Trembley explained the hazards of driving along Clay Street. He noted that intersections are particularly troublesome, suggesting that a traffic engineer be engaged to consider traffic patterns in the area and possible solutions for the bottlenecks.



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340 S. PIONEER STREET • ASHLAND, OREGON 97520

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PARKS COMMISSION STAFF REPORT

TO: Ashland Parks and Recreation Commission
FROM: Michael Black
DATE: March 23, 2016
SUBJECT: Clay Street Property

BACKGROUND

Since the following goal and objective were adopted in 2015, APRC staff has been evaluating the site at Villard and Engle Streets, off of Clay Street, for the expansion of off-leash dog facilities in Ashland.

Goal: Evaluate current capital projects for feasibility, relevancy and implementation planning.

Objective: Move forward with sidewalks on Winburn Way and Clay Street Dog Park.

The Clay Street property (the "Site") was purchased from the City in 2011 for \$1,350,000. Since that time the Ashland Parks and Recreation Commission has been making payments for the property and the final payment will be made in this biennium. Since the adoption of the goal by the Commission, staff has been considering how best to use the property for the stated purpose. Several concept plans have been prepared over that time and now the Commission has focused in on just one of those.

The site is currently undeveloped and is about three acres in area. It should be noted that the property size will be reduced by approximately 12,000 square feet to accommodate a proposed property line adjustment by the City. The application for PLA is attached to this staff report.

The site slopes to the north from the south and the total fall of the property is 22 feet, or 1,972 ft. at the south property line to 1,950 ft. at the north property line. The average slope of the property is 3%. The site also contains fill dirt that was deposited on site when the adjacent residential property was developed. The estimated amount of fill is nearly 2,000 cubic yards.

Across the adjoining property line to the east is the YMCA Park with soccer fields, a playground, parking lot and restrooms. The property to the north is outside of the City boundary and is rural-residential in use. To the west and south, the properties have been developed into medium-density housing.

PROPOSED CONCEPT PLAN

The American Kennel Club¹ recommends that the following design amenities are included in all dog parks:

1. One acre or more of land surrounded by a four- to six-foot high chain-link fence. Preferably, the fence should be equipped with a double-gated entry to keep dogs from escaping and to facilitate wheelchair access.
2. Cleaning supplies, including covered garbage cans, waste bags, and pooper-scooper stations.
3. Shade and water for both dogs and owners, along with benches and tables.
4. A safe, accessible location with adequate drainage and a grassy area that is mowed routinely.
5. If space allows, it is preferable to provide separate areas for small and large dogs. This will enable large dog owners to allow their pets to run more freely, while protecting smaller dogs who may not be suited to the enthusiastic play of larger breeds.
6. Signs that specify park hours and rules.
7. Parking close to the site.

Staff has prepared a concept plan at the Site that meets all of the criteria of the American Kennel Club's recommendations. In addition, staff has proposed a concept that takes into account the proximity of the property to surrounding land uses and land owners. Staff believes the concept being proposed at the site will provide:

1. A safe and attractive park for the use of off-leash dogs and their owners with:
 - a. Adequate access points along a consistent fence line enclosing a maintained dog area
 - b. Separate large and small-dog areas
 - c. Shade and water for dogs and owners
2. A park that incorporates additional amenities outside of the dog park that will not only be attractive to dog owners but the public in general, including adjacent neighbors.
3. Adequate off-street parking for the dog park and the potential for additional parking if necessary.
4. A pedestrian access and circulation plan that allows access from the adjacent neighborhoods and a plan for circulation on site.

Dog Park (Regular)

The area proposed for the regular dog park encompasses the northern half (1.25 acres) of the 2.57 acre park area. The dog park will be surrounded on three sides by a 4'-6' vinyl coated chain-link fence. On the fourth side of the dog park (east-side) a pre-existing chain-link fence will provide the separation from the soccer fields at the YMCA Park and the dog park. Final locations for access points into the dog park will be determined through this review process; however, it is proposed that there be adequate

¹ *Establishing a Dog Park in Your Community*. American Kennel Club. Downloaded from <http://images.akc.org/pdf/GLEG01.pdf> on April 20, 2016.

entry points on both the north and south ends of the dog park. Accessibility to the parking areas and pedestrian paths will also be key to locating access points.

Staff proposes that the access points illustrated on the attached concept plan be considered as the proposed locations for the purpose of review leading to a final determination. Staff also proposes that the access points feature double gates for control of dogs upon entering and leaving the facility and that the interior portions of the entry points be treated with a concrete floor for ease of maintenance and access for ADA.



VINYL COATED CHAIN-LINK

Staff also recommends that a shade structure be installed within the large dog area for the convenience of dog owners. Water for humans and dogs will also be installed at the south end of the large dog area. Trash receptacles will be provided at the site and adequate equipment for dog waste cleanup will also be provided.

The area inside of the fencing will be treated similarly to the area at the existing Ashland Dog Park with mowed vegetation, shade area for dog owners and water for dogs and owners. Amenities are proposed to be located at the south end of the dog park.

Dog Park (Small and Training)

The small dog area is proposed to be at least .25 acres and would consist of the same materials and function of the larger dog area with the exception of the shade structure.

Parking

Parking at the site is still conceptual at this point and could include up to 15 off-street parking spaces. These spaces are proposed to be located immediately adjacent to Engle Street and would be designed as 90 degree parking. Engle is a dead-end street and 90 degree parking will allow users to enter the parking stall from the street and then back into the street to exit Engle Street the same way the vehicle entered.

Currently, about 18 cars can park on the east side of Engle Street (a public street) if the cars are parked parallel every 25 feet. With the addition of parking, about 150 feet of on street parking (about 6 parallel parking stalls) will be eliminated and replaced with fifteen 90 degree parking stalls. In total, if on-street parking was counted the new parking capacity for the east side of Engle Street would be 27. An increase of nine stalls from 18.

