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KEIZER PARKS & RECREATION ADVISORY BOARD **AGENDA**

Tuesday, December 10, 2024, 6:00 PM
Keizer Civic Center

1. **CALL TO ORDER**
2. **APPROVAL OF MINUTES**
 - a. October 2024
3. **APPEARANCE OF INTERESTED CITIZENS**
4. **NEW/OLD BUSINESS**
 - a. Carlson Skate Park ~ Presentation by Volunteers on Possible Future Projects
 - b. Update on the Gold Star Monument at Ryan J Hill Memorial ~ The City received unanimous support from the City Council for the Gold Star Monument. City Manager Adam Brown is working on the grant proposal and application for submission to the Oregon Parks and Recreation Department.
 - c. **Parks Reports:**
 - Mike Pantalone ~ *Northview and Country Glen*
 - Clay Rushton ~ *Bair and Chalmer-Jones*
 - Bob Shackelford ~ *Meadows and Bob Newton*
 - Chair Matt Lawyer ~ *Ben Miller and Mike Whittam*
 - All ~ Keizer Rapids Park
5. **STAFF REPORT**
6. **COUNCIL LIAISON REPORT**
7. **OTHER BUSINESS**

- a. **Parking Issue at the Keizer Little League Park ~ See paragraph 3(H) in the attached contract**
- b. **Next Meeting: January 14, 2025**

8. ADJOURNMENT

Reminders: **Next Board Meeting:**

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”



MINUTES
KEIZER PARKS & RECREATION ADVISORY BOARD
Tuesday, October 8, 2024
Keizer Civic Center

- 1. CALL TO ORDER** CALL TO ORDER – Chair Matt Lawyer called the meeting to order at 6:00 p.m. Attendance was noted as follows:

Present:

Matt Lawyer, Chair
Lisa Cejka, Vice Chair
Gwen Carr
Michael Pantalone
Bob Shackelford
Jill Gust

Youth Liaison Present:

Liam Stitt

Staff Present:

Robert Johnson, Parks Division Manager
Dawn Wilson, Deputy City Recorder

Council Liaison Present:

Councilor Kyle Juran

Absent:

Clay Rushton
Tanya Hamilton
David Loudon

2. APPROVAL OF MINUTES

- a. August Minutes** Lisa Cejka moved for approval of the August 2024 Minutes. Mike Pantalone seconded. Motion unanimously passed as follows: Cejka, Pantalone, Carr, Gust, Shackelford, and Lawyer in favor with Rushton, Hamilton, and Loudon absent.

3. APPEARANCE OF INTERESTED CITIZENS

- a. Proposed Keizer Public Art Policy Submitted by Tammy Kunz - GNEKNA** Tammy Saldivar, Keizer, provided some insight on the creation of a policy to reduce graffiti by having murals added to the parks and simply wanted the Parks and Recreation Advisory Board to know about it. Lisa Cejka asked the Planning Director Shane Witham about the codes if property owners wanted to paint something on their fences that faced a park. Mr. Witham said that it can't be a sign or advertisement. Other than that, homeowners could paint

whatever they wanted. Chair Lawyer requested that the neighborhood associations be involved in the conversations.

Tammy Saldivar, Traffic Safety, Bikeways and Pedestrian Committee Chair, asked about the parking issue at the Keizer Little League Parks when the fields are being used. Parks Director Robert Johnson suggested placing this topic on an upcoming Agenda for discussion because this has been an issue for many years. This Committee would like to know more detailed issues with the parking, such as traffic impact studies or police response information, in order to apply for a grant to correct the parking issue.

Hans Schneider, Keizer, suggested putting a time limit on the amount of play, numbering the pickleball courts one thru six, and installing a sign about no rollerblading or skateboarding on the courts. He also suggested limiting the play to one hour and that there could be beginner and intermediate courts. He felt that there shouldn't be any scheduling at the beginning and that the players would stop playing as a courtesy if there were others waiting to play. Carolyn and Phil Lackaff supported Mr. Schneider in his comments.

Joe Van Meter and John Robbins, Keizer, shared that they have about 150 people play pickleball with them. They would like to have some bleachers on the gravel side for observers of events and that the City could host tournaments. They want to keep the great relationship with the players of the various skill levels.

Mr. Johnson clarified that the rules included in the packet were examples to start the discussion on what Keizer wants. Mr. Robbins wants simple rules posted and likes West Linn's rules. He agrees with Mr. Schneider that the one-hour rule was important. The one hour would start when the game starts. There's no shade for that facility so they need some shade and suggested using the shade sails. He suggested allowing use of the Play Time Scheduler app but not for reserving the pickleball courts.

Chair Lawyer suggested that they apply for a parks grant for matching funds to purchase and install some bleachers and a pavilion for shade. Chair Lawyer suggested having additional, collective dialogue with the interested parties to create pickleball rules at the March meeting. Chair Lawyer suggested that Mr. Johnson craft the rules to protect the City's assets and include the one-hour rule. Mr. Van Meter highly recommended identifying the various levels of players to the courts and number the courts. There should be another discussion in a few months with some recommendations to establish more permanent facility rules. Mr. Johnson confirmed that donations and labor can count as the park's matching grant.

Cheryl Robbins, Keizer, asked about a date to open the courts. Mr. Johnson shared that the contractor asked for another extension to October 18th for the courts to be finished. The completion date would be posted on the City's

website.

4. NEW/OLD BUSINESS

a. Parks Reports:

Mike Pantalone ~ *Northview and Country Glen*

Mike Pantalone reported that *Northview* looked good | *Country Glen* looked great and there wasn't any graffiti. There was a mole or gopher problem.

Clay Rushton ~ *Bair and Chalmer-Jones*

Bob Shackelford reported that *Meadows* looked awesome | *Bob Newton* looked great, and the alleyway on the West side was power-washed.

Bob Shackelford ~ *Meadows and Bob Newton*

Chair Matt Lawyer reported that *Ben Miller* has some trash since school started and using the parks | *Mike Whittam* had a lot of use.

Chair Matt Lawyer ~ *Ben Miller and Mike Whittam*

Lisa Cejka reported that *Keizer Rapids Park* was the most wonderful park.

