CITY OF MEDFORD AGREEMENT PROCESSING CONTROL RECORD

INITIATING DEPARTMENT COMPLETE SECTIONS I & II	_
INITIATING DEPARTMENT PARKS & RECREATION	DAFE December 3 2009
APCR PREPARED BY Anne Gordon, Office AdministratorI	DEPT HEAD SIGNATURE
AGREEMENT OR CONTRACT TITLE Railroad Park Agreement	<u> </u>
AGREEMENT OR CONTRACT PURPOSE Continues use/development	of Medford's Railroad Park
CONTRACT PARTIES City of Medford and SO Chapter Nat'l Rail	way Historical Society, So Or
Live Steamers, RV Model Railroad Club and SW Or Large S	
2.70 Stourners, NV moder Numbed Stab and StV St Earge S	
CONTRACT TERM BEGIN 12/17/09 END 12/31/2019 1 YEAR (PROJECTIONS ARE ACCEPTABLE)	OPTIONS TO RENEW AR 2 YEAR MORE THAN 2 YEARS
DATE OF COUNCIL ACTION December 17, 2009	
OTHER GOVERNMENT(S) AFFECTED None	
WHO PREPARED THE AGREEMENT OR CONTRACT City of Medford	
FINANCIAL IMPACT None at this time	
BUDGET ACCOUNT NUMBER	
BUDGET PROJECT NUMBER (if applicable)	
FUNDING IS AVAILABLE (DEPARTMENTS MUST CERTIFY UNENCUMBERED RESOURCES ARE AVAILABLE TO FULLY FUND THE CO	YES NO N/A DINTRACT) X
COMPETITVELY SOLICITED	X
OTHER PARTY HAS EXECUTED	X
PERFORMANCE BOND OR OTHER SECURITY IS ATTACHED	X
INSURANCE CERTIFICATE(S) ATTACHED	V_x
LEGAL DESCRIPTIONS BEEN RECEIVED AND CHECKED	X
OTHER COMMENTS	
PROVIDE TWO (2) COPIES OF COMPLETED APCR AND ATTACH TWO (2) CO	DPIES OF AGREEMENT TO BE SIGNED
DATE RECEIVED 12-8-09 APCR No 575-09	DATE ROUTED 12-8-09
LAW DEPT RETURN TO CITY RECORDER	DATE 12/01/99
CITY MANAGER	DATE /2/10/09
ACTION RECORD	2006 \67
17/7	ORDINANCE NO 2009-261
MAYOR/CITY MANAGER/DEPT HEAD EXECUTION DATE CITY RECORDER COMPLETION DATE 12/2	109
CITY RECORDER COMPLETION DATE	Piros.

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RAILROAD PARK AGREEMENT

THIS AGREEMENT made and entered into this 23 day of December, 20 09 by and between the City of MEDFORD, an Oregon municipal corporation hereinafter know as "City", the SOUTHERN OREGON CHAPTER OF THE NATIONAL RAILWAY HISTORICAL SOCIETY, an Oregon non-profit corporation, hereinafter known as "THE SOCIETY", the SOUTHERN OREGON LIVE STEAMERS, an Oregon non-profit corporation, hereinafter known as "THE LIVE STEAMERS", the ROGUE VALLEY MODEL RAILROAD CLUB, an Oregon non-profit corporation, hereinafter known as the "THE MODEL RAILROADERS", and the SOUTHWEST OREGON LARGE SCALE TRAINS, hereinafter known as "THE LARGE SCALERS"

PREAMBLE

The purpose of this agreement is to continue the development and use of the Medford Railroad Park which began under an agreement dated April 11, 1979, between the City and The Society The Society has acquired considerable railroad and steam-era artifacts and has developed display trackage and other educational display areas

The Live Steamers, as well as The Society, have developed their area in accordance with the previous agreement and in the last ten years have added more trackage, switches, and development targeted for public educational and recreational benefit

The Model Railroaders have completed the model railroad display and meeting building as proposed in the agreement of March 24, 1989

The Large Scalers have completed a landscaped outdoor layout targeted for public recreational benefit

The City of Medford Parks and Recreation Commission and the Parks and Recreation

Department have assisted Southern Oregon railroad hobbyists to create a public park for the education and participation of all citizens. The City has established a paved parking lot and a picnic area that has

fairly constant use in suitable weather during the year, planted trees on one-fourth of the perimeter, and installed an irrigation system. This agreement will provide for the further development and use of Railroad Park over the next ten years.

