

**AGENDA SEASIDE CITY COUNCIL MEETING  
JULY 9, 2012 7:00 PM**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. INTRODUCTION – SEASIDE FIRE CHIEF, JOEY DANIELS
6. COMMENTS – PUBLIC
7. DECLARATION OF POTENTIAL CONFLICT OF INTEREST
8. CONSENT AGENDA
  - a) PAYMENT OF THE BILLS – \$639,944.90
  - b) APPROVAL OF MINUTES – JUNE 25, 2012 REGULAR MINUTES
  - c) RESOLUTION #3776 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AUTHORIZING INTERFUND BORROWING
9. UNFINISHED BUSINESS:
  - a) VACANCY – CITY TREE BOARD
10. NEW BUSINESS:
  - a) INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SEASIDE, SEASIDE SCHOOL DISTRICT #10, AND SUNSET EMPIRE PARK & RECREATION DISTRICT
11. COMMENTS FROM THE COUNCIL
12. COMMENTS FROM THE CITY STAFF
13. ADJOURNMENT

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All meetings other than executive sessions are open to the public. When appropriate, any public member desiring to address the Council may be recognized by the presiding officer. Remarks are limited to the question under discussion except during public comment. This meeting is handicapped accessible. Please let us know at 503-738-5511 if you will need any special accommodation to participate in this meeting.

- CALL TO ORDER** The Regular meeting of the Seaside City Council was called to order at 7:00 PM by Mayor Don Larson.
- Present: Mayor Don Larson, Council President Don Johnson, Councilors Dana Phillips, Jay Barber, Tita Montero, Tim Tolan and Stubby Lyons.
- Absent: None
- Also Present: Mark Winstanley, City Manager; Dan Van Thiel, City Attorney; Neal Wallace, Public Works Director; Bob Gross, Seaside Police Chief; Dale Kamrath, Seaside Fire Chief; Nancy McCarthy, Daily Astorian; and Jeremy Ruark, Seaside Signal.
- AGENDA** Motion to approve the June 25, 2012 agenda; carried unanimously. (Lyons/Johnson)
- RECOGNITION – STUDENT COUNCIL REPRESENTATIVE** Mayor Larson stated Adrian Velazquez the Student Council Representative was not able to attend the Council meeting and Councilor Lyons would deliver the certificate to Mr. Velazquez.
- COMMENTS – PUBLIC** John Dunzer, 2964 Keepsake Drive, Seaside, stated recently he had concerns with the budget containing references to economic development contributions by the City of Seaside. Mr. Dunzer further stated people might have gotten the wrong idea because he was very much in favor of very high contributions to economic development. Mr. Dunzer further stated he would like to see over \$200,000.00 put into economic development in the County. That was the exact amount of money that the County received from the State Lottery funds and last week it was clarified by a County Commissioner that the dollars could only be used for economic development. The money was being used to fund the people that work at the County Planning Department and all the public money should be used for economic development. Mr. Dunzer was in favor of Clatsop Economic Development Resources (CEDR) receiving all of the \$200,000.00 and yet Seaside was giving CEDR money and there should not be money given since the County already received the money to fund CEDR.
- Mark Ward, 840 7<sup>th</sup> Avenue, Seaside, stated he had been a Marine Turtle Investigator for the interior ministry of Costa Rica for thirteen years and was also a Marine Plastic's Researcher. There was a very important paper written last year on Marine Plastic's and federal funding was very important and was needed. There had been approximately 25,000 polystyrene items per mile found on the beaches at this time and this was a severe issue and miscalculated. The National Oceanic and Atmospheric Administration (NOAA) were way off with their calculation and did not think there would be heavy land fall for six more months. Mr. Ward further stated there was an underestimation of the cost of man power associated with the clean up and there was not much time to catch up and get back on track. There were immediate federal resources needed because this was way beyond the community level and this was only the beginning and would go on for two years at least. Mr. Ward suggested the County take the inmates that were cleaning the streets and put them on the beaches to help with the clean up there instead. Mr. Ward further stated there would be a report written up with the data collected and it would be available if Council or the public wanted to discuss the issue further.
- Mayor Larson stated Senator Betsy Johnson and Representative Suzanne Bonamici were both very active in trying to find a solution and were working with the State Agencies at this time. There was a meeting June 15, 2012, in Cannon Beach to discuss what needed to be done.
- Councilor Montero stated the report should be sent to Senator Johnson and Representative Bonamici.
- Gini Dideum, 1941 Beach Drive, Seaside, stated there was a final meeting with the 4<sup>th</sup> of July Committee and everyone was invited to the activities that were scheduled. On July 3, 2012, there would be a free concert at Broadway Park put on by the Crusaders and a donation would be taken at that time. There was also the 4<sup>th</sup> of July Parade at 11:00 am and the Ice Cream Social at the Seaside Museum would start at 10:00 am. On July 5, 2012, from 8:00 am to 11:00 am there would be an organized beach clean up.
- Mayor Larson asked if there were bags picked up from SOLV.
- Ms. Dideum stated there were 750 to 800 bags that would be distributed to people in the City to help keep the trash picked up.

Dale McDowell, 3760 Sunset Blvd., Seaside, stated he was concerned with tourist coming to Seaside and all the discussions with the beach clean up. The more this was discussed and the drama took hold then the tourist would not want to visit because the beaches were filthy. Mr. McDowell further stated he was aware of debris on the beach and had seen the debris but if the City were to panic the tourist would not want to visit the City.

**CONFLICT**

Mayor Larson asked whether any Councilor wished to declare a conflict of interest.

No one declared a conflict of interest.

**CONSENT AGENDA**

Motion to approve payment of the bills in the amount of \$173,441.92; June 11, 2012, regular minutes; Resolution #3773 – A Resolution of the City of Seaside Adopting and Appropriating a Budget Adjustment to the 2011-2012 City of Seaside Budget; and Resolution #3774 – A Resolution of the City of Seaside, Oregon, Authorizing Interfund Borrowing; carried unanimously. (Lyons/Montero)

**ORDINANCE #2012-05**

AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 31 OF THE SEASIDE CODE OF ORDINANCES REGARDING THE TRANSPORTATION ADVISORY COMMISSION

Mayor Larson stated the ordinance changed the Transportation Advisory Commission from seven members to five members.

Mayor Larson asked for public comments, there were no public comments.

Mayor Larson asked for Council comments, there were no Council comments.

Motion to place Ordinance 2012-05 on its third reading by title only; carried unanimously. (Tolan/Montero)

Motion to adopt Ordinance 2012-05; carried with the following roll call vote: (Barber/Phillips)

YEAS: BARBER, TOLAN, LARSON, PHILLIPS, LYONS, JOHNSON, MONTERO  
NAYS: NONE  
ABSENT: NONE  
ABSTAIN: NONE

**ORDINANCE #2012-06**

AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 34 OF THE SEASIDE CODE OF ORDINANCES REGARDING POLICIES, PROCEDURES, AND FEES FOR THE COMMUNITY CENTER BUILDING

Mayor Larson stated this was a fee adjustment for the Bob Chisholm Community Center.

Mayor Larson asked for public comments, there were no public comments.

Mayor Larson asked for Council comments, there were no Council comments.

Motion to place Ordinance 2012-06 on its third reading by title only; carried unanimously. (Barber/Lyons)

Motion to adopt Ordinance 2012-06; carried with the following roll call vote: (Montero/Lyons)

YEAS: BARBER, TOLAN, LARSON, PHILLIPS, LYONS, JOHNSON, MONTERO  
NAYS: NONE  
ABSENT: NONE  
ABSTAIN: NONE

**VACANCY –  
CITY TREE BOARD**

Mayor Larson stated there was one vacancy on the City Tree Board. Mayor Larson asked the press to advertise the vacancy for the City Tree Board.

**LIQUOR LICENSE  
APPLICATION**

Council considered an application for a liquor license for Wine and Beer Haus, 1111 N. Roosevelt Drive, Suite 350. The applicant was applying for a Limited On-Premises Sales license and an Off-Premises Sales license. The applicant currently has a Limited On-Premises Sales license and an Off-Premises Sales license and had changed locations at the Outlet Mall.

Mayor Larson asked where the Wine Haus was relocating too.

Jeff Kilday stated the Wine Haus was moving to the building where Harry and David were located at the Seaside Outlet Mall.

Motion to approve a Limited On-Premises Sales license and Off-Premises Sales license for Wine and Beer Haus, 1111 N. Roosevelt Drive, Suite 350; carried unanimously. (Phillips/Tolan)

**RESOLUTION #3772**

A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ADOPTING AND APPROPRIATING SUPPLEMENTAL BUDGETS OF LESS THAN 10 PERCENT TO THE 2011-2012 CITY OF SEASIDE BUDGET

Mr. Winstanley stated the resolution adopted and appropriated supplemental budgets of less than 10 percent to the 2011-2012 City of Seaside Budget. This was the last Council meeting before the new fiscal year and the resolution would make adjustments to the current year's budget to make sure everything was in line. There were four funds that were being adjusted and this was a housekeeping issue.

Mayor Larson asked for public comments, there were no public comments.

Mayor Larson asked for Council comments, there were no Council comments.

Motion to read Resolution #3772 by title only; carried unanimously. (Lyons/Tolan)

Motion to adopt Resolution #3772; carried unanimously. (Johnson/Montero)

**RESOLUTION #3775**

A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ADJUSTING THE SOLID WASTE COLLECTION RATES

Mayor Larson stated the resolution would adjust the solid waste collection rates which were for garbage.

