

AGENDA
CITY OF BROOKINGS
PARKS AND RECREATION COMMISSION MEETING
Council Chamber - 898 Elk Drive
July 25, 2019 - 7:00 pm

- I. CALL TO ORDER – PLEDGE OF ALLEGIANCE**
- II. ROLL CALL – Welcome new Commissioner Lex Rau**
- III. APPROVAL OF MINUTES**
Minutes of May 30, 2019
- IV. PUBLIC APPEARANCES**
- V. COMMISSION BUSINESS**
 - A. APF Liaison Report
- VI. REGULAR AGENDA**
 - A. Azalea Park Foundation Memorandum of Understanding
- VII. INFORMATION UPDATES/DISCUSSION ITEMS**
 - A. 2019 Projects Update
 - B. RARE Participant Update
 - C. OPRD Grant Update
- VIII. COMMISSIONER REPORTS/COMMENTS**
- IX. ADJOURNMENT**

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
May 30, 2019

CALL TO ORDER

Chair Patt Brown called the meeting to order at 7:00 pm followed by the Pledge of Allegiance.

ROLL CALL - Introduction of new Commissioner Lonnie Nalls

Present: Commissioners Brad Alcorn, Trace Kather, Lonnie Nalls and Chair Brown

Also present: Deputy PWDS Director Jay Trost

Audio recording was not functioning, following is a summary of the meeting.

APPROVAL OF MINUTES

Motion made to approve the minutes of March 28, 2019; motion seconded and Commission voted; the motion carried unanimously.

COMMISSION BUSINESS

Commission selected Brad Alcorn as Park and Recreation Commission liason to the Azalea Park Foundation. Their next meeting is scheduled for June 10, 2019.

PUBLIC APPEARANCES – None

REGULAR AGENDA - None

INFORMATION UPDATES/DISCUSSION ITEMS

A. Azalea Park Foundation (APF) Memorandum of Understanding (MOU) – Jay Trost advised Commission on current status of the MOU with the APF. Teresa Lawson, Azalea Park Foundation representative was in attendance to provide additional information. Commission agreed that the City would take over the maintenance of the benches and provide APF with a yearly \$1500 stipend. A termination clause and a timeline to review every two years would be included. Jay to draw up MOU and forward to City Council for approval

B. RARE Program Participant – Updated Commission on the RARE program.

C. Capital Projects 2019-20 – Unpdated Commission on upcoming capital projects.

COMMISSIONER REPORTS/COMMENTS

ADJOURNMENT

Next meeting scheduled for July 25, 2019. With no further business, meeting adjourned at @8:30 pm.

Respectfully submitted,

Patt Brown, Chair


(Approved at July 25, 2019 meeting)

CITY OF BROOKINGS

PARKS & RECREATION COMMISSION

AGENDA REPORT

Meeting Date: July 25, 2019


Signature (submitted by)

Originating Dept: PWDS

Department Director Approval

Subject: Azalea Park Foundation Memorandum of Understanding

1. Recommended Motion: Recommend City Council to consider the Azalea Park Foundation Memorandum of Understanding as revised.
Or,
2. Recommended Motion: Recommend to City Council to dissolve the Memorandum of Understanding with the Azalea Park Foundation

Financial Impact: \$5000.00 to be paid out of the Parks general fund.

Background/Discussion: On January 15, 2019, we received a letter requesting that the City provide \$3000 per year to the APF for plants, materials and supplies.

This request was brought before the City Council at a workshop on May 6, 2019. We looked at historical documents, including the APF Statement of Purpose, that said this project would not have a financial impact on the City, but would be funded through private donations and grants; and that all labor would be done by volunteers. At the workshop it was requested that the MOU be taken to the Parks Commission.

On May 30, 2019 a draft Azalea Park Foundation MOU was brought before the Parks Commission. Staff recommendations are included in red along with the Parks Commission's draft MOU.

On July 8, 2019 the City Council received the Parks and recreation Commissions suggested Memorandum of Understanding with staff recommendations to remove the \$1500.00 stipend listed in 2.07. The City Council directed staff to take it back to the Parks Commission for final review of the suggested edits.

Attachment(s):

- a. Letter from Azalea Park Foundation requesting funding.
- b. Azalea Park Foundation Memorandum of understanding (2013)
- c. Revised Memorandum of Understanding.
- d. Azalea Park Foundation letter submitted to City Council July 8, 2019

January 15, 2019

Attachment A
APF Ltr Req Funding

To: City of Brookings and the Parks and Recreation Committee

From: Azalea Park Foundation

Re: MOU between APF and The City of Brookings, and projects in the park for the upcoming budget year 2019-2020.

In reviewing the MOU that APF has with the city, several items in the MOU have not been followed for years. There are two items that APF is asking the City to honor per the MOU.

- 1) City Obligations: 2.01. Provide and maintain all irrigation systems and water service in Azalea Park and with the Formal Gardens.
- 2) City Obligations: 2.05. Provide new plants, fertilizer, mulch, sprays and collection bags.

