



ROSEBURG PARKS COMMISSION AGENDA
WEDNESDAY, **SEPTEMBER 19, 2018**

Handwritten signature and date: 9/14/18

8:15 a.m. Special Meeting **City Hall Third Floor Conference Room**
900 SE Douglas Avenue, Roseburg, Oregon 97470

NOTE: IT IS UP TO EACH OF YOU AS COMMISSIONERS TO CALL 541-492-6730 AND LET STAFF KNOW BEFORE THE DAY OF THE MEETING IF YOU WILL NOT BE ATTENDING. THANK YOU.

NOTE: DATE CHANGE

I. CALL TO ORDER

II. ROLL CALL:

Chair: Alison Eggers
Commissioners: Kyle Bailey Leila Heislein Diana Wales
 Bob Grubbs Bob Cotterell Bob Walker

III. APPROVAL OF MINUTES

A. August 1, 2018

IV. DISCUSSION ITEMS

A. **Legion Field Improvement Proposal 2018**

AUDIENCE PARTICIPATION – At this time, anyone wishing to address the Commission concerning items of interest not included in the agenda may do so. The person addressing the Commission shall, when recognized, give his/her name and address for the record. All remarks shall be directed to the whole Commission. The Commission reserves the right to delay any action, if required, until such time when they are fully informed on the matter.

V. INFORMATIONAL

VI. BUSINESS FROM THE COMMISSION

VII. NEXT MEETING DATE: October 3, 2018

VIII. ADJOURNMENT

***** AMERICANS WITH DISABILITIES ACT NOTICE *****

Please contact the Office of the City Recorder, Roseburg City Hall, 900 SE Douglas Avenue, Roseburg, OR 97470 (Phone 541-492-6700) at least 48 hours prior to the scheduled meeting time if you need an accommodation. TDD users please call Oregon Telecommunications Relay Service at 1-800-735-2900.

**CITY OF ROSEBURG
PARKS AND RECREATION COMMISSION
AUGUST 1, 2018**

MINUTES

CALL TO ORDER: Chair Alison Eggers called the meeting of the City of Roseburg Parks and Recreation Commission to order at 8:15 a.m. Wednesday, August 1, 2018, in the Third Floor Conference Room at City Hall.

ROLL CALL: Present: Chair Alison Eggers, Commissioners Bob Cotterell, Leila Heislein, Bob Walker, Bob Grubbs, and Diana Wales

Absent: Kyle Bailey

Attending Staff: City Manager Lance Colley, City Recorder Amy Sowa, Community Development Director Stuart Cowie, Parks and Recreation Program Manager Kris Ammerman, and Department Technician Chanelle Rogers

Others Present: David Reeck, Umpqua Velo Club

City Manager, Lance Colley introduced new City Recorder Amy Sowa and she gave brief background about herself.

APPROVAL OF MINUTES: Grubbs moved to approve the minutes of the May 2, 2018 Parks and Recreation Commission meeting. The motion was seconded by Cotterell and carried unanimously.

DISCUSSION ITEMS:

Electric Assist Bicycle Policy: Ammerman informed the use of electric bicycles is becoming more prevalent within the City and the current park rules do not allow them on the multi-use path. Ammerman stated that most other agencies adopt the federal electric bicycle law and then integrate their own agency specific regulations also. Staff is proposing allowing electric bicycles with the federal stipulations of it needs to be a two or three-wheel vehicle with fully operable pedals and an electric motor of less than 750 wats (1hp). Staff is also suggesting including a maximum speed of 15mph on all multi-use paths. David Reeck, Umpqua Velo Club, questioned what staff choose to use the Federal guidelines rather than the Oregon State ones. Ammerman said in the research he did he found that is what most agencies use. Grubbs inquired how the speed limit would be enforced will there be any signage installed stating the speed. Colley said it would be typically complaint driven or if employee sees someone going faster than the limit, they can let them know of the rule. Walker asked for comparison of other speeds to the 15mph. Reeck said people typically walk 3mph.

MOTION: Cotterell moved to recommend the City Council adopt a resolution updating the park rules and regulations to allow electric bicycles and setting a speed limit on multi-use paths. The motion was seconded by Wales and carried unanimously.

Wayfinding Signage on Multi-Use Path System: Colley introduced Community Development Director Stuart Cowie. Cowie informed that City staff and Blue Zones have been working towards a project to install wayfinding signage on the multi-use path system. Staff said the City Council authorized the use of Economic Development funding to design a wayfinding sign project. The Community Development department staff has been inventorying the existing signage along the path system. Cowie went over the possible types of signs to have along the multi-use path system. Cowie stated staff was looking for feedback from the Parks Commission members. Grubbs questioned if the trail system had a name.

Cowie and Ammerman both stated that it did not, that is one of the things trying to be accomplished is branding the path system. Colley said it is important to know where people want to go using the path so the signs can show certain destinations and how far it is to get to a specific location. Discussion ensued.

AUDIENCE PARTICIPATION: None

INFORMATIONAL: Walker asked if there was any signage at the Splash Pad warning the playground surface could be hot, he has heard about children burning their feet in other parts of the country due to the extreme heat. Ammerman said there are signs with rules but not about the surface potentially being hot. Cotterell questioned if there has been any maintenance issue with it. Ammerman replied that there have been some small issues but overall he is impressed that it is doing what it is supposed to do. It is holding up well even under very heavy use.

Ammerman mentioned that the stabilization project at Stewart Park has been completed and the one Deer Creek Park is currently being worked on. Ammerman informed that the city received the notice to proceed for the path project that goes through the disc golf area about a week ago so that project will probably take place next spring.

BUSINESS FROM THE COMMISSION: Heislein stated she and a friend went to the splash pad and there were signs near the tables under the covered area stating the tables were reserved for the concessionaire, she wondered where the shade was for the public that wasn't using the concession stand. Ammerman stated staff is looking at different options for adding some shade structures. Wales informed that the Swift watch will be Fridays in September and the new director at the Arts Center is very excited for the event.

ADJOURNMENT: Meeting adjourned at 9:10 a.m.

Chanelle Rogers

Chanelle Rogers,
Public Works Department Technician



CITY OF ROSEBURG MEMORANDUM



DATE: September 19, 2018

TO: Parks & Recreation Commission

FROM: Kris W. Ammerman, Parks & Recreation Program Manager

VIA: Nikki Messenger, Public Works Director

SUBJECT: Legion Field Improvement Proposal 2018

ISSUE STATEMENT AND SUMMARY

Roseburg American Legion Baseball Commission (Legion) has previously submitted a proposal to remove the existing natural grass surface at Legion field and replace it with artificial turf. Legion is now requesting an exemption or exception to the City's Park Naming Policy in order to raise funds for the project. The issue for Commission is whether to recommend that Council accept Legion's latest proposal.

BACKGROUND/ANALYSIS

In June 2017 Legion representatives submitted a proposal to replace the grass at Legion Field with artificial turf. The proposal received preliminary approval from the Commission and Council with the condition that all funding for the project must be secured prior to construction beginning. Since that time, the project has been fairly quiet while Legion worked on developing funding and usage partnerships.

On August 29th, staff met with representatives from Umpqua Community College and Legion to discuss new details regarding the turf project. There were two things that were primarily discussed. The first is that both Umpqua Valley Christian School (UVC) and Umpqua Community College (UCC) want the ability to use the field space and would participate in the fundraising and pay a user fee to Legion for use of the field. The second is that the group would like an exemption from the current naming policy in order to provide naming rights as part of their fundraising efforts.

