PARK & RECREATION ADVISORY BOARD AGENDA
Monday, July 13, 2020
6:30 P.M. – Virtually using Zoom platform

Per the Governor's Executive Order 20-16, regarding compliance with Oregon's public meeting laws, the City of Gladstone is abiding by social distancing requirements during the coronavirus pandemic. This public hearing will be conducted virtually using the ZOOM platform:

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Members of the Parks and Recreation Advisory Board, staff, and the public have access to this call.

1. Self-Introductions/Roll Call. Current members of the Park and Recreation Board are: Benjamin Misley (Chair), Mindy Garlington (Vice-Chair), Kelsey Proctor, John Eichsteadt, Bruce Hildreth, William Preble, and Andrew Labonte, City Council liaison is Mayor Tammy Stempel.

2. Approval of June 8, 2020 Minutes

3. Rotator Tourism presentation discussion

4. Nature Park Site Plan Scope of Work, schedule, and budget. See attached.

5. Business from staff
   - Update on shelter at Max Patterson Park
   - Dredging project update

- Meldrum Bar Fee Implementation Update
- High Rocks volunteer trash pick up

6. Business from Board.

7. Business from the audience

8. Next Scheduled Meeting is August 10, 2020

9. Adjourn.

GLADSTONE PARKS & RECREATION ADVISORY BOARD MEETING MINUTES OF June 8, 2020

Meeting was called to order at 6:31 PM (Via Phone)

PRESENT:
Chair Ben Misley, Mindy Garlington, John Eichsteadt, Bill Preble, Andrew Labonte

ABSENT:
Kelsey Proctor, Bruce Hildreth

STAFF:
Jacque Betz, City Administrator; Jim Whynot, Public Works Director; Tammy Stempel, Mayor/Liaison (joined in at approximately 6:45 P.M.)

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1. **Self-Introductions/Roll Call**

2. **Approval of February 10, 2020 Minutes:**
   Mindy Garlington made a motion to approve the minutes. Motion was seconded by John Eichsteadt. Motion passed unanimously.

3. **Discussion of Ridgegate Green Space:**
   There was an email dated May 27th to City Council regarding property information. This was discussed during a recent Council work session.

   Bill Preble said he has changed his thoughts regarding selling the property. He realized the reason he got involved in the Parks Board was to preserve and develop green space. He would be pleased if they took some pride in the property in terms of making improvements and making it publicly accessible.

   Mindy Garlington agreed. There is a lot of passion from the surrounding property owners. She would also like to see them take some pride in their adjoining green space and improve it. She thanked Ms. Betz for providing the property information because it gives them insight regarding the original intent of the property.

   Andrew Labonte asked how a citizen or group would go about making a trail loop on that property. Mr. Whynot believes it would be similar to what has gone on at the Gladstone Nature Park, Community Gardens, etc.; having conversations with the Parks Board and City Council and proposing a plan.

   Mindy Garlington asked if either of the properties have a sign that says "David M. Scott Family Park" – Mr. Whynot was not aware of any. She doesn't think the name is mentioned in the Parks Master Plan – Mr. Whynot agreed.

   Chair Misley said he would like to drop the motion regarding the sale of the property. He feels they need to figure out a long term plan for the property – such as who is willing to help maintain it, clearing invasives, the naming of it, providing access to the property, etc. Mayor Stempel agreed.

Public Comments:
Nancy Eichsteadt asked if the City ever dealt with the neighbors that are encroaching on the property – the answer was no. Mr. Whynot will check into that and bring an update to the next meeting.

Chair Misley made a motion to rescind the previous motion about selling the western portion of the Ridgegate property and to find a long term plan for the Ridgegate Greenspace. Motion was seconded by Andrew Labonte. Motion passed unanimously.

Mindy Garlington said she is hopeful that they can put a group together for the David M. Scott Family Park and asked everyone to reach out to anyone they remotely think might help and they might be surprised at how much help they would get.

4. **Business from Staff:**
   - **Summer plans regarding COVID-19 for the Parks, Pickleball, and Recreational Activities:**
     Mr. Whynot said right now the City is in Phase 1 of the reopening (based on the County applying for that through the State) – it was approved on May 22nd. It allows groups up to 25 or fewer with social distancing. All of the field reservations have been canceled. Programming and events have been canceled in the parks. The spray park is closed. The restrooms are open – they are cleaned/sanitized once per day and they are following the Oregon Health Authority rules on that. They do not have lifeguards at High Rocks this year. Ms. Betz said tonight AMR has put loaner life vests at the park to be used on the honor system. Mindy Garlington asked if citizens could add to the supply or donate money – Ms. Betz didn't know, but she will find out.

     Mr. Whynot said things are changing daily regarding the reopening. The City's website is updated daily with any changes.