All ~ *Keizer Rapids Park*

5. STAFF REPORT

a. **TURF FIELDS UPDATE**

Parks Director Robert Johnson shared that the turf fields grand opening was on October 1st and there was activity on the fields before the ribbon cutting. Folks were encouraged to visit keizerfields.org to make reservations.

The concrete slab surfacing should be done by Friday if weather allows and then some posts need top casts. Some wind, mesh-netting would also be added around the court.

The bump spots for tires were added.

Liam Stitt shared that the Traffic Safety, Bikeways and Pedestrian Committee offered to provide some bike racks for the parks. Mr. Johnson had some bike racks that can be installed in the parks, but there needs to be volunteers to install the racks.

6. COUNCIL LIAISON REPORT

Councilor Juran commented on the grant funding for the pavilion and preliminary work was needed for the Master Plan. Discussion on the Master Plan piece would be at an upcoming meeting.

7. OTHER BUSINESS

Chair Lawyer expressed appreciation for the world class facility with the ribbon cutting for the artificial turf fields that Mr. Johnson, Mr. Lawyer, and their staff's work to make this happen.

Chair Lawyer appreciated the Council adopting the resolution to support the grant funding for the Gold Star Monument and provided a draft flyer as part of the fundraising donations.

Chair Lawyer commented that on September 7th, there was a massive project at Wallace House Park. They had about 150 volunteers clean-up the park, and the park was now a cherished gem.

Lisa Cejka shared that the gentleman who previously brought up the fact that a definition was needed for small dogs needs to go to Council. Discussion ensued on enforcement being needed if additional rules should be created. Should this continue to be an issue, this could be discussed in the future.

**a. Keizer Rapids
Park ~ New
Pickleball Court
Rules**

**b. 2025 Parks Board
Meetings:**

- 1) There is a
Budget
Committee
meeting on May
13th - move the
meeting to May
6th or May 27th or
cancel it?**
- 2) Cancel the
Sept. 9th meeting
because of the
Parks Tour on
Sept.8th?**
- 3) Nov. 11th is a
holiday - move the
meeting to Nov.
18th or cancel it?**

There was a consensus to cancel the May, September, and November meetings in 2025. If there was a parks grant that needs approval in May of 2025, the Deputy City Recorder would notify the Chair to see about scheduling a May meeting.

Jill Gust would observe when Lisa Cejka reports to Council on October 21st.

8. ADJOURNMENT Meeting adjourned: 7:41 p.m.

Minutes approved: _____

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Proposed Improvements for the Carlson Skatepark

I. Executive Summary

This packet provides an overview of the community's proposed improvements to the Carlson skatepark in Kiezer, Oregon, specifically the installation of a covered structure over the mini bowl-providing the only covered skate able terrain for over 400,000 people, installation of low light pollution lights so the park can be used for a longer amount of time with minimal impact to the surrounding homes and the extension of the skatepark. These enhancements aim to improve the user experience, increase safety, and expand the facility's capacity to serve the community. There is broad public support for this project as evidence by the productive collaboration between The Keizer Parks Department and The KP Crew-A volunteer coalition that has put in hundreds of hours dedicated to the improvement of the skatepark.

II. Proposed Improvements

1. Covered Structure Over the Mini Bowl.

- **Objective:** To provide shelter for users from inclement weather, allowing for year-round use of the skatepark's mini bowl.
- **Location:** Over the mini bowl (labeled 1, and red in the below picture.)
- **Design Features:**
 - Weather-resistant materials (e.g., metal, polycarbonate).
 - Sufficient clearance for safety.
 - Aesthetic integration with the current skatepark design.
 - 60ft x 60ft

2. Skatepark Lighting

- **Objective:** To extend the time that the skatepark is usable in order to better accommodate patrons who work and have school during the day.
- **Location:** The perimeter of the skatepark (labeled 2, and yellow in the below picture.)
- **Design Features:**
 - low light pollution timed lights

3. Skatepark Extension

- **Objective:** To expand the skatepark to accommodate more skaters, scooters, and users, offering additional features like ramps, boxes, and banks.
- **Location:** The south location of the park adjacent to the "A Frame". (labeled 3, and black in the below picture.)
- **Design Features:**
 - Addition of new skateable terrain (a table ramp with a banked side, a box, and a small stair ledge on one side of the ramp, a spine ramp and an extra pump to the pump track).
 - Improved flow and safety zones.
 - Roughly 1,500 square feet