Mayor Larson asked for public comments and there were no public comments.

Mayor Larson asked for Council comments.

Councilor Montero asked if they could refresh Council on the rates.

Mr. Winstanley stated Western Oregon Waste (WOW) had made a request of the Council that garbage rates be increased by 11.29%. There had been a great deal of conversation among the Council and Council held a workshop with WOW to speak to them about the justifications for an 11.29% increase. One item from a staff stand point was that the Council expressed significant concerns about the type of garbage can that was used and the lid of the can. Mr. Winstanley further stated he would let Laura Leebrick from WOW explain further.

Laura Leebrick, Western Oregon Waste, stated there was a workshop that Council and WOW conducted and there were a couple of Councilors that were unable to attend the workshop and if there were any questions about the rate review or other issues she would be happy to explain. The carts for garbage and recycling were lighter weight and the lids flew open fairly easily. With the lighter weight especially the recycling carts the stuff inside would tip over and the recycling would scatter everywhere. Ms. Leebrick further stated WOW was working on a number of different approaches to mitigate that problem. Modifications to the carts and looking at new kinds of carts that were manufactured with hopefully some balance in mind and would hold up to the strain of being squeezed and dumped by the automated arms on the trucks and a better design to hopefully stay upright in higher winds. There was not a perfect cart with the weather that Seaside received during the winter and there were two different designs for improving the latches to keep the lids down. Ms. Leebrick further stated she would love the opportunity to come back to update Council with the options that WOW was looking at a workshop preferably before fall.

Councilor Lyons asked if a garbage can could be brought to the workshop.

Ms. Leebrick stated she could bring one of the carts. There were a number of things that needed to be found in a cart. A cart needed to be balanced, durable, and would not crush when emptied into a truck. If the carts were crushed then there would be replacement cost. The carts would also need to contain waste and stay upright in high winds.

Mayor Larson stated if the residents and businesses in Seaside received new carts then residents and businesses would have to pay for those through a rate increase.

Ms. Leebrick stated that was correct and WOW was reviewing the cost to replace all those cans. There were other haulers along the coast in Oregon that WOW spoke to and found out they were having the same problems with different carts being used. Ms. Leebrick did not want to see half a million dollars spent on a heavier construction cart and have the same problems as before. There were a number of angles being looked at and the carts needed to be designed the right way so the lids could have closures added to keep them closed.

Councilor Montero asked how long it would take to change carts that would work better because when the change was made before it was over a two year period.

Ms. Leebrick stated WOW switched over from the old dark green carts which were heavy and the front cracked pretty easily. Those carts were being replaced regularly.

At this present time there were primarily the newer style of gray carts being used and the transition took place over a three year period. WOW did not want to drive cost up again so the carts were replaced on an as needed basis and when new accounts were started or switched over the new style of carts were being put out on the route which was the most cost effective way of doing a switch over.

Councilor Montero stated in the mean time there was still a problem with the lids and people at this point could get a wind lock for the carts but would have to pay for the lock. Would it be possible for WOW to publish the instructions and what was needed so people could add their own wind lock to the cart at a lower price?

Ms. Leebrick stated WOW was planning to be in the 4<sup>th</sup> of July parade and was considering handing out wind latches instead of candy with assembly instructions. All of these suggestions were good ideas and would be taken into consideration. There would be some hard data and pictures of designs to present at the workshop in the future.

Councilor Barber stated the rate that was over 11% which was startling for Council and when the cost were recognized at the workshop that was very helpful. Councilor Barber further stated what would be more helpful rather than a percentage was for Council to discuss what the cost for each residential user would be. The 32 gallon weekly curbside was \$1.56 more each month and the 90 gallon was \$2.61 each month.

Ms. Leebrick stated that was correct and at the workshop there was information presented that showed where the most commonly subscribed to services were because 11.29% applied to the most commonly subscribed to rates. The residential rates were listed and also the commercial rates.

Councilor Montero stated the thing that disturbed her about the rate increase was that part of the reason behind it was that the City of Seaside had become so successful in recycling and were doing what was asked and the rates were being increased because garbage service went down.

Ms. Leebrick stated certainly the migration over to recycling was one of the impacts but WOW also took a look at the data which showed that there was migration in service levels and people were scaling back to the minimum vessel size but were still creating the same amount of garbage which meant a lot of people were packing more garbage into a smaller container. There was a lower rate paid for the container but the cost, the expense was for the disposal of the garbage. Ms. Leebrick further stated there were many things going on that WOW attributed to the economy. Recycling was the right thing to do and also WOW tried to make it as easy as possible so that more people would recycle. The revenue was tied to garbage production and not recycling production and that diminished the revenue brought in.

Councilor Montero stated she would predict that more people would have the incentive now to move to less frequent service if they were looking at saving money over this 11% increase. What was the increase in the amount of money WOW would receive based on the rate increases?

Ms. Leebrick asked Dave Larmouth who was the rate analyst from WOW if he had done any estimation on further migration. Was there any way to predict that change?

Dave Larmouth stated it was fair to say that Councilor Montero was on track because there were some deficiencies realized. The percentage of people who moved from weekly service seemed to be the largest difference to WOW and the change in container size does not save on route time.

Councilor Montero stated she did not want to see another 11% increase request next year.

Ms. Leebrick stated she appreciated that concern and what Mr. Larmouth explained was like a plateau effect. If people chose to have the less expensive service or were truly generating less garbage then their service level on garbage service could be decreased with the increase in their recycling. That could affect the rates and lower operational cost and the choices that people made were the determining factors.

Mayor Larson stated he had a difficult time understanding because WOW's average over ten years had been a rate increase of \$3.61 without any new equipment and then the City received the new equipment and the additional items and the average then increased to \$4.60.

Ms. Leebrick stated it was not a dollar amount but was a percentage.

Mayor Larson stated 4.6% had been what the City had paid every year and without new services it was 3.61%. When looking at the chart and realizing WOW had been bought out by another organization made Mayor Larson wonder how much was in this fee. Mayor Larson stated an 11.29% increase was absolutely wrong. The Clatsop County Housing Authority had asked Council to not charge them for the additional rate increase because they had fifty-one affordable housing units and could not afford the increase. Mayor Larson further stated he did not understand how the increases could go from 1%, to 2.5%, to 5.6%, to 3.2%, to 4.78%, to 3.9%, to 3.54% to 3.95% to 3.16% and now the rate increase was 11.29%. Mayor Larson further stated this was not right and the City was caught because there was a franchise that Council had worked out with WOW and then suddenly WOW was bought by another organization and now wanted to buy new cans and charge the City for the cans which did not work in his book. Mayor Larson further stated he was totally against the resolution and the rate increase and would like to give WOW the minimum but could not agree to the 11.29%.

Ms. Leebrick stated she appreciated Mayor Larson's concerns and would go back to the starting point and look at the averages. The point in looking at the averages was to compare it to the consumer price index which increased over the same period of time. There were some increases on the chart and a year by year break down was given and in the notes column there was information given on what the source of the increase was and in many of those years it was just a CPI increase. There were mainly CPI increases and sometimes an operational adjustment which was what WOW was asking for this year according to what the franchise agreement stated. Ms. Leebrick further stated she would not argue any of the points made because these were tough times and WOW was feeling it as much as anyone else and 11.29% was a big hit. Ms. Leebrick encouraged Council to look back at the history and see that WOW had done a fairly good job of cost containment and asking for just CPI adjustments in half of those years.

Mayor Larson asked if the employees shared medical insurance cost.

Ms. Leebrick stated the employees did share medical insurance cost and that was one of the changes made in the last four years and WOW had steadily increased the amount the employee's were responsible for paying.

Mayor Larson asked what percentage the employees paid right now for medical insurance.

Ms. Leebrick stated she was not sure what the percentage was that the company paid and the employee paid.

Councilor Johnson stated their pay was under contract.

Mayor Larson stated he would still like to know what the percentage was.

Ms. Leebrick stated there were comments made about WOW tightening their belts and when in 2008 it was first very clear the economy was not good WOW presented Council with immediate cuts that were made and part of that was increasing the employee paid portion of health care cost and the profit sharing contribution was also eliminated from their 401K plans and still had not been reinstated. There were other cuts like not paying a Cost of Living (COL) adjustment and the manager and employee performance bonus plan that was in place for many years was terminated. Hiring an Operations Manager was deferred at the coast and WOW had been using existing management to oversee operations and deferred hiring a Safety Manager and was instead utilizing a Regional Safety Manager Interim. There was a long list of cuts that had been made and Ms. Leebrick further stated WOW understood and were feeling it also. Ms. Leebrick further stated there were forty employees that worked in the area and were raising families and the services that WOW provided was very meaningful to them and WOW wanted to work with the community to ride out the tuff times.

Councilor Phillips stated what frustrated her was the comment in the workshop about closing down the recycling depot in Seaside and had looked at that comment as a threat and did not appreciate it. Councilor Phillips further stated the major problem at this time was that Council was doing WOW's public relations work and there was not much communication to the public that there were a vast range of different rates they could go after and different ways of doing things. That was not Council's job but was WOW's job.

Ms. Leebrick stated she appreciated those comments and had spent quite a bit of time working up customer information that was sent out. The customer information talked about things like how to scale down the size of a container, how to maximize the services for the price. There absolutely could be more done to make sure that information was sent out to the customers and she would be happy to speak to any customers that had questions.