The intent of this agreement is to provide a railroad theme park for public recreation and education at a relatively low cost to the City by utilizing the services, equipment and materials voluntarily provided by The Society, the Live Steamers, the Model Railroaders and the Large Scalers

THE PARTIES AGREE AS FOLLOWS:

- The City hereby authorizes The Society, the Live Steamers, the Model Railroaders, and the Large Scalers to use the City park land described in attached Exhibit A in the manner and for the purposes set forth herein. This agreement shall be for a term of ten (10) years. This agreement may be terminated by the City at any time upon ninety (90) days' written notice if the City Council reasonably determines that the other four entities have not substantially complied with their obligations under this agreement. Upon receipt of notice of determination, the entities shall be entitled to appear before the City Council at a regular meeting and show cause why this agreement should not be terminated. All artifacts, displays, equipment, railroad track and other personal property on the site furnished by the groups shall remain the property of the individual entities. All permanent buildings and fixtures shall remain the property of the City. Upon termination of this agreement, or upon its expiration if not renewed, the four entities shall remove all their property from the site within a period of six months. The four entities shall furnish the City a current certificate of insurance evidencing such coverage and providing for notice to the City of cancellation.
- During the term of this agreement, the four entities shall maintain in force, at their expense, a policy of public liability insurance naming the City of Medford as an additional insured along with the participating railroading organizations and their members, covering their construction activities, moving of equipment and displays, and operation of passenger hauling scale-model

trains at the railroad park and having at least the following limits of coverage

Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The following minimum limits are required. General Aggregate-\$1,000,000, Products/Completed Operations Aggregate-\$1,000,000, Personal & Advertising Injury Aggregate-\$1,000,000, Each Occurrence-\$500,000 "The City of Medford and its officers, employees and agents while acting within the scope of their duties as such" shall be named an additional Insured

The four entities shall furnish the City a current certificate of insurance evidencing such coverage and providing for notice to the City of cancellation

- This agreement shall_not_be_construed to_create any leasehold interest in or by an entity. The Railroad Park shall be and at all times remain a public recreation facility of the City of Medford and any benefits to the participating organizations to pursue their hobbies shall be incidental to this primary purpose. Donations and/or nominal admission charges may be solicited to defray the costs of operations subject to the approval of the Medford Parks and Recreation Commission.
- 4 The Society shall have the following privileges and responsibilities
 - The Society may continue to refurbish, as much as practical, the "4-Spot", the Willamette locomotive donated to the City by the Medford Corporation and transferred to the Society by the City in September, 1997
 - b The Society may continue to restore and open for display other full-sized cabooses, cars, and other railroad displays as acquired
 - The Society will continue to maintain and operate a telegraphy demonstration on the previously established sites in the Railroad Park. These sites are connected by means of a wire hung on insulators on poles. The connecting wire will be maintained at a minimum of 15 feet above ground level. The circuit and the instruments will be inaccessible to the public and for operator use only
 - d All operations, additions, and displays shall be subject to approval by the Medford Parks and Recreation Department