   - **Max Patterson Park Shelters:**
     One is ribboned off for safety concerns – their crews noticed that one of the upright structures is rusted clear through. They have a structural engineer working on a fix for the situation. They should get the results in a couple of weeks and go from there. He will go over costs at the next meeting.

   - **Dredging Project Update:**
     It is moving forward and City Council will be considering approval of the contract with Ross Island Sand & Gravel tomorrow night. There were only two bids – with the low bid they will only use about half of what the grant was good for. It will be approximately one month before any work starts because of notifications, meetings, pre-dredge plans that are required, etc. The project should take approximately three to four weeks. Mindy Garlington said she was glad a local company will be doing the work. There was discussion regarding funding of the project ($25,000 comes out of the Business Development Community Promotion line item – nothing comes out of the Transient Lodging Tax).

   - **Nature Park Site Plan:**
     Mr. Whynot and Ms. Betz are working with Steve Duh (Conservation Technix) regarding the scope, schedule, and budget – they plan on having that ready for review at the next meeting. Chair Misley asked if it was possible to do the Meldrum Bar site plan at the same

time since it involves outreach to the community – Mr. Whynot said that staff felt that doing the Nature Park was all they could handle at this time so they didn't address it with Mr. Duh. They will address it once this site plan is done. Ms. Betz said they would have had to go through a more formal procurement process because the project amount would likely exceed $50,000. With the $25,000 they are spending on the Nature Park site plan they are able to streamline the project faster. Chair Misley asked if the WES/Good Neighbor dollars could be used for the Meldrum Bar/Dahl Beach projects – the answer is yes. Ms. Betz said they are choosing to use Transient Lodging Tax dollars for the Gladstone Nature Park site plan project so it will not come out of the Parks fund. Water funds will also be paying for a portion of it.

Mindy Garlington asked if Mr. Duh would be interested in doing the site plan project for Meldrum Bar – Mr. Whynot said he assumed so.

5. **Business from the Board:**

Chair Misley asked what the structure would be for the upcoming meeting between City Council and the Parks & Rec Board. Ms. Betz said they were hoping they could have the meeting on-site in the new community meeting room, but that's not going to happen so they will be setting up a Zoom meeting. Staff will go through each item and update them on where we are with certain projects and then have a discussion regarding guidance for fees in the parks. Mayor Stempel said that staff needs clear direction from City Council on what needs to be a priority and what needs to be put on the back burner so she wanted to have a more in-depth discussion with the Parks Board. The meeting is scheduled for June 23rd at 6:30 P.M. Ms. Betz said the Tourism Strategy and the new brand presentation is at 5:30 the same night – she is hoping that some of that information supports using some of the Transient Lodging Tax dollars toward enhancing our parks. Chair Misley said it looks like feedback is being elicited as far as design for the trolley trail bridge.

Mindy Garlington asked if they needed to concern themselves about an issue with the well at Meldrum Bar – Mr. Whynot said no, it has been addressed. The screen was plugged and the pump needed some work but it has been fixed and is back up and running.

She thanked him for the port-a-potty at the Nature Park – they appreciate it. John Eichsteadt thanked him too and said it has been used and not abused. He said the new location is even better than the old one.

Bill Preble said the Pickleball Club decided to collect for the Gladstone Food Pantry – he said they are open from 9:00 to noon if anyone would like to donate food.

Andrew Labonte asked, regarding pedestrian safety at the Fairfield and Cornell Avenue intersection near Max Patterson Park, if the City was looking at some kind of control there – Mr. Whynot said they are doing an analysis for those intersections and they will come up with some solutions. Andrew Labonte asked how far out it would be before there is a pedestrian beacon between Cason and the Nature Park on Webster Road – Mr. Whynot said they are aware of it but he didn't know about the timing. He said they need to get the projects from Traffic Safety prioritized so they can start working on them.

He said having lifeguards at High Rocks is great – he asked if there would be more police presence there without AMR or if they just roll the dice as far as littering, smoking, etc. Mr. Whynot said there is an increased police presence in all of the parks with the COVID-19 going on. There is some new signage being worked on as well. Ms. Betz said that Clackamas County has a river

rescue program and they reached out to her today regarding how they can assist Gladstone since AMR is not going to be there. She will be having a conversation with them on Wednesday.

Mayor Stempel said the Parks Board is amazing and she is thankful to be a part of the group.

6. **BUSINESS FROM THE AUDIENCE:**
Nancy Eichsteadt said was relieved to see the new port-a-potty at the Nature Park.

There is a new project there – a volunteer is making fairy houses and each one has an environmental message. They are stationed along the Metro paved trail.

She thanked Bill Preble for building their new "library".

They are expecting a mother duck to hatch her eggs on the Butterfly Hill soon. Last year they had to stop traffic to allow her and her ducklings to cross traffic to get to the pond on the Seventh Day Adventist property.