Pedestrian Access and Circulation

Pedestrian access has already been created through various trails and sidewalks from Clay Street and Tolman Creek Rd. via YMCA Park. Ideally, as the concept plan shows, pedestrian access through and around the dog parks would be enhanced by walking trails. Staff recommends that those trails be

constructed of a variety of materials including concrete and chips/granite. In addition to the ability to access the park via the trails and pathways, a circular pedestrian system will allow for additional recreation opportunities for walking and jogging. One circumference of the path around both dog parks would measure a ¼ mile.

YMCA Park

The YMCA Park was deeded to the Ashland Parks and Recreation Commission in 1986. Since that time, parks has built and maintained all of the facilities on site according the requirements of the deed of the property. The park remains in the ownership of APRC; however, the use of the park is nearly exclusive to the YMCA per agreement.

Aside from the walking trail on the east side of the western YMCA Park fence which separates the dog park from the YMCA soccer fields and the addition of a walking path leading from Tolman Creek Road to the existing pedestrian trails in the YMCA park, no changes are proposed for the YMCA Park property.

No changes are proposed to the soccer field areas as a result of this plan for a dog park.

Playgrounds, Restrooms and other Park Amenities

With the fact that the public restroom facilities and playground at the YMCA are within 500 feet of the proposed dog parking, and that those facilities are available to public use, Staff is not proposing any additional restroom or playground facilities with this concept.

Staff is, however, proposing that two distinct areas at the south end of the Site equaling .5 acres combined be reserved for potential future expansion of park facilities. At this time, staff does not see the need add the cost of the redundant facilities.

Future uses of the "park areas" could include community gardens, picnic areas, pollinator gardens, small playing fields, etc.

Budget Impact

The current available budget for the dog park is \$246,500. Staff will not prepare a detailed cost estimate until after a concept has been adopted and a site plan is prepared; however, a preliminary budget (below) shows that prior to adding the off-street parking the project cost was estimated to be \$223,643.20 (includes a 10% contingency). Adding the fifteen parking stalls could cost as much as \$60,000 which would increase the project cost to \$289,643.20 (includes 10% contingency).

Adding the parking does increase the price to the extent that additional funding would be required. At the time of this writing, the City has not been able to comment on the off-street parking requirement that they would impose, if any at all.

Budget Estimate

ITEM	UNIT	No. of UNITS	UNIT PRICE	EXTENDED PRICE
Permitting/SDCs	EA	1	\$ 9,000.00	\$ 9,000.00
Design	EA	1	\$ 5,000.00	\$ 5,000.00
Shelter	EA	1	\$ 1,500.00	\$ 1,500.00
Dog Play Equipment		1	\$ 3,000.00	\$ 3,000.00
Picnic Tables	EA	1	\$ 2,500.00	\$ 2,500.00
Drinking Fountains		2	\$ 2,325.00	\$ 4,650.00
Fenced area	LF	1,600	\$ 10.00	\$ 16,000.00
Double Entry Area	EA	5	\$ 700.00	\$ 3,500.00
Vegetation (trees, shrubs)	EA	1	\$ 3,500.00	\$ 3,500.00
Field development (seed, irrigation, fertilizer)	EA	1	\$ 9,000.00	\$ 9,000.00
Concrete work, Excavation, Grading, Labor	EA	1	\$ 140,000.00	\$ 140,000.00
Parking	EA	15	\$ 4,000.00	\$ 60,000.00
Water Service	EA	1	\$ 3,662.00	\$ 3,662.00
Misc. Materials	EA	1	\$ 2,000.00	\$ 2,000.00
Total Dog Park				\$ 263,312.00
Sub-total				\$ 263,312.00
Contingencies (10%)				\$ 26,331.20
Total				\$ 289,643.20

RECOMMENDATION

Staff recommends that the Commission review the enclosed materials and hold the public input meeting as planned to receive the desired public comment. No action is recommended at the April 25th meeting.

Attachments: Dog Park Concept; YMCA Park Deed; Public Comment re: Dog Park Concept



CLAY STREET DOG PARK - CONCEPT PLAN

APRC - MARCH 21, 2016
NOT TO SCALE

NOTICE

Park Policy Action Affecting this Property

The Ashland Parks & Recreation Commission welcomes public input at its regular meeting on Monday, April 25, when they will consider...

Clay Street Dog Park

The public meeting will be held in Council Chambers, 1175 E Main St, 7 p.m.



Other options for submitting public comment include sending an email to michael.black@ashland.or.us or mailing or hand delivering a letter to the address below...

ASHLAND PARKS & RECREATION COMMISSION

340 S Pioneer St, Ashland, OR 97520
541.488.5340 | AshlandParksandRec.org

From: [Marcia Hunter](#)
To: [Michael Black](#)
Subject: Clay St. Dog Park
Date: Saturday, April 16, 2016 5:02:02 PM

Dear Michael,

As regular users of the existing dog park, we would like to give our enthusiastic support to the proposed dog park #2 off of Clay St. We have seen how beneficial the socialization has been for both our dog and for us, as we have been taking our Brittany dog to the dog park three or four times a week for almost four years now.

The new park will take some of the burden off the older one (and maybe even allow the grass to grow back) and allow those of us on the east side of town to walk to the park instead of driving through town.

We love the proposed location, which has already proven to be a popular spot for casual dog walkers. We hope that there will be a gate on the YMCA field side of the park to allow for easy access from either side. If possible, maybe the big mound could be left in the center, as I'm sure the dogs will love running up and down the hill.

Thank you in advance for developing this new park.

Marcia and Jim Hunter
2105 E. Main St.
Ashland, OR 97520

541-488-1293

From: [Siple, Kathleen K.](#)
To: [Michael Black; planning](#)
Subject: Clay Street dog park and PA-2016-00537
Date: Monday, April 18, 2016 2:03:14 PM

Dear Mr. Black and Planning department:

We are not able to attend the Parks and Recreation Department April 25 meeting on the proposed Clay Street dog park, so are writing to you as suggested by the emailed notice we received from the City. Our property is located at 410 Clay Street, adjacent to the City's Clay Street property. We have 2 dogs, but have strong reservations about a dog dedicated park at the City's Clay Street property. We respectfully ask that you consider a dog friendly (i.e. people park which allows dogs on leash), instead of a dog dedicated park. Among our concerns is the objectionable odor that a dedicated dog park would generate. Also, in the past couple of years we've noticed that there appears to be more aggressive behavior amongst the dogs at the existing dog park, and therefore don't use that park as much as we used to. A people park (dog friendly or not) would allow more residents in the area to enjoy an open space venue which is needed in the lower Clay neighborhood. We also ask that the City consider a community garden on the south end of the City property (ideally on what is identified as Lot 2 of the 3-lot minor subdivision application PA-2016-00537 currently under consideration by the City), with any proposed additional housing to be relocated from proposed Lot 2 to the north end of the property between the existing multi-family housing and soccer field. We are therefore also copying the Planning Department in response to the City's Notice of Application PA-2016-00537. Thank you for the opportunity to express our opinions on the proposed dog park and proposed subdivision application.