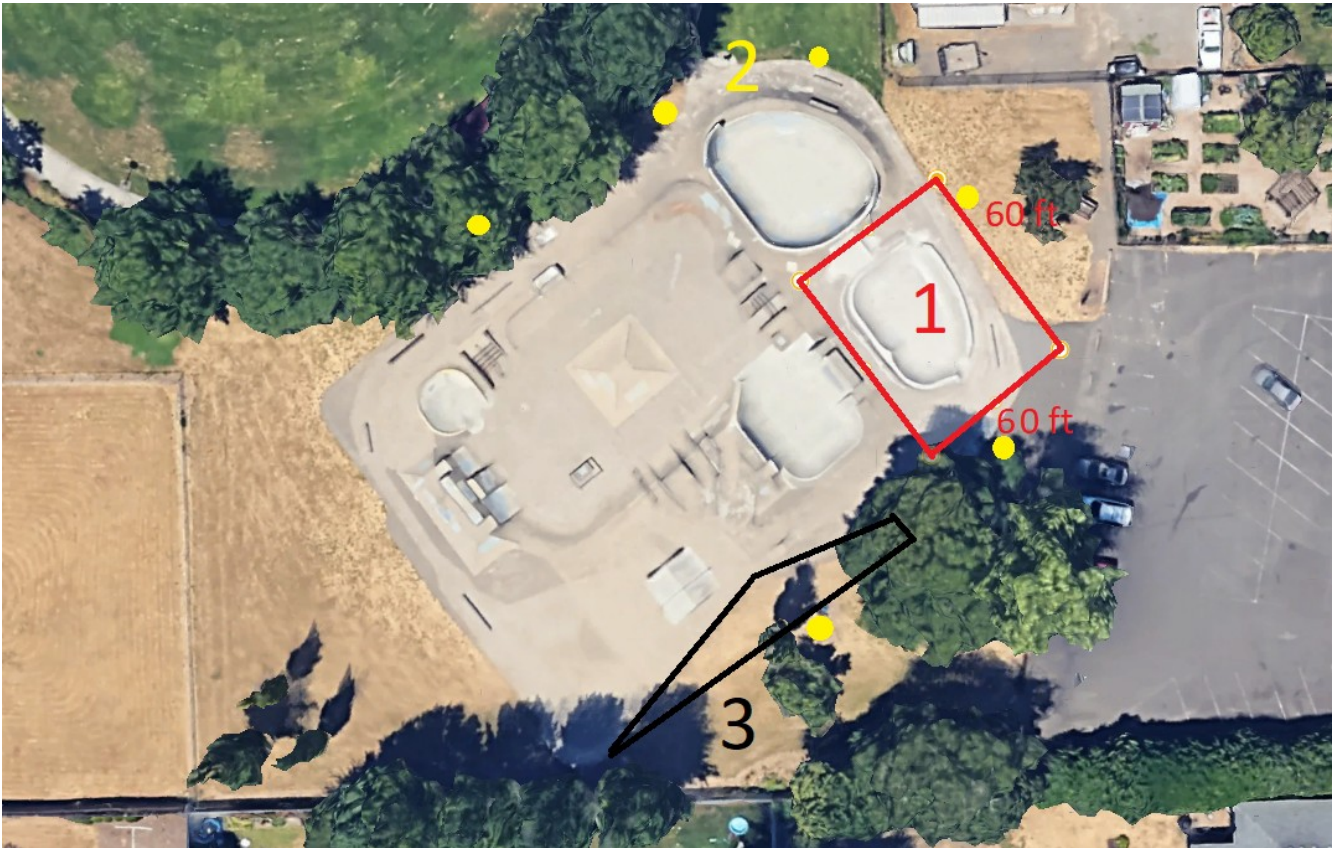


Figure 1: key of the proposed additions to Keizer skatepark

III. Purpose and Benefits

1. Increased Safety and Comfort

- A covered area will protect users from rain, sun, and wind, improving comfort and reducing the risk of injuries related to weather conditions (e.g., slippery surfaces due to rain).

2. Enhanced Community Engagement

- The skatepark is a central hub for youth and community recreation. With the extension, addition of lights and a covering, more participants will be able to use the facility simultaneously and for a longer period of time, increasing its capacity and fostering a larger sense of community. With the covering also providing a major attraction to the skatepark from other community's when it is raining.

3. Year-Round Access

- The covered structure ensures that the skatepark's mini bowl can be used throughout the year, which is something that is holistically lacking in the Salem/Keizer area. The nearest covered skate-able terrain is almost an hour drive away, meaning there is nothing local to the Salem/Keizer metropolitan area (containing more than 400,000 people) that is skate-able during the winter months, or when it is raining.

4. Expanded Capacity

- The skatepark extension will alleviate overcrowding, allowing for a wider range of skill levels and types of activities, which is essential for fostering talent development and inclusivity.

5. Economic Impact

- Increased use of the skatepark can drive more visitors to the area, benefiting local businesses. Hosting events and competitions at the expanded facility could also bring in revenue for the city.

IV. Estimated Costs and Funding Sources

1. Cost Breakdown

- **Covered Structure:** Estimated cost of \$250,000 for materials, labor, and installation.
- **Skatepark Extension:** Estimated cost of \$200,000 for design, construction, and safety features.
- **Lights:** Estimated cost of \$100,000 for materials, labor, and installation.

2. Funding Options

- Potential funding sources may include:
 - City budget allocation.
 - State or federal grants for recreational infrastructure.
 - Sponsorship opportunities from local businesses or organizations.
 - Crowdfunding and community donations.
- Continued use of volunteer labor for projects.

V. Timeline for Implementation

- **Phase 1 – Planning & Design:** [2 months]
- **Phase 2 – Approval & Procurement:** [3 months]
- **Phase 3 – Construction & Installation:** [4-6 months]
- **Phase 4 – Grand Opening/Community Event:** [2 weeks - 1 month after completion]

VI. Community Input & Support

- An Instagram survey conducted with local residents and skatepark users found strong support for these improvements, with all of the respondents in favor of all of these changes to the skatepark.
- Testimonials from local skaters, families, and event organizers are attached to show the community's desire for these upgrades.

VII. Considerations & Potential Challenges

1. Permitting and Regulations

- All proposed improvements will adhere to city zoning laws, environmental regulations, and any relevant safety codes.

2. Traffic and Parking

- The extended skatepark may increase traffic to the area. Plans will include assessment and discussion for improvements to the parking lot and pedestrian safety.

3. Environmental Impact

- The proposed design will include sustainable building materials and measures to minimize the impact on the surrounding area.

VIII. Conclusion

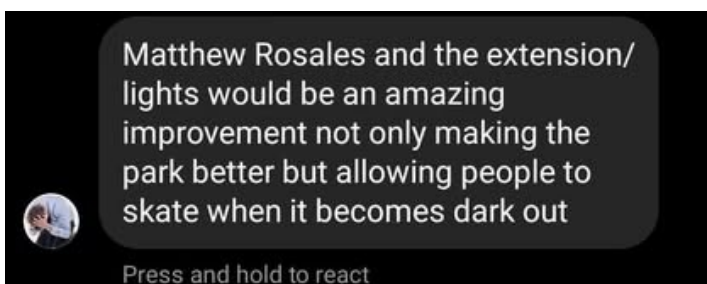
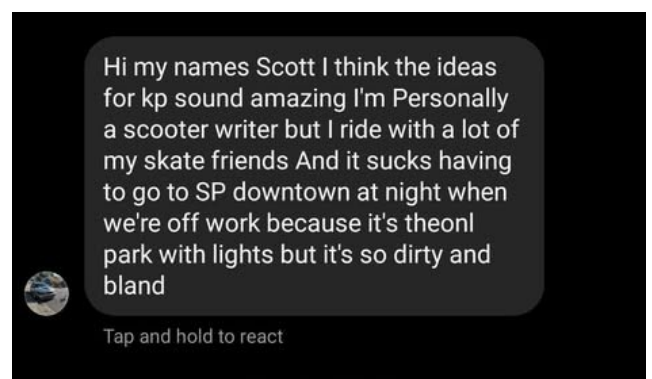
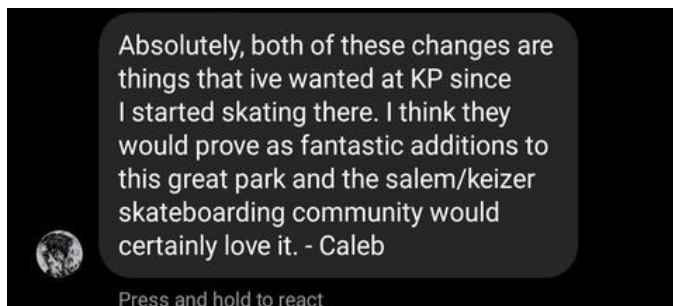
The proposed improvements to the Carlson Skatepark will create a more inclusive, accessible, and safer space for the community. These enhancements will not only support current users but will also attract more visitors, contribute to local businesses, and provide a hugely positive impact on the overall recreational infrastructure of Keizer.

