

From: [J.Stembridge](#)
To: [CityRecorder](#)
Subject: Written Testimony for City Council Meeting on Monday 62424
Date: Sunday, June 16, 2024 8:42:26 PM
Attachments: [City Council Written Testimony 62424.pdf](#)

Thank you for distributing my testimony to the Mayor and City Council,
Sincerely,
Joan Stembridge

Salem City Council Meeting June 24, 2024

Mayor Chris Hoy, and the Full Council Membership

Thank you for the opportunity to comment on the Proposed Amendment and Restatement of an agreement between the City of Salem and Willamette University for use of Spec Keene Stadium, McCulloch Stadium and Bush's Pasture Park.

We, the undersigned residents of Salem and nearby communities are strongly opposed to moving forward with this proposed change in how Bush's Pasture Park will be used going forward.

The crux of the amendment and restatement of the agreement is this: Willamette University wishes to expand its footprint further into Bush Park for the sole purpose of leasing the baseball stadium to a commercial enterprise. And, that private business will essentially control the usage of Bush Park for a minimum of 27 evenings in June, July, and August, when the park is at its highest use by the public.

Willamette University(WU) was recently gifted with \$3 million of public money to "enhance opportunities for Salem youth to play baseball and softball". Willamette University said it needed that public gift primarily for the purpose of installing artificial turf. Willamette University now has that money and can use it to install artificial turf, "to enhance the opportunities for Salem youth to play baseball and softball". WU got what it asked for.

The only reason now for WU to encroach further into Bush Park is to provide the amenities needed to have a for-profit baseball business call Bush Park its home.

We, the signers of this document, believe 4 documents need to be reviewed.

1. The Salem Cultural Landscape Management Plan
2. The Deed that created Bush's Pasture Park
3. The Pre-Application Plan between Willamette University-City of Salem-Salem Baseball filed in December 2023
4. The 1982 Agreement between the City of Salem and Willamette University

1. Salem Cultural Landscape Management Plan (CLMP) adopted by the City of Salem on 9/21/21

- The 4 Major Goals (Executive Summary i)

Deliver an enriching park experience for Salem residents centered on the cultural landscape

Build awareness, understanding, and appreciation of the significance of this landscape to the Indigenous People of this area

Support and protect the legibility of the historic character of the park

Enhance the ecological health of the Oregon white oaks, camas, wildflowers and Pringle Creek

- The Vision Statement (p2)

Protection and enhancement of oaks, wildflowers, and Pringle Creek

Natural exploration

Active play

Family gatherings

A sense of history

Areas for reflection

*Neither the 4 Major Goals nor the Vision Statement are even remotely compatible with expanding Willamette University's footprint further into Bush Park to **provide a home for a commercial baseball franchise.***

- Intensive Engagement of Community Members (Table 2, p 49) of the CLMP

350 respondents said they valued the following top 5 activities:

Walking (78.8%)

Viewing Gardens/wildflowers (52.5%)

Salem Art Fair (32.6%)

Relaxing (23.7%)

Dog walking (22%)

Number 13 of 14 total choices was Watching/playing baseball (1.3%)

The public has weighed in, and there is a clear message to us all: the public wants the park to be respected as a public park for the entire community to enjoy; not a professional baseball venue.

- Overall Management Guidelines (p58) in the CLMP

Maintain and protect the historic spatial organization, patterns, and character of Bush Park

Maintain ecological health and resiliency of the cultural landscape

Consult the Tribes on how to incorporate traditional cultural practices into White Oak and camas field restorations

Support and advance a varied set of recreational activities across the park

Management activities and decisions should protect and preserve the contributing resources of the site and be compatible with adjacent historic portions of the Gaiety Hill Neighborhood and respect the deed restrictions.

*Clearly the overall Management Guidelines **do not** encourage having a commercial baseball program take priority over public use of the park by individuals and families.*

At a minimum, please consult the Tribes and the Gaiety Hill Neighborhood, as the Guidelines recommend, prior to moving forward.

And, looking at the above guideline of “advancing a varied set of recreational activities across the park”, **please do not** subvert the guideline to read “a private commercial enterprise is to take priority over all other uses of Bush Park.”

