

Accessibility and Accommodation Requests

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To provide oral comments via electronic means, please contact the City Recorder's Office no later than 2:00 p.m. on the day of the meeting. Most regular City Council meetings are streamed live through www.KeizerTV.com and cable-cast on Comcast Channel 23 within the Keizer City limits.

AGENDA
KEIZER CITY COUNCIL
WORK SESSION

Monday, March 24, 2025

6:00 PM

Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

a. Keizer Community Fields Agreement

4. ADJOURNMENT

City of Keizer Mission Statement

Keep City Government Costs And Services To A Minimum By Providing City Services To The Community In A Coordinated, Efficient, And Least Cost Fashion

"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."

Management Agreement for Keizer Multi-Sports Synthetic Turf Fields

PARTIES:

City of Keizer, an Oregon Municipal Corporation,
930 Chemawa Rd NE, Keizer, Oregon 97303 (hereinafter “City”)

Keizer Community Field Association,
5094 Bailey Rd. NE, Keizer, OR (hereinafter “Manager”)

RECITALS:

A. City owns real property and improvements located at 1900 Chemawa Rd N., Keizer, Marion County, Oregon. Such improvements include the artificial sports fields.

B. City and Manager desire to enter into an Agreement to outline the terms under which the Manager will oversee the management and maintenance of the artificial sports fields located at 1900 Chemawa Rd N, Keizer, Oregon 97303.

C. 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 January 1, 2025 to December 31, 2025, or until this Agreement is terminated or renewed as herein provided. This Agreement may be renewed for two (2) one-year terms. Any renewal shall be in writing and signed by the parties. The City and the Manager will meet together after June 30 of each year of the term, but in no event later than November 1 of each year of the term, to review the finances of the facility.

2. Relationship of the Parties. Manager understands and agrees that they are a contractor and not an employee of the City of Keizer. Manager agrees that this contract arrangement does not create an employer/employee relationship with the City, and that this contractual relationship does not in any way create an entitlement to City benefits, PERS, sick leave, paid leave, or insurance. It is further understood that 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.

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

3. Responsibilities of Manager. Subject to the terms and conditions set forth herein, Manager agrees to the following for the term of this Agreement:

A. Field Maintenance. Manager shall:

- a. Ensure regular maintenance of the turf fields with city equipment.
- b. Keep the Field Utility Vehicle, Spreader, Groomer, and Sweeper clean. The equipment shall remain at the fields unless City staff determines a need elsewhere. The parties agree that City equipment can only be used by those who have been properly trained and signed the appropriate waiver before the use of said equipment.
- c. Ensure that the turf will not be brushed with the steel spikes until October 1, 2027 unless agreed upon by the City.
- d. Remove nets under freezing conditions.

B. Non-Field Facility Maintenance. Manager shall:

- a. Bathroom. Maintain and provide supplies for the bathroom facility upon completion of construction. Any service of the portable toilets in addition to normal scheduled service will be the responsibility of the Manager.
- b. Parking Lot. Provide general pick up of debris from the parking lot. Manager will maintain parking stall striping, including providing the paint, unless the lot is regraded by the City, in which case, the City will have it restriped.
- c. Garbage. Remove garbage from the facility to receptacles. If a separate dumpster becomes necessary to be placed at the fields, the cost will be the responsibility of the Manager.
- d. Concessions. Operate the concession at their discretion in accordance with State, County, and local law. Manager shall keep the storage areas neat and orderly. All equipment necessary for the operation of the concessions and expenses in association with concessions will be the responsibility of the Manager.

C. Field Scheduling. Manager shall coordinate and manage bookings for field usage, charging rates as set by City Council Resolution.

D. Condition Monitoring. Manager shall regularly inspect the fields for damage or wear and promptly communicate with City staff to arrange for repairs as necessary.

E. Vandalism. Manager shall monitor and repair any and all vandalism to the fields, fencing, and other facilities connected with the turf fields. Manager shall notify City immediately if vandalism occurs at the fields or field related facilities, such as the bathroom.

F. Compliance. Manager shall ensure compliance with any field rules and any other regulations of the City of Keizer.

G. Reporting. Manager shall provide regular updates and field utilization and issues to the City along with notifying all invitees or users of the fields of any known potential hazards

or dangers. The manager will meet twice a year with the City. Manager will meet with City staff first and then City Council between February 1st and March 15th. The second meeting shall occur between August 1st and October 15th.

H. User Fees. Manager shall collect and retain field rental fees as set by City Council Resolution.

I. Bookkeeping. Manager shall keep records of all payments or income derived from the facilities and supply them to the City every quarter and within 30 days of City's request.

J. Insurance. 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 \$1,000,000 for all damages arising out of bodily injury, including death, at any time, sustained by any one person in any one accident, and a limit of \$2,000,000 for all damage arising of injury to or destruction of property. Such insurance provided by 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. Manager shall provide the insurance documentation to City within five (5) days of execution of this Agreement.

K. Discipline and Control. Manager shall enforce the "no alcoholic beverages/drugs" and tobacco/vaping-free rules, and handle crowd control at the fields. Manager has authority to eject such persons as necessary, but shall be responsible for any claims whatsoever in connection with such ejections.

L. Security. Manager shall maintain adequate security on the premises and its patrons. Manager and City will furnish the other with appropriate keys, combinations, or administrative access for the lock(s) to enter all areas of the property which may be secured. Manager will limit the number of keys, if any for access and will not provide combinations to anyone other than those who need it for access. A complete list of all individuals having keys shall be provided to City and updated within 24 hours of changes. The administrative access for the control of the field lock will be accessible to both parties at all times during this Agreement.