Councilor Tolan stated a couple of years ago the recycling carts were available to the community and that has been a wonderful program and he fully supported that program. Councilor Tolan further stated when Council had the workshop he had asked Joe Cooke if there was money in recycling and Mr. Cook there really was not. Councilor Tolan asked Ms. Leebrick for an explanation.

Ms. Leebrick stated from a recycling collections standpoint it cost the same amount of money to send a truck out on route and the trucks for recycling were the same identical trucks used for garbage. That was actually an efficiency choice for WOW to use the same receptacle and the same truck which required inventory for one type of truck instead of several different trucks but the cost was the same to maintain the trucks and to pay the drivers and run the routes. Years ago the recycling had to be hauled to a public facility where they paid you coins for the metal that was brought in. Because the demand started in the 80's and recycling markets hit their peak in 2007 and money was paid for recyclables and those markets had changed dramatically over the last four years and some had recovered and there was some materials that had value at this point. Ms. Leebrick further stated the way it all worked from the stand point of the rate payer was that there were fixed cost for recyclables and the cost savings was in the avoided disposal or in some cases avoided transportation cost. No matter what the material, WOW had to truck the materials one hundred twenty-five mile one way to get anything anywhere because there were not processing recycling facilities at the coast and there were not landfills at the coast. The materials taken to the landfill had to be paid for and there were lower fees paid to process recyclables then garbage and there was an absolute advantage to collecting recycling.

Councilor Lyons stated WOW had done a great job getting the trucks cleaned up which was a big plus. Councilor Lyons further stated he took great pride in keeping the carts clean and also took great pride in recycling. Councilor Lyons further stated anytime an 11.29% rate increase was asked for that was when education needed to take over and a room at the Convention Center rented to conduct a meeting to educate the public and help them understand what their options were.

Ms. Leebrick stated she appreciated the suggestion of an Open House for the public.

Councilor Johnson stated he had no problem with WOW's service or with the staff and have had a great rapport with Debbie Hamel. The 11.29% did not include new carts and that was something that was being looked at in the future.

Ms. Leebrick stated that was correct.

Councilor Johnson stated if the resolution was approved he did not want WOW to say the Seaside City Council granted the rate so that WOW did not have to take the blame for the increase and he would hate for that to happen to Council.

Ms. Leebrick stated WOW did not discard that information in those terms.

Councilor Johnson stated that was sometimes how things were perceived in a small community. Councilor Johnson stated the only problem with the rate increase was how high the increase was and he understood there was cost.

Councilor Barber stated he had been trying to put in his mind the whole idea of how the franchise agreement worked and did not understand how the franchise allowed WOW to have a certain margin in terms of the operations and in 2009, 2010, and 2011 there was a projection of a high of a little over 9% and down to a low of 8.2% but in each of those years you missed that significantly because of the economy and the levels of usage especially with fuel costing 38% more this year then last year.

Ms. Leebrick stated fuel was what made WOW operate.

Councilor Barber stated he did not like the idea of approving an 11.29% increase but it was the reality that everyone was living with. Councilor Barber was hoping this would provide a margin that would keep WOW operating at a profitable level so that WOW would not need to come back to Council next year for another increase. Councilor Barber stated the City also received some of those funds as part of the franchise agreement.

Councilor Montero stated she had a question about Recology purchasing WOW and Recology was an employee owned company. Councilor Montero asked if that meant WOW employees basically owned WOW also.

Ms. Leebrick stated that was correct and on October 1, 2011, all WOW employees received a letter from Recology saying that WOW had been accepted into the employee owned program and that was approximately one year ahead of schedule and the employees were very pleased.

Councilor Montero asked if Recology kept the different entities in the different cities separate or was there commingling where one location was being subsidized.

Ms. Leebrick stated everything was the same as when it was done by WOW and there was no cross subsidy.

Mayor Larson stated the goal ratio was 88%-92% was that correct.

Ms. Leebrick stated that was the stated allowable range.

Mayor Larson asked if the 11.29% increase was the 92% goal ratio.

Ms. Leebrick stated that was set to a 90% goal ratio which was in the middle.

Motion to read Resolution #3775 by title only; carried with Larson opposed. (Tolan/Lyons)

Motion to adopt Resolution #3775; carried with Larson opposed. (Tolan/Lyons)

#### COMMENTS - COUNCIL

Councilor Phillips invited Council and the public to attend the Miss Scholarship Program which was Wednesday through Saturday night July 27-30, 2012, There were forty-five contestants competing for the title of Miss Oregon and Miss Oregon Outstanding Teen and there would be just under \$60,000.00 worth of scholarships, over \$200,000.00 of in-kind scholarships, and there was \$1,300,000.00 being brought into the community with the approximate six hundred visitors staying in motels and eating at the restaurants. Councilor Phillips asked to please continue supporting the Miss Oregon Program.

Councilor Tolan stated approximately ten years ago Mayor Larson suggested Council experience a ride along with a police officers. Since Councilor Tolan's son-in-law Jason Schermerhorn's was leaving the Seaside Police Department he decided to go on a ride along with Sergeant Schermerhorn and the experience was a real treat. Councilor Tolan was thankful he was not a police officer and encouraged Council to go on a ride along with a police officer.

Councilor Lyons stated it was a real pleasure for him to announce that Saturday, June 23, 2012, the North Coast Football Team won against the Willamette Valley Law Dawgs for the third year in a row in Salem.

Mayor Larson stated the games were played to raise money.

Councilor Lyons stated there was approximately \$3,500.00 that was raised at the Pig Bowl in Seaside and the money will be used for youth activities. Councilor Lyons stated Council was ready for the 4<sup>th</sup> of July and there were 1500 Small American Flags to hand out and also 110 pounds of Phillips Taffy to be given out at the parade. The parade would start at 11:00 am and Council needed to be there by 10:00 to 10:30 am.

Councilor Barber stated he was really happy about the development along East Broadway with the new restaurants and Brew House but had concerns with the possible traffic problems at the Brew House because of only one entrance into the parking area and one exit out of the parking areas. The City was not even into the heavy traffic days and there were problems that needed to be addressed.

Councilor Johnson thanked the Police Department, Fire Department, and City Staff for the great honor for his father Harold Johnson.

Mayor Larson asked Dale Kamrath, Seaside Fire Chief, to stand up and inform Council of his plans.

#### COMMENTS - STAFF

Chief Kamrath stated he wanted to thank the Council and City Manager and everyone in the Community. Chief Kamrath further stated it had been a little over five years serving as the Seaside Fire Chief and it had been a pleasure and an honor and he had enjoyed those years. Chief Kamrath further stated he was not leaving the area and had purchased property located on Highway 26. Chief Kamrath further stated he was retiring as of June 30, 2012.

Mayor Larson thanked Chief Kamrath sincerely and appreciated everything that he had done for the City of Seaside.

Bob Gross, Seaside Police Chief, stated he had looked at the parade schedule this morning and they were already up to forty-five entries and he expected there could be fifty to sixty entries by next week. The police department was gearing up for the Miss Oregon parade which would be at 2:00 pm on Saturday, June 30, 2012, along with the 4<sup>th</sup> of July parade, at 11:00 am on Wednesday, July 4, 2012. This year the police department would use a four wheeler to get around on the beach.

Neal Wallace, Public Works Director, stated the 12<sup>th</sup> Avenue to Promenade project was going well with the phone company finishing their work Tuesday and the poles would start coming down hopefully later in the week. The project was getting closer to wrapping up.

Ms. Dideum stated the Soccer Tournament sponsored by the Chamber of Commerce was extremely successful and the Chamber was now working on the Volleyball event and the Hood to Coast Relay.

Mr. Winstanley stated the City was very close to the end of their fiscal year. Mr. Winstanley further stated it had been wonderful having Chief Kamrath with the City the last five years and there would be a small get together on Thursday, June 28, 2012, 5:00 pm, at the Seaside Fire Department and Council was invited.

Mayor Larson stated he would be in Mexico.

Councilor Barber stated there was going to be a ceremony for the lighting at Broadway Field and he asked Mr. Wallace what the date was.

Mr. Wallace stated the lighting ceremony had not been scheduled as of yet. The lights would be delivered July 9, 2012, and then Pacific Power would install the lights on July 14, 2012. The lights should be up and functional at the end of July but a date for the lighting had not been scheduled.

ADJOURNMENT                      The regular meeting adjourned at 8:13 PM.

\_\_\_\_\_  
JudyAnn Dugan, Secretary

\_\_\_\_\_  
DON LARSON, MAYOR

**RESOLUTION #3776**

**A RESOLUTION OF THE CITY OF SEASIDE, OREGON,  
AUTHORIZING INTERFUND BORROWING**

**WHEREAS**, the Seaside City Council wants to insure legal and proper cash management for all Funds; and

**WHEREAS**, the Seaside City Council desires to authorize interfund borrowing between the following funds if required.

**NOW, THEREFORE, THE CITY OF SEASIDE RESOLVES AS FOLLOWS:**

**SECTION 1. SHORT TERM INTERFUND LOANS**

**FUNDS**

<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>AMOUNT</u></b>
Systems Development-Sewer(91)	Special Assessments	75,000
Systems Development-Sewer(91)	Public Safety	50,000

**Interest.** Interest will be at the rate the City earns on its investments, ensuring neither a gain nor a loss from the borrowing.