- a Live Steamers may continue to add trackage and supportive appurtenances to develop the entire area for the educational benefit of all citizens
- b In cooperation with The Society, the Live Steamers may work toward constructing and erecting the crossing and semaphore signals and other railway paraphernalia
- c The Live Steamers, in cooperation with the Society, may develop the "settling tank" for the agreed best use
- d The Live Steamers, in cooperation with the Society, may continue to use the "pump" house as a storage and work area
- e The Live Steamers, in cooperation with The Society, may construct accessory buildings as needs develop with prior approval of the Parks and Recreation Department
- f Live Steamers, in cooperation with The Society, may develop parking, picnic, and rest areas within the park in cooperation with the Parks and Recreation Department as their funding and materials permit, and
- Live Steamers shall provide train rides for the public at least two days per month, seven months per year, April through October. In addition, the Live Steamers will provide train riding and depot picnic area services for private parties (e.g. birthdays, school groups, church picnics, senior citizen groups etc.) on any other day of the week, except public run days from April through October. The schedule of operations shall be subject to approval by the Parks and Recreation Director.
- The Model Railroaders shall have the following privileges and responsibilities
 - a The Model Railroaders will continue to use the building constructed by them, on the park site, for the model railroad operating display layout and a conference or meeting room
 - b The Model Railroaders will allow The Society, The Live Steamers, and The Large Scalers to hold their regularly scheduled meetings in this building
 - c Use of this building will be regulated by the Model Railroaders, within the general

limits of this agreement. The building will be open to the public for viewing of displays at least two days a month, April through October, for four hours per day. The Model Railroaders shall provide security for their equipment and displays in the building. The schedule of public operation shall be subject to approval of the Director of Parks and Recreation.

d The Model Railroaders may construct accessory buildings as needs develop with prior approval of the Parks and Recreation Department

7 The Large Scalers shall have the following privileges and responsibilities

- a The Large Scalers will construct a landscaped outdoor layout or other appropriate model display. These layouts will be developed in cooperation with The Society, the Live Steamers, and the Model Railroaders
- b The Large Scalers in cooperation with The Society, the Live Steamers, and the Model Railroaders may construct accessory buildings as needed with prior approval of the Parks and Recreation Department
- c At this time, it is not the intent of the Large Scalers to build or otherwise raise a building to be used as a place to house a layout
- The four railroading groups may provide a full-time caretaker to live on the site in quarters constructed and maintained by the railroading groups
- As development progresses, the City will provide necessary utilities to sites and structures. The City will provide landscaping, irrigation, plants, grass seed and other related items subject to availability of materials and funding
- All development plans are subject to the discretionary approval of the Parks and Recreation

 Commission Approval of other City boards or departments shall be obtained as required by

 ordinance or other applicable law No construction shall commence until necessary approvals are

- In the event that it becomes necessary to relocate the Railroad Park as the result of highway construction, the City agrees to the following
 - The City will be an advocate of the Railroad Park and will work to obtain State and Federal funds to replace the existing Railroad Park with comparable facilities. This includes all landscaping, grading, buildings, railroad structures (bridges and tunnels), and other appurtenances. This should include sufficient funds to cover all City administrative, development, and engineering costs without impacting the ability to construct a comparable facility.
 - b Planning and development of any replacement Railroad Park will be in cooperation with the Society, the Live Steamers, the Model Railroaders and the Large Scalers
 - All State and Federal funds provided to replace buildings and other structures constructed originally by volunteers of the above organizations will be dedicated to the construction of equivalent (comparable in size and construction type) structures and will not be used for other park development
 - d The construction of equivalent structures may be accomplished in one or two ways
 - The City may arrange to have equivalent structures constructed working in cooperation with the affected organization regarding design and location
 - The City (or ODOT) may provide the funds for the construction of the replacement structures directed to the affected organizations in the form of a grant so the organizations may arrange for the construction of the facilities at the new Railroad Park location
 - e Any Permanent Buildings or structures and fixtures shall become the property of the City

IN WITNESS WHEREOF, the City, the Society, the Live Steamers, the Model Railroaders and the Large Scalers have caused this agreement to be executed for and on their behalf by their duly

authorized officer(s) on the day and year first above written

CITY OF MEDFORD Mayor, City of Medford SOUTHERN OREGON CHAPTER OF THE NATIONAL RAILWAY-HISTORICAL SOCIETY-----SOUTHERN OREGON LIVE STEAMERS ROGUE VALLEY MODEL RAILROAD CLUB SOUTHWEST OREGON LARGE SCALE TRAINS

