

**MISSION STATEMENT: TO CREATE A HEALTHY, SAFE, DIVERSE, AND PROSPEROUS CITY
BY ENGAGING COMMUNITY MEMBERS TO DEVELOP AN ENRICHED QUALITY OF LIFE.**



**PARKS COMMITTEE MEETING AGENDA
CITY OF ONTARIO OREGON
THURSDAY, AUGUST 19, 2021, 6:30 PM, MT**
[Zoom Link](#)

1) CALL TO ORDER

Roll Call: Lynn Johnson ____ Michael Miller ____ David Goldthorpe ____ Blu Fortner ____
Samuel Castonguay ____ Andrew Maeda ____ Freddy Rodriguez ____

Ex-Officio City Manager ____

Ex-Officio Economic Development Director ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on . Copies of the Agenda are available at City Hall and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

4) APPROVAL OF MINUTES

5) PUBLIC COMMENTS Citizens may address the Parks Committee; however, the Parks Committee may not be able to provide an immediate answer or response. Out of respect to the members and others in attendance, please limit your comment to three (3) minutes. Please state your name and city of residence for the record.

6) OLD BUSINESS

- A) Moore Park Updates and Plans
- B) Park Rules, Signage - Maeda / Brown
- C) Floating Docks at Beck-Kiwanis - Brown

7) NEW BUSINESS

- A) City and Partner Agreements

8) HAND-OUTS/DISCUSSION ITEMS

- A) Beck Park Recommendations Approved by Council
- B) Lanterman Kiwanis Park Recommendations Approved
- C) Landscaping at the Gazebo in Moore Park

9) COMMENTS FROM COMMITTEE MEMBERS

10) EXECUTIVE SESSION

11) ADJOURN

Exhibit "A"

Property Description for IGA

(Deed recorded in Book 140 at Page 303 deed records Malheur County)

In Twp. 18 S., R. 47 E., W.M.:

In Sec. 5: Two parcels of land in the SE1/4NE1/4SE1/4 more particularly described as follows, to-wit:

PARCEL NO. 1: Commencing 231.87 feet N. 0° 5' W. of the Southeast corner of the said SE1/4NE1/4SE1/4;

Thence N. 0° 5' W. 99.26 feet;

Thence S. 89° 40' W. 652.74 feet;

Thence S. 0° 8' E. 99.27 feet;

Thence N. 89° 40' E. 652.65 feet to the point of beginning, EXCEPTING THEREFROM a parcel of land more particularly described as follows: Beginning at a point 231.87 feet N 0° 5' W. of Southeast corner of the said SE1/4NE1/4SE1/4;

Thence S. 89° 40' W. 149.45 feet;

Thence N. 0° 5' W. 10 feet;

Thence N. 89° 40' E. 149.45 feet;

Thence S. 0° 5' E. 10 feet to the point of beginning.