**Repayment.** The loans will be repaid as soon as funds are available, but not later than June 30, 2013.

**Effective Date.** The effective date of this resolution is 6/30/2012.

**PASSED** by the City Council of the City of Seaside this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**SUBMITTED** to the Mayor and **APPROVED** by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
DON LARSON, MAYOR

ATTEST:

\_\_\_\_\_  
Mark J. Winstanley, City Auditor

## **SEASIDE CITY TREE BOARD**

The purpose of the City Tree Board is to study, investigate, and develop and/or update annually, a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees in parks, along streets, and in other public areas. The Tree Board, when requested by the City Council, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its duties and responsibilities,

- (1) Develop criteria for city staff and/or contractors to apply in making decisions entrusted to staff and/or contractor discretion,
- (2) Designate Heritage Trees on public and private lands within the city,
- (3) Promote the planting and proper maintenance of trees through special events including an annual local celebration of Arbor Day, and
- (4) Obtain the annual Tree City USA designation by the National Arbor Day Foundation.

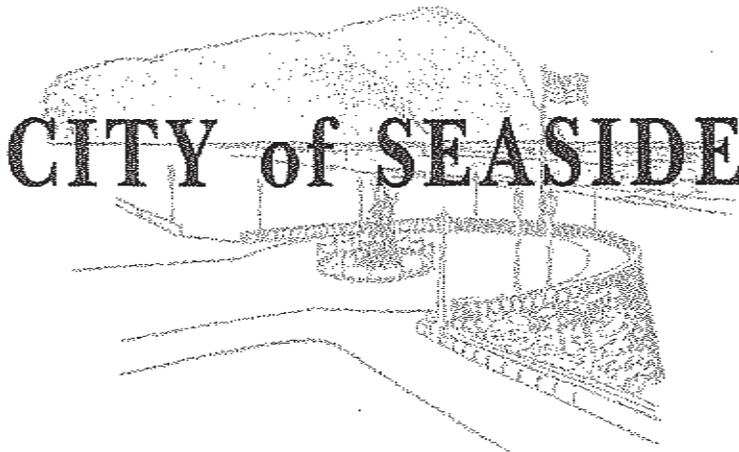
The Board consists of five members, appointed by the City Council for a three-year term, and who are residents, or owners or employees of businesses within the city limit.

The City Tree Board shall schedule meetings as needed and elect a chairperson and a vice-chairperson. No more than 3 unexcused absences allowed in a calendar year.

Tree Board members serve without salary or compensation of any nature.

## COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** June 11, 2012  
**Name:** Austin Tomlinson  
**Commission/Committee:** City Tree Board Committee  
**Resignation Date:** Tomlinson - June 1, 2012  
**Term Expiration Date:** Tomlinson – June 30, 2013  
**Wants to be considered again:** Tomlinson – No
2. **Applicants:**
3. **Nominations:**
4. **Appointment:**



# CITY of SEASIDE

OREGON'S  
FAMOUS  
ALL-YEAR  
RESORT

989 BROADWAY  
SEASIDE, OREGON 97138  
(503) 738-5511

## CITY TREE BOARD

Term of Office: 3 years

Number of Members: 5

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
VACANCY			6/30/2013
JON WICKERSHAM	1031 7 <sup>TH</sup> AVENUE	440-4816	6/30/2014
PAM FLEMING	1255 AVENUE 'B'	738-5637	6/30/2014
JASON SMITH	1021 7 <sup>TH</sup> AVENUE	738-9461	6/30/2015
RICHARD BAILEY	1358 S. WAHANNA	739-1599	6/30/2015
NEAL WALLACE	989 BROADWAY	738-5112	STAFF REPRESENTATIVE
STUBBY LYONS	325 ALPINE	738-5387	COUNCIL REPRESENTATIVE

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF SEASIDE, SEASIDE SCHOOL DISTRICT #10, AND  
SUNSET EMPIRE PARK & RECREATION DISTRICT**

Exhibit D  
4/19/12

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Seaside, an Oregon municipal corporation, hereafter referred to as "CITY", Seaside School District #10, hereafter referred to as "SCHOOL DISTRICT", and Sunset Empire Park & Recreation District, an Oregon Special District formed under ORS 266, hereafter referred to as "PARK DISTRICT";

WHEREAS, by the authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform, and,

WHEREAS, CITY is a full-service municipal corporation which owns and operates a City Park known as Broadway Park, which contains Playing Fields that will be surfaced as an artificial surface sports playing field, which will hereafter be referred to as Playing Fields, and

WHEREAS, the PARK DISTRICT is a single-purpose special District organized under ORS 266 for the purpose of providing parks and recreational opportunities to the citizens of the CITY and PARK DISTRICT,

WHEREAS, SCHOOL DISTRICT currently has an IGA with CITY to use field,

WHEREAS, PARK DISTRICT facilities adjoin Broadway Park, and PARK DISTRICT has funding to contribute to enhancing restoration of the Playing Fields, and,

WHEREAS, CITY and SCHOOL DISTRICT wish to have PARK DISTRICT manage the Playing Fields, and

WHEREAS CITY and PARK DISTRICT believe this intergovernmental agreement will enhance efficient operation of the Playing Fields and promote greater user opportunities on better facilities, for the benefit of all citizens of the CITY, PARK DISTRICT, and SCHOOL DISTRICT.

In consideration of this intergovernmental agreement, each party agrees to defend, hold harmless and indemnify each party to the agreement from any and all liability, damages, costs, expenses, and attorney fees arising out of the negligent act or omission of any officer, employee, board member, or agent of each party to the agreement while acting within the scope of their duties and authority as provided under the Oregon Tort Claims Act, ORS 30.260 to 30.300 for the activities arising out of this agreement.

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter set forth, it is mutually agreed as follows:

## **SECTION 1. CITY RESPONSIBILITIES**

1.1 The City, as owner of the land and facilities will develop a development budget and oversee the restoration of the Playing Fields. The project will create a multi-use artificial turf playing field with fencing.

1.2 **Associated Costs.** City's investment shall not support operation costs associated with spectator seating, sound systems, score boards, ticket booths, and concession stands.

1.3 The City will prepare a Business Plan with Park District and School District that will identify anticipated costs of operation and identify sources of income that can be generated to help cover the anticipated costs of operation, i.e. scheduling, maintenance and replacement and associated costs.

1.4 The City, as owner of the land and improvements, will be the agent to handle the warranties, any guarantees and any insurance claims due to any failure of products or workmanship of the artificial turf. Expectations for appropriate maintenance in writing will be determined by City, Park District, and School District.

1.5 The City will continue to provide leadership to develop Broadway Park as per the Park Master Plan. The City will work with the Park District, School District, and other community partners to write grants and do fundraisers to help complete the plan.

1.6 The City (will be responsible for the garbage service, restroom maintenance and general maintenance of the entire park (with the exception of the Skate Park, Community Garden, Playing Field).

1.7 The City shall name Park District and School District as an additional insured in its liability insurance policy. If vandalism occurs, the City will handle insurance claims and respond in a timely manner to insure continued use of the facilities.

## **SECTION 2. SCHOOL DISTRICT RESPONSIBILITIES**

2.1 School District will provide a written field schedule to the Park District no later than August 1, November 1, and February 1. Any changes must be approved by Park District.

2.2 The Park District will provide field maintenance for regularly scheduled use, for usage outside of scheduled field use, School District will either provide maintenance by trained staff or pay Park District for field maintenance.

2.3 The School District will turn over to the Park District the scoreboards, spectator seating (not to include the seven sets of existing portable bleachers), press box, and football and soccer field equipment.

2.4 School District will pay \$200,000 for field costs, and contribute in-kind services, both during the community construction project and for on-going use.

2.5 School District shall name Park District and City as an additional insured on its liability insurance policy.

## **SECTION 3. PARK DISTRICT RESPONSIBILITIES**

3.1 The Park District will pay \$200,000 and will contribute in-kind services during the community construction project and for on-going use.

3.2 The Park District will establish a separate Field Replacement Fund (FRF) to receive money from community partners, grants, concessions, and a portion after expenses of the user fees to help replace the fields after their life expectancy of 8-10 yrs. Annual report will be provided.

3.3 The Park District will pay, from the Field Replacement Fund (FRF) all the related costs for equipment repair and maintenance, excluding maintenance staff salaries and overhead.

3.4 The Park District will oversee the development of an operational manual between the City, Park District, School District and community use, for the fees, maintenance and operation of the Playing Fields.

3.5 Park District will be responsible for scheduling Playing Field use and setting and collecting user fees pursuant to a mutually acceptable schedule. The first priority will be given to the Seaside School District's use for physical education, recess and school sports, then Park District use, followed by youth non-profits, and finally general community use.

### 3.6 Use of Multi-Purpose Artificial Surface Playing Fields.

(1) The Artificial Surface Playing Field Use Matrix included as Exhibit A shall govern use by Park District, and School District of the artificial surface field. For the purposes of the Artificial Surface Field Use Matrix), and only for the purpose, "Park District" includes events sponsored by Park and Recreation District as well as by other non-Park District entities. Times reserved for the School District, but not used by the School District, will be made available to Park District. "School District" includes events sponsored by Seaside School District. Changes in policy that relate to the use of the artificial surface playing field will require the review and approval of the City, Park District, and School District.

(2) The Artificial Surface Playing Field Use Matrix included in as an Exhibit A was developed using existing Park District, and School District schedules as a model. City, Park District, and School District reserve the right to renegotiate the actual times of Park District, School District, and City use if there are changes in these requirements. The intent of the parties is to maintain a distribution of time reserved for the School District and for Park District substantially the same as in Exhibit A. Changes to these times other than on an exceptional basis, will be in writing, reviewed, and approved by both School District and Park District. Short-term exceptions may occur without City and Park District approval provided they are mutually acceptable to the Park District's General Manager and School District's Superintendent. Such exceptions will be confirmed in writing by both parties.