The current Legion agreement outlines the priority of uses as follows:

2.3 Priority of Uses. Priority of use of the Facilities by the Commission, City, and others shall be determined by the Commission in accordance with the following priority schedule (beginning with the highest priority):

2.3.1 Use by youth for organized baseball league and tournament play, including practices, as follows:

2.3.1.1 The Commission for American Legion baseball;

2.3.1.2 Roseburg High School for baseball games and practices;

2.3.1.3 Other organized youth baseball with responsible adult leadership.

2.3.2 City's events;

2.3.3 Use by others for special events when the Commission is notified at least 90 (ninety) days in advance of the scheduled even;

2.3.4 Use by the Commission for any other purpose.

The agreement also allows for use by others in a separate section. Use by UCC fits within those requirements. In order to facilitate usage for all four entities and meet the requirements of the agreement with the City, Legion is proposing that all four partners enter into a Memorandum of Understanding (MOU) outlining the conditions related to usage. A draft MOU has been attached for the Commission's information. As outlined in the MOU, during the season when Legion is not playing, RHS will have first priority, UVC will have second priority and UCC will have third.

Naming Policy:

The City's adopted Park Naming Policy requires at least 51% of the project cost or \$300,000 (whichever is greater) as the minimum dollar amount for the naming of a park or amenity. The total cost estimate for the project is \$715,000. Under the current policy, this would require a monetary donation of \$357,500 in order to name/rename the field. While the facility will remain Bill Gray Stadium, the partners seeking to turf the field are seeking an exemption to this policy and are requesting approval of the following naming rights:

1. **Field** – For a term of 6 years at \$25,000/year (\$150,000) in exchange for associating the sponsor's name with the field. This package will include: inserting the sponsor's name or logo in the turf behind home plate and using the sponsor's name when referring to the field. For example, "The XYZ Field at Bill Gray Stadium."
2. **Dugouts and Press Box** – For a term of 6 years at \$4,000/year (\$24,000) for adding the sponsor's name or logo to the top of the dugouts and the front of the press box.
3. **On-deck Circles** – For a term of 6 years at \$1,000/year (\$6,000) including the sponsor's name or logo in the on-deck circles.

Members of the Roseburg American Legion Baseball Commission plan to attend the September 19th 2018 Parks Commission meeting.

FINANCIAL / RESOURCE CONSIDERATIONS

The proposed project is being funded entirely by the Legion and their partners. No financial impacts are expected for the City.

TIMING ISSUES

Legion would like to begin the project as soon as possible. As such, they are eager to get direction regarding the naming proposal so that they may begin fundraising. Legion hopes to start construction this fall.

STAFF RECOMMENDATION

The agreement between the City and Legion is somewhat unique in that Legion is responsible for all of the maintenance and scheduling at the facility. However, it is important to consider future implications of any deviations from the naming policy. Groups such as Umpqua United Soccer and Roseburg Indian Fastpitch have mentioned the desire to turf fields as well. These facilities are not fully enclosed the way that Legion is, but any decisions made here may carry forward to those facilities or others such as the Tennis Center.

Staff believes there is great value in these user groups working together to make these improvements happen. As the request and additional information has come forward with an urgency to get in front of the Commission, there are several questions that staff has forwarded to the committee. Representatives will be available at the meeting to address these and any other questions the Commission may have.

1. Who is responsible for collecting and accounting for money and hiring and paying the contractor?
2. Who will verify adequate funding is available prior to beginning construction?
3. Are they planning for any contingency? If not, what happens if they find something once they start?
4. We will need them to acknowledge that if any public money is contributed (say from RHS or UCC) that BOLI laws regarding prevailing wage rates on public contracts will apply.
5. If the naming request is approved, is the intent that the money will be paid up front or over 6 years? If over time – how does that fund the project? Is the intent to have a loan and if so on what collateral?
6. What happens after 6 years?
7. When does Legion plan to bring forward their fee structure (section 4 of the agreement)? I assume there will be new fees established as part of the MOU for UVC and UCC usage fees. Are the fees changing for RHS?
8. Once turf is installed, we will need to amend the agreement to update section 3 – maintenance since it talks about irrigation, fertilizing, reseeding, etc.
9. Each entity should provide the City with insurance coverage as additional insured.
10. As with any project, they will need to submit for site plan review and any required building permits.

Since the project has become more complex than simply Legion fundraising and constructing turf, staff recommends that a separate agreement regarding the project be negotiated and executed. The agreement would outline conditions outlined above and any other conditions that the Commission or City Council may deem appropriate.

SUGGESTED MOTION

If the Commission supports the naming proposal provided, it would be appropriate to direct staff to move that item forward to Council. That particular item is time sensitive to their fundraising efforts.

I move to forward a recommendation to the City Council to approve an exemption to the naming rights policy for the American Legion Baseball Commission's turf fundraising project as outlined.

I move to recommend that staff negotiate an agreement outlining any conditions required for moving forward with the construction project.

ATTACHMENTS

Legion Field Turf Program 2018

Draft MOU

Existing Legion Agreement with Amendments

City of Roseburg Naming Policy

City of Roseburg Banner/Signage Policy

LEGION FIELD TURF PROGRAM 2018

UVC Baseball



RHS Baseball



UCC Baseball



Proposal for City of Roseburg

On behalf of the committee for the Legion Field Turf Program 2018, we respectfully submit our proposal for the proposed upgrades for Legion Field. We hereby request permission from the City to make the following improvements and fee modifications:

1. Turf upgrade to new synthetic turf per the following Bid Specs:

a. Proposal received from Synthetic Turf Consulting (STC) - \$513,000

- i. 134,799 sq. ft.
- ii. Sporturf Powerhouse xp style 44 oz. fiber, this new fiber is making record tests for strength, tough bind and wear testing. It includes:
 1. 1/2" stitch gauge
 2. 1 3/4" pile height for infield and warning track areas
 3. 2" pile height for outfield area
 4. 2 ply primary
 5. 20 oz. secondary coating
 6. Holes for drainage
 7. Colors as per owner approved design
 8. 100% rubber infill
- iii. STC provides installation with in-house experienced personnel and extends an 8-year workmanship warranty.
- iv. Manufacturer provides an 8-year warranty on all turf products
- v. Manufacturer provides an 8-year warranty on all adhesive used

2. New Base construction for the above turf per the following Bid Specs:

a. Proposal received from Synthetic Turf Consulting (STC) - \$202,250

- i. Excavate and remove all organic material (sod & all roots)
- ii. Grade sub grade to owner approved design
- iii. Remove infield mix
- iv. Compact sub grade
- v. Provide and install a geo-tech fabric over entire area
- vi. Provide and install a 6" flat drain system under new turf
- vii. Provide and install a 4" collector drain system and connect to existing drain
- viii. Provide and install 4" of DOT spec 3/4" minus base material
- ix. Provide and install 2" of 3/8" minus base material and fine grade

**Please note, some of the above costs could be off-set by in-kind donations which the committee is actively pursuing.

Continued...

LEGION FIELD TURF PROGRAM 2018

UVC Baseball



RHS Baseball



UCC Baseball



3. Requesting the City's permission for approval of Adjustment of Fees:

As required by Section 4.2 of the Legion Field Management and Operating Agreement, Roseburg American Legion requests permission to adjust the fees to generate additional revenue to fund the Turf Project. We would like to offer individuals or businesses the opportunity to purchase the exclusive right to associate their name or business name for a limited time period with the field, the dugouts and press box, and the on-deck circles.

The fees are to be negotiated, but we are considering offering the following to potential sponsors.