M. Fields Open to the Public. Manager understands that any individuals or groups may use the 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. Manager generally agrees that when the fields are not scheduled for use, the fields will operate as a public facility, open to any and all users except as stated herein. During the summer season, from June 1 to September 1 each year, reservations take priority. Field gates will be open from 8:00 a.m. to 9:00 p.m. daily all year. For non-summer season, between September 1 and June 1 of each year, reservations take priority between the hours of 4:00 p.m. and 9:00 p.m. In accordance with Resolution R2024-3506, scheduled games take precedence over

practice during the weekdays and half-field reservations are only available Monday through Thursday.

N. Complaints. Manager shall appropriately respond to any complaints in a timely and professional manner. Written responses to complaints shall be kept (not altered or deleted). Manager shall promptly notify the City Manager of any problem that Manager is not able to resolve so that the City can rapidly respond. However, notice to the City Manager does not waive any obligation or duty of Manager.

O. Compliance with Law. 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 must be obtained and posted at all times. This shall include, but is not limited to compliance with state and federal disability laws.

P. Banners and Field Sponsorships: Manager agrees to adhere to constitutional principals in the lawful allowance of advertising/banners at the park. The banners cannot cover more than half of any fencing segment because of wind. They must also leave at least a minimum of one foot of space from the top of the fence and have proper siping. If the agreement ends, the Manager agrees to transfer a pro-rata share of the revenue given to the Manager for the banner advertisement. Field sponsors [sewed into the turf] must be given permission by City and funds from field sponsors will go directly to the city for the improvement of the facility.

4. Responsibilities of the City. For the term of this Agreement, the City agrees to:

A. Equipment. The City shall:

- a. Provide a Turf Utility Vehicle, Groomer, Spreader, and Sweeper for Manager's use.
- b. Provide routine maintenance of the Gator, Spreader, and Sweeper which will include but not be limited to such things as oil changes and lubricating.
- c. Provide shoe scrubbers for cleaning shoes prior to entry into the fields.

B. Non-Field Facility Maintenance. City shall:

- a. Bathrooms. Provide and pay for one standard and one ADA chemical toilets until the bathrooms are constructed and opened.
- b. Parking Lot Maintenance. Provide grading of the gravel parking lot as needed until it is paved. The City will restripe the parking stalls after grading.
- c. Fence. Address any parts of the fence that need repair.
- d. Bike Racks. Provide bike racks for the facility.

C. Concessions. City will allow food trucks during scheduled events in accordance with all applicable state, county, and local regulations, including, but not limited to, the Oregon Health Authority.

D. Fee Schedule. City shall place suggested facility fees before the Keizer City Council for consideration. All facility fees must be adopted by the Keizer City Council, excluding any revenue derived from food trucks.

E. Costs. The City will pay the electric through June 30, 2025. Thereafter, Manager shall pay the electric to the turf fields. Sanitary sewer costs for the bathrooms/concessions will be paid by the Manager.

F. Resources. City shall provide the initial equipment required for parking lot striping, field maintenance, and game equipment including soccer goals; lacrosse goals; football pylons, yard markers and chains; 4 team benches; field marking equipment, a scoreboard controller, and a container or permanent facility for storage. Replacement of this initial equipment is the responsibility of the Manager and shall be paid by Manager.

G. Access. City shall grant Manager access to the fields, administrative access for control of the field lock, lights, and container as required for the performance of their duties.

H. Insurance. City will provide insurance coverage for times not under the management of Manager.

I. Interruption of Event. 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 is/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.

5. Financial Contributions. Manager will meet with the City in February of each year of this Agreement to review the finances of the calendar year. It is expected that Manager make a contribution to the facility sinking fund of \$120,000 by March 15 of each year following the first full year of operation. If finances do not allow for the entire sum to be met, the City may fill in, to the best of its ability, dollars from the Parks Operation Fee to meet the annual requirement.

6. Facility Improvements. Manager agrees that all improvements on the premises are the property of City. 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 the property of the City. Any ADA requirements that are required as part of the Manager's proposed improvements will be paid by the Manager. If federal ADA laws require upgrades or

improvements separate from a Manager proposed facility improvement, the City will construct and pay for them. Future facility improvements must be approved by the Keizer City Council with input by Manager. Any capital improvement required as a result of state and federal disability laws shall be constructed by City at City's expense.

7. Termination. This Agreement may be terminated by either party with 30 days' written notice. Upon termination, the Manager will cease all activities related to the management of the fields and promptly return any property or equipment belonging to the City. If either party exercises this clause, Manager agrees to supply City with an accurate and current schedule for the fields as well as paying a pro-rata (calculated per month) of the \$120,000 annual sinking fund. As an example, if this agreement is terminated by the City after two months, Manager would pay the City \$20,000 as a two-month pro-rata payment. However, if less monies were collected than the above-referenced pro-rata amount during the time of the agreement, then the parties agree to split the amount of money collected 50/50. Upon termination, if there are other agreements between Manager and third parties that effect the facility, Manager agrees to either assign those over to the City or terminate them at the City's discretion.

8. Indemnification. Manager and City agree to indemnify and hold harmless the other party from any claims, liabilities, or damages arising out of their respective duties under this Agreement.

9. 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.

10. Default. Upon failure by Manager to perform any term, condition, or covenant of this Agreement within seven days after written notice from City has been sent by regular mail, addressed to Manager 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.

11. 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.

12. 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.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Oregon.

14. Amendments. Any amendments to this Agreement must be made in writing and signed by both parties.

15. 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.

16. Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings.

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

City:

Manager:

Signature: _____

Signature: _____

Name: Adam J. Brown

Name: _____

Title: City Manager

Title: General Manager