3.7 **Change in Policies Governing Usage.** Any proposed change to usage or policies governing usage other than scheduling will require approval by City, Park District, and School District.

3.8 **Ancillary Facilities.** Field lighting, sound system, scoreboard, bleachers, restrooms, ticket booth, non-exclusive use of parking lots, and storage for youth sports field equipment will be made available to City, Park District, and School District while using the fields.

3.9 **Site Supervision, Clean Up and Security During Events.** Responsibility for site supervision, site clean-up, and security during events will be Park District's during its time of use, and School District's during its time of use. (as described in the Operational Handbook).

4.0 **Concessions:** Park District will be in charge of managing and collecting the revenue and paying expenses, including salaries for field maintenance, scheduling, and concessions operation. A detailed annual report of the revenues collected and expenditures will be made available to the City, Park District, and School District. If the Park District chooses not to provide food services at an event, the Park District will hire other concessionaires as needed. All profit after payment of expenses will be deposited in the Field Maintenance Fund. No alcohol will be sold.

4.1 The Park District shall name the City and School District as an additional insured on its liability insurance policy.

#### **SECTION 4. MAINTENANCE AGREEMENT**

City, Park District, and School District share the goal of having as high a standard of maintenance as is affordable and practicable. Maintenance will be performed as follows:

4.1 Park District will provide routine maintenance. City will repair artificial surface field to manufacturers recommended standards. City will provide custodial service for trash containers on a year-round basis and for permanent restrooms. Park District will be responsible for the costs of providing field maintenance only. City will provide space for the equipment to maintain the field.

4.2 City and Park District are responsible for litter control daily. City will provide custodial service for permanent restrooms. City will be responsible for the costs of providing this litter and custodial service. Park District may choose to install a portable restroom at artificial surface field at its own expense.

4.3 Park District will be responsible for field lighting electrical costs when lights are installed.

#### **SECTION 5. FIELD SURFACE REPLACEMENT**

The cost to replace the artificial surface field or sections of the field, as needed, will be paid from the Field Replacement Fund. Costs in excess of monies available in the Fund will be equally split between City, Park District and School. There will be a jointly conducted annual inspection and report filed with City, Park District, and School District describing the existing conditions, need for immediate remedial action, projection of remaining useful life, and other relevant information concerning condition of the field.

#### **SECTION 6. FIELD NAMES**

The City, Park District, and School District will agree on a process for naming rights of the artificial field.

#### **SECTION 7. SPONSORSHIP AND ADVERTISING**

City reserves the right to determine sponsorships, advertising related to the artificial surface playing field after consultation with Park District and School District. There can be no advertising that is contrary to the OSAA or NFHS rules during a school event. Park District and School District may authorize the temporary placement of signs associated with events provided signs are removed at the end of the event and do not cause damage to facilities. Signs are to fit on the chain link fence no longer than 3' x 6'. Permanent signs must meet the approval of City, Park District, and School District and will be on an individual basis.

**SECTION 8. SPECIAL CONCERNS**

8.1 **Campus Security.** City, Park District, and School District recognize and support modest and safe use of artificial surface playing field by neighbors and the community during the instructional day as long as the use does not disrupt the operation of school or the instructional program. City, Park District, and School District agree to the following:

- A. City, Park District, or School District may restrict access to the field in the event that emergency conditions endanger public safety.
- B. The artificial surface playing field will be posted with signs informing the public that the area is a school ground during certain hours and that public access is welcome, but may be restricted without prior notice for security or, while school is in session, for instructional reasons.

8.2 **Dogs.** Except for service animals, dogs will not be permitted on the artificial surface field.

8.3 **Parking During the Instructional Day.** Members of the community arriving by car to use the facilities during days school is in session may not park in the school parking lots.

8.4 Posted signs will identify the appropriate use of the field. To use the field, please contact Sunset Empire Park and Recreation District for field permit process at Sunset Pool lobby or [www.sunsetempire.com](http://www.sunsetempire.com).

**SECTION 9. TERM.**

9.1 **Original Term.** This Agreement shall commence \_\_\_\_\_ and will terminate December 31, 2051. Unless any party to this Agreement notifies the others, in writing, of its intent not to renew, this Agreement shall renew for one additional 40 year term.

9.2 **Amendment and Agreement Review.** City, Park District, and School District shall jointly review this Agreement after three (3) years and at least once every five (5) years thereafter. It may be modified at any time by written agreement of all parties.

**SECTION 10. MISCELLANEOUS.**

10.1 All notices and communications in connection with this IGA shall be given in writing and shall be transmitted by personal delivery or certified or registered mail, return receipt requested, to the following:

For notices to the City, to:  
 City Manager  
 City of Seaside  
 Seaside, OR 97138

For notices to the Park District, to:  
 General Manager  
 Sunset Empire Park and Recreation District

For notices to the School District, to:  
Superintendent  
Seaside School District

10.2 This IGA shall be construed, interpreted and enforced in accordance with the laws of the State of Oregon and without regard to conflict of law principles.

10.3 In the event that a dispute arises under or related to the terms of this IGA including, but not limited to, its enforcement or interpretation, the Parties agree to meet and confer to resolve the dispute through the City Manager and the General Manager of the Park District and the School District Superintendent prior to the initiation of litigation. Any action or proceeding to enforce the provisions of this IGA, or based on any right arising out of this IGA, shall be brought in Clatsop County Circuit Court in the State of Oregon, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. The prevailing Party in such an action or proceeding, or appeal of the same shall be entitled to an award of such Party's reasonable attorney fees and costs incurred in preparation, prosecution or defense of such action or proceeding.

10.4 The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this IGA.

10.5 This IGA contains all the terms and conditions agreed upon by the Parties. No oral or written agreement either before or contemporaneous with the execution of this IGA shall affect or modify any of the terms or obligations contained herein.

10.6 If any provision of this IGA is deemed invalid or unenforceable, the balance of this IGA shall remain in full force and effect.

10.7 Any modification or amendment of this IGA shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by the Mayor and City Manager, and DISTRICT has caused this Agreement to be executed by the Chairman and General Manager and School District has caused this agreement to be executed by the Chairman and Superintendent.

City Manager Signature

Date

School District Superintendent Signature

Date

Park District General Manager Signature

Date

4/23/2012

6-22-12

**EXHIBIT A**

Appendix Artificial Surface Playing Field Use Matrix – Exhibit A  
Operational Manual Exhibit

	SCHOOL DISTRICT
	PARK DISTRICT

**Artificial Surface Playing Field Use Matrix**

TIME	Morning	Noon	Afternoon	Evening												
<b>SCHOOL YEAR</b>																
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY									
	7 AM – 6 PM															
SCHOOL DISTRICT																
	6 PM – 10 PM															
Park District																
<b>SUMMER</b>																
	8:00-9:00	9:00-10:00	10:00-11:00	11:00-12:00	12:00-1:00	1:00-2:00	2:00-3:00	3:00-4:00	4:00-5:00	5:00-5:30	5:30-6:00	6:00-7:00	7:00-8:00	8:00-9:00	9:00-10:00	10:00-10:30
Monday																
Tuesday																
Wednesday																
Thursday																
Friday																
Saturday																
Sunday																

“School Year” is defined as the time when classes are in session, usually from early September through the second week of June, inclusive of holidays and winter and spring breaks.

Park District use times may be adjusted to start later or stop earlier as determined based on School District requests.

**EXCEPTIONS TO ALLOW FOR USE OF COMMUNITY TIME BY DISTRICT.**

**Summer**

Everyday: None

It is understood that exceptional circumstances may lead to an increase in School District led use. For instance, selection of the field for high school playoff or championship football or soccer games. School District will make every effort to notify Park District as soon as possible regarding these occurrences.

h:\district\contracts - iga\broadway park playing fields iga\iga011812 iga city school district - with city changes.docx

## AFFILIATES Field Allocation Process

All users must obtain a permit from Sunset Empire Park & Recreation District (SEPRD) for use on Broadway Park playing fields.

All allocation will be based on hours of need for practices, games, and number of teams. Allocations are not based on number of fields. Multiple sports may be using different areas of each field and fields may not be solely used for one sport.

All requests must go through the designated Sports & Fitness Coordinator.

NO requests will be fulfilled through front desk. You may pick up or drop off requests @ front desk.

NO Sub-leasing of your allocated space. All unused time slots need to be turned back to SEPRD on indicated time frame. You must fill out the official SEPRD form when turning fields back. No e-mail or verbal requests will be honored. After the deadline affiliates will be charged for all hours allocated.

### Process:

1. Fill out the SEPRD FEE STUDY sheet.
2. Turn in the SEPRD FEE Study sheets to SEPRD on time.
3. SEPRD staff or your affiliated group will set up a meeting with your group's field representative.
4. SEPRD staff will assign you field time based on the hours that your group submits from you SEPRD FEE STUDY sheet
5. A meeting will be set up to review your allocation.
6. SEPRD staff will permit the fields assigned to your group. Permits must be with the coach on site. Teams may be asked to leave the field if they cannot provide their field permit.
7. Once all fields are allocated, you will have two weeks after the start date of your permits to turn back any fields you will not be using. If fields are not turned back, you will be billed for all fields in your inventory. You can turn back time as the season progresses if need be as long as it is done in a timely manner. All fields turned back will be pulled and maintenance will not be done on those fields.
8. Turn in game schedules and rosters to the designated Sports & Fitness Coordinator for your sport no later than two weeks prior to your first scheduled game. All schedule changes must be submitted 48 hours prior to the scheduled game. Permit will be held on all groups who don't submit their roster, schedules and game fields will not be prepared by staff.
9. Waive fees for 5 year period on approval by each: City, School District and Park District.