1. **Field.** For a term of 6 years at \$25,000/year (total \$150,000) we will associate the sponsor's name with the field. This package will include the following: inserting the sponsor's name or logo in the turf behind home plate and using the sponsor's name when referring to the field. For example, "The XYZ Field at Bill Gray Stadium."
2. **Dugouts and Press Box.** For a term of 6 years at \$4,000/year (total \$24,000) add the sponsor's name or logo to the top of the dugouts and the front of the press box.
3. **On-deck Circles.** For a term of 6 years at \$1,000/year (total \$6,000) include the sponsor's name or logo in the on-deck circles.

We would need the City to cap the 6" mainline water line that is currently going through the field and relocate it around the outside fence or however the City best determines the change. It is located approximately on the line between first base and the flag pole. The waterline needs to be moved for the turf improvements to happen.

Our goal is to have the upgrades completed as soon as possible. We would like to have the base prep work completed prior to onset of winter weather. Ultimately, we would like the project completed before Spring Baseball season begins.

If you have any questions, please contact me at 541.430.0147.

Respectfully Submitted,

Jeff Admire



Earle B. Stewart American Legion Post #16

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on December 01, 2018, by and between Roseburg American Legion Baseball, of Legion Field, Roseburg, Oregon 97471 and Roseburg High School (Referred to as RHS), Umpqua Valley Christian School (Referred to as UVC), and Umpqua Community College Baseball Team (Referred to as UCC), for the purpose of achieving the various aims and objectives relating to the Agreement of usage between Roseburg American Legion Baseball Commission and RHS, UVC, and UCC.

WHEREAS Roseburg American Legion Baseball and RHS, UVC, UCC desire to enter into an agreement in which Roseburg American Legion Baseball and RHS, UVC, and UCC will work together to utilize Roseburg American Legion field as partners.

AND WHEREAS Roseburg American Legion Baseball and RHS, UVC, and UCC are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete these goals;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding agreement of the usage of Legion Field, between Roseburg American Legion Baseball Commission and RHS, UVC, and UCC.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive agreement to the usage of Legion Field.

Cooperation

The activities and services for this agreement shall include, but not limited to:

- a. Services to be rendered by Roseburg American Legion Baseball include:

Roseburg American Legion Baseball Commission agrees to allow the usage of Legion Field to RHS based on the Roseburg City Agreement between Roseburg American Legion Baseball and the Roseburg City Parks. Roseburg American Legion Baseball also agrees to allow UVC and UCC use of Legion Field based on the Roseburg Parks Agreement. All partners will agree to pay a user fee at the beginning of their respective seasons, unless other considerations have been made and accepted by Roseburg American Legion Baseball. All season scheduling will be submitted to Roseburg American Legion Baseball no later than December 1st of the prior year to the season starting. This will include any Fall Ball activity scheduled in this agreement time frame. RHS will have first scheduling and first use of Legion Field for games and practices. UVC will have second choice of scheduling and second use of Legion Field for games and practices. UCC will have third scheduling and third use of Legion Field for games and practices. In an event of scheduling conflict this order will be used to resolve any issues. This agreement does not supersede any verbal agreement the Varsity/Head Baseball coaches may agree to on

their own terms. Roseburg American Legion Baseball will assign a liaison for this MOU and must be kept apprised of any such verbal agreements and changes.

b. Services to be rendered by RHS, UVC, and UCC include:

RHS, UVC and UCC agree to pay a user fee for the use of Legion Field. The fee will be set by the Roseburg American Legion Baseball Commission and must be paid in full prior to any practicing or games. Unless the Roseburg American Legion Baseball Commission agrees with any of the parties to an alternative usage agreement.

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

a. Roseburg American Legion Baseball agrees to provide the following financial, material and labor resources in respect to this agreement:

Roseburg American Legion Baseball Commission agrees to maintain Legion field suitable for usage, this does not encompass any acts of God and/or weather-related issues.

b. RHS, UVC and UCC agree to during their respective seasons to supply; bathroom supplies, empty garbage into provided dumpster, personnel for operation of scoreboard or gate receipts, keep dugouts and field house clean at all times.

Communication Strategy

Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with Roseburg American Legion Baseball and all parties in this agreement to reach the goals set forth in this agreement.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in this agreement a dispute resolution group will convene consisting of the Roseburg American Legion Chairman, Roseburg American Legion MOU Liaison, RHS Athletic Director, UVC Athletic Director and UCC Athletic Director. This group will be chaired by the Roseburg American Legion Baseball Chairman. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from December 01, 2018 until December 01, 2019. The term can be extended only by agreement of all of the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given in person or by email/text message to the Roseburg American Legion MOU Liaison.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Oregon.

Assignment

Neither partner may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning partner, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the partners obligated under this Memorandum.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the partners relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of this agreement.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of this agreement
- d. This Memorandum will be effective upon the signature of all Partners.
- e. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the Agreement of usage between Roseburg American Legion Baseball Commission and RHS,UVC, and UCC.:

6/1/2009 - 6/1/2014

LEGION FIELD MANAGEMENT AND OPERATION AGREEMENT

BETWEEN: City of Roseburg,
an Oregon municipal corporation (City)

AND: Roseburg American Legion Baseball Commission
American Legion: Umpqua Post #16
PO Box 1294
Roseburg, OR 97470 (Commission)

EFFECTIVE DATE: June 1, 2009

RECITALS

- A. City owns the facilities in Stewart Park known as Legion Field and surrounding area identified on Exhibit "B" which is herein incorporated by reference (the Facilities). The Commission uses the Facilities for American Legion Baseball and related events.
- B. City and the Commission entered into an agreement May, 1994 that expired in May, 2009.
- C. City and Commission desire to enter into a new agreement for management and operation of the Facilities year-round under the terms and conditions that follow.

AGREEMENT

1. Term and Renewal.

1.1 Initial Term. This Agreement shall become effective retroactive to June 1, 2009 and shall expire 5 (five) years from the Effective Date hereof, unless otherwise extended or terminated as provided herein.

1.2 Renewal Options. If not in default of this Agreement, the Commission shall have the option of renewing this Agreement for an additional five year period after the expiration of the initial term (the First Renewal Term). The Commission shall also have options to renew this Agreement for additional five year periods after the expiration of the First Renewal Term or renewals thereof, provided it is not in default of this Agreement, up to a total maximum term of 15 (fifteen) years.

1.3 Exercise of Option The Commission shall provide City written notice of its intent to exercise the renewal options provided in Paragraph 1.2 at least 90 (ninety) days, but no more than 180 (one hundred eighty) days, prior to the commencement of the period for which it wishes to renew this Agreement.

2. Operation of Facilities

2.1 American Legion Baseball. The Commission shall manage and operate the Facilities in accordance with this Agreement.

2.2 Use by Others. The Commission shall make the Facilities reasonably available throughout the year for use by City and other community groups when the proposed use would:

- 2.2.1 not damage the Facilities;
- 2.2.2 not create a noise disturbance under Roseburg Municipal Code Chapter 7.02.140; or,
- 2.2.3 not conflict with other events scheduled in Stewart Park.

Use by third parties shall be on such terms and conditions (including payment of use fees) as the Commission promulgates in writing, consistent with the terms and conditions of this Agreement. Any dispute between the Commission, a third party described in Paragraph 2.3 below, or the City concerning use of the Facilities under this Paragraph 2.2 shall be decided by the City Council.