We look forward to discussing these proposed improvements further and addressing any questions or concerns.

Attachments

- Testimonials from Local Users
- Conceptual Design Mockups

Testimonials:



Hi! My name is Carson Mays, and the Keizer Skatepark has had a major impact on my mental and physical wellbeing over the last year. Having a place to go exercise and connect with similar people socially is hard to find and helps the members of our community immensely. The proposed improvements on the park, especially the lights and the mini bowl cover, would mean the world to us. Being able to skate year round is a dream for every skater, and I think it would benefit many people's enjoyment and progression on their skate journey.



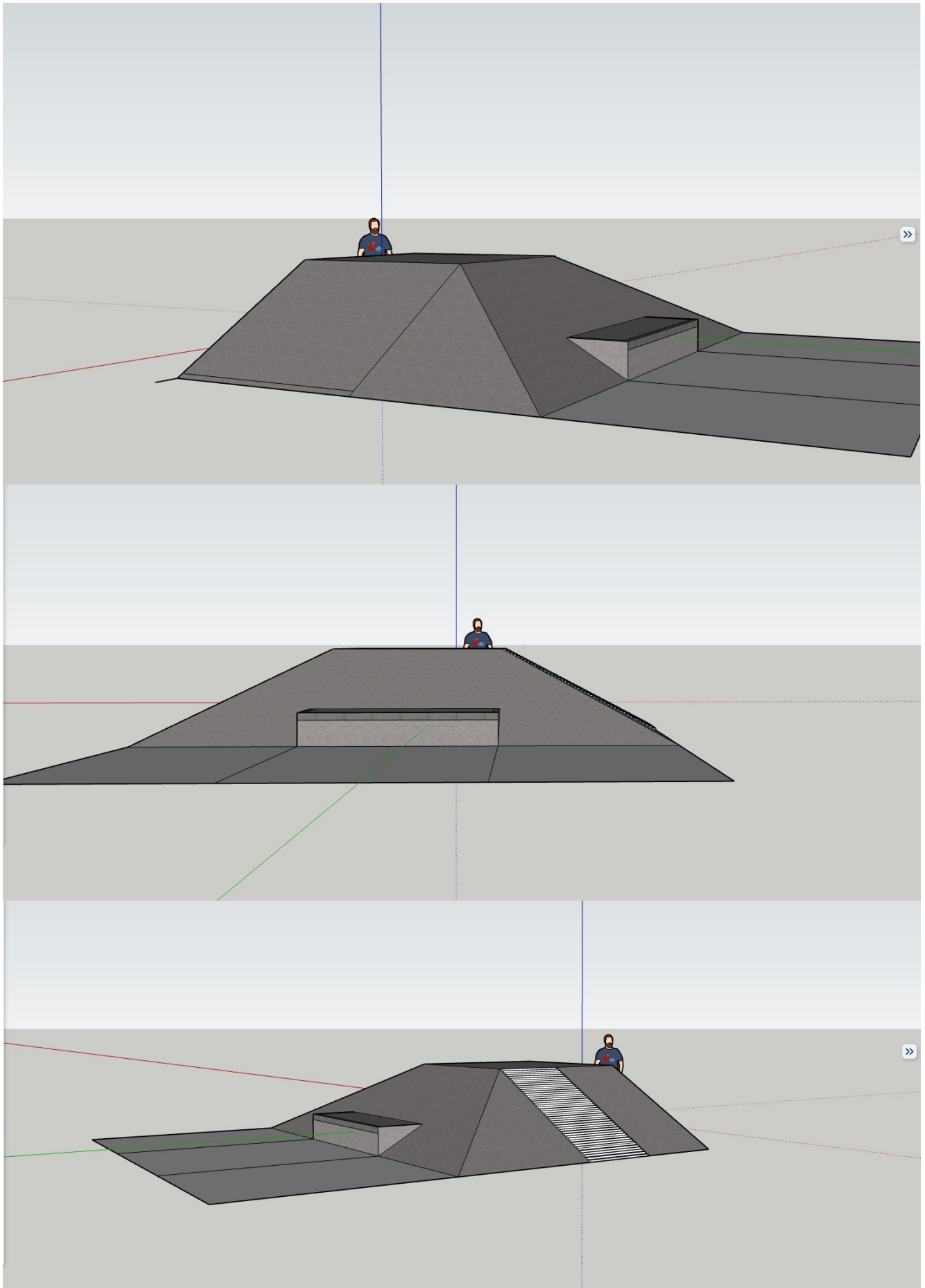
Hi my name is James Burgess, a skater that resides in Keizer. One of the biggest challenges the skate community faces in this area is the rain and darkness, we currently have no indoor or covered parks. This makes skating in the fall/winter a challenge and somewhat dangerous. We gotta resort to parking garages and undercover areas, most "spots" like this are areas/properties that people don't want us skating at. The revenue building even went as far as to put gates at the entrance of their parking garage. We don't wanna trespass and we don't want to break the law. All we want to do is skate every day all year long without slipping out on the rain or getting kicked out. I think a lot of the plans these guys have would really help the community! and keeps kids off drugs and on the boards during the colder seasons, thank you!



hell yeah i always leave around 5 because it's dark and it would be a great addition to be able to stake longer. and being able to skate mini rain or shine would be amazing. also new addition would be fun and switch it up a lil bit. -Nathan Colbert



Design mockups for the skatepark extension:



PARK MANAGEMENT AGREEMENT

PARTIES:

CITY OF KEIZER, an Oregon
municipal corporation

(hereinafter "City")

FOR THE LOVE OF THE GAME, Inc., an Oregon
not for profit corporation

(hereinafter "Manager")

RECITALS:

A. City owns real property and improvements located at 5245 Ridge Drive, Keizer, Marion County, Oregon consisting of approximately 15.4 acres and known as Keizer Little League City Park (hereinafter "Park").