RAILROAD PARK SCALE = 100' لم إ MINI-TRAIN PARK

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								411 W 8th ST Room 225 Medford OR 97501					AUTHORIZED REPRESENTATIVE

ACORD, CERTIFICATE OF LIABILITY INSURANCE						ATE (MM/DD/YYYY) 07/31/2009			
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1		Medford Parks and Recrea	tion	EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL					
		Attn.: Ann Gordon		30_DAYS	30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.				
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©ACORD CORPORATION 1988

MAY 27, 2009

Fire Policy Status

B Ph. (541)779-8145

ROGUE VALLEY MODEL RAILROAD FIRE Policy: 97-BR-4007-0 F Yr issd: 1989

CLUB INC Xref: PO BOX 1362

MEDFORD OR 97501-0102 Location: CITY OF MEDFORD RAILROAD PARK

MEDFORD OR 97501

Term: CONT

Type: BUSINESS - MISC Renew date: FEB-20-10

Coverage information Premium: 1,007.00

A-BUILDING 202700 B-BUSN PROP 22900 C-LOSS INC ACT LOSS

L-BUSN LIAB 500000 Amount paid: 1007.00

GEN AGGREGT 1000000 Date paid: JAN-22-09 PCO AGGREGT 1000000 Bill to: INSD

M-MEĎ/PERSN 10000

Prev prem: 1,185

Prev risk: 192,100

Deductibles applied: 500 ALL PER OTHER DED MAY APPLY

Messages: YRBUS \$ 68 /RENYR \$ 129 BLDAGE-SEEFILE/CHR C 20.0%

Year built: 1992 Constr: FRAME

Zone: 64 Sub zone: 02

Move-in: W Entry: MAR-08-95 FMP seg: 99

Fire Policy Status

ADDL INSURED - SECTION II
CITY OF MEDFORD
ATTENTION PARKS AND RECREATION
8TH & OAKDALE
MEDFORD OR 97501
ADDL INSURED - SECTION II
MEDFORD ARMORY
EVENT LEASING OFFICE
1701 S PACIFIC HWY
MEDFORD OR 97501-7914

PROPERTY LOCATIONS

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DECEMBER 08, 2009

Fire Policy Status

B Ph. (541)773-5889

FIRE Policy: 97-EN-2812-0 F Yr issd: 2004

Xref:

SCALE TRAINS PO BOX 8361

97501-0661

Location: 222 TABLEROCK RD

MEDFORD OR

97501

Term: CONT

Type: BUSINESS - MISC

Coverage information

SOUTHERN OREGON LARGE

A-BUILDING 6500 Renew date: DEC-31-10

Premium: 325.00 Written date: DEC-06-04

B-BUSN PROP 1400 -C-LOSS-INC-ACT-LOSS- -- --

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325.00 Amount paid: Date paid: NOV-17-09

Bill to: INSD

Prev prem:

300

Prev risk:

MEDFORD OR

1,400

Deductibles applied: 500 ALL PER OTHER DED MAY APPLY

Messages:

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Year built: 1977

Constr: FRAME

Zone: 64 Sub zone: 02

Move-in: N Entry: JAN-11-05 FMP seg: 99



DECEMBER 08, 2009

Fire Policy Status

ADDL INSURED - SECTION II
CITY OF MEDFORD PARKS &
RECREATION DEPT
411 W 8TH ST UNIT 225
MEDFORD OR 97501-3105

PROPERTY LOCATIONS

LOC CMPX ADDRESS LIABILITY STCLS BLD AMT CONTENTS PREMIUM **EXPOSURE** LIMIT PREMIUM 222 TABLEROCK RD 001 MEDFORD OR 97501 913 6500 1400 187 50 500000 138