Sincerely,
Kathy Siple and Gary Dittler

From: [Jeanne Peterson](#)
To: [Michael Black](#)
Subject: Clay street dog park
Date: Tuesday, April 19, 2016 10:33:24 AM

Dear Michael,

We live on the north end of town and use the existing dog park 3-4 times a week. We support the proposed new park at the other end of town. It will help eliminate some traffic through town, be a lot more convenient for folks living on the south side, and reduce some wear on the existing park. The proposed location and design are a good fit for that neighborhood. The city did a good job of planning this project.

Gary & Jeanne Peterson

From: [Mila Maria](#)
To: [Michael Black](#)
Subject: Clay Street Dogpark
Date: Saturday, April 16, 2016 8:17:21 PM

Dear Michael Black -

I am a resident of lower Clay Street and wish to comment on the Clay Street Dog Park. Please consider the following:

First and most importantly, there is no major playing park for the children at this end of town, on this side of the railroad tracks. Using Mountain Avenue as a midpoint on the map of the area of Ashland clearly shows the cluster of parks to the west of that road: **25**. Of a total of **35** Ashland parks, **only 10 of them are to the east of Mountain Avenue and NONE are near lower Clay**, despite the fact that there is lots of high density housing here, with more planned. The **ONLY** park on this side of the railroad tracks anywhere near lower Clay is the YMCA park, an open field adjacent to the proposed dog park. Please include the needs of the residents, both current and future, in your plans. The YMCA has water on the property, so it could be a delightful playground and water park.

Also, the parking on Engle St. is limited and very crowded already when there is an event at the YMCA - which is every weekend. Many people who live on Engle also park there. The park must have accommodations for all the cars I'm sure it will attract.

Finally, please make a restroom part of the plan to handle the increased people traffic.

Thank you for considering my suggestions and taking into account the needs of the residents in this park of town.

Sincerely, Mila Valenta

From: [Mara](#)
To: [Michael Black](#)
Subject: Dog Park Clay Street Comments
Date: Wednesday, April 13, 2016 11:27:04 PM

This is Dog Park is being built in my 'hood.

Since people have already regularly been running dogs off leash to play in this area, along with tenant's kids flying their kites and playing in general in the open area it will be great to have an official dog park constructed.

Hopefully, that will help keep dog owners from running them loose on the soccer fields which the Y has posted as a No Dogs area.

I am concerned about adding increased traffic density on the narrow dead end streets adjacent to a 70 unit housing complex and the Y soccer fields access gate. At present, when the Y hosts weekend soccer games and play offs, those attending the games already fill up the street side parking spots on Engle and Villard. The narrow width of the two streets creates difficulty for parked cars and tenant vehicles to negotiate safely past each other.

Emergency responders already have a hard time negotiating turns onto Engle from Villard. Adding 90° parking, as pictured, on a dead end street appears to require vehicles to use the Snowberry Brook complex parking lot on Engle as a turn around, adding congestion to their already busy parking lot where tenants kids ride their bikes, scooters and skateboards.

Is it possible that McCall Alley, which currently dead ends at the park land be completed to connect to Engle/Villard St. to offer alternative ingress and egress to the dog park area? Especially, considering the HAJC plans for building more Affordable Housing units on Villard Street, each tenant adding more vehicles.

How will the timing of the Dog Park construction phase fit in with that of the housing units? I understand that additional sewer lines, electricity, Internet fiber hook ups will first have to be added before the housing construction can begin. All forms of construction creates temporary chaos, added traffic congestion for existing neighborhood residents and visitors.

Snowberry Brook is a Smoke Free complex. Tenants that are smokers must do so off property, currently including at the Engle street curb adjacent the park land. Has this issue been considered and addressed with HAJC? Will this new Dog Park be designated a Smoke Free park just as Lithia Park is, or, will more cigarette butts be discarded on the park grounds by the tenants and dog owners? Ashland ordinances prohibit littering, including cigarette butts, but the city currently prioritizes its attention on enforcement in the downtown area where tourists shop, eat and attend OSF.

Will the Ashland Parks Dept and City Police add or redirect staff to more regularly monitor this Dog Park area? There is little to no active presence of currently in this part of town

These are my questions and concerns. I'm an SOU graduate, 20 year resident of Ashland, currently living in this neighborhood. I don't have a dog at present, nor do I smoke, but I do drive a car and as a member of the Y, prefer walking there on either McCall Alley, or the dirt path leading through the Y soccer field.

Thank you for reading this.

Sincerely,
Mara Owens

Sent from my iPad

From: [Sky Loos](#)
To: [Michael Black](#)
Subject: Dog park
Date: Thursday, April 14, 2016 9:19:51 AM

Hi,

I just wanted to give you feedback regarding the proposed Clay St dog park. I live on that end of town, and it would be fantastic to have a place to take my dogs that's closer. While it's not difficult to drive to the north end of town, I would be able to walk to the new park as would others, which would help cut down on traffic congestion. Thanks! Sky Loos

From: [raj indigo](#)
To: [Michael Black](#)
Subject: Dogs
Date: Tuesday, April 19, 2016 12:07:39 PM

I live in the apts next to YMCA park, there appears to be the start of a problem with homeless and there dogs unleashed running free, Sunday a dog fight neither tied up, also they let there dog do there business by the kids playground n soccer field as the bathroom area is there hang out, also a couple people in there vans using the park as a day camp going Thur there vehicle or working on them like the park is there work space, a number of ladies in the neighborhood feel it just creepy old guys hanging out not using the park as a place to enjoy but there day camp, we notify the APD but we get they think it now a problem to address, we our hoping you can do something about this as we like to use the park as intended thank you! My email jslukauskas@gmail.com

From: [Amanda Casserly](#)
To: [Michael Black](#)
Subject: In Support of Clay Street Dog Park
Date: Thursday, April 14, 2016 7:48:58 PM

Hi Michael,

I'm writing in support of the proposed Clay Street Dog Park. I think a second dog park would be a huge benefit to the city. The existing dog park is great, but it is usually quite crowded. It is also on the complete other side of town from the neighborhoods near Clay Street, neighborhoods which have a lot of dog owners. A new dog park would lessen crowding at the current dog park, as well as provide a safe and appropriate place for dogs in nearby neighborhoods to exercise so that owners aren't tempted to use our other lovely parks as "unofficial" dog parks.