B. City has need of services to administer all aspects involved with managing, operating, and maintaining the Park. These aspects include, but shall not be limited to, the following:

1. Operation of the park primarily as a youth recreation facility open to youth sports organizations and others on a basis that is fair and appropriate to ensure enjoyment of the park assets by all who wish to utilize them.
2. Proper functioning of all park operations necessary to serve the public safely and efficiently.
3. All concession sales or rentals of goods or services in the park and maintenance of the equipment or facilities in the park used for those concession sales or rentals.
4. Marketing the park's uses to all potential users
5. Maintenance activities, including replacement, servicing, cleaning, adjustment, and rehabilitation of parts and equipment consistent with prudent industrial practice, product specifications, design and manufacturer recommendations; custodian activities to keep the facility clean, free of litter, and ball fields in top notch playable condition.
6. Maintain proper accounting records.
7. Manage, operate and maintain the Park.

C. Manager desires to manage, operate and maintain the Park as a public resource, subject to Manager's use of the facilities as set forth herein.

D. This Agreement is intended to grant no property interest or lease rights to Manager, or any third party that may result in the loss of property tax exempt status of the Park.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

AGREEMENT:

1. Term. The term of this Agreement shall be from November 1, 2021 to October 31, 2031, or until this Agreement is terminated or renewed as herein provided. This Agreement may be renewed for two (2) five-year terms after review and acceptance of the proposed field fees, performance and provision of services. Any renewal shall be in writing and signed by the parties. The Manager's performance will be formally evaluated every two (2) years by the City Manager.

2. Improvements. Manager agrees that all improvements on the premises are the property of City and are considered to be part of the premises that is the subject of this Agreement. Manager further agrees that all permanent improvements made upon the premises by Manager or any other person or entity after the date of this Agreement become part of the premises and the property of City. City shall not be liable for any costs, or materials and/or labor associated with the initial construction work or improvements made to the premises or personal property included in the premises or for any future improvements made to the premises except as expressly agreed to in writing by City. Manager shall not cause or permit any change in Park layout, any modification, addition or deletion of any permanent improvements, or any action on the part of Manager or permitted by Manager that affects the Park without the prior separate written approval of City. Unless agreed otherwise in writing, City is not responsible for the costs of improvements, including without limitation, additional costs to comply with state or federal disability laws, except as required under Section 17. City reserves the right to make changes, additions and deletions with regard to any present or future improvements on the premises. If City chooses to make changes, additions or deletions with regard to the improvements, it shall give Manager ninety (90) days notice prior to the proposed change. The parties may, by mutual consent, waive that ninety (90) day period. City is not obligated to any specific project or funding unless City Council approval is granted.

In addition to any other improvements necessary for safety, Manager agrees to perform the following improvements prior to April 1, 2022:

1. Repair/replace bleachers that are broken.
2. Repair/replace safety netting as needed.
3. Repair/replace protective L screens as needed.
4. Repair open electrical outlets.
5. Fill open ditches and holes that are trip hazards.
6. Remove tree limbs that are hazardous.

Manager agrees to perform the following improvements prior to April 1, 2023:

1. Installation of security system as approved by the City Manager.
2. Repair/replace gutters and downspouts as needed.
3. Repair/replace rotting dugouts as needed.
4. Add side rail to bleachers as needed.
5. Rebuild pitching mounds in bullpens and fields as needed.
6. Install scoreboard on Field 7.
7. Paint the dugouts, concession stand, and restrooms.
8. Fix or replace the "batter's eyes" on all fields.
9. Install turf in the bullpens.
10. Upgrade the dirt and playing surfaces.
11. Rebuild and maintain the pitching mounds and bullpens.
12. Replace/upgrade press boxes.
13. Add an auxiliary concession stand.
14. Make Fields 9 to 12 available for multiuse such as soccer and lacrosse.

Manager agrees to perform the following improvements no later than April 1, 2026, assuming neither party has served notice as provided for in Paragraph 13 in this Agreement:

1. Resurface the fields as needed.
2. Upgrade scoreboards as needed.
3. Build new dugouts as needed.
4. Improve the field house.
5. Make a recommendation to City about lights for softball.
6. Replace back stops as needed
7. Remodel the current restroom as needed.
8. Clean lenses and replace bulbs on the junior field as needed.
9. Pave the gravel parking lot with City's assistance if approved by Council.

Manager shall provide a report to the City Manager and Council at the City describing the improvements completed during the previous year no later than March 31 each year.

3. Use and Conditions. Subject to the terms and conditions set forth herein, Manager agrees to manage the Park in its entirety for the term of the Agreement as follows:

- A. Manager shall ensure that the fields at Keizer Little League City Park are available for play by local youth by March 1st of each year. Authorized representatives of Manager and City will meet at the end of each season, but no later than November 30 each year, to review the overall management of the Park to ensure that the focus of the organization is on youth programming, facility enhancement, and field restoration and maintenance. Manager shall also provide a list of management contacts to City which shall be updated with the City within seven (7) days of any changes.

- B. Manager will maintain all Park scheduling oversight year-round. Manager shall be responsible to schedule all youth leagues (Ages 18 & under), tournaments and sports activities, as well as all other groups, including adult leagues and tournaments. Manager understands that at a minimum, regular youth league play must be available Monday through Thursday and scheduled in advance.

Manager shall supply the City with a season by season schedule for the park. Manager must allow reasonable access to the fields by any and all users subject to the above paragraph. Manager will provide the City a proposed field fee schedule for years after 2026 no later than October 1, 2025. Field fees shall be comparable to other public fields in the Salem-Keizer metro area. As used herein, "Keizer area teams" mean teams from leagues based in Keizer. Fees for the 2022-2023 seasons are as follows: For the 60' fields - \$40 per game for Keizer area teams and \$60 per game for other users; For the 90' field - \$60 per game for Keizer area teams and \$100 per game for other users. Fees for the 2024 - 2026 seasons are as follows: For the 60' fields - \$50 per game for Keizer area teams and \$75 per game for other users; For the 90' field - \$75 per game for Keizer area teams and \$125 per game for other users. The field fee shall be the Keizer area team fee, unless both teams are not Keizer-based league teams. Future field fees shall be approved by the City Council. Manager must allow reasonable access to the fields by any and all users subject to the provisions set forth herein.