2.3 Priority of Uses. Priority of use of the Facilities by the Commission, City, and others shall be determined by the Commission in accordance with the following priority schedule (beginning with the highest priority):

- 2.3.1 Use by youth for organized baseball league and tournament play, including practices, as follows:
 - 2.3.1.1 The Commission for American Legion baseball;
 - 2.3.1.2 Roseburg High School for baseball games and practices;
 - 2.3.1.3 Other organized youth baseball with responsible adult leadership.
- 2.3.2 City's events;
- 2.3.3 Use by others for special events when the Commission is notified at least 90 (ninety) days in advance of the scheduled even;
- 2.3.4 Use by the Commission for any other purpose.

3. Maintenance. The Commission agrees to perform the following services, maintenance and upkeep duties at all times during the term of this Agreement:

3.1 Baseball Fields and Related Facilities. The Commission shall maintain in their present condition or better, the baseball playing fields, exterior fences, seats and chairbacks in spectator areas, dugouts, roofs, bathrooms, concession stand and other structures. Such maintenance shall include, but is not limited to, providing all labor and materials necessary for maintenance, repair, mowing, irrigating, fertilizing, reseeding, grooming, marking, signing, fencing, outdoor and indoor lighting and vandalism repair at the Facilities;

3.2 Other areas. The Commission shall be responsible for maintaining the areas outside of the baseball fields shown on Attachment "A" in their present or better condition. Such maintenance shall include, but is not limited to providing all labor and materials necessary for mowing and grooming of low maintenance areas, and care and weeding of flower beds and plantings;

3.3 Utility Service. The Commission shall be responsible for all utility services at the Facilities, including but not limited to water, sewer, electric, garbage and telephone.

3.4 Equipment. Upon termination of this Agreement, all equipment provided by the City for use in the Facilities and any replacements therefore, shall be returned to City in the same condition as delivered to the Commission with the exception of reasonable wear and tear. None of said City equipment shall be removed from the Facilities without consent of City. The Commission shall be responsible for the costs of installation of all equipment supplied by the Commission. All equipment that is provided by the Commission shall remain the property of the Commission and shall be removed by the Commission at the termination of this Agreement. If such equipment is not removed within ten days after the termination of this Agreement, it shall become the property of City. All equipment supplied by City shall be maintained by the Commission, including replacement and repair, at the Commission's expense. All equipment supplied by the Commission shall be maintained by the Commission.

4. Revenue and Fees.

4.1 Collection of Revenues and Fees. All fees and revenues from use of the Facilities, including but not limited to gate receipts, user charges, concession profits, advertising revenue, and rental fees shall be collected by the Commission and, except as provided in this Agreement, shall remain the property of the Commission during the term of this Agreement.

4.2 Adjustment of Fees. Subject to City's right to review and modify as provided herein, from time to time, the Commission may adjust the fees charged in connection with the use of the Facilities. Not less than 90 (ninety) days before any change in fees, the Commission shall notify City of any proposed change. Within 30 (thirty) days of receiving the Commission's notice, City may elect to suspend implementation of the fee change while it considers the proposed change. If City, after giving the Commission an opportunity to present the reasons for the fee change, determines a different fee schedule is appropriate it may so act by City Council resolution. In establishing fees, the City shall consider the condition of the Facilities, any outstanding debt, the cost of maintenance and operation, planned capital improvements, the existing fees, the Commission's obligations under this Agreement and other economic conditions within the community. The City shall not be unreasonable in adjusting the fees. No fees set by the City shall be adjusted by the Commission for at least one year thereafter without first obtaining City's approval.

5. Expenditures. All revenue received by the Commission from its activities under this Agreement shall not be used for the production of income, the conduct of trade or business, or for other commercial purposes for the sole benefit and enjoyment of the Commission, its members, shareholders other individuals. All of the Commission's revenue from activities at or use of the Facilities will be used as authorized by this Agreement. No part of the Commission's earnings shall inure to the benefit of any shareholder or individual and upon liquidation of the Commission, its assets at the Facilities or attributable to the performance of this Agreement will be distributed to City for use in public recreational activities.

5.1 Expenditure of Fees and Revenues. All fees and revenues collected from activities or use of the Facilities, operation of concessions on City's property and other activity allowed by this Agreement shall be expended according to the following priorities:

- 5.1.1 The Commission's costs of performing its duties under this Agreement;
- 5.1.2 Capital improvements to the Facilities which have City's prior written approval, then
- 5.1.3 With City's prior written approval, reserve funds for deferred payment for existing capital improvements to the Facilities, for future capital improvements to the Facilities, or for future events scheduled for the Facilities.

6. **Accounting.** The Commission shall account, on a yearly basis, to the City for all revenue received, including donations and grants, and expenses incurred in connection with the performance of this Agreement.

7. **Encumbrances and Liens.** The Commission shall not allow any encumbrance or lien to be created against the Facilities or allow any encumbrance or lien to be created against this Agreement or any money collected or paid under this Agreement.

8. **Taxes, Fees, and Assessments.** City is not conveying any interest in the Facilities to the Commission and intends that the Facilities remain exempt from ad valorem property taxes. It is understood that if for any reason the Facilities, which are not presently subject to taxation, should hereinafter become subject to taxation, then the amount or amounts of such taxes attributable to the Facilities shall be paid by the Commission either directly, if the same are assessed to the Commission, or indirectly to City upon the Commission being billed therefore. The Commission shall pay all taxes, fees or assessments of any kind levied against equipment, appliances or other personal property located on or used in conjunction with the use of the Facilities.

9. **Insurance.** At all times during the term of this Agreement, at the sole expense of the Commission, Commission shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the City may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the City shall be delivered to the City prior to commencement of any work or services provided under this Agreement. The certificates shall specify and document all insurance-related provisions within this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the City and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The City reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this Agreement, City shall have the right to require Commission to increase the Commission's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Agreement shall be cause for immediate termination of the Agreement by the City, but termination shall not relieve Commission of its obligation to provide and maintain such coverage, and City shall be entitled to enforce all liability and indemnity provisions of this Agreement following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Agreement. The policies shall also name the City as an additional insured, protecting City from any and all claims, losses, actions or omissions of Commission

or as a result of the joint concurring or contributory act, omission or negligence of Commission and City arising with or related to activities specified under the Agreement; and have loss payable clauses in favor of and reasonably satisfactory to City.

9.1 **Commercial General Liability.** Throughout the term of this Agreement, Commission shall maintain continuously in effect a broad commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an aggregate of \$2 million, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the City as an additional insured, on a form satisfactory to City, and expressly provide that the interest of the City shall not be affected by Commission's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Agreement, failure to do so shall be cause for immediate termination of this Agreement by City. Any additional insured requirements included in this Agreement shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

9.2 **Workers Compensation Insurance.** At all times during the term of the Agreement, and at the sole expense of the Commission and Subcontractors, the Commission and all Subcontractors shall comply with ORS 656.017, which requires them to provide Workers Compensation coverage for all their subject workers.

10. **Cooperation.** The Commission agrees to work effectively and cooperatively with the City, school districts, organizations and the public for the use of the Facilities.

11. **Indemnification.** Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this Agreement. The extent of the City's obligation under this subsection is limited to the City's obligation under the Oregon Constitution and ORS 30.260 through 30.300.

12. **Compliance with Law and Standard Contract Provisions.** Commission shall comply with all federal, state and local laws, including Roseburg Municipal Code Regulations relating to business registration, and with all Standard City Contract Provisions as outlined in the attached Exhibit "A", which by this reference is incorporated herein.

