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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Tuesday, January 18, 2022

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

5. **COMMITTEE REPORTS**

6. **PUBLIC COMMENTS**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.

7. **PUBLIC HEARINGS**

a. **RESOLUTION** – Authorization for Supplemental Budget – Administrative Services – Retirement Costs

8. **ADMINISTRATIVE ACTION**

a. **RESOLUTION** – Authorizing the City Manager to Sign Keizer Rotary Amphitheatre Management Agreement for City Sponsored Concert Series with KRA LLC

b. **RESOLUTION** – Adopting the Master Plan for Keizer Public Arts Commission

c. **RESOLUTION** – Authorizing Finance Director to Sign Coronavirus State Fiscal Recovery Fund Grant Agreement (Meadows Pump Station and CASA Support)

- d. RESOLUTION – Authorizing City Manager to Sign Amendment No. 1 to Intergovernmental Agreement Between Marion County and City of Keizer for Community Prosperity Initiative

9. CONSENT CALENDAR

- a. RESOLUTION – Authorizing City Manager to Sign Contract with Buell Recreation LLC for Construction of Picnic Shelters at the Big Toy in Keizer Rapids Park
- b. RESOLUTION – Authorization for Disposition of Police Service Dog – “Kobe”
- c. Approval of December 20, 2021 Special Session Minutes
- d. Approval of December 20, 2021 Regular Session Minutes
- e. Approval of January 3, 2022 Regular Session Minutes

10. OTHER BUSINESS

This time is provided to allow the Mayor, City Council members, or staff an opportunity to bring new or old matters before the Council that are not on tonight’s agenda.

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

February 7, 2022

7:00 p.m. - City Council Regular Session

February 14, 2022

6:00 p.m. – City Council Work Session

- Canceled

February 22, 2022 (Tuesday)

7:00 p.m. - City Council Regular Session

February 28, 2022

6:00 p.m. – City Council Work Session

- 2021-2022 City Council Goals/Work Plan Update

14. 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

COUNCIL MEETING: January 18, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: TIM WOOD, FINANCE DIRECTOR

SUBJECT: AUTHORIZATION FOR SUPPLEMENTAL BUDGET

ISSUE: Oregon Budget Law, when authorized by resolution of the governing body of a municipal corporation, provides that a supplemental budget may be adopted when an occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which requires a change in financial plan.

Administrative Services Fund – Retirement Costs

This supplemental budget request is to recognize and appropriate \$48,000 in additional resources available (working capital carryforward) in the Administrative Services Fund to provide for retirement costs in the City Attorney's Office that were not anticipated at the time the Fiscal Year 2021-22 budget was adopted.

This request will increase both resources available and personnel costs in the Administrative Services Fund by \$48,000. The City will be saving approximately \$3,900 in PERS contributions during Fiscal Year 2021-22 as the result of the retirement.

RECOMMENDATION: Staff recommends the council open the public hearing and receive any public testimony. Once the public hearing is closed the council should adopt the attached resolution authorizing the supplemental budget as described above.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZATION FOR SUPPLEMENTAL BUDGET - Administrative Services - Retirement Costs

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which requires a change in financial planning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2022:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
Administrative Services Fund				
Working Capital Carryforward	258,700	48,000	-	306,700
Administrative Services - City Attorney's Office	359,900	48,000	-	407,900
<p>This supplemental budget request is to recognize and appropriate additional resources available in the Administrative Services Fund to provide for retirement costs in the City Attorney's Office that were not anticipated at the time the Fiscal Year 2021-22 budget was adopted.</p>				

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon the date of its passage.

PASSED this _____ day of _____, 2022

SIGNED this ___ day of _____, 2022

Mayor

City Recorder

CITY COUNCIL MEETING: January 18, 2022**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: KEIZER ROTARY AMPHITHEATRE MANAGEMENT AGREEMENT FOR CITY SPONSORED CONCERT SERIES WITH KRA LLC

KRA, LLC (Clint Holland) and the City entered into a Management Agreement for the concert series in 2015 that terminated on October 15, 2021.

A Request for Proposal (RFP) was produced and distributed. Two proposals were submitted, however, KRA LLC indicated that it received the RFP late because of an address error and did not have sufficient time to complete a thorough proposal. After consideration, Council determined that the Request for Proposal process should be redone to allow all proposers the same amount of time to prepare a response.

The Request for Proposal (RFP) was distributed a second time. The RFP was posted on the website and sent to the two proposers on December 10, 2021. It was published in the Daily Journal of Commerce on December 13, 2021. The same two proposers submitted proposals.

The two proposals were independently evaluated by the evaluators (City Manager R. Wes Hare, Chief of Police John Teague, Human Resource Director Machell DePina, Environmental/Technical Division Manager Keare Blaylock, and Parks Board Member Lisa Cejka). The evaluators used criteria and evaluation guidelines set forth in the Request for Proposals to determine the appropriate proposer to recommend to Council. The total scores were KRA LLC – 184 and the Keizer Chamber of Commerce – 173. Based on the total score, a notice was sent to the proposers indicating that KRA LLC was recommended as the successful proposer.

KRA LLC and the City of Keizer have negotiated the terms of an agreement based on the Request for Proposals.