- C. Any individuals not affiliated with groups or organized teams may use the Park or individual fields at any time the Park is open if such use does not interfere with the priority or reserved use, cause safety concerns, or cause undue wear and tear in Manager's reasonable discretion. Manager agrees that when the park is not scheduled for use, the park will operate as a public facility, open to any and all users.
- D. Keizer Little League Park may be open after sunset where fields are appropriately lighted from March 1 to October 31 Monday through Saturday. The Park will close and the lights will be off at 11:00 p.m. Other than the lighted fields, the Park shall close as specified in Keizer Park Regulations. No power equipment shall be operated at the Park between 10:00 p.m. and 7:00 a.m. Compliance with this condition does not exempt such activity from application of the Keizer Noise Ordinance.
- E. In order to provide better lines of communication for day-to-day concerns during the season, prior to April 1 each year, Manager shall provide City a supervision plan for each activity to be held in the park. Any updates or amendments to such list shall be promptly given in writing by Manager to City.

- F. Manager may develop volunteer opportunities for individuals and groups. All volunteers must be qualified for the particular volunteer project and may be required to undergo a criminal background check. Though not a requirement, one of the goals of volunteer labor is to reduce the cash outlay for field maintenance expenses, thereby reducing future field fees.
- G. Manager shall provide sporting equipment (except for individual player equipment) as needed and keep these items stored neatly when not in use.
- H. Manager will appropriately handle any and all matters related to parking for scheduled events.
- I. Manager will market and promote the park in a manner that is respectful of the community.
- J. Manager shall not form or sponsor any league or team that uses the Park.

Complaints from either members of the public, users of the Park or others shall be first submitted in writing to Manager. Complaints shall not be submitted to the City. Manager shall have a reasonable period of time to remedy or otherwise respond depending on the nature of the complaint. If the remedy or response is not satisfactory to the complainant, the complainant may request the City Manager or designee to review the matter.

Manager will promptly notify the City of any problem that Manager is not able to resolve so that the City can rapidly respond. However, notice to City does not waive any obligation or duty of Manager.

In the event of a dispute, the decision of the City concerning the use, operation or management of the Park shall be final and binding. The City reserves the right to make final determination on all policies and procedures relative to the operation and management of the Park. Manager shall have no right, without prior written approval of the City Manager, to use or authorize the use of the Park for any other purposes other than baseball, softball, soccer, football or other sporting events.

The City, acting through the City Manager, reserves the right, in its sole discretion, to cancel, terminate or interrupt any event, and cause one or more patrons to be dismissed during any event, if necessary to protect the public or property. However, no action shall occur without consultation with Manager. City shall not be liable to Manager or any third parties for any loss or damages by any such determination or action by the City Manager, or his/her designee taken in good faith for the benefit or protection of the City and the public generally, or the protection of the Park.

For matters that are on-going or are likely to recur, Manager may request ratification by the City Council of any actions by the City Manager, and may require any continuing actions by the City Manager to be approved formally by the City Council.

4. Maintenance. Except as noted below, Manager shall, throughout the term of this Agreement, at its own cost and without any expense to City, keep and maintain the entire premises, including all improvements thereto, in good, sanitary and neat order, condition and repair throughout the entire year. Manager shall immediately repair all safety issues as identified by the City or that are known or discoverable by Manager. Manager covenants and warrants that Manager will leave the premises in good, sanitary and neat order, to the reasonable satisfaction of City upon termination of this Agreement. City shall not be obligated to make any repairs or in any way maintain the premises at any time throughout the term of this Agreement unless City agrees to do so in writing.

Except as noted below, Manager shall be responsible for all field maintenance, including, but not limited to, mowing, lining the fields, raking the infields and warning tracks, fertilization, overseeding, and weed control. Notwithstanding the above, in the event a repair or maintenance is required by law only because the subject property is a City park and said repair or maintenance would not have been required if the property were owned by Manager, then the cost of such repair or maintenance shall be the sole responsibility of City. City shall transfer ownership of the initial mower to the Manager upon execution of this Agreement. Manager is responsible for all mower maintenance and replacement.

Manager shall strive to generate sufficient revenue to offset all costs incurred for the maintenance and repair of the park. All net revenue earned by Manager and generated directly from the use of the facilities shall only be used for operations, field maintenance and repair expenses, capital improvements, and other reasonable expenses of the Park. Maintenance includes, but is not limited to, the lighting system, scoreboards, bleachers, fences, backstops, and all other capital improvements.

5. Maintenance Standard. Manager agrees to perform all maintenance of the premises including all improvements and buildings, throughout the term of this Agreement during the term of this Agreement in a cost efficient manner. Such maintenance shall include the following:

- A. Supervision - Manager shall direct and guide the efforts and use of all maintenance workers, equipment and materials to manage the ball field complex and to maintain it in proper order and form. Any and all subcontracting, other than for the usual operational expenses such as routine maintenance, minor repairs and field work, by Manager must have prior written authorization by the City.