13. **Non-Discrimination.** The Commission, in its use of the Facilities, shall not discriminate against any person or class of persons by reasons of race, color, national origin, sex, age, ancestry, creed, or any other grounds prohibited by law. In addition, the Commission shall comply with all the requirements of the American with Disabilities Act (ADA) and regulations promulgated thereunder. Lessee hereby recognizes City's right to take such action as the federal government may direct in order to enforce the provisions of this paragraph.

14. **City's Obligations.**

14.1 **Assignment of Advertising Contract.** City hereby assigns to the Commission all of its rights and interests in contracts for advertising on the outfield fences at the Facilities;

14.2 Irrigation and Sprinkler System. Within budgetary restraints, City shall provide Commission with adequate irrigation water to facilitate proper maintenance of the baseball field and landscaping. City shall confer with Commission before altering the irrigating schedule for the Facilities. The City's obligation to provide irrigation water for the Facilities shall be limited by City's authority to take water from the South Umpqua River and the City's determination of how such water may be allocated to uses within Stewart Park. Upon City's request, the Commission shall pay City for the reasonable cost of providing irrigation water to the Facilities.

14.3 Parking Lots. The City shall sweep the improved parking lots within and around the Facilities on an as needed basis.

15. Donations. All donations for the Facilities and for any other improvements to the Facilities received by City shall be deposited in its Trust Account.

16. Earle B. Stewart Trust Income.

16.1 Income. Each year City receives from United States National Bank of Oregon, Trustee of the Earle B. Stewart Trust, an estimate of the Trust Income that will be available to City to budget and expend for Stewart Park improvements. Based upon that estimate, the City proposes to the Trustee the projects within Stewart Park to be constructed using the Trust Income. On the projects within Stewart Park to be constructed using the one-third of the Trust Income placed in the City's Trust Account as provided in paragraph 16.2 below, City will request Commission's recommendations before making a proposal to the Trustee. With the Trustee's approval, the City will appropriate the Trust Income, construct the approved projects and render such accounting to the Trustee as requested by the Trustee.

16.2 Allocation of Income. City and Commission shall adequately determine how the Trust Income will be used for improvements to Stewart Park and to the Facilities. The parties agree that one-third of the Trust Income will be used for projects within the Facilities and will be deposited in the City's Trust Account and be expended as provided in Section 16.3 of this Agreement. The remaining two-thirds of the Trust Income will be used within Stewart Park on projects designated by City. Nothing in the section requires the Trust Income to be spent in the year received except as may be required by the Earle B. Stewart Trust Agreement.

16.3 Approval of Expenditures. During the term of this Agreement and within the limits of funds available in the Commission's reserve accounts or City's Trust Account, the Commission shall periodically propose to City projects to be undertaken using such funds. The list shall identify the estimated cost of the project, describe its benefits and the priority for each project and the proposed time for the expenditure. After considering the Commission's list, City shall make the necessary appropriations from the Trust Account in compliance with the Oregon Local Budget Law and City's public contracting regulations.

16.4 Compliance with Trust. The parties agree that all Trust Income will be spent in compliance with the Trust requirements and that they will cooperate in providing the Trustee with any information requested by either of them or by the Trustee.

17. Commission Debt. Except as provided in this Agreement, City shall have no obligation to pay off any outstanding encumbrance or debts of the Commission.

18. **Access.** Nothing in this Agreement shall be interpreted to limit City's right to enter, inspect or perform work on all of the structures and grounds identified in this Agreement for any purpose. City shall not unreasonably impair the Commission's ability to perform this Agreement when acting under this Paragraph.

19. **Inspection of Books.** Subject to the limitations of the public records law, upon reasonable notice each party shall have the right to inspect and copy the records of the other as they relate to the performance of this Agreement.

20. **Termination of Agreement.**

20.1 **Termination for Default.** A default shall occur if the Commission fails to make any payment or to perform any obligation required of the Commission by this Agreement. If a default occurs, and if said default should continue without correction for ten days after the giving of a written notice by City to the Commission, City may elect to terminate this Agreement immediately and pursue any equitable or legal right and remedies under Oregon law, and/or remove all persons and property claiming permission to use the Facilities by permission of the Commission. If any of the Facilities are subject to an unpaid indebtedness to which City has consented, the party giving the termination notice shall satisfy such indebtedness before giving the termination notice or make arrangement with the creditor to release the Facility and other party from the indebtedness. By this Paragraph City has not agreed to make any payment on indebtedness incurred by the Commission.

20.2 **Other Termination.** Regardless of Paragraph 20.1, either party may terminate this Agreement:

20.2.1 Without cause upon 60 (sixty) days prior written notice to the other. Such notice may only be given during the period September 1 through December 31 of each year this Agreement is in effect;

20.2.2 Upon 60 days prior written notice to the other if the Facilities become subject to ad valorem taxes.

21. **Alterations and Improvements.** The Commission expressly represents that it has made a reasonable inspection of the Facilities and all fixtures therein and finds them reasonably safe for the purposes to which the Commission intends that they be put. The Commission acknowledges that the Facilities are made available to the Commission as is. Alterations or improvements to the Facilities desired by the Commission subsequent to the commencement of the term of this Agreement shall be at the sole cost and expense of the Commission unless otherwise agreed to by City. The Commission shall submit to City for its prior approval, plans and specifications for any alterations or improvements to the Facilities. City retains the right, in its sole discretion, to approve, modify, or reject any alterations or improvements for any reason whatsoever. All such alterations or improvements shall, unless otherwise mutually agreed in writing by the parties, be the property of City. The Commission shall repair any damage to the Facilities resulting from the removal of any such alterations or improvements and shall restore the Facilities to original condition, except for reasonable wear and tear and for damage caused by unavoidable casualty.

22. **Notice.** Any notice required to be given by one party to the other in this Agreement, or required by law, shall be in writing and may be delivered personally or by mail through the United

States mail, registered to the other party at the address below. Each party shall notify the other immediately of any change of address.

City of Roseburg
City Manager, Eric Swanson
900 SE Douglas Ave
Roseburg, OR 97470

Roseburg American Legion Baseball Commission
ATTN: Tom Donegan, President
PO Box 1294
Roseburg, OR 97470

23. **Scope of Agreement and Modifications.** There are no other understandings, promises or agreements, oral or in writing, other than those contained herein. No modification of this Agreement shall be valid unless in writing and signed by the parties.

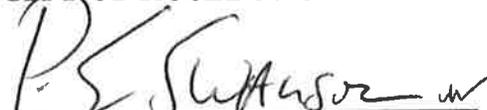
24. **Attorney Fees.** If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Agreement, performance of this Agreement or failure to perform this Agreement, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

25. **Assignment.** Except as herein provided, this Agreement may not be assigned, nor may a right of use of any portion of the Facilities be conferred on any person voluntarily or involuntarily by any other means without the prior written consent of City. This provision shall apply, without limitation, to all transfers by operation of law and all transfers to and by trustees, including trustees in bankruptcy, receivers, guardians and personal representatives of decedents' estates. An assignment, transfer or other matter or transaction in violation of this Paragraph shall be void and shall constitute a default by the Commission and a breach of this Agreement. Consent by City to one assignment or transfer shall not destroy or waive this provision; all later assignments or transfers shall likewise require City's prior written consent. Any third party user or assignee shall become liable directly to City for all obligations of the Commission hereunder, without relieving the Commission's liability therefore.

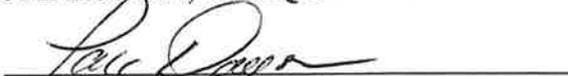
26. **Independent Contractor.** The Commission acknowledges that it is an independent contractor and shall not be deemed an agent or employee of City for any reason whatsoever in fulfilling the terms of this Agreement. The Commission shall enter into any contracts, agreements, or arrangements it deems necessary to fulfill the terms of this Agreement solely in its own name. The Commission shall not in any way attempt to obligate City as principal, debtor or guarantor in any such agreements nor represent City to be principal or employer of any agent or employee so contracted for by the Commission.