I sincerely hope that the APRC will decide to move forward with the new Clay Street Dog Park.

Thank you,

Amanda Casserly

OC

BARGAIN AND SALE DEED

1:37

48-18

88-19956

KNOW ALL MEN BY THESE PRESENTS, That Young Men's Christian Association of Ashland, Oregon, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto the City of Ashland, Oregon, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, situated in the County of Jackson, State of Oregon, described as follows: to-wit: in Exhibit A set forth below, subject to all encumbrances of record and also subject to the following encumbrances, conditions, and reservations:

See Reverse Side

A tract or parcel of land situated in the Southwest quarter of Section 11, Township 39 South; Range 1 East of the Willamette Base and Meridian, Jackson County, Oregon and being more fully described as follows:

Commencing at the section corner common to Sections 11, 12, 13, and 14, said Township and Range; thence North 78°45'23" West, 3,435.60 feet to a 5/8 inch iron rod situated in the Westerly right of way of Tolman Creek Road, as said road has been resurveyed and monumented, for the TRUE POINT OF BEGINNING; thence leaving said right of way, South 89°57'36" West, 315.08 feet to a found 3/4 inch crimped top iron pipe; thence South 89°53'31" West, 311.27 feet to a 5/8 inch iron rod and being the Northeast corner of that parcel of land first described in that Boundary Line by Agreement, recorded as Document No. 75-15343 of the Official Records of Jackson County, Oregon; thence leaving said agreement line, North 00°18'53" West, 666.31 feet to a 5/8 inch iron rod; thence South 89°31'33" East, 340.04 feet to a 5/8 inch iron rod; thence South 05°54'53" West, 415.56 feet to a 5/8 inch iron rod; thence South 00°10'59" East, 137.42 feet to a 5/8 inch iron rod; thence South 00°19'18" West, 0.44 feet to a 5/8 inch iron rod; thence East, 194.99 feet to a 5/8 inch iron rod situated in the Westerly right of way of Tolman Creek Road as hereinabove referred to; thence South 00°04'09" West along said Westerly right of way, 236.52 feet to the point of beginning.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ NONE.

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 92.020.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 6th day of October, 1984, if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereby by Young Men's Christian Association of Ashland, Oregon.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

If the signature of the grantor is a corporation, see the form of certificate of incorporation appended.

STATE OF OREGON,

County of Jackson

The foregoing instrument was acknowledged before me this 6th day of October, 1984, by

Allen C. Drescher, President

Young Men's Christian Association of Ashland, Oregon

My commission expires

(SEAL) My commission expires

STATE OF OREGON, County of Jackson

The foregoing instrument was acknowledged before me this 6th day of October, 1984, by Allen C. Drescher, President

Young Men's Christian Association of Ashland, Oregon

My commission expires

(SEAL) My commission expires

(SEAL) My commission expires

(SEAL) My commission expires

STATE OF OREGON,

County of Jackson

I certify that the within instrument was received for record on the

day of October, 1984, at

o'clock P.M., and recorded

in book/leaf, volume No. 11, on

page 1, or as fee/file/instrument/microfilm/reception No.

Record of Deeds of said county.

Witness my hand and seal of

County affixed.

NAME TITLE

By Deputy

After recording return to:

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

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86-19956

Grantee shall use said real property as a city park, in perpetuity, in accordance with the terms and conditions set forth in the "Maintenance and Use Agreement" a copy of which is attached hereto as Exhibit D.