In a meeting recently with Jay Trost, Tony Baron and Azalea Park Foundation members, Teresa Lawson, Dave Paoli and Susan Shampo; the following items were discussed. Tony Baron stated that years ago APF had said they wanted control of the irrigation in the Formal Gardens. Irrigation systems are complex and it is not practical or reasonable that volunteers manage such a system, when city staff has the expertise in this area and manages the irrigation for the rest of the park. In the next month or two, Jay Trost will meet with APF in the park to review what is and isn't working. The City will repair/replace the irrigation systems in the Formal Garden in a timely manner, and if needed cost to do this will be included in the 2019-2020 budget.

The second MOU item above providing plants/supplies also has not been followed for years. APF manages and maintains the Formal Gardens for the City. APF spent over \$15,000 in the last year for plants, supplies and landscapers. APF is asking that going forward the City pays a set amount per year of the plant and supply cost per our MOU. In our meeting it was suggested that \$3,000 would be a reasonable amount, considering the amount of area that APF manages. This is the same amount the City provides The Garden Club for the areas that they maintain. There was discussion about a flat amount verses actual expenses. The flat amount was agreed to because it would be easier to administrate for the City and APF. Any additional cost for plants/supplies for the Formal Gardens will be paid by APF.

New sod was also discussed for two areas around the old concrete fountain, close to KidTown. These areas have been mostly dead grass for several years now. Per Tony Baron new sod for this area will be part of the 2019-2020 budget for the park, with planting no later than the fall of 2019.

The final item was Replacing Park Benches: Both sides agreed the current blue benches should be replaced as soon as possible. The wood is old and very warped. Tony said there was an extra bench the city has and it could replace one bench soon. Tony also said there is a family exploring the idea of purchasing a memorial bench and he suggested the garden. APF is considering the purchase one new bench for the existing names from the old benches. The cost of the new benches is 4 to 6 times more than the old blue benches that were purchased by families, which would justify combining the names onto one bench, while still honoring the memorials. It was also discussed that the city might be able to pre purchase a bench or two and then when a family wanted a memorial the plaque would be added, reimbursing the city for the cost. If the City could do this, it would allow for most of the benches to be replaced in the next year. The discussion consensus was to work together to update the benches as soon as fiscally possible.

The Azalea Park Foundation Board is available to discuss any of the above projects with City Staff or Parks and Recreation Committee members.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BROOKINGS
AND
AZALEA PARK FOUNDATION**

The parties to this Memorandum of Understanding (MOU) are the City of Brookings (CITY), an Oregon municipal corporation, and the Azalea Park Foundation (FOUNDATION), an Oregon non-profit corporation.

WHEREAS, CITY owns that certain area known as Azalea Park, inclusive of the areas bordered by Lundeen Lane, Old County Road & North Bank Road.

WHEREAS, FOUNDATION currently cares for, and maintains an area within Azalea Park known as the "Formal Gardens", boundary of which is described on a map called Exhibit A.

WHEREAS, FOUNDATION has demonstrated ability to maintain public landscape areas;

WHEREAS, CITY is restructuring the manner in which it maintains its public landscape areas and desires to work with non-profit groups in the maintenance of these areas;

WHEREAS, FOUNDATION has expressed interest in partnering with the CITY in this regard.

NOW, THEREFORE, the parties agree as follows:

1.0 FOUNDATION OBLIGATIONS

- 1.01. Provide pruning, trimming, weed removal, mulching and general maintenance within the Azalea Park Formal Gardens identified in Exhibit A,
- 1.02. Manage planted areas by dividing existing and/or installing new plants as determined by FOUNDATION.
- 1.03. Perform general litter clean-up in Formal Gardens as needed.
- 1.04. Remove all vegetation debris and place at a location provided by City within the park.
- 1.05. Provide consultation services as needed, to City and volunteer organizations during yearly maintenance and service projects undertaken outside the Formal Gardens.

2.0 CITY OBLIGATIONS

- 2.01. Provide and maintain all irrigation systems and water service in Azalea Park and within the Formal Gardens.
- 2.02. Mow all grass areas in the Formal Gardens
- 2.03. Perform general litter and animal feces clean up in grassy areas.
- 2.04. Coordinate its maintenance activities with those of the FOUNDATION.
- 2.05. Provide new plants, fertilizer, mulch, sprays and collection bags

3.0 INSURANCE REQUIREMENTS

FOUNDATION will provide CITY with proof of an insurance policy covering general commercial liability on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage.

4.0 MEETINGS

Duly appointed representatives of the parties shall meet as needed to address mutual maintenance concerns and review the respective parties' responsibilities under this Memorandum. Further, the parties agree to consider jointly undertaking improvement projects or major cleanup projects when resources beyond those normally available for maintenance become available to either party.

5.0 HOLD HARMLESS CLAUSE

FOUNDATION shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of FOUNDATION or its officers, employees, subcontractors, or agents under this MOU.

