

ACCEPTANCE

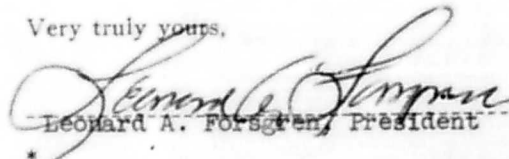
Portland, Oregon, _____ March 31, _____ 1961

RAY SMITH
Auditor of the City of Portland,
Room 202, City Hall
Portland 4, Oregon
Dear Sir:

This is to advise the City of Portland, Oregon, that I hereby accept the terms and provisions of Ordinance No. 113289 granting a revocable permit to the Portland Junior Chamber of Commerce to design, construct and operate an auto sports park to be located on City Park Bureau property at West Delta Park, under certain terms and conditions,

and in consideration of the benefits to be received thereunder by me I hereby agree to abide by and perform each and all of the terms and provisions thereof applicable to me.

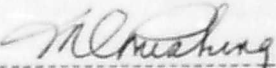
Very truly yours,


Leonard A. Forsgren, President
*

[CORPORATE
SEAL]

624 S.W. Fifth Avenue
Address

Approved as to form:



CHIEF DEPUTY City Attorney *ma*

*When an acceptance is required from a firm or corporation the Acceptance must be signed by an officer of the firm or corporation stating his or her official title, and corporations must affix the corporate seal.

February 28, 1961

Exchange Club of Portland
c/o Mr. N. Harry Martin, Jr.
615 North Shore Road
Oswego, Oregon

Dear Mr. Martin:

I am enclosing a copy of the ordinance we are proposing so that your group may use Delta Park. Please note the insurance requirement. I suggest that you forward a copy of this requirement to the A.M.A. and request that they have their insurer send you a certificate of insurance that will fulfill the requirement. An alternative would be to take out a separate policy and if the cost is small this might be reasonable.

Please call if you have any questions.

Very truly yours,

DELBERT A. WEAVER
Deputy City Attorney

DAW:jw
Enc.

THE EXCHANGE CLUB

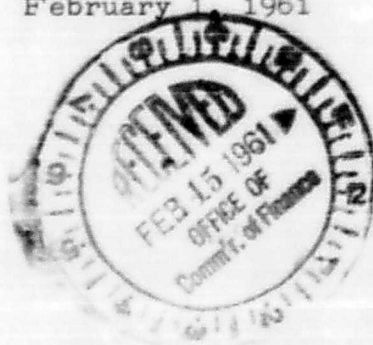


OF PORTLAND

PORTLAND, OREGON

February 1, 1961

Mr. Harry Buckley
Bureau of Parks
City Hall
Portland, Oregon



Dear Mr. Buckley:

Reference is made to our conference held in my office for the purpose of getting permission that the Exchange Club of Portland use Delta Park for a Northwest Regional Model Airplane Meet to be held Sunday, May 28, 1961.

As you remember, representatives of the Armed Forces and local modelers were present for this discussion. We would like to have permission to use Delta Park for this plane meet, also, approximately 15 tables and 30 chairs, lime for the marking of the rings and with the City Council permission to have a registered concessioner for that day. Permission of the Armed Forces to bring displays (no rockets), no admission charge, and to be set by A. M. A. rules, which will cover regulations and insurance.

I believe this covers the different topics we discussed, if it does not, please call me. If there is any other information you need please let me know.

Very truly yours,

N. Harry Martin, Jr.
N. Harry Martin, Jr.
Chairman Aviation Committee

NHM/sw

RECEIVED

FEB 2 1961

BUREAU OF PARKS &
PUBLIC RECREATIONS
No.

6337

Park Bureau

OK
H. ad.
OPB

February 1, 1961

Mr. Harry Buckley
Bureau of Parks
City Hall
Portland, Oregon

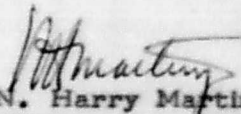
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I believe this covers the different topics we discussed, if it does not, please call me. If there is any other information you need please let me know.

Very truly yours,


N. Harry Martin, Jr.
Chairman Aviation Committee

NHM/sw

O.R.B.