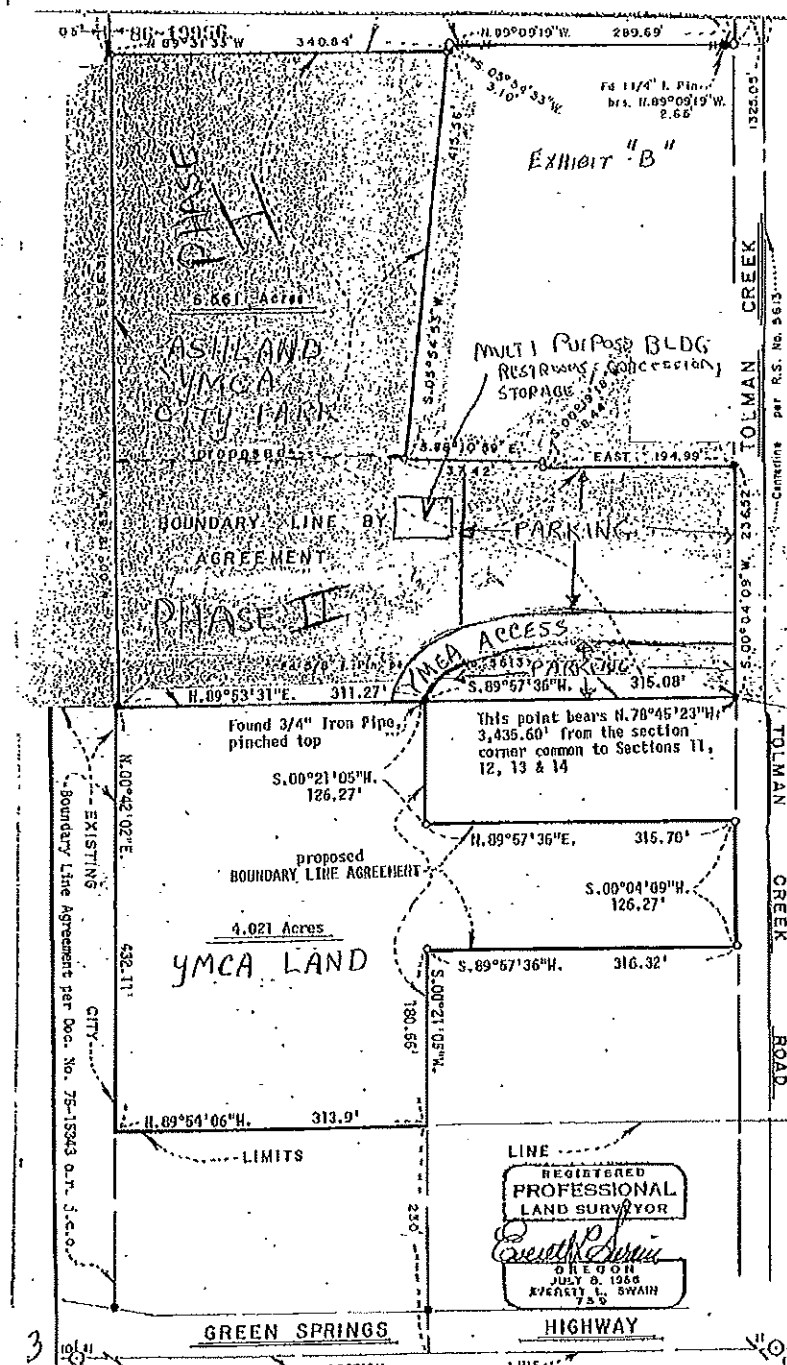
Grantor reserves unto itself, its assigns, and successors in interest a perpetual, non-exclusive easement to use for the benefit of Grantor's real property described in Exhibit C all utility, sewer and drainage easements that encumber or exist upon or across the real property described in Exhibit A and also the right to use any and all existing drainage ditches, pipes and water courses whether or not easements exist at the time of this conveyance to use such ditches, pipes and water courses.

Grantor reserves unto itself its officers, employees, members and guests a perpetual, non-exclusive easement to use the parking area designated on the diagram attached hereto as Exhibit B for the parking of vehicles used by Grantor, its employees, officers, members, and guests; and Grantor reserves unto itself, its officers, employees, members and guests a perpetual non-exclusive easement to use all roadways and premises open to the public for the use of motor vehicles on the real property described in Exhibit A as access to the real property described in Exhibit C from Tolman Creek Road to that certain strip of land designated on the diagram attached as Exhibit B as "YMCA access" lying upon Exhibit A thence along a strip of land, twenty feet in width, on Exhibit A in the location designated in Exhibit B as "YMCA access" from the parking area on Exhibit A and designated on the diagram attached as Exhibit B to the real property owned by Grantor and described in Exhibit C and designated on the diagram attached as Exhibit B as "YMCA land." Grantor shall have the right to construct a roadway upon the strip of land on Exhibit A and designated on Exhibit B as "YMCA access" for the use of motor vehicles and pedestrians, and, in this event, Grantor shall maintain said roadway in a safe condition. This access easement shall be personal to Grantor, its officers, employees, members and guests and may not be assigned or conveyed to any other person. Grantor shall hold Grantee harmless from any claims arising against Grantee as a result of use of the access easement reserved herein by Grantor, or by Grantor's employees, officers, members or guests.

Grantor reserves unto itself, a perpetual, non-exclusive easement to use the southerly ten (10) feet of the real property conveyed hereby and described in Exhibit "A" for use by Grantor to install, maintain, repair and replace underground water, sewer, electrical, and other utility services, for the benefit of Grantor's real property described in Exhibit "C" attached hereto.

Grantor reserves unto itself a perpetual easement to use, jointly with Grantee, the existing well and water from the existing well on the real property conveyed hereby and described in Exhibit "A", together with the right to install a pump and pipes from said existing well across the real property described in Exhibit "A" by the most direct route to the utility easement reserved herein and lying on the southerly ten feet of the real property described in Exhibit "A" to Grantor's real property described in Exhibit "C", and also a perpetual easement to install, repair, and maintain said well, pump, and pipes from said well along said easement and to Grantor's real property described in Exhibit "C", for the purpose of furnishing water to any YMCA building or facilities placed upon and used by Grantor on Grantor's real property described in Exhibit "C"; provided, however, that Grantor's use of the well and water shall not interfere with or diminish Grantee's right to use the same for park purposes on the real property described in Exhibit "A", and in the event of any conflict between Grantor and Grantee in the use of said water and well, Grantee shall have the right to use the same for park purposes on the real property described in Exhibit "A", and Grantor's right to use the same shall be curtailed in order to permit Grantee to use the same.

2-



86-19986

EXHIBIT "C"

39 16 NE Tax Lot 1000

A tract or parcel of land situated in the Southwest quarter of Section 11, Township 39 South, Range 1 East of the Willamette Meridian, Jackson County, Oregon and being more fully described as follows:

Commencing at a found iron pipe with a bronze cap situated at the Southeast corner of Section 11, said Township and Range; thence North 00° 29' 41" West, 4051.67 feet to a found 5/8 inch iron rod situated in that boundary line by Agreement recorded as Document No. 75-15343 of the Official Records of Jackson County, Oregon, and being referred to in said document as found per Recorded Survey No. 5613, said iron rod being the True Point of Beginning; thence South 00° 42' 02" West along said agreement line, 269.38 feet to a 5/8 inch iron rod; thence leaving said agreement line, South 89° 52' 39" East and parallel to the relocated Green Springs Highway as shown on the Oregon State Highway Map No. 90-8-22, dated March 1971, a distance of 110.01 feet to a 5/8 inch iron rod; thence South 00° 42' 02" West, 104.00 feet; thence South 89° 52' 39" East, 66.37 feet; thence along the arc of a 54.462 foot radius curve to the left, the radial bearings "in and out" are North 71° 44' 43" East and South 60° 07' 22" West (the central angle is 13° 37' 21") 12.95 feet; thence along the arc of a 54.462 foot radius curve to the right, the radial bearings "in and out" are South 60° 07' 22" West and South 89° 17' 58" East (the central angle is 10° 34' 40") 29.065 feet to a 5/8 inch iron rod; thence South 00° 42' 02" West, 75.87 feet to a 5/8 inch iron rod; thence along the arc of a 62.473 foot radius curve to the right, the radial bearings "in and out" are North 89° 17' 58" West and South 61° 24' 50" East (the central angle is 27° 53' 00") 40.135 feet to a 5/8 inch iron rod; thence along the arc of a 62.473 foot radius curve to the left, the radial bearings "in and out" are South 61° 24' 50" East and North 89° 17' 58" West (the central angle is 27° 53' 00") 40.135 feet to a 5/8 inch iron rod; thence South 00° 42' 02" West, 53.53 feet to a 5/8 inch iron rod situated in the Northerly right of way line of the relocated Green Springs Highway, as hereinabove referred to; thence South 89° 52' 39" East along said highway right of way line, 145.03 feet to a 5/8 inch iron rod situated at the South-Southeast corner of Parcel No. 3, as shown on that Minor Land Partition filed for record the 28th day of September, 1981 at 4:17 P.M. and recorded in Volume 4, Page 68 of "Minor Land Partitions" in Jackson County, Oregon; thence leaving the Northerly highway right of way line, North 00° 21' 05" East along the Easterly boundary line of said Parcel No. 3, a distance of 360.06 feet to a 5/8 inch iron rod; thence North 89° 57' 36" East, 316.32 feet to a 5/8 inch iron rod situated at the East-Southeast corner of said Parcel No. 3 and being common with the Westerly right of way line of Tolman Creek Road, as said road has been resurveyed and monumented; thence North 00° 04' 09" East along the Westerly right of way of said road, 126.27 feet to a 5/8 inch iron rod; thence leaving said Westerly right of way, South 89° 57' 36" West, 315.70 feet to a 5/8 inch iron rod; thence North 00° 21' 05" East (deed record 126.27 feet) 126.27 feet to a found 3/4 inch pinched top iron pipe situated at the North-Northeast corner of said Parcel No. 3; thence South 89° 53' 31" West, 311.27 feet to the point of beginning.

EXHIBIT "D"

86-19956

MAINTENANCE AND USE AGREEMENT

The parties to this agreement are the Ashland Family YMCA, hereafter referred to as YMCA; the Ashland Parks and Recreation Commission of the City of Ashland, Oregon, hereafter referred to as the Park Commission; and the City of Ashland, Oregon.

Whereas, the YMCA has agreed to dedicate to the City of Ashland, Oregon, certain real property described in Exhibit A attached hereto for use as a city park under the control and management of the Park Commission as provided in Article XIX, Section 3 of the Charter of the City of Ashland, Oregon, hereafter referred to as the Park;

Whereas the YMCA operates various programs consistent with its tax exempt purposes as a nonprofit organization hereafter referred to as YMCA Programs; and

Whereas, the Park Commission intends to construct improvements upon the Park in two phases, hereafter referred to as Phase I and Phase II upon segments of the Park as outlined on the diagram attached hereto as Exhibit B;

Now, therefore, the parties agree as follows:

1. Within one year after the date of this agreement the Park Commission shall complete the following improvements upon Phase I:

a. install functioning irrigation system connected to the existing well on the property to be upgraded with pump to be installed and connected to irrigation system adequate to irrigate all playing fields indicated on diagram.

-1- Agreement

86-19856

b. Fill, level, and plant grass seed suitable for multi-purpose playing fields, including suitability for soccer, in area indicated on diagram.

c. Construct multi-purpose building including restrooms, concession and storage in area indicated on diagram.

d. Develop unpaved parking area for a minimum of 80 cars and landscaping to meet applicable city codes and irrigation system for landscaping where indicated on diagram.

2. The Park Commission shall use reasonable, good faith efforts to complete the following improvements upon Phase II within two years after the date of this agreement, provided if the Park Commission is unable to perform its obligations under this subparagraph regarding Phase II within said time due to unforeseen circumstances beyond the control of the parties to this agreement, then the Park Commission shall use reasonable good faith efforts to complete the following improvements upon Phase II as soon as practical and in no event later than three years after the date of this agreement:

a. Develop upper field area for multi-purpose playing fields including suitability for soccer.

b. Pave parking area and install playground equipment and picnic area so as not to interfere with use of playing fields.

3. By January 1 of each year, commencing January 1, 1987, the YMCA shall submit to the Park Commission, in writing, a schedule of YMCA programs for the calendar year commencing on

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January 1 of that year to be carried out by the YMCA in the Park, specifying the dates and hours of such programs and the nature of such programs. By February 1 of each year the Park Commission shall approve usage of the Park by the YMCA on the dates and times set forth in the schedule submitted by the YMCA for the programs described in such schedule. Approval of such schedule shall not be unreasonably withheld by the Park Commission based upon the public interest provided that the YMCA shall be given preferential treatment, after Parks and Recreation Commission use, in scheduling use of the park, in consideration of the gift of the land. The Park Commission shall not authorize any other person or entity to use the playing fields or multi-purpose building in the Park during the times approved by the Park Commission for use of such playing fields and building by the YMCA. The YMCA shall have the exclusive right to use the playing fields and multi-purpose building in the Park during the times approved by the Park Commission for use by the YMCA. The YMCA is authorized to place a notice, in the Park informing the general public that during certain times approved by the Ashland Parks and Recreation Commission the YMCA shall have the exclusive right to use the playing fields and multi-purpose building.

4. The Park shall be administered by the Park Commission as a City Park, and the YMCA shall have the right to use the Park on the same basis as any other person or entity during those times when the YMCA does not have the exclusive right to use the playing fields and multi-purpose building, provided, however,

-3- Agreement

86-19956

that there shall be no fees or costs charged to the YMCA or by the YMCA for use of the Park or any park, playing fields or facilities at any time, in perpetuity. The YMCA shall have the right to use the playing fields, park and facilities in the park at no cost to the YMCA in perpetuity for YMCA programs during all times when such use is approved by the Park Commission.