CITY OF ROSEBURG

**ROSEBURG AMERICAN LEGION BASEBALL
COMMISSION, UMPQUA POST #16**



P. Eric Swanson, City Manager
Date: 9-7-09



Tom Donegan, President
Date: 9-1-09

ATTEST:



Sheila R. Cox,
City Recorder

EXHIBIT "A"
STANDARD CITY CONTRACT PROVISIONS FOR
PROFESSIONAL/PERSONAL SERVICES

The following provisions, if applicable, are hereby included in and made a part of the attached contract for professional/personal services between the City of Roseburg and the Contractor named therein as provided for in the Roseburg Municipal Code, the Oregon Revised Statutes and Federal laws, rules, regulations and guidelines:

1. DISCRIMINATION IN SUBCONTRACTING PROHIBITED; REMEDIES - ORS 279A.110:

1.1 The Contractor may not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

1.2 By entering into the contract, the Contractor certifies it has not discriminated and will not discriminate, in violation of Subsection 1.1 against any minority, women or emerging small business enterprise in obtaining any required subcontract.

1.3 If the Contractor violates the nondiscrimination certification made under Subsection 1.2, the City may regard the violation as a breach of contract that permits the City to terminate the contract or exercise any remedies for breach permitted under the contract.

2. NONRESIDENT CONTRACTOR REPORT TO DEPARTMENT OF REVENUE - ORS 279A.120:

2.1 As used in this Section, "nonresident contractor" means a contractor that:

- (a)** Has not paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid or proposal for the contract;
- (b)** Does not have a business address in this state; and
- (c)** Stated in the bid or proposal for the contract that it was not a "resident bidder" under ORS 279A.120.

2.2 If the Contractor is a nonresident contractor and the public contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract and such other information as the Department may require before the Contractor may receive final payment on the contract. The City shall satisfy itself that the requirement of this Section has been complied with before it issues a final payment on the public contract.

3. **PREFERENCE FOR RECYCLED MATERIALS - ORS 279A.125:**

3.1 Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider of a quotation and subject to Section 3.2, when procuring goods for any public use, the City shall give preference to the procurement of goods manufactured from recycled materials.

3.2 The City shall give preference to goods that are considered to be made from recycled materials if:

- (a) The recycled product is available;
- (b) The recycled product meets applicable standards;
- (c) The recycled product can be substituted for a comparable nonrecycled product; and
- (d) The recycled product's cost does not exceed the cost of a comparable nonrecycled product by more than five percent, or a higher percentage if a written determination is made by the City.

4. **PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES - ORS 279B.220(1):** The Contractor shall:

4.1 Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the performance of the work provided for in the contract.

4.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

4.3 Not permit any lien or claim to be filed or prosecuted against the City or any subdivision, agency or employee thereof on account of any labor or material furnished.

4.4 Pay to the Department of Revenue, all sums withheld from employees pursuant to ORS 316.167.

5. **SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL - ORS 279B.225:** If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

6. **PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES - ORS 279B.230:**

6.1 Contractor shall promptly as due, make payment to any person, co-partnership association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

6.2 The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under the contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage that complies with ORS 656.126 for their workers. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

7. HOURS OF LABOR - ORS 279B.235: This Section does not apply to public contracts for goods or personal property.

7.1 No person shall be employed for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except for contracts for personal services, the employee shall be paid at least time and a half pay for:

(a) All overtime in excess of eight hours a day or forty hours in any one week, when the work week consists of five consecutive days, Monday through Friday; or

(b) All overtime in excess of ten hours a day or forty hours in any one week, when the work week is four consecutive days, Monday through Friday; and

(c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020, or all holidays specified in a collective bargaining agreement.

7.2 For personal services contracts, employees shall be paid at least time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

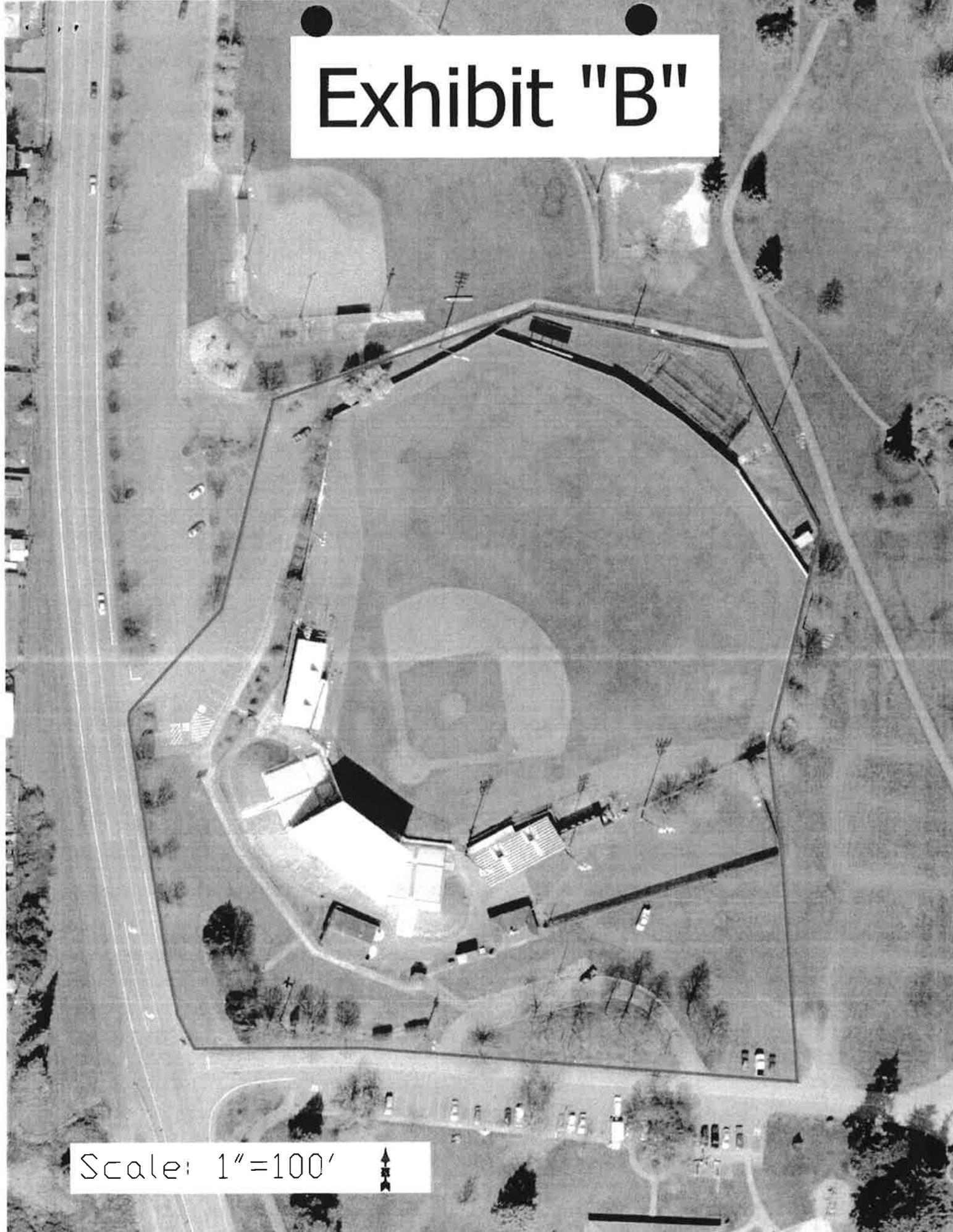
7.3 The Contractor must give notice to employees who perform work on this Contract, in writing, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, the

number of hours per day and days per week that the employees may be required to work.