6377
Paul [unclear]

Amended by Ord. No. 113353

ORDINANCE NO. 113289

An Ordinance granting a revocable permit to the Portland Junior Chamber of Commerce to design, construct and operate an auto sports park to be located on City Park Bureau property at West Delta Park, under certain terms and conditions, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. The Council finds that the Portland Junior Chamber of Commerce, through its President, Leonard A. Forsgren, has requested permission of the City to provide for, design, construct, operate and maintain an auto sports park facility on City-owned property located at West Delta Park; that the Portland Junior Chamber of Commerce is a nonprofit corporation with the general purpose of contributing to the welfare of the community in general and the youth of the community in particular; that the tentative master plan for the West Delta Park area prepared by the Bureau of Parks contemplates such a facility, and that, therefore, the granting of a permit for this purpose would be in the best interests of the citizens of the city of Portland, under certain terms and conditions; now, therefore, a revocable permit hereby is granted to the Portland Junior Chamber of Commerce (hereinafter referred to as Jaycees), 324 S.W. Fifth Avenue, Portland 4, Oregon, to design, construct, operate and maintain an auto sports park (hereinafter referred to as the facility) in the West Delta Park area, for the five-year period from January 1, 1961, to and including December 31, 1965, upon the following terms and conditions:

1. The Jaycees shall prepare plans and specifications for the facility and shall submit the same to the Commissioner in charge of the Bureau of Parks, or his authorized representative, for approval prior to the commencement of construction at site. It shall be the responsibility of the Jaycees to design, construct, operate and maintain the facility in a careful and efficient manner, with the approval of and under the supervision of the Commissioner in charge of the Bureau of Parks or his authorized representative.
2. The facility shall include the following:
 - a. Sports car road circuit
 - b. Drag strip
 - c. Pit area
 - d. Return road
 - e. Escape road
 - f. Office and clubhouse
 - g. Timing pagoda
 - h. Ticket booths
 - i. Bleachers
 - j. Crowd control devices
 - k. Concession stands
 - l. Comfort stations
 - m. Parking facilities

3. When an event is being conducted at the facility under the direct supervision of the Jaycees, said Jaycees shall have the privilege of controlling and operating the following:
 - a. Sale of beverages, popcorn, ice cream, sandwiches and miscellaneous refreshments. However, no alcoholic liquors or beverages of any type shall be sold or allowed on the facility.
 - b. Sale of photographs, programs and other publications appropriate to the occasion.
 - c. Sale of souvenirs such as hats, canes, pillows, sunshades and other minor miscellaneous items appropriate to the occasion.
 - d. Sale of tickets for admission for spectators to chargeable events.
 - e. Sale of entry forms and/or pit passes to participants involved in chargeable events.
 - f. Sale of trophies, plaques or other awards to desirable sponsors, appropriate to the occasion.
 - g. Sale of the right to a properly licensed commercial firm to sell commodities or services appropriate to the operation of the facility.
4. All labor, material and improvements to be used in the construction, operation and maintenance of the facility shall be furnished by the Jaycees. The Jaycees also shall furnish all utilities, including but not limited to water, electricity and fuel, for the facility.
5. The Jaycees shall establish the price and quality of all goods and services provided in the operation of this facility, as well as all or any admission (spectator) or entry or pit fees (participants) that may be charged for any event in connection with this facility. The Commissioner in charge of the Bureau of Parks, or his authorized representative, may, however, review such prices and quality of goods, may set a price or quality different from that established by the Jaycees, may, upon no less than thirty days' notice, review such admission, entry or pit fees as established by the Jaycees for any chargeable event, and may set admission, entry or pit fees different from those established by the Jaycees. The Jaycees may appeal any such change of price or quality to the Council. Decision of the Council shall be final.

6. The Jaycees shall establish the hours and days during which the facility or any part thereof may operate. The Commissioner in charge of the Bureau of Parks, or his authorized representative, may review the time established by the Jaycees and may set different times for the operation of the facility or any part thereof. The Jaycees may appeal any such change of hours or days to the Council. Decision of the Council shall be final.
7. The Jaycees shall determine which events shall be scheduled at the facility, when they shall be scheduled, and whether they shall be chargeable events. The Commissioner in charge of the Bureau of Parks, or his authorized representative, may review such decisions and may, upon no less than sixty days' notice (or at the time of their scheduling if less than sixty days) prior to the opening day of the event, change this decision of the Jaycees in regard to a particular event or events. The Jaycees may appeal any such change in this decision to the Council. Decision of the Council shall be final.
8. The Jaycees shall pay to the City as a service charge and for expenses of the Bureau of Parks resulting from the granting of this permit, 15% of its annual gross income from the facility, except income from the sale of concession items as set forth in subparagraphs a, b and c of paragraph 3 hereof. Such payment shall become due at the end of each fiscal year for the preceding fiscal year or portion thereof. For purposes of this permit, a fiscal year is defined as the period from July 1 of one year to June 30 of the next succeeding year, both dates inclusive.
9. The Jaycees shall maintain financial records in a businesslike manner for all its operations under this permit, and said financial records shall be maintained separately from all other financial records of the Jaycees not connected with this permit. All receipts in connection with this permit shall be deposited in a bank account or bank accounts, and such bank account or bank accounts shall contain only deposits arising out of the Jaycees operation under this permit. The Jaycees shall submit to the City Council a semi-annual financial statement which shall include a balance sheet and a statement of operations covering the operation under this permit. Such financial statement shall be certified by a Certified Public Accountant licensed to do business in the state of Oregon. The first such financial statement shall be due January 1, 1962, and every six months thereafter for the term of this permit.
10. The Jaycees shall deposit all receipts from the operation of the facility in an account hereinafter referred to as the operating account. Withdrawals shall be made from the operating account by the Jaycees in payment of the following:

- Item 1. All amounts due the City as provided for by the terms of this ordinance;
- Item 2. All outstanding obligations arising from the construction, operation and maintenance of the facility;
- Item 3. To the Jaycees, after all outstanding obligations set forth in Item 2 hereof are met, 25% of the gross income from the sale of concession items as provided for in paragraph 13, hereof.

Whenever the balance in the operating account exceeds \$50,000 over and above the balance required to meet the payments set forth in Items 1, 2 and 3 of this paragraph, said excess balance shall immediately be transferred to a separate bank account to be named the "Delta Park Improvement Fund Account," the funds in which shall be expended as hereinafter provided.

- 11. All funds in the Delta Park Improvement Fund Account shall be devoted to the development of the facility and the surrounding area of Delta Park in accord with the master plan of the Bureau of Parks. This shall include, but not be limited to, construction of buildings and other facilities, landscaping, or contributions to the cost thereof. Any remaining funds may be used at any other City park in the same manner. Expenditures of these funds for any project shall be agreed upon by both the Jaycees and the Commissioner in charge of the Bureau of Parks, or his authorized representative. No expenditure of these funds for any project shall be made, however, until such project has been approved by the City as hereinafter provided.
- 12. The Jaycees shall submit any proposed project to be financed from the Delta Park Improvement Fund, to the Commissioner in charge of the Bureau of Parks. The Commissioner shall present to the City Council for approval or disapproval any project requiring an expenditure of \$5,000 or more. The Commissioner in charge of the Bureau of Parks shall approve or disapprove any project requiring an expenditure of less than \$5,000. The Jaycees may proceed with the project and make expenditures therefor from the Delta Park Improvement Fund upon written notification of the required approval of the project by the City. All improvements or betterments resulting from expenditures made from this Fund shall become the property of the City.
- 13. The Jaycees may receive for their own separate treasury 25% of the gross income derived from the sale of concession items as listed in paragraph 3, items a, b and c hereof, for their own operational uses in the field of community improvement as prescribed in their charter, but this amount shall not exceed administrative expenses of the Jaycees' annual administrative budget.

14. In the event that this permit is revoked, not renewed or is otherwise terminated, all funds, except those mentioned in paragraph 13 herein, arising from the operation of the facility after payment of debts and obligations, and all reserves and special accounts, including any funds in the Delta Park Improvement Fund Account, shall be deposited in a trust account with the Treasurer of the City of Portland, to be devoted to the operation and improvement of the facility, the surrounding Delta Park area or for the improvement of recreational facilities at other City parks. The City Council may make expenditures from this trust account consistent with these purposes. The Jaycees may make recommendations to the Council as to particular uses of the funds within the trust account, consistent with the purposes set forth above.
15. None of the receipts from the operations of the facility herein shall ever be distributed to the members, officers or trustees of the Jaycees, except as reasonable compensation for services directly rendered in the operation of the facility, or for goods or materials actually furnished by the Jaycees for use in the operation of the facility. The members, officers or trustees of the Jaycees shall not receive compensation for their services as such, but only for regular and direct services rendered in connection with the operation of the facility which would reasonably be considered employment.
16. No part of the receipts from the operations of the facility herein shall be devoted to carrying on propaganda or otherwise attempting to influence legislation, nor shall the Jaycees or any other person use said receipts to participate in or intervene in (including publishing or distributing of statements) any political campaign on behalf of any candidate for public office or any issues presented to the public at any election.
17. The Jaycees shall file and maintain in effect with the City Auditor, in form approved by the City Attorney, a certificate of insurance evidencing a policy of insurance with liability coverage against injury to persons, including death, in the minimum amount of \$100,000 for any one person, \$500,000 for any one accident, and property damage liability insurance in a minimum amount of \$100,000. Said policy shall name the City of Portland, its officers, agents and employees as additional insureds. Said policy shall cover all the operations of the insured under this permit and shall not be canceled without ten days' prior written notice to the City Auditor.