5. During all times when the YMCA uses the park or playing fields in the park or park facilities for any YMCA programs or purposes, the YMCA shall hold the Park Commission and City of Ashland harmless from any and all claims arising against the Park Commission or the City of Ashland and its employees, officers, and officials for any injuries or damages sustained by any person, other than employees, officers and officials of the Park Commission or City of Ashland, arising as a result of the use of the Park by the YMCA and due to any cause other than the negligence of the City of Ashland or the Park Commission or its employees, officers or officials.

6. The Park Commission shall maintain the park and the playing fields suitable for soccer as long as the YMCA maintains a soccer program and facilities in the Park.

7. The YMCA shall exercise reasonable care to supervise its use of the Park in a reasonable manner.

8. The YMCA shall have the right to store athletic equipment and supplies in the multi-purpose building in an area designated by the Park Commission during the YMCA usage schedule as approved by the Parks Commission.

-4- Agreement

8

86-19956

9. The YMCA shall have the right to leave portable soccer goals on the site in the Park throughout the year in perpetuity.

10. The YMCA shall have the right to "line" soccer fields on the playing fields in the Park from time to time in perpetuity.

11. The name of the Park shall be "Ashland YMCA City Park."

12. The City of Ashland shall co-operate with the Park Commission in the performance of its obligations hereunder and shall not unreasonably withhold any approval or consent required from the City of Ashland and needed by the Park Commission to perform its obligations hereunder. In the event of the inability of the Park Commission to perform its obligations hereunder, the City of Ashland shall assist the Park Commission in the performance of its obligations hereunder.

Dated this 3 day of OCTOBER, 1986.

ASHLAND FAMILY YMCA

ASHLAND PARK COMMISSION

By:

Allen Renker
President

By:

James M. Crawford
vice-chairman

CITY OF ASHLAND, OREGON

By:

Leslie Madsen
Mayor

CONSULTING SURVEYOR
Oregon - Washington

Acc. Fed. Sta.
012-0116

86-19956



SWAIN SURVEYING, INC.

27 1/2 North Main Street
Ashland, Oregon 97520

EXHIBIT "A"

BOUNDARY LINE AGREEMENT

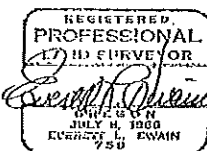
A tract or parcel of land situated in the Southwest quarter of Section 11, Township 39 South, Range 1 East of the Willamette Base and Meridian, Jackson County, Oregon and being more fully described as follows:

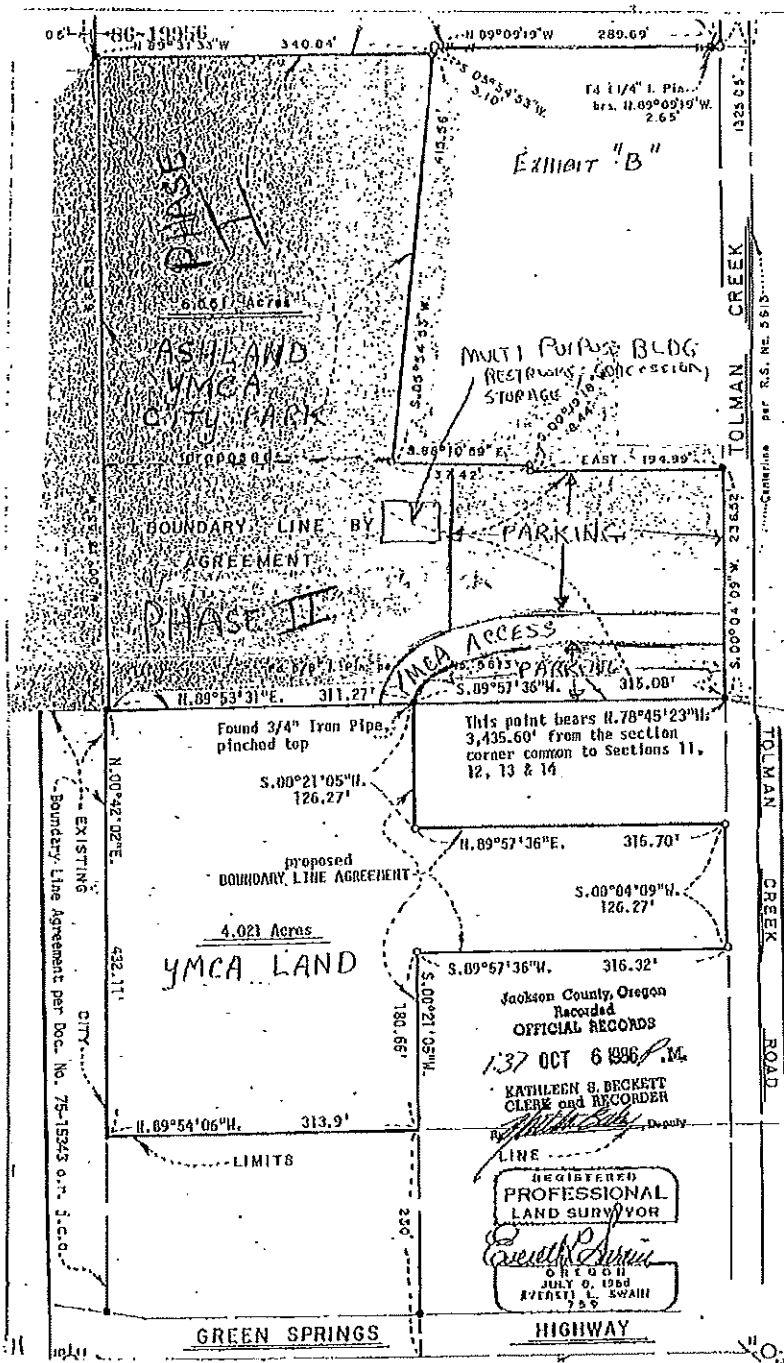
Commencing at the section corner common to Sections 11, 12, 13, and 14, said Township and Range; thence North $78^{\circ}45'23''$ West, 3,435.60 feet to a 5/8 inch iron rod situated in the Westerly right of way of Tolman Creek Road, as said road has been resurveyed and monumented, for the TRUE POINT OF BEGINNING; thence leaving said right of way, South $89^{\circ}57'36''$ West, 316.08 feet to a found 3/4 inch crimped top iron pipe; thence South $89^{\circ}53'31''$ West, 311.27 feet to a 5/8 inch iron rod and being the Northeast corner of that parcel of land first described in that Boundary Line by Agreement, recorded as Document No. 75-15343 of the Official Records of Jackson County, Oregon; thence leaving said agreement line, North $00^{\circ}18'53''$ West, 666.31 feet to a 5/8 inch iron rod; thence South $09^{\circ}31'33''$ East, 340.84 feet to a 5/8 inch iron rod; thence South $05^{\circ}54'53''$ West, 475.56 feet to a 5/8 inch iron rod; thence South $88^{\circ}10'59''$ East, 137.42 feet to a 5/8 inch iron rod; thence South $00^{\circ}19'18''$ West, 8.44 feet to a 5/8 inch iron rod; thence East, 194.99 feet to a 5/8 inch iron rod situated in the Westerly right of way of Tolman Creek Road as hereinabove referred to; thence South $00^{\circ}04'09''$ West along said Westerly right of way, 236.52 feet to the point of beginning.