The Parks Planning Manager, Mr. Romanek, suggests you can consider the above CLMP Goals, Vision, and Overall Management Guidelines as mere “suggestions” that do not need to be “strictly adhered to”. Nothing could be further from the intent of the CLMP. The CLMP was carefully created, for this exact purpose! The CLMP is the guide on how to preserve the public treasures of Bush Park and Deepwood Estate Gardens for the ages. We, the undersigned urge you to follow the CLMP and reject the notion that Bush Park is to be “sold out” to a business.

2. The Deed: The 1917 document created Bush’s Pasture Park as a public amenity in the heart of Salem for public enjoyment. The deed says the “property shall be solely used by grantee for public park and playground purposes, and for such uses incidental thereto as are public in nature.”

Nowhere in the deed is it possible to find even a shred of encouragement to think the Bush Family intended for a commercial baseball franchise to take up residence in Bush Park. Or any other type of commercial business for that matter, as it says “and for such uses incidental thereto as are public in nature”. The additional encroachments requested by Willamette University are **not** for public use, they are for the purpose of leasing the stadium to a **private** business. And, please do not equate the non-profit Salem Art Association or Salem-Keizer School Relays uses of Bush Park for singular events with a for-profit baseball franchise planning to lease the stadium for a minimum of 27 evenings during the summer months.

3. The Pre Application filed with the City of Salem on 4/10/23 (23-24/23-106633-PA)

Serious questions arise.

This request by Willamette University appears to violate the section (205.025) that prohibits creating “non-conforming units of land or development” . (Having a private business take up residence at Spec Keene Stadium would clearly be a non-conforming unit of land within the confines of Bush Park.) This section also prohibits anything that would violate the deed.

This request of Willamette University appears to violate the zoning for Bush Park. Bush Park is zoned Public Amusement (SRC 540.000). The Public Amusement zoning allows for a Major Entertainment Event, such as the Salem Art Fair, but restricts Commercial Entertainment Outdoors. Having Willamette University lease the stadium to a commercial business a minimum of 27 times during the summer months, is not a Major Entertainment Event. Any reasonable person can clearly see the commercial baseball business is indeed Commercial Outdoor Entertainment, which appears to be prohibited.

4. The 1982 Agreement between the City of Salem and Willamette University

In 1982, the City of Salem allowed Willamette University to further encroach into Bush Park by enlarging John Lewis Field in the north-east direction, and the expansion of the bleachers in the south-west direction. And the City paid \$5000 for new fencing around the enlarged footprint.

Yes, in 1982, Willamette greatly expanded its use of Bush Park public land and is now asking for a much smaller parcel at this time.

There is one dramatic difference between the 1982 Agreement and this 2024 request. It is not a mere “restatement” of the previous agreement.

In 1982, the encroachment was granted for the purpose of enhancing the experience of Willamette University athletes and fans, and secondarily to increase the usage of the facility by local recreational groups such as Babe Ruth, American Legion, and Little League teams. All the named local athletic groups were/are non-profit, amateur youth organizations.

WU’s current request is not required to provide Salem-Keizer Schools with an artificial turf field. Not at all. Because Willamette University has \$3 million of public monies to lay down that turf. And once the turf is down, WU can offer the public schools usage of their upgraded field.

What makes this 2024 Agreement different from the 1982 Agreement **is the purpose of the request.**

This request to expand Willamette University further into Bush Park is solely to enable a commercial baseball business to move into Bush Park.

- Likely forcing out many local families and individuals from enjoying their public park and creating enormous traffic congestion during evening hours.
- Likely violating City Zoning
- Without Tribal or Gaiety Hill Neighborhood formal approval
- Clearly violating the Overall Management Guidelines of the CLMP
- Most assuredly violating the intent of the deed from the Bush Family
- Ignoring that there is a commercial stadium available (Volcanoes), and ignoring the possibility of upgrading Chemeketa Community College field, both of which have ample parking.

We the undersigned thank you for your public service, and respectfully ask you to reject this Proposed Amendment.