18. The Jaycees shall comply with all applicable laws and ordinances in the design, construction, operation and maintenance of the facility, and with all orders and regulations issued by the Commissioner in charge of the Bureau of Parks, or his authorized representative, regarding the facility. The Jaycees shall not use or display any signs, advertising, or any promotional material, ideas, etc., without the approval of said Commissioner or his authorized representative.
19. The Jaycees agree to pay any and all taxes which may be levied against the property devoted to the facility and appurtenances mentioned herein, during or by virtue of the Jaycees' use thereof pursuant to this ordinance. The Jaycees shall save and hold the City of Portland harmless from any and all taxes, liens or other encumbrances which may be levied or asserted against the property by virtue of the Jaycees' use thereof pursuant to this ordinance.
20. The Jaycees hereby covenant to save and hold harmless the City of Portland, its officers, agents and employes from any and all claims for damages to persons or property of whatsoever nature which may arise out of the construction, operation, maintenance or use of the property herein by virtue of this ordinance.
21. The City of Portland shall not be required to pay compensation to any person, firm or corporation providing service, supplies, equipment or other thing in connection with this permit other than regular compensation paid to City employes working on City time. Any deficits in the operation of the facility are to be made up by the Jaycees and in no event and under no circumstances shall the City, its officers, agents or employes, be or become liable therefor.
22. The permit granted by this ordinance is revocable at any time at the pleasure of the Council, and is personal to the Jaycees and non-assignable. No vested rights or interests shall be created as the result of the passage of time, expenditure of funds, or any other act or deed performed by the Jaycees.
23. In the event the City revokes this permit prior to the expiration of the term herein provided for, written notice of said revocation shall be given by mail to the Jaycees at 824 S.W. Fifth Avenue, Portland 4, Oregon. If the revocation is due to a failure of the Jaycees to comply with any of the conditions of this permit, said revocation shall become effective immediately. If the revocation is not due to a failure of the Jaycees to comply with any of the conditions of the permit, and prior to receiving notice of revocation, the Jaycees have made provisions for and scheduled an event at the facility, then said revocation shall not become effective for a period of six months from the date of said notice or until the day after said scheduled event, whichever date occurs first.

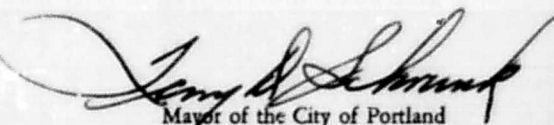
ORDINANCE No.

24. The Jaycees shall have sixty days from the effective date of expiration or revocation of this permit in which to clean up, repair and/or restore the area covered by this permit to the satisfaction of the Commissioner in charge of the Bureau of Parks, or his authorized representative.
25. For the faithful and punctual performance of the conditions of this permit, the Jaycees shall furnish to the City and maintain in effect a good and sufficient bond in the penal sum of \$10,000 to be in form approved by the City Attorney, conditioned that said Jaycees will faithfully and punctually comply with all of the conditions of this permit, including payment to the City of all moneys due, and will save the City free from all loss or damage that may result from failure to do so, and conditioned that the Jaycees will fully secure and pay the just claims of all persons, if any there be, furnishing labor and/or materials under this permit.
26. The provisions of this ordinance shall not become operative until there shall have been filed with the Auditor of the City of Portland by the Jaycees, the following:
- a. A certificate of insurance in form approved by the City Attorney, as provided in paragraph 17 hereof.
 - b. A penal bond in form approved by the City Attorney, as provided in paragraph 25 hereof.
 - c. An acceptance in writing of the terms and conditions of this ordinance by the Jaycees, acting through their duly authorized representative, in form approved by the City Attorney.

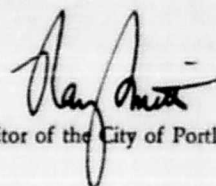
Section 2. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the city of Portland in this: In order that preparations may be made for the construction and operation of the facility referred to in Section 1 hereof without delay; therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council,

MAR 16 1961


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No. 771
843

ORDINANCE No. 113283

Title

An Ordinance granting a revocable permit to the Portland Junior Chamber of Commerce, to design, construct and operate an auto sports park to be located on City Park Bureau property at West Delta Park, under certain terms and conditions, and declaring an emergency..

THE COMMISSIONERS VOTED AS FOLLOWS:	
Yeas	Nays
Bean	/
Bowes	/
Earl	/
Grayson	/
Schrank	/

THURSDAY

MAR 9 - 1961

Read 1 & 2 &

CONTINUED TO 2 P. M. MAR 16 1961

Filed MAR 3 - 1961

RAY SMITH

Auditor of the CITY OF PORTLAND

By *R. B. Smith* Deputy

INTRODUCED BY
Commissioner Bean

DRAWN BY
PTA:jw

Date March 2, 1961

NOTED BY THE COMMISSIONER

Affairs

Finance

Safety

Utilities

Works

City Attorney

NOTED FOR CITY AUDITOR

APPROVED

Date

By

City Engineer

Date

By