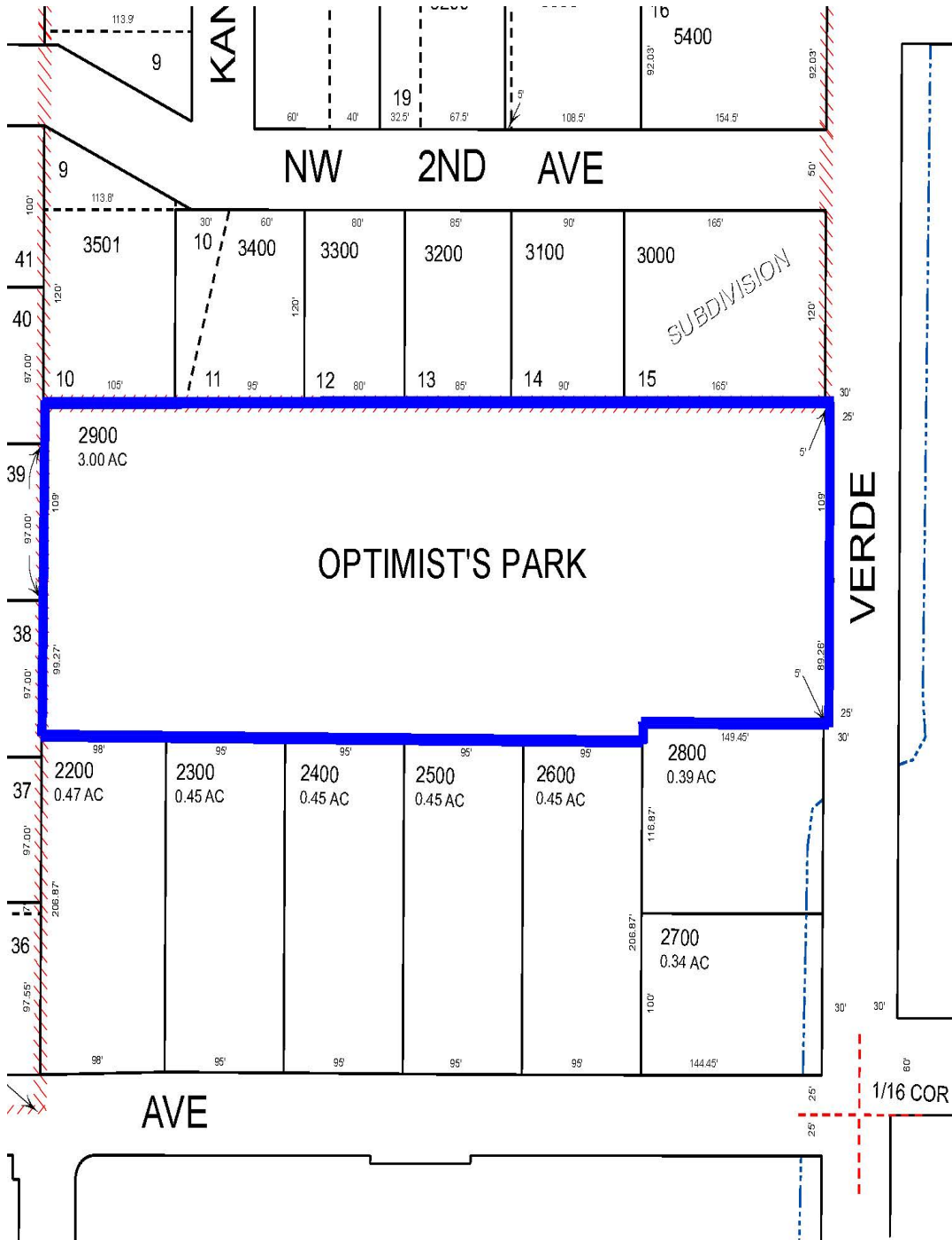
PARCEL NO. 2: A strip of land 109 feet in width off the south side of the N1/2SE1/4NE1/4SE1/4.

SUBJECT to charges and assessments of the Advancement Irrigation District, and any and all matters pertaining thereto.

END OF DESCRIPTION

Exhibit "B"

Tax Map for IGA



Revised: MA
01/08/2020

ONTARIO
18S47E05DA

Optimist Park**Site SU-22**

Optimist Park is a 2.96-acre park located off N. Verde Drive, just west of Aiken Elementary School. This site was jointly developed by the local Optimist Club and the city of Ontario. It functions as a small sport field complex.

Existing facilities include a soccer field, picnic area and parking area. There are also plans underway to develop a small restroom building to support the use of the park. Overall, the park is in fair condition and lacks support facilities.

The neighborhood park service area analysis revealed a need for a neighborhood park in this area of the city. Coincidentally, Optimist Park is ideally located and of adequate size to serve this function. While the site currently functions as a special use site, it could easily be converted to a neighborhood park with the development of additional facilities.

Rather than acquiring a new site, it is recommended that Optimist Park be converted to a neighborhood park. However, it is important not to adversely impact the current users of the park. Prior to the conversion, a new field should be developed at an alternative location (see C-4 or SU-2). As part of this conversion process, it is recommended that a master plan be prepared to address issues such as buffering, parking needs and landscaping.

In order to ensure that the site will fulfill the neighborhood park function, it is recommended that the design program for the site include the following:

- * Playground areas with separate equipment for respective age categories
- * Paved court for basketball, etc.
- * Multi-use area (suitable for practice for organized sports)
- * Open play area
- * Picnic shelter (small building)
- * Picnic area
- * Paved pathways
- * Support facilities (e.g., signage, bike racks, waste receptacles, benches and picnic tables)

Alameda Park**Site SU-25**

This 13.67-acre park is located at the corner of Alameda Drive and SW 14th Avenue, just south of Alameda Elementary School. This park was recently developed in coordination with the Ontario School District. Facilities at the site include two soccer fields, a perimeter pathway, parking area and water detention area. The park is well designed and is in good condition.

The neighborhood park service area analysis revealed a need for a neighborhood park in this area of the city. Alameda Park is ideally located and suited to fulfill this function. While the site currently functions as a special use area (primarily sports fields), it could easily be converted to a neighborhood park with the addition of more facilities. There is ample space to increase the number of facilities and yet maintain the existing soccer fields.