Joan Stenbridge, Ward 2
Chris Shoji, Ward 2
Gary Pederson, Ward 2
Janet Schneider, Ward 2
Jane Manning, Ward 1
Christine Ertl, Ward 2
Valorie Freeman, Ward 2
Sarah Rohrs, Ward 1
Pete Sequeira, Ward 2
Robert Monson, Ward 2
Walter Benson, Ward 2
Don Outland, Ward 7
Tambi Hurd, Ward 2
Gale Charles Strong, Ward 2
Patricia Deminna, Ward 2
Deborah Ehlers, Ward 3
Lynn Cardiff, Ward 6
Christine Chute, Ward 2
Lynette Willcox, Ward 2
Janet Adkins, Ward 1
Connie Sims, Ward 2
Susan Tribotti, Ward 3
Margaret Thompson, Ward 8
Meera Kreitzer 97304
Sara Shatto, 97392
Julie DeMarco, Ward 2
Len Lingo, Ward 2
Josephine Hockenhuil W 2
Theodore D Young Ward 2
Jo Ann Elizabeth Siebert W 8
Joanne Stern Ward 8
Joan Graves Ward 8
Ruth Holme Ward 8
Leslie Zeigen Ward 8
Ann Little Ward 7
Mary Fitzpatrick Ward 2
Nan Rittall, Ward 8
Kathleen West Ward 2
Cindy Rasmussen 97392
Janet Neuburg Ward 2

Dan Simmons, Ward 2
Deborah Emery, Ward 7
Kathy Rowell, Ward 1
Rob Kimmich, Ward 2
Gene Fewx, Ward 1
Dawn Banks, Ward 3
Jeanette Keating, Ward 2
Michael Pollard, Ward 4
Laurie Sequeira, Ward 2
Cheryl Randal, Ward 2
Carlene Benson, Ward 2
Lynn Albright, Ward 4
Joel Martin, Ward 3
Sarai St Julien, Ward 2
Roger Deminna, Ward 2
Nadene LeCheminant, W 2
Mary Anne Spradlin, Ward 1
Noor Chakravarty, W 5
Bonnie O'Connell, W 4
George Adkins, Ward 1
Randy Fishfader, Ward 2
Robert Tribotti, Ward 3
Roz Shirak, Ward 2
Ellen Stevens, Ward 8
Trudee Carter, Ward 2
Grace Smith, Ward 3
Christine Young Ward 2
James Hockenhuil W 2
Georgienne P Young W 2
John Schoon Ward 8
Bobbie Dolp Ward 8
Lee Graves Ward 8
Betsy Belshaw Ward 8
Cathy Pozar Ward 2
Nancy Lindburg Ward 7
Alice Phalan Ward 2
Marion Perry Ward 8
Nancy L Sanchez W 2
Marnie Jeffers Ward 8
Stephen M Sanchez Ward 2

Tom Shoji, Ward 2
Eric Shuman, Ward 7
Joyce Huff, Ward 8
Peter Bergel, Ward 2
Walter Perry, Ward 2
John Hofer, Ward 2
Corey Keating, W 2
Patrice Pollard, W 4
Patricia Monson, W 2
Sylvia Strand, Ward 2
Kathy Outland, W 7
William Vogt, Ward 2
Bill Dixon, Ward 7
Pat Dixon, Ward 7
Robert Ehlers, W 3
Bill Hayden, Ward 1
Angela Gross, W 6
Ann L Lovejoy, W1
Roberta Cade, W 1
Herb Sims, Ward 2
Bob Muir, Ward 2
Kim Davis, Ward 4
Ron Speck 97304
Sharon Miller, W 2
Molly Dinsdale W 2
Kathy Lingo, W 2
Susan Miller W 2
Susan Ableby W 2
Claudia Howells W2
Charile Weyant W 8
Tom Stevens W 8
Clare Diess Ward 8
Bob Zeigen W 8
JoAnn Ahmed W 2
Karen Runkel W 2
Evan White, Ward 8
Sue Everly Ward 7
Bob Rossi Ward 1
Mady Kimmich W 2
Hans West Ward 2

From: [Roz Shirack](#)
To: [CityRecorder](#); [Linda Nishioka](#); [citycouncil](#)
Subject: Proposed Agreement Between City of Salem and Willamette University
Date: Monday, June 17, 2024 5:19:01 PM
Attachments: [61324 SPRAB Testimony.docx](#)

I am sending you comments that I sent earlier to SPRAB for its June 13, 2024 meeting. Thank you for your consideration.
Roz Shirack

Begin forwarded message:

From: Roz Shirack <rozshirack7@gmail.com>
Date: June 12, 2024 at 12:36:41 PM AKDT
To: salemparks@cityofsalem.net
Subject: Proposed Agreement Between City of Salem and Willamette University, SPRAB June 13, 2024, Agenda item 4.a.