- B. Vandalism - Manager shall monitor and repair any and all vandalism to turf, water systems, "dugout" structures, other buildings, fencing, and other structures or facilities.
- C. Field Maintenance - Manager shall be responsible for all field maintenance, including, but not limited to, mowing, lining the fields, raking the infields and warning tracks, turf maintenance and overseeding. City will apply one (1) fertilization and one (1) weed control each year. Manager shall allow no cars or heavy equipment on the playing fields without prior written authorization of City staff.
- D. Water Systems - Manager shall maintain and repair the water system past the meters and irrigate as necessary.
- E. Structural - Except as noted below, Manager shall maintain, repair and paint as necessary all backstops, bleachers, dugouts, score keeping stands, fences, barriers, signs, parking lots, and buildings, structures, and permanent improvements. City shall only be responsible to repair or replace buildings, structures, and permanent improvements that are damaged or destroyed by fire or other hazard.
- F. Restroom/Portable Toilets - Manager shall maintain, repair and clean the permanent restroom facilities. Manager shall provide sufficient chemical toilets necessary to meet the needs of the park and shall be responsible for servicing the chemical toilets as needed. City to provide one year-round chemical toilet.
- G. General Housekeeping - Manager shall remove and dispose of all litter and garbage and keep the area in a clean and safe condition. Manager must have a plan in place to handle garbage for both tournaments and regular league play. In addition to the above, Manager shall at all times, during the term of the Agreement, maintain the premises, and all property and equipment brought onto the premises by Manager or used by Manager on the premises, in a safe condition. If at any time during the term of this Agreement it appears to City that any maintenance or repairs as outlined above are needed on the premises, City shall notify Manager in writing. City shall give Manager thirty (30) days to perform the requested maintenance or repair. If Manager fails to perform as required by City, City may do the necessary repairs or maintenance and any reasonable costs incurred by City shall be paid by Manager within thirty (30) days after written demand for payment has been delivered to Manager. Election by City hereunder to do the necessary repairs or maintenance and charge the cost to Manager shall not prohibit City from electing to declare Manager in default pursuant to the provisions of this Agreement. Nothing contained on this paragraph shall be construed to

relieve Manager of its responsibility for diligent maintenance as required under this Agreement.

- H. Damage. Manager shall immediately give notice to City of any and all damage or potentially dangerous situation, however caused. Such notice shall be given both by phone calls and emails to both parties below:

Bill Lawyer 503-856-3555 – LawyerB@Keizer.org
Tracy Davis 503-856-3412 – DavisT@Keizer.org

For after hour notifications, notice shall be given as outlined above, as well as phone call to 503-393-1608. City may change the above parties by giving Manager ten (10) days written notice.

Manager will promptly advise the City of any other problem that is not addressable by the Manager so that City can rapidly respond to these needs.

- I. Rain-Outs. Manager shall supply a rain-out telephone line and/or website to alert participants regarding canceled games and practices. Practices will not be allowed on fields in which games have been postponed due to wet or unplayable field conditions. Manager or designee will decide the playability of the fields utilizing players' safety considerations as well as turf viability considerations. All teams, without exception, are expected to comply with this decision.

6. Concessions. Manager must operate the food concession and/or other retail sales in the park subject to the following policies:

- A. Manager shall, at its sole cost and expense, develop, operate, and maintain a food and drink concession stand on the premises available to the general public. Manager shall not sell any alcoholic beverages, drugs or medicines of any kind, tobacco products, or vaping products on the premises.
- B. Manager will provide whatever refrigeration, cooking, dispensing and other equipment it deems appropriate for concession operation.
- C. Manager shall not assign or subcontract its concession rights or any interest therein without the prior written consent of the City, and any such assignment or subcontract without written consent shall be void and shall at the option of the City, terminate this Agreement.
- D. All foods, drinks, beverages, confections, refreshments, etc., sold or kept for sale by Manager shall conform to all applicable food laws,

ordinances, and regulations in all respects. No adulterated, misbranded, deceptively labeled, or impure articles shall be sold or kept for sale by Manager. All merchandise kept on hand shall be stored and handled with due regard for freshness and sanitation.

- E. The City shall have the right, at any time during period of concession operation, to enter any part of any structure or mobile facility, and conduct whatever inspection City deems necessary to ensure compliance with this Agreement.

7. Licenses and Taxes. Manager shall obtain and pay for all licenses and permits required for operation on the Park; shall pay all ad valorem real and personal property and excise taxes, if any or any tax that might be levied upon the Park as a result of this Agreement or for any other reason resulting from Manager's operation of the Park; and shall pay all royalties arising from the sale of patented, copyrighted material or trademarks in its operation.

8. Utilities. City shall provide water services to the Park without charge to Manager. Manager shall pay all charges for garbage collection (including provision for garbage cans and dumpsters), and other utilities on the premises (electricity, sewer, phone, cable TV, and natural gas). Manager shall pay all charges for temporary and permanent utility hookups, connections, or installations.

9. Security. It will be the responsibility of Manager to maintain adequate security on the premises and its patrons. The City will furnish no more than the normal and routine police protection as provided in any park, subject to demands for police throughout the City from time to time. Manager will furnish the City with the appropriate combinations to enter all areas of property which may be secured. Manager will limit the number of keys for access to park facilities. All keys will be registered and can only be checked out and duplicated by the City Manager or his/her designee. A complete list of all individuals having keys to the premises shall be provided to City. City agrees to rekey entire facility no later than November 30, 2021, and provide keys to Manager.

10. Naming. Manager may propose the permanent naming of the Park or any existing or future monuments, statues, permanent buildings, structures and fields. Final approval of such proposed names shall be in the sole discretion of the Keizer City Council, following recommendation by the Parks and Recreation Advisory Board.

"Net Naming Fees" or "Net Sponsorship Fees" are the fees paid for naming rights or sponsorship/advertising rights and are net of reasonable sales commissions, cost of improvements associated with the project, if any and other actual and reasonable costs connected with naming and sponsorship.

Net Naming Fees for the Park or any existing or future monuments, statues, permanent buildings, structures and fields shall be paid directly to the City and shall only be expended on improvements to the Park.

Net Sponsorship Fees or other fees, including, but not limited to donor-paid or donor-constructed fixtures such as score boards shall be paid to Manager. Such fees shall be used for maintenance, operation and improvements at the Park.

11. Discipline and Control. Subject to prior approval as required elsewhere herein, selection, compensation, direction, discipline, and control of Manager's employees, agents, volunteers and subcontractors shall be the sole responsibility of Manager. Manager shall be responsible for removing from the premises any employee, agent, volunteer or subcontractor who is disorderly, dishonest, dangerously careless, or any person violating any law, ordinance, or regulation. Manager shall enforce the "no alcoholic beverages/drugs" and tobacco/vaping-free rules, and handle crowd control at the park.

Manager has authority to eject such persons as necessary, but shall be responsible for any claims whatsoever in connection with such ejections pursuant to Section 14.

12. Insurance. City will insure all buildings and improvements on the property against loss or damage by fire or other hazard. The City will not insure or replace any building contents or personal property.