Manager Signature	Date	_____ City
District Superintendent Signature	Date	_____ School
General Manager Signature	Date	_____ Park District

**Fees:2011:** \_\_\_\_\_ per field hour

## SEPRD Fee Study Sheet

### Affiliated Sports Groups

The following factors will be used for calculation of practice and game fields. Complete form for each field size.

**Sport/Association:** \_\_\_\_\_

**Season & Year:** \_\_\_\_\_

**Total Number of Teams by Age Group or Field Size:** \_\_\_\_\_

### Factors:

Length of practice or games in hours (L)

Number of sessions per week (S)

Number of teams (T)

Number of teams on a field per session (N)

Weeks in season (W)

Hours per season needed (H)

Available hours per field (A)

Number of fields needed per association = (NoF)

### Formulas:

The following factors will be used to calculate the number of field hours needed.

Practices:  $L_p \times S_p \times T/N_p \times W_p = H/A_p = \text{NoF}_p$

Games:  $L_g \times S_g \times T/N_g \times W_g = H/A_g = \text{NoF}_g$

### Required league/association practice information

Length of practice in hours (L) \_\_\_\_\_

Number of practice sessions per week (S) \_\_\_\_\_

Number of teams on a field per practice session (N) \_\_\_\_\_

Number of weeks (W) \_\_\_\_\_

### Required league/association game information

Length of games in hours (L) \_\_\_\_\_

Number of game sessions per week (S) \_\_\_\_\_

Number of teams on a field per game (N) \_\_\_\_\_

Number of weeks (W) \_\_\_\_\_

**NOTE: Fee Study must be resubmitted every year and updated.**



SUNSET EMPIRE PARK & RECREATION DISTRICT

PO Box 514; 1140 Broadway; Seaside, OR 97138

(503) 738-3311

E-mail: seprd@sunsetempire.com Web: www.sunsetempire.com

3/9/12

BROADWAY PLAYING FIELDS USE AGREEMENT

ACUERDO DE USO DE CANCHAS DE BROADWAY

Organization Name / Nombre de la organizaci3n: \_\_\_\_\_

Contact/Tourney Director / Director de contacto/torneo: \_\_\_\_\_
(Applicant must be 21 years of age / Solicitante debe ser de 21 a1os de edad)

Address / Direcci3n: \_\_\_\_\_
Number and Street / Calle y n1mero \_\_\_\_\_ City / Ciudad \_\_\_\_\_ State / Estado \_\_\_\_\_ Zip / C3digo postal \_\_\_\_\_

Phone / Tel3fono:(H) \_\_\_\_\_ (Work or Cell / Trabajo o celda): \_\_\_\_\_

Email/ Correo electr3nico: \_\_\_\_\_ @ \_\_\_\_\_

Single date event / Evento fecha 1nica: \_\_\_\_\_
Day / D1a: \_\_\_\_\_ Date / Fecha: \_\_\_\_\_ Time / Tiempo - From / De: \_\_\_\_\_ To / Para: \_\_\_\_\_

Multiple date event / Varios eventos de fecha: \_\_\_\_\_ Number of days / N1mero de d1as: \_\_\_\_\_
(list times for each date / tiempos de lista de cada fecha)
Day / D1a: \_\_\_\_\_ Date / Fecha: \_\_\_\_\_ Time / Tiempo - From / De: \_\_\_\_\_ To / Para: \_\_\_\_\_
Day / D1a \_\_\_\_\_ Date / Fecha: \_\_\_\_\_ Time / Tiempo - From / De: \_\_\_\_\_ To / Para: \_\_\_\_\_
Day / D1a \_\_\_\_\_ Date / Fecha: \_\_\_\_\_ Time / Tiempo - From / De: \_\_\_\_\_ To / Para: \_\_\_\_\_
Day / D1a \_\_\_\_\_ Date / Fecha: \_\_\_\_\_ Time / Tiempo - From / De: \_\_\_\_\_ To / Para: \_\_\_\_\_

REQUEST / SOLICITUD

Facility/Fields/Courts Requested / Instalaci3n/campos/tribunales solicitados (Be specific. Attach additional page if necessary / Ser espec1fica. Adjuntar p1ginas adicionales si es necesario) \_\_\_\_\_

Event Description / Descripci3n del evento \_\_\_\_\_

Estimated # of participants & spectators per day / N1mero estimado de participantes y espectadores por d1a:

Adult / Adulto \_\_\_\_\_ Youth / Juventud \_\_\_\_\_

Is event open to the public? / 1Es el evento abierto al p1blico?  Yes / S1  No

Will there be a participant charge/dues? / 1Habrá un participante cargos/cuotas?  Yes / S1  No

Will there be admission gate fees? / 1Habrá precios puerta?  Yes / S1  No

AGREEMENT / ACUERDO

- 1. The cleaning/damage deposit, rental fee, facility agreement, and impact fees where applicable, are due with application approval. Make check payable to SEPRD.
2. Request for cancellation of facility use agreement permits must be received in writing. Please allow four (4) weeks processing for refunds. NO REFUNDS are given with less than 30 days notice of cancellation for exclusive/substantial use of a facility and 24 hours notice of cancellation for hourly rentals that do not require exclusive/substantial use of the facility.
3. Use of facility: If the rental group leaves before designated time, they will forfeit the rental fee paid for the remaining time. If the activity runs over the designated time, additional charges will be assessed. Only facilities requested and restrooms are to be used. Controlled substances and smoking are prohibited in any indoor Park District facilities. Alcoholic beverages may be allowed at some facilities in your designated area only with a pre-approved SEPRD "Special Use Permit For Alcoholic Beverages."
4. SET UP & CLEAN UP: Applicant is responsible for set up and clean up when necessary. Clean up includes sweeping, mopping, putting away tables and chairs, etc. Applicant will be billed for any damages, losses, or additional hours. The Center Supervisor will determine if the cleaning requirements have been sufficiently met.
5. SEPRD reserves the right to monitor the event at any time.
6. The applicant reserving the facility, on his or her behalf and behalf of the using group, does hereby agree as follows:
A. To be solely and completely responsible for the condition of the facility and to leave the building and grounds used in a neat and clean condition, without damage.
B. To release, indemnify and hold SEPRD, its staff and agents, harmless for any and all losses, costs, claims and damages resulting from the use of SEPRD facilities.
C. Failure to promptly reimburse the District for all damages may result in termination of all future rights to use the facilities and prompt legal action.
D. The applicant will be responsible for the supervision of any youth involved with their organization while in the facility. And further agree that the property will be used in accordance with the rules and regulations of the SEPRD, including the prohibition of the use of fog-producing equipment at any SEPRD facility.
7. Due to unforeseen circumstances, SEPRD reserves the right to reschedule/cancel this facility use agreement.
8. Applicant agrees to provide liability insurance for this event/tournament, where applicable, naming District as an additional insured. Attach copy to this form.
9. Report all accidents and/or incidents that occur on SEPRD facilities to the SEPRD staff immediately.

1. El depósito de limpieza/daños, alquiler, acuerdo de servicio y tarifas de impacto en su caso, vencen con aprobación de la solicitud. Hacer cheque pagadero a SEPRD.
2. Solicitud de cancelación de permisos de acuerdo de uso de instalaciones debe ser recibido por escrito. Espere cuatro a seis semanas procesamiento de devoluciones. NINGÚN reembolso se da con menos de 30 días de antelación de la cancelación para uso exclusivo y sustancial de un aviso de 24 horas y servicio de cancelación para alquileres por hora que no requieren uso exclusivo y sustancial de la instalación.
3. Uso de instalaciones: si abandona el grupo de alquiler antes de tiempo designado, perderá el precio pagado por el tiempo restante. Si la actividad se ejecuta en el tiempo designado, cargos adicionales serán evaluados. Pido sólo instalaciones y servicios sanitarios van a utilizar. Sustancias controladas y el tabaco están prohibidos en las instalaciones interiores del Park District. Bebidas alcohólicas podrán autorizarse en algunas instalaciones en el área designada sólo con un SEPRD preaprobada "Permiso de uso especial para bebidas alcohólicas."
4. SET UP & CLEAN UP: solicitante es responsable de conjunto hasta en limpiar cuando sea necesario. Incluye limpieza horrida, Trapeado, ubicar mesas y sillas, etc.. Solicitante se cobrará los daños, pérdidas o horas adicionales. El Supervisor del Centro va a determinar si se han cumplido suficientemente los requisitos de limpieza.
5. SEPRD reserva el derecho a controlar el evento en cualquier momento.
6. El solicitante, reservándose la instalación, en su nombre y nombre de uso del grupo, acuerdan lo siguiente:
  - A. Únicamente y totalmente responsable de la condición de las instalaciones y a abandonar el edificio y los terrenos utilizados en estado puro y limpio, sin daños.
  - B. Para liberar, indemnizar y SEPRD, sus funcionarios y agentes, inofensivos para todas pérdidas, costes, reclamaciones y daños derivados de la utilización de las instalaciones SEPRD.
  - C. Fracaso para reembolsar puntualmente el distrito por todos los daños puede resultar en la terminación de todos los derechos para utilizar las instalaciones y pronta acción legal futuros.
  - D. El solicitante será responsable de la supervisión de cualquier involucrada con su organización en el centro de la juventud. Y además, acepta que la propiedad se utilizará de conformidad con las normas y reglamentos de la SEPRD, incluyendo la prohibición del uso de la producción de niebla en cualquier instalación SEPRD de equipos.
7. Debido a circunstancias imprevistas, SEPRD se reserva el derecho de reprogramar o cancelar este contrato de uso de instalaciones.
8. Solicitante se compromete a proporcionar seguro de responsabilidad civil para este evento/torneo, en su caso, denominación distrito como un asegurado adicional. Adjuntar copia de este formulario.
9. Reportar todas las accidentes o incidentes que se producen en instalaciones SEPRD al personal SEPRD inmediatamente.