8. **EXCLUSION OF RECYCLED OILS PROHIBITED - ORS 279B.240.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

9. **COMPLIANCE WITH LAWS:** Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in performance of this contract.

Exhibit "B"



Scale: 1"=100'



AMENDMENT TO LEGION FIELD MANAGEMENT AND OPERATION AGREEMENT

BETWEEN: City of Roseburg, an Oregon Municipal Corporation (CITY)
AND: Roseburg American Legion Baseball Commission (COMMISSION)
a Non-Profit Organization

EFFECTIVE DATE: June 1, 2014

RECITALS

A. WHEREAS, COMMISSION entered into a Legion Field Management and Operation Agreement (AGREEMENT) dated September 7, 2009 with the CITY to provide management and operation of the American Legion Baseball facility; and

B. WHEREAS, CITY and COMMISSION desire to extend this agreement in compliance with Roseburg Municipal Code Section 3.06.025;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. Paragraph 1.1 of the AGREEMENT shall be amended to provide for a termination date of June 1, 2019.

SECTION 2. The CITY and the COMMISSION hereby affirm that all other terms and conditions of the AGREEMENT shall remain in full force and effect as written.

CITY OF ROSEBURG

**ROSEBURG AMERICAN LEGION
BASEBALL COMMISSION,
UMPQUA POST #16**



C. Lance Colley, City Manager

Tom Donegan, President

Dated: 3/17/14

Dated: 3-14-14

ATTEST:


Sheila R. Cox, City Recorder

**SECOND AMENDMENT TO LEGION FIELD MANAGEMENT AND OPERATION
AGREEMENT**

BETWEEN: City of Roseburg, an Oregon Municipal Corporation (CITY)

AND: Roseburg American Legion Baseball Commission
a Non-Profit Organization (COMMISSION)

EFFECTIVE DATE: June 1, 2017

RECITALS

A. WHEREAS, COMMISSION entered into a Legion Field Management and Operation Agreement (AGREEMENT) dated September 7, 2009 with the CITY to provide management and operation of the American Legion Baseball facility; and

B. WHEREAS, CITY and COMMISSION desire to extend this agreement in compliance with Roseburg Municipal Code Section 3.06.025;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. Paragraph 1.1 of the AGREEMENT shall be amended to provide for a termination date of June 1, 2022.

SECTION 2. Paragraph 1.2 of the AGREEMENT shall be replaced with the following:

1.2 Renewal Options. If not in default of this Agreement, the Commission shall have the option of renewing this Agreement for an additional five year period after the expiration of the initial term (the First Renewal Term). The Commission shall also have options to renew this Agreement for additional five year periods after the expiration of the First Renewal Term or renewals thereof, provided it is not in default of this Agreement, up to a total maximum term of 20 (twenty) years.

SECTION 3. Paragraph 9.1 of the AGREEMENT shall be amended to provide a broad commercial general liability insurance policy with coverage of not less than \$2 million combined single limit per occurrence, with an aggregate of \$4 million, for bodily injury, personal injury or property damage.

SECTION 4. The CITY and the COMMISSION hereby affirm that all other terms and conditions of the AGREEMENT shall remain in full force and effect as written.

RESOLUTION NO. 2010 - 16

**A RESOLUTION ENACTING THE CITY OF ROSEBURG PARK MEMORIAL AND NAMING
POLICY**

WHEREAS, the City of Roseburg periodically receives requests for installation of memorials within parks; and

WHEREAS, the City of Roseburg periodically receives requests to name and/or rename existing City parks or specific sections therein; and

WHEREAS, the City of Roseburg Parks & Recreation Commission developed a policy outlining requirements for installing memorials and/or naming or renaming City parks or sections therein; and

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Roseburg, Oregon, that the "City of Roseburg Park Memorial and Naming Policy" attached hereto as "Exhibit A" is hereby adopted and is effective immediately upon adoption.

**APPROVED BY THE COUNCIL OF THE CITY OF ROSEBURG, OREGON, AT ITS
REGULAR MEETING ON THE 22ND DAY OF NOVEMBER 2010.**



Debi Davidson, Acting City Recorder

Exhibit "A"
City of Roseburg Park Memorial & Naming Policy

Definitions

- 1) "City Property" means a parcel of land or improvement owned and / or controlled by the City of Roseburg.
- 2) "Park" means a parcel of land owned and/or controlled by the City of Roseburg for park and recreation purposes, or as an area of City beautification.
- 3) "Facility" means a building or structure located on a City property, including but not limited to libraries, office buildings, utility buildings, recreation centers, community centers, plazas, pathways, sports fields or structures used for specific sports such as tennis courts, basketball courts and skateparks.
- 4) "Amenity" means a smaller support structure located within a larger City park facility, such as benches, picnic tables, conference rooms, playgrounds, drinking fountains, decorative or water play fountains, gardens, gazebos or vegetation.
- 5) "Memorial" means a facility or amenity placed within a City park facility or on City park property in remembrance of a particular person or event. For the purposes of this policy, "memorials" also include features designated for purposes such as celebrations, or other special recognition. Memorials are divided into two categories:
 - a. "Minor Memorial" means an amenity or facility proposed for use as a memorial with a value of less than \$5,000.
 - b. "Major Memorial" means an amenity or facility proposed for use as a memorial with a value of more than \$5,000.

The value of a memorial will be determined based on the costs attributable to the project.

- 6) "Resident" means a person residing or owning land within the Roseburg city limits, or a business located within the Roseburg city limits.
- 7) "Plaque" means a marker used to identify an amenity or facility as a memorial.

Process; Exemption

- 1) All requests to place memorials on City property shall be submitted in writing to the Public Works Director. Major memorial requests may be made no sooner than two years after an event, activity or occurrence that has generated the desire to create a memorial.

2) Requests shall be evaluated as follows:

- a. Minor Memorials. The Public Works Director shall decide whether to approve or deny any minor memorial request in consultation with other City staff or individuals, as necessary.
- b. Major Memorials. Staff shall make a recommendation to the City of Roseburg Parks Commission, who shall review all major memorial requests. The Parks Commission will forward a recommendation to the City Council for approval, or issue a denial, which can be appealed to the City Manager.

3) The criteria to be used to evaluate a minor or major memorial request shall include, but not be limited to, the following:

- a. Whether the request for memorial includes the direct cost of the amenity or facility including design, purchase of the amenity or facility, installation, and whether any special maintenance requirements are being borne by the requesting party. Staff time to coordinate the memorial and minor levels of effort to assist with design and installation may be borne by the City.
- b. Whether the memorial will interfere with the existing or planned design, function or intended user experience of the area in which it is to be located.
- c. Whether the placement of the memorial will create a condition in which a significant number of amenities or facilities within a City facility or park are used for memorial purposes. The intent is to assure that placement of memorials will not detract from the overall design, intended experience, vision or appeal of any park facility or property.
- d. Whether the placement of the memorial is proposed to replace a facility or amenity currently serving as a memorial for another purpose. Only under extremely rare and unusual circumstances shall existing memorials be replaced by another memorial.
- e. Whether the design of the memorial makes use of equipment, structures, vegetation, or features that are of similar quality and design to existing or planned standards for amenities or facilities within the City.
- f. Whether any identifying plaque associated with the memorial is constructed of heavy duty, high quality material, and no more than 5"x7" in size.
- g. Whether the placement of the memorial will create an increased maintenance or long-term replacement burden.
- h. Whether the installation or construction of the memorial will be completed or overseen by trained individuals in consultation with City staff, in accordance with all applicable master plans, codes, rules and regulations at the local, state and federal level.
- i. Whether the requesting party agrees and understands that all memorials become the property of the City, and the City shall not be required to replace any memorial or portion of a memorial that is vandalized, damaged or stolen. The requesting party must also agree that the memorial may be removed, at the City's sole discretion, if the Public Works Director finds the removal to be in the public's best interest.