Manager shall maintain in effect throughout the term of this Agreement for all Manager's activities, a public liability insurance policy naming the City as an additional insured in an amount of one million dollars (\$1,000,000), combined single limit including bodily injury and property damage. Such insurance provided by the Manager, and naming the City, its officers, agents, contractors, and employees as an additional insured, is for coverage during Manager activities, occasioned wholly or in part by the acts or omission of the Manager, its agents, officers, participants, and employees while using City facilities or otherwise performing its activities in agreement with the City.

13. Termination. This Agreement may be terminated upon a two (2) year written notice given by one party to the other party. Notice cannot be given prior to November 1, 2023 and notice must be given between November 1 and November 30, in any calendar year beginning in 2023.

This Agreement may also be terminated by mutual agreement of the parties at any time.

14. Indemnification and Hold Harmless. Manager shall be responsible for and shall pay and discharge any and all claims of any nature whatsoever under this Agreement or under Manager's use or management of the Park. Manager shall indemnify, defend, and save harmless the City and its officers, agents, and employees for and against any and all loss damage, injuries, action, causes of action, or liability of any kind whatsoever resulting from or arising out of the condition of the premises, products sold, and all operations, activities, or undertakings of Manager or any of Manager's employees, agents, volunteers or independent contractors. Notwithstanding the above, if City directly authorizes an activity by any party other than Manager during the period of this Agreement, this paragraph shall not apply to claims arising out of that activity.

15. Liens. Manager covenants to keep the premises and improvements free from all construction liens and all other liens of any type whatsoever arising out of Manager's repair, alteration, maintenance, and use of the premises and improvements. If a lien is filed, Manager will, within 30 days after knowledge of the filing, secure the discharge of the lien or deposit a sufficient corporate surety bond in an amount required by Oregon law to remove the lien. If Manager fails to discharge or bond off the lien, City will have the right to pay the amount of the lien and Manager will promptly reimburse City for any such payment by City, together with all costs and fees (including attorney fees) that City incurred in connection with the lien. Any amount payable by Manager under this provision will bear interest at the statutory rate from the date incurred or paid by City, until reimbursed in full by Manager. City reserves the right to post notices of nonresponsibility under the lien laws of the state of Oregon.

16. Operations in Compliance with Laws. Manager shall at all times conduct its operations and assure that the operations of all subcontractors and employees are conducted in full compliance with all applicable laws, ordinances and administrative regulations of federal government, the State of Oregon, Marion County, the City of Keizer, and the agencies of any and all of them. Any license or certificate required by such authorities as the Marion County Health Department and others must be obtained and posted at all times. This shall include, but is not limited to compliance with state and federal disability laws.

17. Capital Improvements Required by Law. Unless requested by Manager, capital improvements required as a result of state and federal disability laws shall be constructed by City at City's expense.

18. Assignment and Subcontracting. Manager shall not assign or transfer this Agreement, or any interest thereon. Any such assignment shall be void, and shall, at the option of the City, terminate this Agreement. Manager shall not subcontract any of its responsibilities hereunder without the express written consent of the City.

19. Default. Upon failure by Manager to perform any term, condition, or covenant of this Agreement within thirty (30) days after written notice from City has been sent by regular mail, addressed to:

For the Love of the Game, Inc.
6700 Field of Dreams Way NE
P.O. Box 20936
Keizer, OR 97307

specifying the nature of the failure with reasonable particularity, City shall have the option to declare Manager to be in material breach and default hereunder and shall enable City to pursue its legal remedies including but not limited to those referred to in this Agreement. If the failure is of such a nature that it cannot be completely remedied within the said thirty (30) day period, the failure will not be a default if Manager begins correction of the failure within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to correct the failure as soon as possible.

20. Remedies. Upon default, and after the notice period described above, City may elect to terminate this Agreement and bring an action to recover any damages suffered by City as a result of Manager's actions or as a result of any breach by Manager of any term, covenant or condition of this Agreement.

21. Financial Records/Audit. Beginning April 1, 2023, Manager shall prepare an income statement and balance sheet and shall provide full and complete copies of such records to City no later than April 1 of each year for the previous calendar year. The City may request and Manager shall provide such records for other periods, but no more than two (2) additional times per calendar year. The City, at its' sole expense, may audit any and all of Manager's records. Manager shall cooperate in all respects. Should such audit disclose material discrepancies greater than 3%, the City may terminate this Agreement at its' option with no less than thirty (30) days written notice. In such case, Manager shall reimburse City for any and all audit costs. If such discrepancies are not found, City will reimburse Manager's actual and reasonable out-of-pocket costs in responding to the audit.

22. Attorney Fees. If suit or action is instituted to enforce or interpret this Agreement or in conjunction with any claim or controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney fees at trial and on appeal of the suit or action.

23. Amendments. Amendments to this Agreement shall be recognized only if reduced to writing and executed by formal action of the City Council of the City of Keizer.

24. Relationship of the Parties. The City and Manager have entered into this Agreement for the purpose of establishing an independent contractor relationship between the City and Manager. This Agreement is not, nor should it be construed as, a lease or an

agreement in the nature of a lease. No covenant of quiet enjoyment shall be implied in this Agreement. It is further understood and agreed by and between the parties that nothing herein shall constitute or be construed to be an employment, partnership, joint venture, or joint employer relationship between the City, its successors or assigns on the one part, and Manager, its successors or assigns on the other part.

Manager has no property interest or possessory interest in the Park. Manager shall have the right to use the Park pursuant to the terms in this Agreement.

25. Non-Discrimination. Manager agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public.

26. Notice. Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed facsimile at the address or facsimile number set forth below:

To the City:	City Manager City of Keizer 930 Chemawa Road NE PO Box 21000 Keizer, OR 97307 Fax: (503) – 393-9437
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To the Manager:	For the Love of the Game, Inc. 6700 Field of Dreams Way NE P.O. Box 20936 Keizer, OR 97307 Fax: 503-390-2227
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27. Agreement. This Agreement is the entire, final and complete agreement of the parties and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date first above written.

CITY:

CITY OF KEIZER

By: _____

R. Wes Hare,
City Manager

Dated: 11-16-2021

APPROVED AS TO FORM:

11-16-21

Keizer City Attorney

MANAGER:

FOR THE LOVE OF THE GAME, INC.

By: _____

Jerry Q Walker,
President

Dated: 11/08/2021