7. **Meeting Adjourned:**
Meeting adjourned at 7:29 P.M.

Next scheduled meeting is July 13th, 2020.

CITY OF GLADSTONE, OREGON
PERSONAL SERVICES CONTRACT

A CONTRACT ("Contract") between THE CITY OF GLADSTONE, OREGON ("City"), and **Steve Duh, CPRP Conservation Technix, Inc.** ("Provider") entered into on _____ ("Effective Date").

WHEREAS, the City and Provider believe it in their mutual interest to enter into a written contract setting out their understandings concerning Provider's provision of services to the City.

1. **Term**
   The term of this Contract shall be effective from the date provided above and shall remain in full force and effect until December 31, 2020 unless terminated earlier under this Contract.

2. **Provider's Service**
   The scope of Provider's services and time of performance under this Contract are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Contract as is fully set forth herein. Any conflict between this Contract and Provider's proposal (if any) shall be resolved first in favor of this written Contract. Provider will, in the rendering of its services to City, use his best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Contract and Exhibit A.

3. **Provider Identification**
   Provider shall furnish to City Provider's employer identification number, as designated by the Internal Revenue Service or Provider's Social Security number.

4. **Compensation**
   Payment for the work provided by Provider shall be made as provided on Exhibit A attached hereto, provided that the total amount of payment to Provider shall not exceed **$24,985** inclusive of labor, materials, equipment supplies and expenses.

5. **Project Managers**
   City's Project Manager is **Jim Whynot, Public Works Director.** Provider's Project Manager is **Steve Duh, CPRP**. Each party shall give the other written notification of any change in their respective Project Manager.

6. **Project Information**
No information, news or press releases related to the Provider's services shall be made to representatives of newspapers, magazines, television and radio stations or any other news medium without the prior authorization of City's Project Manager.

7. **Duty to Inform**
Provider shall give prompt written notice to City's Project Manager if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the Contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Provider shall constitute neither contract with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of City's rights.

8. **Extra or Changes in Work**
Only the City Administrator or Project Manager may authorize extra (and/or change) work. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Contract price or Contract time due to such unauthorized extra work and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

9. **Provider is Independent Contractor**
Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Provider shall not affect his independent ability (or the ability of his insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

10. **Compliance with State and Federal Laws/Rules**

Provider shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers' compensation insurance, health care payments, payments to employees and subcontractors, income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this Contract.

11 Indemnity and Insurance

a) Indemnity: City has relied upon the professional ability and training of Provider as a material inducement to enter into this Contract. Provider warrants that all of his work will be performed consistent with commercially reasonable professional practices and standards, as well as with the requirements of applicable federal, state and local laws. Provider acknowledges responsibility for any and all liability arising out of the performance of this Contract and shall hold City, its officers, employees and agents harmless from and indemnify and defend City, its officers, employees and agents for any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Provider's acts, omissions, activities or services in the course of performing this contract.

b) Liability Insurance: Provider shall maintain occurrence form Commercial General Liability and Automobile Liability Insurance for the protection of Provider, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than Two Million dollars ($2,000.000.00) combined single limit per occurrence. Such insurance shall name City as an additional insured

c) Certificates: Provider shall furnish City certificates evidencing the date, amount, and type of insurance required by this contract. All policies will provide for not less than thirty (30) days' written notice to City before they may be canceled.

d) Primary Coverage: The coverage provided by insurance required under this Contract shall be primary, and any other insurance carried by City shall be excess.

12 Work is Property of City

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Provider under this Contract shall be the property of City.

13 Law of Oregon

The Contract shall be governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

14 Successors and Assignments

a. Each party binds itself, and any partner, successor, executor, administrator, or

assign to this Contract.

b. Neither City nor Provider shall assign or transfer their interest or obligation hereunder in this Contract without the written consent of the others. Provider must seek and obtain City's written consent before subcontracting any part of the work required of Provider under this Contract. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

15 Records

a. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Contract for at least three years after City makes final payment on this Contract and all other pending matters are closed.
b. Provider shall allow City, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

16 Breach of Contract

a. Provider shall remedy any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or City notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this paragraph, City may terminate that part of the Contract affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this Contract.
b. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, City may declare Provider in default and pursue any remedy available for a default.
c. Pending a decision to terminate all or part of this Contract, City unilaterally may order Provider to suspend all or part of the services under this Contract. If City terminates all or part of the Contract pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Contract and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
d. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Provider, including but not limited to, amounts owed under this or any other Contract between Provider and City.

17 Mediation/ Trial Without a Jury

a. Should any dispute arise between the parties to this Contract it is agreed that

such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Contract shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees.

b. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

18 Termination for Convenience

The City may terminate all or part of this Contract at any time for its own convenience by written notice to Provider, effective immediately or at any time identified. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract.

