

CITY OF COOS BAY
Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
March 3, 2015	

TO: Mayor Shoji and City Councilors

FROM: Jim Hossley, Public Works Director *JH*

Through: Rodger Craddock, City Manager *JH for RC*

ISSUE: Update on Coos Historical and Maritime Museum Proposal for Tugboat Irene

BACKGROUND:

At the February 17, 2015 City Council meeting the City Manager received concurrence from the Council to move forward exploring the possibility of moving the tugboat Irene from the pavilion on the 400 block of North Front Street to the new Coos Historical and Maritime Museum. As of the writing of this report, the museum director, Frank Smoot, is making contact with the original donor of the tugboat Irene to discuss the Museum's proposal. Per a 2002 agreement between the City and the donor, Teclutsa Margaret Sause, the City is to display the boat so it is prominently visible from Highway 101. To display otherwise requires written consent from the donor. Per the agreement the City is to maintain the boat in good condition. The agreement also includes a provision allowing the City to donate the boat to a maritime museum or other similar entity that will preserve the boat for its historical value.

Frank Smoot is also exploring another option about the possibility of obtaining another boat, the Coho. Should the Coho be obtained they would probably display it in the museum and ask to acquire the Irene for a restoration project. Should moving the Irene be possible, the museum would do the move at its expense. Frank suggests that the steam donkey currently exhibited at the museum's North Bend location be relocated to the pavilion currently occupied by the Irene. The moving of the steam donkey would also be at the museum's expense.

Staff will update the Council on progress since the writing of this report.

ADVANTAGES:

The proposal provides an additional opportunity to restore, maintain, and display remnants of our community's heritage.

DISADVANTAGES:

None

BUDGET IMPLICATIONS:

None

RELATED CITY GOAL:

None

ACTION REQUESTED:

Informational

ATTACHMENTS:

Proposal from Frank Smoot dated February 13, 2014
2002 Agreement for Donation of the Tugboat Irene



February 13, 2015, by hand

To Mayor Shoji, Rodger Craddock, and the Coos Bay City Council:

This letter serves two purposes: to propose the transfer of the tugboat *Irene* from the control, ownership, and provenance of the City of Coos Bay to the Coos History Museum, and to suggest strategies for replacing its presence under the pavilion on the 400 block of North Front Street, Coos Bay.

The museum seeks a charming, authentic boat for exhibit purposes. We understand that the City Council discussed renovation options apropos the *Irene*, but no action has been taken as yet. The *Irene* would be a suitable boat for our purposes, and so it's of great interest to us.

We note here that our plans would destroy the *Irene* as a watercraft. We would cut nine feet off the bow and display the bow as coming directly out of an exhibit wall inside the museum. We have further entertained the idea that the stern might be positioned as to appear to be projecting on the outside of the museum. We realize this would take review from the City.

If the City would transfer the *Irene* to the museum, the City would incur no costs or liability for moving, stabilizing, preserving, or displaying it.

We understand that this transfer would leave the pavilion empty, which wouldn't be ideal. Therefore, we suggest a two-stage replacement strategy.

As all parties to this letter might know, we currently exhibit a steam donkey at the museum's North Bend location. In the short term, it could be moved readily into the pavilion, at the museum's expense, and interpretive signage could explain the machine and the steam donkey's importance in terrain like Coos County's. This would provide something new for locals and tourists to look at, and even provide some good and interesting media attention for the City and the museum if *The World* will cover parts of the moving processes.

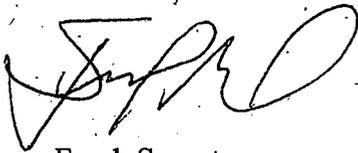
Meanwhile, the museum will be moving the *Welcome* — the very last boat retired from the "mosquito fleet" that plied the waters of Coos Bay — to the open area south of the museum and then restoring it as a community project. We are certain it will never be sea-worthy again, but we should be able to help it recapture a bit of its glory. We mention the *Welcome* because after its restoration, it might be a terrific longer-term replacement for the *Irene* within the pavilion. It has a great local story, and it has the bones of quite a charming boat. It's actually much more suitable as a local people-attractor than the *Irene* for that pavilion at that location because it was used on the waters beside which it will sit. In due time, when restoration is complete, we could trade the steam donkey for the *Welcome*, and bring the donkey to the museum, if that suits all parties.

We offer this two-stage strategy because restoring the *Welcome* will take some time, and we don't want the pavilion to sit empty.

If it's the pleasure of the City to move forward with this idea and this transfer, I'm certain we could formalize an agreement in short order that would outline the details.

Thanks for allowing us to propose this idea.

Yours,

A handwritten signature in black ink, appearing to read 'Frank Smoot', written in a cursive style.

Frank Smoot
Director, Coos History Museum

AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of December, 2002, by and between THE CITY OF COOS BAY (hereinafter referred to as "City") and TECLUTSA MARGARET SAUSE (hereinafter referred to as "Sause").

RECITALS:

WHEREAS, Sause is the owner of the 27 foot boat "IRENE", Oregon Certificate No. OR144PS;

WHEREAS, said boat is of historic significance and Sause wishes to donate the same to City for City to place on permanent public display; and,

WHEREAS, City wishes to accept the donation of the boat "IRENE".

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. Sause hereby gifts to City the 27 foot boat "IRENE", Oregon Certificate No. OR144PS. Upon the execution of this Agreement Sause will endorse the Certificate of Title for said boat and deliver the same to City.
2. The parties hereto agree that a condition of the donation of the boat under this Agreement is that the same be displayed to the public at an appropriate venue. The parties hereto agree that City may display the boat at a location within the City north of Elrod Street and south of Fir Street provided the display of said boat at such location is clearly and prominently visible from vehicles traveling along Highway 101. If City wishes to display the boat in a location which does not comply with the parameters of the preceding sentence then to do so City must first obtain the written consent of Teclutsa Margaret Sause. If Teclutsa Margaret Sause is deceased or otherwise not available to give such consent then such consent may be given by either of the sons of Teclutsa Margaret Sause being Charles L. Yates or Franklin A. Yates. If all of Teclutsa Margaret Sause, Charles L. Yates and Franklin A. Yates are deceased or City is unable to locate any of Teclutsa Margaret Sause, Charles L. Yates or Franklin A. Yates after a thorough and diligent search, then City may locate or relocate said boat without obtaining such consent.
3. City agrees to provide for the continued upkeep and maintenance of the boat so that the boat remains in as good a condition as the same now exists. If at any time City no longer wishes to display or retain the boat then City agrees that it will donate the same to a maritime museum or other similar entity that will preserve the boat for its historical value.

4. City agrees to execute all appropriate forms and documents (including but not limited to IRS form 8283) as may be necessary for Sause to obtain an income tax charitable deduction with respect to the gift to the City of the boat "IRENE."

5. The parties hereto agree that this Agreement may be enforced by all applicable remedies available at law or in equity.

6. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover such sums as the court may adjudge reasonable as attorney fees at trial and on appeal.

7. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Oregon. Venue in any suit or action arising hereunder shall be in the courts of Coos County, Oregon.

8. This Agreement embodies the entire agreement of the parties pertaining to the subject matter of this Agreement and there are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all prior communications, representations or agreements, either verbal or written, between the parties pertaining to the subject matter of this Agreement.

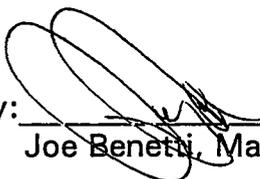
9. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first written above.

CITY:

SAUSE:

City of Coos Bay

By: 

Joe Benetti, Mayor



Teclutsa Margaret Sause