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, SEPTEMBER 16, 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

7) NEW BUSINESS

8) PUBLIC HEARING

9) HAND-OUTS/DISCUSSION ITEMS

A) Review the Budget Process with the Parks Commission

B) Moore Park Agreement

C) Park Use Non-Profit versus Commercial Use

10) COMMENTS FROM COMMITTEE MEMBERS

11) EXECUTIVE SESSION

12) ADJOURN

The City of Ontario does not discriminate in providing access to its programs, services and activities on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government. Should a person need special accommodations or interpretation services, contact the City at (541) 889-7684 at least one working day prior to the need for services and every reasonable effort to accommodate the need will be made.

LEASE AGREEMENT

DATED: This 6th of December, 2018

BETWEEN RILEY J. HILL, herein, "Landlord"

AND City of Ontario, hereinafter, "Tenant"

Premises:

A. Landlord owns real property in Malheur County described in Exhibit A and commonly known as Moore Park (the "Property").

B. Landlord is willing to lease the entire Property to Tenant for use as a City Park.

C. The parties wish to reduce their agreement to writing.

Agreement:

Landlord and Tenant covenant, contract, and agree as follows:

1. **Lease:** Landlord leases to Tenant and Tenant leases from Landlord the Property on the terms and conditions set forth herein.

2. **Rent:** The rent shall be ONE DOLLAR ($1.00) per year.

3. **Term:** The lease shall run for a period of five years from the date set forth above. Either party may terminate the Lease before the five-year expiration date upon giving thirty (30) days written notice to the other party. Renewal of the lease shall be negotiated no more than ninety (90) days prior to termination.

4. **Hold Harmless:** The City, subject to the limits of public body liability set forth in the Oregon Tort Claims Act, ORS 30.260 *et seq*, will hold Landlord harmless from any claims whatsoever, accruing after the date hereof and arising solely out of the use of the property for City park purposes.

5. **Use of Property:** The property may be used as a City park and for no other purpose.

   a. Tenant shall have exclusive right to the property.

   b. To maintain tax exempt status, no other rents shall be collected by the Landlord for any portion of the parcel described in Exhibit A.

6. **Maintenance:** So long as the Property is used as a City park, the landlord shall have no obligations whatsoever concerning the maintenance, safeguarding , irrigation, or upkeep of the Property.

7. **No Improvements:** The City shall not place any improvements on the Property without first obtaining the written approval of the Landlord.

8. **Filing for Tax Exemption:** The Lessee (the City) shall file tax exemption documents with the Malheur County Tax Assessor's Office on or before April 1st of each year, or as deemed necessary by the County.

9. **Sale of Property by Landlord**. If Landlord decides to terminate the lease before its five-year expiration in order to sell the Property to a third party, Landlord shall give Tenant a right of first refusal to purchase the Property on the same terms that the Landlord was willing to accept from the third party. Tenant shall have 30 days from the date it is notified in writing of the proposed sale terms within which to accept or reject those terms. If Tenant rejects the terms, Landlord may proceed with the sale to the third party. If Tenant accepts the terms, Tenant shall make the funds available to close the sale within thirty days of accepting the sale terms. The sale will be closed at a local title company selected by the parties, and Landlord will convey the Property to Tenant by warranty deed free and clear of any liens or encumbrances to title other than those set forth in a title policy purchased by Landlord for the benefit of Tenant, insuring title in the amount of the purchase price.

Signed and dated December 6, 2018.

Landlord:

Riley J. Hill

Tenant:

Ronald Verini, Mayor

Attest:

Tori Barnett, City Recorder

EXHIBIT "A"

A parcel of land in Township 18 South, Range 47 East of the Willamette Meridian, Section 3, more particularly described as follows:

A parcel in Block 13 of the Plat of the Original Town of Ontario, Malheur County, Oregon, as follows:

The East 35 feet of Lots 1 through 5, inclusive, Lots 11 through 15, inclusive, together with that portion of the alley vacated by Ordinance #1785 in said Block 13.

Tax Map 18S4703CC; Tax Lot No. 5901

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