19 Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in the City. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the City any data or other tangible property generated by Provider under this Contract and necessary for the beneficial use of intellectual property covered by this paragraph.

20 Conflict of Interest

Except with City's prior written consent, Provider shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Provider's professional judgment with respect to this Contract, including, without limitation, concurrent employment in direct competition with the Contract.

21 Modification

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

22 **No Waiver of Legal Rights**
A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

23 **Integration**
This Contract contains the entire contract between the parties and supersedes all prior written or oral discussions or contracts regarding the same subject.

Steve Duh, CPRP
PROVIDER

_____

Date: _____

CITY OF GLADSTONE, OREGON
CITY

_____
Name

_____
Title

Date: _____

ATTEST:

_____

EXHIBIT A

City of Gladstone

Gladstone Nature Park: Conceptual Site Development

Scope & Fee

Project Understanding

Gladstone Nature Park is an 11.4-acre neighborhood park in a primarily natural conditions located between Webster and Oatfield Roads. The City's 2017 Park Master Plan recommended the development of a site master plan to guide potential future improvements and recreational amenities that add value to the site as a public park, as well as improved access.

Project Scope

The City of Gladstone would like to conduct a master planning process with its community members, Parks Board, and City Council to design the park's layout and determine an appropriate level of improvement and the range of amenities for the park's future. The master planning process will explore several alternative options for the direction of site development to share with the public. A preferred design option would evolve from the feedback and input received from the initial design options. The exploration of design alternatives will explore spatial layouts, circulation patterns, types of amenities to be added, parking and restrooms, as well as the extent of potential landscape improvements and restoration. The alternative design options will also consider the City's need to locate a water reservoir on some portion of the site.

Task 1: Site Analysis

- Conduct site analysis using existing data and available site information including the City's Water Master Plan, Oberson property report, neighboring development plan documents, zoning and land use, and current conditions of amenities, parking, pedestrian circulation and tree canopy cover.
- Inventory the park's natural resources from data that includes Public Works GIS and/or Metro data layers, past surveys, and environmental reports.
- Prepare diagram of site conditions that summarize potential physical characteristics of the site and the design opportunities and development constraints.

Task 2: Draft Conceptual Site Plan

- Prepare two to three site plan development concepts that explore potential directions for the development of this neighborhood park to enhance its park and recreational value in Gladstone's park system. Graphic representations will include the parking and restroom locations, pathways and trails, proposed site amenities, potential future water tower, landscape improvements and some site development implications (stormwater management, etc.)

- Provide opportunities for the review of the alternative options by City staff, Parks Board, City Council and interested public to determine preferred conceptual site plan development direction. Prepare for and present at a City Council study session (or joint Parks Board and Council session) to review conceptual alternatives and seek guidance.
- Prepare more detailed preferred conceptual site plan illustrating layout of parking, pedestrian circulation, site furnishings, recreational amenities and other related improvements.

Task 3: Community Engagement

- Conduct one public open house to solicit feedback on conceptual design alternatives.
- Prepare content for online engagement to solicit ideas, input, and feedback towards the development of a preferred design option.
- Prepare for and present at a City Council study session (or joint Parks Board and Council session) to review the preferred concept, potential park configuration changes and estimated project costs.

Task 4: Draft Cost Estimates & Narrative Report

- Cost estimates will be calculated based on identified project improvements and necessary support facilities targeted for construction. Design, permitting, known mitigation, construction management and contingency fees will be calculated as percentages to represent rough order of magnitude project costs. Compile a narrative report to highlight elements of the preferred concept.

Project Deliverables

- Meeting summaries
- Site analysis narrative report
- Two - three alternative conceptual site plans
- One open house meeting
- Online engagement tool and content
- Preferred design concept graphic
- Cost estimate for preferred concept
- Concept narrative report
- Parks Board/City Council joint work sessions

Project Assumptions

- The City will provide any as-builts, historic property information, topographic, survey or other existing site data
- The final graphics will be schematic in nature and will not be suitable for construction

Project Schedule

• Project kick-off; data collection	July
• Site analysis & design options	August - September
• Open House meeting & online engagement	September - October
• Final Preferred Design	November
• Joint Parks Board/City Council session	December

Proposed Fee

TASK	Fee Subtotal	Hours Subtotal	Cons erva tion Technix
Task 1: Project Initiation and Management	$ 1,800	12	$ 1,800
Task 2: Site Analysis & Assessment	$ 4,170	30	$ 4,170
Task 3: Draft Conceptual Site Plan	$ 6,105	43	$ 6,105
Task 4: Community Outreach	$ 5,340	36	$ 5,340
Task 5: Preferred Concept Report & Cost Estimate	$ 5,700	40	$ 5,700
Direct Costs	$ 1,870		$ 1,885
TOTAL	$ 24,985		