**FEES/CHARGES / HONORARIOS Y CARGOS**

With my signature below, I acknowledge that I am authorized, on behalf of myself and the entity identified in this facility use application, to agree to SEPRD terms and conditions, rules and procedures. / Con mi firma a continuación, reconozco que estoy autorizado, en nombre de la entidad identificada en esta aplicación de uso de instalaciones, a aceptar condiciones SEPRD, normas y procedimientos y yo.

Applicant Signature / Firma del solicitante \_\_\_\_\_

Application Date / Fecha de solicitud \_\_\_\_\_

Non-profit Tax ID # (where applicable) / Sin ánimo de lucro impuesto ID # (en su caso) \_\_\_\_\_

Security Deposit / Depósito de garantía: \$ 200.00

SEPRD Patron ID # / Patrón SEPRD ID # \_\_\_\_\_

Total Fee / Cuota total: \$ \_\_\_\_\_

Supervisor Signature / Firma del supervisor \_\_\_\_\_ Date / Fecha \_\_\_\_\_

Date Payment Received / Pago de fecha recibido \_\_\_\_\_

**I understand no alcohol is allowed because of 1000 foot school limitations by ORS statutes. / Entiendo que alcohol no es permitido debido a limitaciones de la escuela de 1000 pies por estatutos ORS.**

Signature of Applicant / Firma del solicitante \_\_\_\_\_

Date / Fecha \_\_\_\_\_

## FACILITY RENTAL RATES / TARIFAS DE ALQUILER DE INSTALACIONES

\*Bob Chisholm Community & Senior Center has their own rate sheet, i.e., City owned. / Bob Chisholm comunidad & Senior Center tiene su propia hoja de tasa, es decir, propiedad de ciudad.

Level Nivel	Category Description Descripción de la categoría	Sunset Pool	Seaside Youth Center	Skate Park	Playing Fields & Tennis Courts Canchas y pistas de tenis	River Rock Hut Río Rock Hut
1	Affiliates: In-district community civic groups or individuals open to the public and free of charge.  <i>Afiliados: Comunidad en el distrito grupos cívicos o personas abiertas al público y gratuito.</i>		N/C	FREE  LIBRE		N/C
2	Partners/Associates: Non-profit and community based, focusing on serving in-district needs and constituents. i.e. Seaside School District #10 & Seaside Kids. Does not give exclusive use of field.  <i>ocios y asociados: Sin ánimo de lucro y comunitarias, centrada en atender las necesidades en el distrito y componentes. es decir, Seaside distrito escolar # 10 &amp; Kids junto al mar. No se dan el uso exclusivo del campo.</i>		N/C	FREE  LIBRE	<b>IN-DISTRICT</b> (Resident's Card Required) (Provide Roster) \$25 an hour OR \$200 per day.  <b>OUT-OF-DISTRICT</b> (Provide Roster) \$50 per hour	N/C
3	Renters: meetings, non-profit fund raisers, OD civic groups, churches, OD schools, non-school functions, private parties for non-profits (i.e. boy scout, Watershed)  <i>Inquilinos: reuniones, ganadería de fondo sin fines de lucro, grupos cívicos OD, iglesias, escuelas de OD, escuela no funciones, partes privadas sin fines de lucro (es decir, boy scout, Cuencas)</i>	<b>Operational Hours:</b> *\$63.60 / hr. in-district <u>*Resident's Card required</u>  \$84.80 / hr. out-of-district To 25 people.  <b>Horas de funcionamiento:</b> * en el distrito de \$63.60 \$ / h. * <u>Tarjeta de residencia requerida</u>  fuera del distrito de \$84.80 \$ / h. A 25 personas.	*\$25 / hr. in-district <u>*Resident's Card required</u>  \$37.50 / hr. out-of-district  * \$ 25/hora. en el distrito * <u>Tarjeta de residencia requerida</u>  \$ 37,50/hr. fuera del distrito	Determined by request.  <i>Determinada por la solicitud.</i>	<b>*EXCLUSIVE USE OF FIELD</b> *\$400 per day  ~~~~~ <b>DENTRO DEL DISTRITO</b> (Tarjeta de residente necesario) (proporcionar lista) \$25 una hora O \$200 por día.  <b>FUERA DEL DISTRITO</b> \$50 por hora  <b>*USO EXCLUSIVO DEL CAMPO</b> *\$400 por día	*\$25 / hr. in-district <u>*Resident's Card required</u>  \$37.50 / hr. out-of-district  * \$ 25/hora. en el distrito * <u>Tarjeta de residencia requerida</u>  \$ 37,50/hr. fuera del distrito
4	Commercial: Activity is private in nature, not open to the public (i.e. birthday party, family reunion, political meetings, schools with fee classes)  <i>Comercial: Actividad es privada en la naturaleza, no abierta al público (es decir, fiesta de cumpleaños, reunión familiar, reuniones políticas, escuelas con clases de Tarifa)</i>	<b>Non-operational Hours:</b> *\$81.62 / hr. in-district <u>*Resident's Card required</u>  \$102.82 / hr. out-of-district To 25 people.  <b>Horas de reposo:</b> * en el distrito de \$81.62 \$ / h. * <u>Tarjeta de residencia requerida</u>  fuera del distrito de \$102.82 \$ / h. A 25 personas.	*\$25 / hr. in-district <u>*Resident's Card required</u>  \$37.50 / hr. out-of-district  * \$ 25/hora. en el distrito * <u>Tarjeta de residencia requerida</u>  \$ 37,50/hr. fuera del distrito	Determined by request.  <i>Determinada por la solicitud.</i>		
	Tennis Only: all in-district private group players (residency to be verified/approved)  <i>Sólo tenis: todos en-districto jugadores grupo privado (residencia para ser verificado, aprobado)</i>					
5	After Hour Staffing Costs <i>Después de la hora, los costos de personal</i>					
6	Damage/Cleaning Deposit* <i>Depósito de daños/limpieza *</i>					

\*Damage/cleaning deposit is not required except for levels 3 & 4. / \* Daños/limpieza depósito no es necesario excepto para los niveles 3 y 4.

**\*EVENT IMPACT FEES (daily, all events) / \*EVENTO Impacto honorarios (diario, todos los eventos)**

Total Participants / Spectators Total participantes / espectadores	1-100	101-200	201-300	301+
	\$50.00	\$100.00	\$130.00	\$170.00

\*Fee due with application. Will be refunded if not approved. / \*Cuota debido a la aplicación. Será reembolsado si no aprueba.

**ANTICIPATED SERVICE & EQUIPMENT REQUIREMENTS  
REQUISITOS de equipos y servicios previstos**

Special Equipment/Service Requirements / Requisitos de equipamiento y servicios especiales: \_\_\_\_\_

(See attached list of equipment needs and enter total below in Fees/Charges Summary) / (Ver adjunto lista de necesidades de equipo y escriba total por debajo en resumen de tasas y cargos)

**FEES/CHARGES / HONORARIOS Y CARGOS**

Security Deposit: \$200.00 (\$100.00 NON-REFUNDABLE) District staff determines applicable fees.  
Depósito de garantía: personal del distrito de \$200.00 (\$100.00 no reembolsable) determina las tarifas aplicables.

Rental Fee / Tarifa de alquiler: \$ \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_  
Rate/Hour / Tasa por hora # Hours / # Horas # of fields/courts / # de campos/tribunales Subtotal

Impact Fee / Tasa de impacto: \$ \_\_\_\_\_

Service/Equipment Fee / Cuota de servicio/equipo: \$ \_\_\_\_\_

Total Fee / Cuota total: \$ \_\_\_\_\_ (Carry to rental form) / (Llevar al formulario de alquiler)