Therefore, it is recommended that Alameda Park be converted to a neighborhood park. In addition, it is recommended that a master plan be prepared to guide the future development of this site. In order to ensure that the site will fulfill the neighborhood park function, it is recommended that the design program for the site include the following:

- * Playground area with separate equipment for respective age categories
- * Paved court for basketball, etc.
- * Multi-use area (suitable for practice for organized sports)
- * Open play area

Intergovernmental Agreement for Maintenance and Use of Optimist Park Property

- I. Parties: City of Ontario, Oregon, an Oregon Municipal Corporation hereinafter referred to as “City”. Four Rivers Community School hereinafter referred to as the “School”. Ontario Recreation District hereinafter referred to as the “District”.
- II. Premises:
 - A. This Agreement is the parties’ agreement for joint maintenance and use of the property described in Exhibits A (Property Description) and B (Tax Map) referred to in this agreement as “the Property.”
 - B. A general description of uses of the Property is described in the Parks Master Plan attached as Exhibit C to this Agreement and a more specific is set out in this Agreement.
 - C. The parties intend this Agreement to constitute a valid Intergovernmental Cooperation Agreement as allowed under ORS190.003-190.130.
- III. Agreements:

In consideration for the mutual promises contained in this Agreement, the parties agree as follows:

- 1. Agreement. The parties agree to jointly use the Property described in Exhibits A and B to the mutual benefit of the citizens of Ontario and the patrons of Four Rivers Community School and Ontario Recreation District. The parties rights to use and obligations for maintenance and operation of the Property shall be defined and restricted by this Maintenance and Use Agreement and the Parks Master Plan referenced above.
- 2. Restrictions on Use. In consideration for the mutual promises of the parties, the parties agree to restrict the use of their respective properties as follows:
 - 2.1 The School and District agree to restrict the use of the City's Parcel described in Exhibit A to use as a park for athletic events, athletic play and exercise, including at least one regulation size soccer field as described in this Agreement.
 - 2.2 The School will have the first right to use of the Optimist Park soccer field at all times. The District will have the second right to use of the Optimist Park soccer field at all times.
 - 2.3 No alcohol will be allowed on the Property. The Property will not be used for overnight camping, exhibitions, concerts, conventions, fairs, barbeques, or other uses not allowed under this Agreement without the written agreement of both parties.
 - 2.4 The parties agree that there may be a charge for admittance to soccer games and other athletic events held on the Property. Concessions may be sold in conjunction with athletic events only.
 - 2.5 No change may be made in this Agreement or in the use of the Property without the written mutual agreement of the parties.

3. **Parking Areas.** The East parking area will be made available for users of the Property. The parking area will be maintained in good repair. The City will be responsible for all repair and maintenance, including all costs of repair and maintenance, for the parking area, and the entry road from Verde Drive.

The parking area will be available for all users of the Property at all times.

4. **Supply Container.** The School may place a storage container at the south west corner of the parking area. The School will be responsible for maintaining the supply container in good repair.
5. **Irrigation System.** The irrigation system on the Property includes the wells, well houses, pumping systems, electrical systems associated with the pumping system, underground sprinkler pipe, sprinklers and other systems associated with irrigating the Property. The City will be responsible to maintain the irrigation system in good repair and working order. The City will perform all labor for repairs and maintenance within the capability of City employees. The City will pay the cost of all labor for its employees incurred in maintenance and repair of the irrigation system.
6. **Maintenance of Turf.** Turf on the Property will be repaired and maintained by the City in good condition. The City will pay the cost of all labor, materials, and services necessary to mow, water, fertilize and otherwise maintain the turf in good condition.
7. **Soccer Field.** One regulation soccer field will be maintained on the City's Parcel. The soccer field will be developed and maintained in accordance with official North American Soccer League or U.S. Soccer Federation regulations. The School and District will mark or stripe the lines on the soccer field and maintain the lines and striping on the soccer field. Soccer goals will be considered physical structures. The School and District will pay the cost of nets on the goals for the soccer field.
8. **Use of Soccer Field.** The School shall have the First Right to Use of the soccer field on the City's Parcel described in Exhibits A and B attached for School purposes. The District shall have the Second Right of Use of the soccer field on the City's Parcel described in Exhibits A and B attached for District purposes. The School and District may close the property and charge for admittance to soccer games consistent with their practice for other athletic events which charge admittance. The School and District may allow concessions to be sold on the Property during school sponsored soccer games, consistent with their practice for other athletic events. At those times when the School or District is not making use of the soccer field, the soccer field will be available for general public use. The School and District will coordinate user times for the soccer field with the City. The School and District will designate a contact person who the City may contact to determine when the School and District will be using the soccer field.
9. **Other Uses.** The parties may agree to uses of the Property which are not allowed under the terms of this Agreement on a case-by-case basis. All such agreements must be in writing. The parties shall address responsibility for clean up after special events,

responsibility for crowd control and insurance requirements in such agreement. All revenues from athletic events shall belong to the entity sponsoring the event.