Naming of City Park Properties, Amenities or Facilities

- 1) Consideration of the following in naming City park properties, amenities or facilities is strongly encouraged:
 - a. Historical significance;
 - b. Geographical identifiers; and
 - c. Natural characteristics, including flora and fauna that are characteristic of the Roseburg area.
- 2) All requests to name or re-name a City park property, amenity or facility shall be made in writing to the Public Works Director. Such requests may be made no sooner than two years after an event, activity or occurrence that has generated the desire to name a City property, park, amenity or facility.
- 3) Requests to name or re-name a City park property, amenity or facility shall be evaluated by the Parks Commission along with a staff recommendation. The Parks Commission shall make a recommendation to the City Council for approval of the name. A denial by the Parks Commission may be appealed to the City Manager.
- 4) Generally, the naming of a City park property, amenity or facility shall occur before or during development, and be the product of a public participation process.
- 5) For purposes of evaluation and recommendation, the naming of a City park property, amenity or facility shall be divided into two categories:
 - a. Service and Non-monetary Contribution. A City park property, amenity or facility may be named to honor a person, living or deceased, in recognition of that person's extraordinary volunteerism, employment, leadership or similar service or non-monetary contributions to the mission and purpose of parks and recreation in the City of Roseburg. The applicant should submit a letter providing a summary and examples of the significant contributions to the mission and purpose of parks and recreation in Roseburg, with supporting documentation such as newspaper clippings, letters of support, or other relevant information.
 - b. Financial Contributions. The Parks Commission may consider naming a City park property, amenity or facility for a resident, organization or a business that has given or offered to give an appropriate and significant financial contribution to acquire, construct or otherwise enhance a park and recreation facility. A significant contribution means a donation of at least 51% (or \$300,000, whichever is greater) of the cost of the acquisition, construction or improvement of the City property, park, amenity or facility requested for naming. The Parks Commission may consider a time limitation on naming of a park property, amenity or facility by a business.
- 6) Renaming of City Park Properties, Facilities or Amenities. The City of Roseburg intends that the name on a facility be the permanent designation. Only under extreme or extraordinary circumstances shall facilities be renamed, unless the duration of naming was identified by prior agreement.

- 7) An application to rename a facility shall comply with and be evaluated in accordance with the procedures set out in the previous 'Process; Exemption' section.

Deviations from Policy

The Public Works Director may allow minor deviations from this policy if he/she finds that such deviation will further the goals and intent of this policy and will help further the mission of parks and recreation in the Roseburg community.

RESOLUTION NO. 2013-16

A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 2011-1 REGARDING THE CITY OF ROSEBURG PARK POLICY FOR SIGNAGE/BANNERS AT YOUTH SPORTS FIELDS

WHEREAS, A policy for signage/banners at softball and baseball fields within the City of Roseburg's park system was approved by the City Council through the adoption of Resolution 2011-1 on February 15, 2011; and

WHEREAS, it has been determined to be most advantageous to incorporate soccer fields into the policy; and

WHEREAS, the City of Roseburg periodically receives requests for installation of signage and/or banners at park softball, baseball, and soccer fields; and

WHEREAS, the City of Roseburg supports youth recreation organizations in their effort to provide affordable access to all; and

WHEREAS, the City of Roseburg Parks & Recreation Commission developed a policy outlining requirements for permitting signage / banners at softball, baseball, and soccer fields in City parks or sections therein; and

NOW THEREFORE, IT IS HEREBY RESOLVED, by the Roseburg City Council as follows:

Section 1: Resolution No. 2011-1 as adopted on February 15, 2011, is hereby repealed.

Section 2: The City of Roseburg Park Policy for Signage / Banners at Youth Sports Fields, attached hereto as Exhibit "A", is hereby adopted and is effective immediately upon adoption.

**APPROVED BY THE COUNCIL OF THE CITY OF ROSEBURG, OREGON, AT ITS
REGULAR MEETING ON THE 28TH DAY OF OCTOBER 2013.**


Sheila R. Cox, City Recorder



**CITY OF ROSEBURG
PARKS AND RECREATION**



POLICY FOR SIGNAGE / BANNERS AT YOUTH SPORTS FIELDS

1. **Applicability.** Only organized youth sports programs may apply for a permit to install banners at the facility for which they have a use permit issued by the City. This policy does not apply to the American Legion facility in Stewart Park.
2. **Permit Required.** Banners may be placed on public youth baseball fields, softball fields, and soccer fields after obtaining the necessary permit from the Parks & Recreation Division.
3. **Advertising Revenue.** The Permittee shall pay 25% of advertising profit received to City, and retain 75% for their organization's youth program. Organizations shall prepare an accounting of all advertising revenue and expenses, and submit the accounting report and funds owed to the City within five days of the completion of their permitted season or event.
4. **Standards.** Banners displayed in public parks should not be located where they could potentially create a negative visual impact. They should neither distract nor interfere with the overall park experience for the general public. Banners must be confined and oriented to the area of use by the organization (Permittee). Banners are not allowed to be displayed at school fields. Additional requirements include:
 - a. **Acceptable Banner Location:**

Softball/Baseball Fields: Banners shall only be displayed on outfield fences and shall only face the field's interior.

Soccer Fields: Banners shall only be displayed on sides of the soccer goals and shall only face the park's interior. Banners shall not be allowed on fields that are used for high school games.
 - b. **Banner Composition:** Banner copy and/or logos shall be limited to one side of the banner. Messages and graphics must be professional. No inappropriate language or messages may be displayed.
 - c. **Maximum Size:**

Softball/Baseball Fields: Individual banners shall not exceed 30 square feet in size; and banners shall not reach above or below the outfield fence.

Soccer Fields: Individual banners shall not exceed 20 square feet in size; and banners shall not reach above or below the soccer goals.

- d. **Maintenance Required:** The Permittee shall maintain all banners in good condition, and shall remove or replace any banner that is torn, faded, dirty or defaced, including by graffiti.
- e. **Installation Period:** Banners may be displayed only during the approved dates of use indicated on the field use permit.
- f. **Installation:** The banner's surface must be tautly and securely fastened to the outfield fence and/or the soccer goals by a minimum of four contact points with zip ties.
- g. **Banner Removal:** Permittee shall remove all banners by the final day of the field use permit. All banners that are not removed by Permittee by the required removal date shall constitute a public nuisance subject to removal by the City per Municipal Code 7.06.070.
- h. **Damages:** Damage to public property, fences, etc., caused by banner installation, display or removal is the sole responsibility of the Permittee. Any and all damage resulting from banner placement or removal shall be repaired immediately by Permittee. If damage is not repaired by Permittee, City may make repairs and bill Permittee per Roseburg Municipal Code.

The City of Roseburg reserves the right to make additional stipulations (not mentioned in the sign/banner policy), if in the best interest of the City.