**OFFICIAL USE ONLY- to be completed by SEPRD upon reservation request  
ANTICIPATED EQUIPMENT & SERVICE REQUIREMENTS**

Sunset Pool - Seaside Youth Center - Skate Park - Broadway Park - Playing Fields - River Rock Hut		
<b>Please Check Equipment Needed:</b>		
<input type="checkbox"/> Parking Supervision	<input type="checkbox"/> Walkie Talkies	<input type="checkbox"/> Signage
<input type="checkbox"/> Overflow Parking Area	<input type="checkbox"/> Tennis Court Surface Cleaning	<input type="checkbox"/> InFocus Projector
<input type="checkbox"/> Camping RV/Tent	<input type="checkbox"/> Frisbee Golf Equipment	<input type="checkbox"/> PA/Sound System
<input type="checkbox"/> Additional Trash Barrels	<input type="checkbox"/> Surf Boards	<input type="checkbox"/> Microphone
<input type="checkbox"/> Permanent Concession	<input type="checkbox"/> Turf Coordination	<input type="checkbox"/> TV/VCR/DVD
<input type="checkbox"/> Portable Restrooms	<input type="checkbox"/> Admin Building Access	<input type="checkbox"/> Table Top Podium
<input type="checkbox"/> ADA Restrooms	<input type="checkbox"/> Portable Volleyball	<input type="checkbox"/> Stand Alone Podium (w/microphone & sound)
<input type="checkbox"/> Athletic Field Prep	<input type="checkbox"/> Temporary Electrical Service	<input type="checkbox"/> Bus
<input type="checkbox"/> Additional Trash Collection	<input type="checkbox"/> Temporary Water Service	<input type="checkbox"/> Pitcher Ball Equipment
<input type="checkbox"/> Additional Restroom Cleaning	<input type="checkbox"/> Banners to be Hung	<input type="checkbox"/> Referees
<input type="checkbox"/> Picnic Tables	<input type="checkbox"/> Xerox Machine	<input type="checkbox"/> Play/Game Equipment
<input type="checkbox"/> Shower/Locker Facilities	<input type="checkbox"/> Flip Chart	<input type="checkbox"/> Time Clock
<input type="checkbox"/> Folding Tables	<input type="checkbox"/> Chalk Board	<input type="checkbox"/> Score Board
<input type="checkbox"/> Folding Chairs	<input type="checkbox"/> Easels (3)	<input type="checkbox"/> Bases
<input type="checkbox"/> Bleachers	<input type="checkbox"/> Dry Erase Board	<input type="checkbox"/> Soccer Goals
<input type="checkbox"/> Additional Bleachers/Benches	<input type="checkbox"/> Stereo Surround Sound (Cassette/CD)	<input type="checkbox"/> Football Goal Posts
<input type="checkbox"/> Bull Horns	<input type="checkbox"/> Slide Projector/Screen	<input type="checkbox"/> Football Yard Markers
<input type="checkbox"/> Ice	<input type="checkbox"/> Overhead Projector	<input type="checkbox"/> Football 1 <sup>st</sup> Down Chains
<input type="checkbox"/> Water Jugs		

† Please note some equipment may or may not be available due to multiple-use requests.

Special Equipment Request: \_\_\_\_\_

Fee for equipment/service rental: \_\_\_\_\_

Will you be providing overnight security?  Yes  No

Will you be having vendors?  Yes  No If yes, how many \_\_\_\_\_

Do you have Seaside Business Licenses?  Yes  No

Will you need concessionaire to be open?  Yes  No

Check box if insurance is required per SEPRD guidelines and attach a copy to the rental form.

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Specific Event Requirements:

Event staff required \_\_\_\_\_

Additional staff required \_\_\_\_\_

Additional requirements (i.e. lights, gates unlocked, restroom access, power access)

\_\_\_\_\_ Specific Job Request to Follow Up With Maintenance

\_\_\_\_\_ Specific Schedule of Events to Follow to Special Events Coordinator

## FACILITY RENTAL CHECKOUT LIST

Group Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_  
 Person in charge and in attendance the day of your event: \_\_\_\_\_

Facility Rented: \_\_\_\_\_

Rental Date: \_\_\_\_\_

Scheduled check in time: \_\_\_\_\_ Scheduled check out time: \_\_\_\_\_

Actual check in time: \_\_\_\_\_ Actual check out time: \_\_\_\_\_

*No early arrivals. If rental runs over the designated time an hourly rate will be charged.*

	Yes	No	Comments
All decorations removed			
Garbage picked up and bagged			
Recycling cleaned and put in appropriate containers			
Kitchen & dishes clean and free of damage			
Counters, tables, and chair surfaces cleaned			
All rooms/facilities/fields free of damage			
All SEPRD equipment has been returned and is free of damage			
All vendor/rental equipment items brought in have been removed from the building/facility/field			
Other (please specify)			

Additional Comments: \_\_\_\_\_

Late Fee: \_\_\_\_\_

Full deposit refund recommended:  Yes  No Other: \_\_\_\_\_

Shift Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

*For office use only:*  
 Center Supervisor approval: \_\_\_\_\_  
 Date refund check requested: \_\_\_\_\_  
 Requested by: \_\_\_\_\_

**OPERATIONAL  
HANDBOOK**

**For**

**BROADWAY  
PARK**

**PLAYING FIELDS**

## **MISSION, GOALS AND MANAGEMENT**

### **MISSION**

- To enable Seaside residents and visitors to have access to safe, quality, well-maintained, year-round playing fields located within Broadway Park, 1140 Broadway, Seaside, Oregon.

### **GOALS**

- To foster a sense of community through the development of a healthy, sustainable partnership between the City, School District, & Park District. (IGA)
- To plan, build, manage and maintain a multi-use, artificial turf playing field. Playing field includes the ability to support: football, baseball, soccer, softball, Ultimate Frisbee, walking, open play, overnight camping, concerts, festivals, local & regional tournaments, and other types of community use.
- To support SMART (Sustainable, Measurable, Achievable, Replicable & Time-sensitive) best practices.
- Follow a Business Plan developed by all parties to support the cost of: scheduling, maintaining, enhancing as per Park Master Plan and replacing field amenities.

### **BROADWAY PLAYING FIELDS LOCATION**

The playing fields are within the boundaries of Broadway Park located at 1140 Broadway, Seaside, Oregon. Within the Park, other facilities include Sunset Pool, Seaside Skate Park, Sunny Pool Community Garden, playground, boat ramp, parking lot, basketball court, Seaside Youth Center, Broadway Middle School, concession area and storage, tennis court and restrooms.

### **FIELD DEVELOPMENT**

- The City owns the land and will review, approve and coordinate all facility improvements and amenities.
- Phase One will include 5 project areas (demolition, drainage, turf, & fencing). The School District and Park District will contribute \$200,000 each. The capital contribution will allow the two Districts to use the playing fields without cost for 10 years. (or until the fields are replaced 8 – 10 yrs.)
- Additional development will follow the Park Master Plan, coordinated by the City with funding coming from grants, community donations and other sources.
- Other

### **FIELD SCHEDULING**

- The Sunset Empire Park and Recreation District will coordinate the field scheduling.
- Field scheduling will be done on a year-long basis with written requests submitted prior to use.

- During the school year, Broadway Middle School will have access for recess, lunch and P.E. (@ no cost).
- School District Sports scheduled by the Athletic Director will be scheduled for JV & Varsity football, softball, soccer & baseball. (@ no cost)
- Sunset Empire Park and Recreation District will schedule before & after school, summer and weekend use. (@ no cost)
- Outside group use will submit their requests to Sunset Empire Park and Recreation District staff, if available, a fee will be charged based on the approved Business Plan model and the use will be scheduled.
- Individual use following posted guidelines will be allowed.
- Other

### **FIELD MAINTENANCE**

- With the heavy use of the School District and necessary requirements for sports & games, it will be the coaches with School District maintenance staff to prepare the fields for play.
- With the use of the Sunset Empire Park and Recreation District programs, the Park District will maintain the field for recreational use.
- Outside group use will be charged a fee that will cover the necessary scheduling and maintenance of that request.
- The City will be responsible to do any guarantee, warranty or insurance coverage of all products & services.
- A fund will be established to receive funds to put resources aside to replace the artificial turf whose life expectancy is 8 – 10 years based on use & maintenance.
- Other

### **CONCESSIONS**

- Concessions will be allowed at all events with the understanding that Food Handler's Certifications will be required if health regulators call for it. No alcohol will be served. The Park District provide concessions on all events. If they choose not to provide food, the District will offer it to the School or to the group who is renting the fields or offer it to another non-profit group.
- Fees & Charges @ events will go to the user/event sponsor.

### **STORAGE / USE OF EQUIPMENT**

- The City will provide some type of storage in the park for maintenance equipment. The School District and Park District will share that space.
- An inventory of necessary equipment will be made. Initial purchase will be part of the budget of the restoration of the playing fields. Care of equipment will be done by District. Replacement of equipment will be covered by the fees generated by the use of the field or shared by the School and Park who are not paying user fees.

Examples of equipment / supplies include: gator, turf broom, liner, bleachers, announcement booth, microphone, field goal posts, score boards, other.

### **SUPPORT SYSTEMS**

- Garbage will be the responsibility of the group using the field. School District will set out cans and dump @ Broadway Middle School. The Park District will set out cans and dump @ the basketball court. The Park District will contract with the City for garbage event pick-up.
- Lights and water will be the responsibility of the City of Seaside.
- Other

### **ADVISORY COMMITTEE**

An Advisory Committee with representatives from the City, School District, Park District, 2 at large positions and Sunset Empire Park and Recreation District's Foundation representative will meet quarterly.

### **GENERAL USE OF PLAYING FIELDS**

- Parking must be in designated areas, no unauthorized vehicles on any part of the field.
- No food, alcohol, tobacco products, animals, sunflower seeds and shelled peanuts, gum and candy, glass, golfing, no batting practice, or littering on field. Permit required.
- No penetration of field with stakes, posts, equipment, etc.,
- List all manufactures, do's, don'ts.
- Sunset Empire Park and Recreation District's Code of Conduct will always be in effect while using & playing on the fields. This is to insure a positive atmosphere for all.

### **DISPUTES**

All disputes will be handled at the first level with the Sunset Empire Park and Recreation District. If disagreements occur between agencies, the Advisory Committee will review and help resolve. If a resolution cannot be reached at these levels, the IGA will be followed.

### **ATTACHMENTS**

- IGA / Field Use Matrix
- Business Plan
- Application for Use
  - Field Use Agreement
  - Facility Rental Rates
  - Anticipated Equipment & Service Requirement
  - Facility Rental Check-out List
  - Affiliates Field Allocation Process
  - Sunset Empire Park & Recreation Study Sheet

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