10. Trash. The City will pay all costs for labor, materials and services to establish trash receptacles on the City's Parcel. The City will install a sufficient number of trash receptacles to accommodate use of the City's Parcel. The City will be responsible to maintain all garbage cans and trash receptacles on the City's Parcel.
11. Additional Improvements. Benches, bleachers and other facilities and fixtures may be established on the City's Parcel with the mutual written agreement of both parties. No fixtures, except those shown on the Parks Master Plan attached as Exhibit C, will be established on the City's parcel without the written agreement of both parties.
12. Matters not Addressed. Any expense for labor, materials or services relating to maintenance, repair or replacement of any improvement on the Property which is not expressly addressed in this Agreement will be allocated between the parties as they may mutually agree.
13. In House Labor and Equipment. The parties may from time to time agree to use in house labor equipment or materials in maintenance of the Property. Any party who contributes in house labor, equipment or materials shall be solely responsible for all expenses for the cost of all labor, equipment and materials contributed, except as may otherwise be agreed to by the parties. Any party contributing in house labor, equipment or materials agrees to hold the other parties harmless and indemnify the other party for all claims, demands or causes of action arising out of or in any manner connected with the use of that parties in house labor, equipment or materials. Each party who provides in house labor, materials or equipment shall provide workers compensation insurance to all workers and appropriate levels of liability insurance for their activities on the property.
14. Insurance. Each party will maintain an independent liability insurance policy covering activities on the Property described in Exhibits A and B in an amount sufficient to cover the risk for activities allowed on the Property and as would be customary for other similar developments/uses throughout the State. Each party will, upon request, provide proof of such coverage. Each party will include all structures and improvements on their respective parcels, including buildings and fences, under their casualty insurance policy. The risk of loss as a result of casualty to any improvement on the Property shall be borne by the party owning the parcel where the loss occurs. In the event any improvement is damaged or destroyed as a result of any casualty which is not the fault of either party to this Agreement, the party owning the parcel where the improvement is located shall immediately restore the improvement to its original condition before the damage.
15. Remedies. Failure of a party to perform any obligation of that party as required by this Agreement shall be considered a default. In the event of a default, the party not in default will provide 20 days written notice specifying the default. If the default is not cured within the 20-day notice period, or if the defaulting party does not take prompt and diligent action to commence curing the default within the 20-day notice period, the non-

defaulting party may pursue all remedies allowed at law or in equity including specific performance.

15.1 In the event the party defaults by failing to pay or perform an obligation under this Agreement which may adequately be paid or performed by the other party, the non-defaulting party may pay or perform the defaulting party's obligation. The defaulting party shall pay all costs associated with performing the defaulting party's obligations with interest at the rate 12% per annum from the date of expenditure. The defaulting party shall reimburse the non-defaulting party all of such costs, together with interest at the rate of 12%, immediately.

15.2 The remedies set out above are not exclusive and they are provided in addition to all other remedies provided by law or in equity.

16. Non-appropriation Clause. The School acknowledges that the current City Council cannot bind future City Councils to expend public funds. In the event the City fails to contribute funds or resources promised under the Agreement, the School may not sue a future city council for an appropriation of funds. In the event the City fails to contribute its share of the funds or resources obligated under this Agreement, the City shall be considered in default of the terms of this Agreement.

17. Miscellaneous

17.1 This is the final, entire, and complete Agreement of the parties pertaining to the maintenance and use of the Property and supersedes and replaces all prior or existing written and oral Agreements between the parties or their representatives relating to the Property.

17.2 It is agreed that the terms and conditions of this Agreement shall inure to the benefit of and be binding upon their respective successors and assigns. It is agreed that this Agreement relating to the maintenance and use of real Property is proprietary in nature and is not the delegation of a governmental function. The parties make this Agreement in their proprietary capacity as property owners and not as part of their legislative functions. The party's rights and obligations under this Agreement may not be assigned.

17.3 Time is of the essence for the performance of each of the terms of this Agreement.

17.4 No change in or modification of or discharge of this Agreement in any form shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith.

17.5 In the event a party shall take any action, judicial or otherwise to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all expenses which it may reasonably incur in taking such action, including reasonable attorney fees.