YHCA
1952 Ashland St.
Ashland, OR 97520

July 23, 1986

Total outer boundary
of YHCA as monumented.







Real-Time Risk



TIMELY NEWS AND TIPS TO HELP REDUCE RISK

March 2016

Managing Risk Without Recreational Use Immunity

The photo above is of a basketball court in the City of Talent - a court that is now closed until the City can resurface it. It's one of many facilities across the state at which local officials are taking a closer look, since the Oregon Supreme Court's recent decision in *Johnson v. Gibson*. The decision has effectively called a halt to recreational use immunity.

In this issue of Real-Time Risk, we take a look at recreational use immunity and at some risk management strategies CIS members should consider in light of the *Johnson* decision.

Until the *Johnson* decision, recreational immunity protected both the owners of public lands and the landowners' employees. In *Johnson*, however, the Court held that when Oregon's legislature passed the Public Lands Act (ORS 105.672) it intended only to immunize the actual landowner, but never intended recreational immunity to immunize employees and agents who act on behalf of landowners.

Continued on next page



Real-Time Risk



Continued from previous page

The plaintiff in the case, named Johnson, was a legally blind jogger who stepped in a hole while running through a Portland park. Rather than suing the City of Portland directly, Johnson sued the maintenance employee, Gibson, who dug the hole in order to repair a sprinkler. Johnson also sued Gibson's direct supervisor.

Effects of the Supreme Court Decision

Although the trial court initially held that recreational immunity shielded Gibson and his supervisor from the lawsuit, the Oregon Supreme Court held that employees are no longer protected by recreational use immunity and that Johnson could proceed with her lawsuit against the employees directly. Because Portland is legally required to indemnify its employees for actions taken within the scope of their employment, the City is still financially responsible for the claim.

CIS expects to see a sharp increase in lawsuits filed against public employees who operate, maintain, or repair recreational areas. The public entity itself, as a landowner, is still shielded by recreational immunity. By suing an individual employee, however, trial lawyers can make an end run around recreational immunity and go forward with cases that were completely blocked prior to *Johnson v. Gibson*.

Additional Considerations

In addition to undertaking the risk management activities on the next page, discuss the loss of recreational immunity with elected officials, park user groups, Friends of Parks Foundations, skate and bike clubs & merchants, and other stakeholders. Ask these groups to provide solutions and resources.

For more information

Your CIS risk management consultant is available to assist you as you plan to evaluate and mitigate the heightened risk that comes from the loss of recreational use immunity as a result of *Johnson v. Gibson*.

The complete Oregon Supreme Court decision in *Johnson v. Gibson* can be found at <http://www.publications.ojd.state.or.us/docs/S063188.pdf>

Continued on next page



Real-Time Risk

Continued from previous page

For cities and counties to minimize this increased legal exposure and try to protect employees from being individually named in lawsuits, CIS encourages the following actions:

- Identify and evaluate all parks and facilities which are provided free to citizens. Direct recreation and maintenance staff to thoroughly inspect these facilities and quickly identify areas in need of improvement, maintenance or repair. Erect warning signs or close facilities that cannot immediately be repaired because of time or expense. In light of *Johnson v. Gibson*, local governments should consider authorizing staff members to make these decisions in the field.
- Assess each inventoried park and facility. Prepare a "hazard treatment improvement plan" for each park and facility. Carefully inspect playground equipment and the grounds. Remove any possible hazards or dangers. CIS recommends staff obtain the Certified Playground Safety Inspector (CPSI) certification from the Oregon Recreation and Park Association.
- Assign a "risk owner" for each park to ensure regular inspection and repair. Give "risk owners" the responsibility and the accountability to remove hazards and make parks safe.
- Review all prior incidents and accidents at parks. Close and fence off parks or equipment where prior injuries occurred.
- Consider closing parks, equipment and facilities that are outdated or in various states of disrepair.
- Consider closing skate parks, bike parks, or other high-hazard facilities. Stop moving forward with plans to build new facilities supporting high-risk activities.
- Add warning signs that instruct participants that they use the park/facility at their own risk.
- Restrict the hours of park use and activities.
- Consider transferring the exposures of parks and facilities by contracting for their construction, maintenance, and inspection.
- Consider charging a fee for maintained parks. In the past, CIS asked that members not charge for the use of maintained parks and facilities to take advantage of recreational immunity. Charging may be appropriate now to help with maintenance and reduce potential damage.
- Require groups using facilities to provide insurance. CIS offers a link to *Event Helper* on our website. User groups can purchase insurance from *Event Helper*, which provides coverage to both the users and the local government.



citycounty insurance services
cisoregon.org

Main Office | 503-763-3800 800-922-2684 | 1212 Court St. NE, Salem, OR 97301
Claims Office | 503-763-3875 800-922-2684 ext 3875 | PO Box 1469, Lake Oswego, OR 97035