

**CITY OF ALBANY
CITY COUNCIL AGENDA
STAFF REPORT**

Agenda Date: 11/15/04
Prepared Date: 11/07/04
Reviewed by: _____

SUBJECT: Contract with Albany Little League for Maintenance of Ocean View Field.

REPORT BY: Judy Lieberman, Assistant City Administrator

RECOMMENDATION

1. Authorize the City Administrator to enter into a contract for \$12,600 with Albany Little League for maintenance of Ocean View field.
2. Authorize the establishment of a Field User Working Group to address outstanding issues

BACKGROUND

Over the past several years, field users have expressed discontent with the condition of the sports fields at Ocean View and Memorial Park. The field users desire to take on the maintenance of the athletic fields themselves, instead of having the City maintain them. The Park and Recreation Commission expressed its support for allowing the fields to be maintained by the field users, and the Parks, Recreation and Open Space Master Plan adopted by Council on October 18, 2004 also supported the use of volunteers and users for maintenance and other tasks.

In order to move forward on this issue, a contractual agreement and scope of work was drafted in mid-October, and was circulated to field users. A follow-up meeting was held on October 25, 2004 to discuss various issues. The meeting was attended by Roger Carlson (Little League); Abuid Amaro (Soccer); Mayor Jon Ely, Councilmember Allen Maris, Melinda Chinn (Recreation and Community Services Director); and Judy Lieberman (Asst. City Administrator). At this meeting, the user representatives stated that only Ocean View field should be considered for the proposed contract.

The proposed contract addresses maintenance only and does not resolve all issues regarding use of the City's sports fields. (See Analysis section below.) This agreement should be seen as a trial and first step toward shifting field maintenance to users. Further discussions regarding allocation of tasks and costs, scheduling and down time, and fee equity among City and non-city programs can and should be addressed as part of the

review during the renewal discussions.

DISCUSSION

Summary of Responsibilities

The scope of work for the contract, including City obligations, are included in Exhibit A, attached to the proposed contract. In brief, they include:

A. Contractor's Responsibilities

1. Mowing the field on at least a once weekly basis (unless weather prevents)
2. Fertilizing the field at least four times a year
3. Aerating the field at least two times a year
4. Filling holes and depressions on an as needed basis
5. Infield maintenance including adding infield mix as required and dragging the field at least once a week while baseball or softball is being played
6. Overseeding or slit seeding at least twice a year
7. Repairing/replacing broken sprinkler heads and adjusting the sprinkler controller on an as needed basis to maintain a field moisture level that is acceptable to all user groups.
8. No use of pesticides or herbicides may be used without the written consent of the City.

City's Obligations:

The City is responsible for the remaining maintenance related activities, such as provision of water, sewer and electric services, trash pickup and removal, repairs in excess of \$1,000 per year (sprinkler heads excepted), street sweeping, and maintenance of trees and landscaped areas adjacent to the sidewalks.

The City of Albany shall maintain a field "rainout" telephone line, and shall provide CONTRACTOR "Field Closed" signage and or fencing.

The City of Albany shall be responsible for scheduling activities on the field except that the Albany Little League may, for botanical reasons, request the City of Albany to not schedule any field use or modify the type of use (no soccer, no adult cleated play, etc.) provided they have given the City a 90 days notice.

Contractor shall not construct any facilities, install any equipment, or make any alterations to the Property without the City's prior written consent, which consent shall not unreasonably be withheld.

Contractor shall make a verbal report to the Park and Recreation Commission at least twice per year to update them on field maintenance activities or related field maintenance issues.

The City, its agents and employees, and members of the public have the right to enter the Property and use the facilities as long as such entry and use does not cause unreasonable interference with the implementation of Contractor's responsibilities.

ANALYSIS

There are a number of outstanding issues that will need to be resolved and which should be addressed in a timely manner while the maintenance contract is underway. These issues include, but are not limited to, the following:

1. Financial: How should the fee for service be structured? Should it be based on field use fee revenue, and if so should City run programs pay an additional fee for maintenance? How would any City loss in revenue or additional costs be backfilled? Would costs be increased for City run programs?
2. Down time and Enforcement: How can down time be better scheduled and how can it best be enforced?
3. Scheduling: Should City scheduling of the 2 fields be continued or should it join the AFSU consortium? Is there a middle ground?
4. Capital improvements: What is the process through which repairs and other structural improvements, both large and small, can be addressed by the City and the field users?
5. How can future issues, such as performance of the contract, unforeseen circumstances, storage, coordinating scheduling, etc., be addressed in a productive manner? Staff recommends a Working Group be established in the Recreation and Community Services Department to address issues and resolve problems.

CONCLUSION

1. Staff recommends that the contract be approved.
2. Staff further recommends that Council authorize a "Field Use Working Group" be established in the Recreation and Community Services Department to meet quarterly to assess performance of the contract and to address other field use issues. The Working Group is proposed to include a Council member, a Park & Recreation Commission member, Recreation and Community Services staff, and representatives of all interest field user groups.

FINANCIAL IMPACT

The impact on the City's revenues will be a loss of \$12,600 for FY2004/2005. For this fiscal year, there is a one time fund balance in the Measure R ballfields interest revenue account of \$12,532.80 which will be used to backfill the lost revenues for this fiscal year. If the agreement is to be continued or expanded in future years, a new source of funding will need to be established.