WHEREFORE, the parties have caused this MOU to be executed by their authorized representatives on this 15th day of January, 2013.

CITY OF BROOKINGS
An Oregon Municipal Corporation

Ron Hedenskog
Ron Hedenskog, Mayor

ATTEST:
Joyce Heffington
Joyce Heffington, City Recorder

AZALEA PARK FOUNDATION
An Oregon Non-profit Corporation

Shirley B. Old
Name:
Title: President

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WHEREAS, FOUNDATION has demonstrated ability to maintain public landscape areas;

WHEREAS, CITY is restructuring the manner in which it maintains its public landscape areas and desires to work with non-profit groups in the maintenance of these areas;

WHEREAS, FOUNDATION has expressed interest in partnering with the CITY in this regard.

NOW, THEREFORE, the parties agree as follows:

1.0 FOUNDATION OBLIGATIONS

- 1.01. Provide pruning, trimming, weed removal, mulching and general maintenance within the Azalea Park Formal Gardens identified in Exhibit A.
- 1.02. Manage planted areas by dividing existing and/or installing new plants as determined by FOUNDATION.
- 1.03. Perform general litter clean-up in Formal Gardens as needed.
- 1.04. Remove all vegetation debris and place at a location provided by City within the park.
- 1.05. Provide consultation services as needed, to City and volunteer organizations during yearly maintenance and service projects undertaken within the Formal Gardens.
- 1.06. Provide the CITY with quarterly reports on volunteer hours and annual fiscal reports.

2.0 CITY OBLIGATIONS

- 2.01. Provide and maintain all irrigation systems and water service in Azalea Park and within the Formal Gardens.
- 2.02. Mow all grass areas in the Formal Gardens
- 2.03. Perform general litter and animal feces clean up in grassy areas.
- 2.04. Coordinate its maintenance activities with those of the FOUNDATION.
- 2.05. Manage and maintain walking paths.
- 2.06. Manage and maintain all seating areas within the formal gardens.
- ~~2.07. CITY will provide the FOUNDATION \$1,500 per year for supplies. CITY labor and material costs will be deducted from this amount.~~

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FOUNDATION will provide CITY with proof of an insurance policy covering general commercial liability on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage.

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Duly appointed representatives of the parties shall meet as needed to address mutual maintenance concerns and review the respective parties' responsibilities under this Memorandum. Further, the parties agree to consider jointly undertaking improvement projects or major cleanup projects when resources beyond those normally available for maintenance become available to either party.

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FOUNDATION shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of FOUNDATION or its officers, employees, subcontractors, or agents under this MOU.

6.0 NEW IMPROVEMENTS OR ENHANCEMENTS

All new improvements or enhancements in the Formal Garden area shall be approved by the Parks and Recreation Commission.

7.0 RENEWAL

The MOU shall be reviewed and renewed by June 1st of every year ending in an odd number.

8.0 TERMINATION

The CITY and or the FOUNDATION have the right to terminate the MOU at anytime.

WHEREFORE, the parties have caused this MOU to be executed by their authorized representatives on this ____ day of _____, 2019.

CITY OF BROOKINGS
An Oregon Municipal Corporation

Janell K. Howard, City Manager

AZALEA PARK FOUNDATION
An Oregon Non-profit Corporation

Name:
Title:

July 8th, 2019
Brookings City Council Meeting

Public Comment: From Azalea Park Foundation
Presented by Teresa Lawson, President of Azalea Park Foundation

The proposed MOU between the City and Azalea Park Foundation is agreeable to the board of APF with one addition and one clarification.

Section 2.05 from the 2013 MOU was replaced by section 2.07 in the first draft of the 2019 MOU, these MOU's are in your agenda packet, pages 16 through 19. Section 2.07 of the 2019 MOU provided an actual dollar amount of \$1,500 for plants, mulch, sprays..etc.. However this section is not being recommended as part of the 2019 MOU, and no version of the previous 2013 MOU Section 2.05 is proposed to replace it. The original section from the 2013 MOU or something similar is being requested by APF, since the \$1,500 is not being proposed as part of the MOU. Logistically providing mulch and soil is something that APF can not do. Sprays and fertilizers are purchased in bulk by the city and only these sprays and fertilizers can be used in the parks. APF has not needed to use sprays or fertilizers in the last two years but we likely will at some time in the future. The providing of new plants which was in the original MOU from 2013 would be nice, but this item was never standard practice between The City and APF and APF will accept the decision of The City on this item.

Clarification on the Termination section 8.0: APF would like the wording of this section to reflect that termination by the City would require a vote of the City Council, or this clarification to be provided by Staff or Council in writing but not necessarily detailed in the wording of the MOU. The termination clause is new, but it is a very standard part of MOUs and contracts. The original MOU was signed by the Mayor, the proposed 2019 MOU is being signed by the City Manager. APF would like to have written clarification that the termination of the MOU agreement by The City would be by a vote of the Council and not a decision by Staff.

APF approves of all other sections of the proposed 2019 MOU.