I ask the Board to not endorse the proposed agreement between the City and Willamette University, because it lacks specificity and any provision for accountability by Willamette University.

Please see my comments attached.

Thank you for your consideration.

Date: June 12 2024

To: Salem Parks and Recreation Advisory Board Members

From: Roz Shirack, Salem resident

Subject: Proposed Agreement Between City of Salem and Willamette University,
SPRAB June 13, 2024, Agenda item 4.a.

I ask the Board to not endorse the proposed agreement between the City and Willamette University, because it lacks specificity and any provision for accountability by Willamette University. Willamette University has not met its promises under the current 1982 agreement to allow community youth groups and Salem-Keizer School District to use John Lewis Field, for many years, perhaps decades. Rob Passage noted at the April 11 SPRAB meeting that he has denied all requests from the School District and other groups in recent years to prevent added wear on the grass turf of John Lewis Field. But the University knew the degree of use-impact on grass turf when it signed the 1982 agreement. Rob has also noted that an improved artificial turf field could be available to others maybe one day a week. But during the Bearcat's baseball season (February to May) home games are scheduled any day of the week, including weekends.

The staff report includes no information that documents the number of times the University allowed the City, the School District, or other community youth groups to use its facilities under the current agreement. The current agreement states, "A specific schedule shall be developed by the City and by the University outlining all uses" and "shall be resolved in January of each year." The new proposed agreement does not include any similar statement to ensure a fair sharing of facilities. *Any agreement for shared use of University and City Park facilities should include an enforceable clause to ensure the sharing is fair and proportional.*

The proposed Agreement is premature because it is not based on a written and City-approved site plan of what the University wants to do with its stadium improvements.

Keene Stadium and John Lewis Field are unsuitable for Salem Baseball, a commercial baseball franchise, to use as its home field for summer night games. The intensity of use by Salem Baseball (SB) is not the same as Bearcat Baseball (BB):

- * SB has 27 games (2-3 games per week) in the busy summer months vs BB has 0.
- * SB has 27 night games vs BB has 0.
- * SB markets for 1,600 attendance per game vs BB has about 150 and seldom more than 250.
- * SB requires 500 parking spaces vs BB opponents and fans arrive in buses.
- * SB crowds out other summer park users vs BB season is February to May.

The fact that the University cannot accommodate Salem Baseball on its own property, plus Bush Park areas already encroached upon, illustrates how unsuitable that location is. In order to host Salem Baseball, the University wants to:

- Encroach further into Bush Park, and pave and fence the encroachment, destroying camas plants and oak tree roots, and excluding public park use of that strip of land.

- Not comply with the City's Cultural Landscape Management Plan, which seeks to conserve and enhance park resources, such as the camas and oak noted above.
- Overrun Bush Park's 420 parking spaces by the expected 500 cars (Salem Baseball's estimate). This would occur repeatedly for the 2-3 games per week throughout the summer months. The *possible* availability of parking on the University campus or in private lots is not a plan for handling the increase in vehicles competing for limited parking. The University's statement, "We don't anticipate any increase in demand for parking as compared to the days of other Willamette events" is irrelevant to parking demand expected for a commercial baseball league game.
- Violate the deed restriction that Bush Park be used for "public park purposes." The encroachment takes land out of daily public park use and puts it behind a fence as part of the stadium for use by ticket holders.
- Be exempted from the Park's closing time at sunset (9:02 pm at the latest on the summer solstice; 7:49 pm by late August) for hundreds of attendees leaving the stadium after 9 pm through a new south gate.
- Add 90-foot tall stadium lights, which violates the 70-foot maximum height in the PA zone.

There are other, better locations for a Salem Baseball home field. Chemeketa Community College (CCC) has none of the problems and liabilities of Willamette University's baseball stadium. It has plenty of parking and easy access off of I-5. CCC would welcome Salem Baseball's help in putting in an artificial turf field. Most importantly, the City has recognized that more recreational resources for youth are needed in northeast Salem (not central Salem). Salem-Keizer School District includes schools in Keizer and northeast Salem, which are much closer to CCC than to Willamette University.

Volcanoes Stadium already has artificial turf, a larger stadium and concession stand, plenty of parking, easy access off of I-5, and is surrounded by other commercial uses. Salem Baseball chooses to ignore that option, based on profit potential, but the fact remains there are other better locations for a commercial baseball home field than Willamette University.