The agreement between the City of Keizer and KRA LLC is for three years, with the option to renew for two additional two-year terms. The agreement has been signed by KRA LLC and is included with the attached Resolution for consideration.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to sign the agreement with KRA LLC.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING CITY MANAGER TO SIGN KEIZER ROTARY AMPHITHEATRE MANAGEMENT AGREEMENT FOR CITY SPONSORED CONCERT SERIES WITH KRA LLC

WHEREAS, the City and KRA LLC entered into a Management Agreement in 2015;

WHEREAS, the Management Agreement with KRA LLC terminated October 15, 2021;

WHEREAS, a Request for Proposal was issued on December 10, 2021 and published in the Daily Journal of Commerce on December 13, 2021;

WHEREAS, the proposals were independently evaluated by the evaluators identified in the Request for Proposals and the evaluators recommended that KRA LLC be awarded the Agreement;

WHEREAS, the proposers were notified that the evaluation resulted in the award of the Agreement to the KRA LLC;

WHEREAS, the parties have negotiated the terms of an agreement and desire to enter into such Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to sign the Keizer Rotary Amphitheatre Management

1 Agreement for City Sponsored Concert Series with KRA LLC, a copy of which is
2 attached as Exhibit "A" and by this reference incorporated herein.

3 BE IT FURTHER RESOLVED that this Resolution shall take effect
4 immediately upon the date of its passage.

5 PASSED this _____ day of _____, 2022.

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7 SIGNED this _____ day of _____, 2022.

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Mayor

City Recorder

KEIZER ROTARY AMPHITHEATRE MANAGEMENT AGREEMENT
FOR CITY SPONSORED CONCERT SERIES

DATE: 1/11/22, 2022

PARTIES:

CITY OF KEIZER, an Oregon
municipal corporation (hereinafter "CITY")
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

KRA LLC (hereinafter "KRA")
4315 Shoreline Drive N
Keizer, OR 97303

RECITALS:

A. CITY owns or leases real property and improvements located at 1900 Chemawa Drive North, Keizer, Marion County, Oregon known as Keizer Rapids Park (hereinafter "Park").

B. Within the Park are improvements known as the Keizer Rotary Amphitheatre (hereinafter "Amphitheatre"). CITY has need of services to manage the Amphitheatre for the City sponsored concert series during the summers. For purposes of this Agreement, "Amphitheatre" or premises shall include the amphitheatre and parking/access/concession areas described in Exhibit "A" attached hereto and by this reference incorporated herein.

C. KRA desires to manage the Amphitheatre for the City sponsored concert series as set forth herein.

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

AGREEMENT:

1. Term. Unless terminated as set forth herein, the term of this Agreement shall be from January 20, 2022 through October 31, 2024. The parties have the option to renew this agreement for two additional two year terms upon mutual consent by both parties.

2. Improvements. KRA agrees that all Amphitheatre improvements (not including personal property owned by KRA) are the property of CITY and are considered

to be part of the premises that is the subject of this Agreement. KRA shall not cause or permit any change in Amphitheatre layout, any addition or deletion of any permanent improvements, or take any action that significantly affects the Amphitheatre without the prior written consent of CITY.

3. Terms and Conditions. Subject to the terms and conditions set forth herein, KRA agrees to manage the City sponsored concert series at the Amphitheatre for the term of the Agreement as follows:

A. CITY desires to sponsor no less than eight (8) and no more than twelve (12) concert events during the City sponsored concert series each year. The dates shall be authorized and approved by the Public Works Director. No more than eight (8) of the dates may be on a Saturday. The events shall be held during the months of June, July, August and September during park hours or as allowed by permit. CITY reserves the right to allow additional concerts under the terms of this Agreement at Council's sole discretion.

B. KRA agrees to solicit bands from a variety of genres and present the prospective bands to the CITY for approval by the Keizer Parks and Recreation Board. The Keizer Parks and Recreation Board shall make the final approval of the selection of the bands for the concert series. Prior approval of the band by the Keizer Parks and Recreation Board shall be deemed approval for future summers unless written notice of non-approval is provided to KRA from CITY. KRA agrees that they will present any new prospective bands to the CITY no later than April 1 each year and the CITY agrees to make a final selection of the bands not later than 30 days after the band's names are provided to the chair of the Board. No bands shall be substituted unless the substituted band has been approved by the Board. In the event that the band is denied, KRA still retains the right to hire the band in a non-City sponsored event.

C. KRA agrees to negotiate contracts with the selected bands and provide copies of such contracts to CITY no later than ten (10) days after the concert date. KRA also understands and agrees that it will be responsible for providing any necessary accommodations to the bands as negotiated in the contracts. CITY will not enter into contracts with bands and is not responsible for any compensation to the bands whatsoever. However, CITY will cooperate and assist KRA as time and resources allow, in their efforts to secure paid additional sponsorships for the City sponsored events. CITY also agrees to post the schedule on CITY's web site for public viewing. Notwithstanding the agreement to cooperate, CITY shall have no obligations to secure or assist in any specific amount of sponsorships.

D. KRA understands and agrees that it must make the bands aware that no amplification equipment is available and that the bands must provide their own amplification. In the event that the band does not have or does not wish to use their own amplification, KRA agrees to provide such amplification.

E. KRA agrees to complete permit applications for the concert series at least 75 days prior to the start of the concert season and present it to CITY for processing. CITY agrees to waive the use fee for the approved City sponsored concerts. However, KRA shall pay the application fee and a refundable security deposit of \$150.00 that will roll over to the next City sponsored event if not used. There will be one application fee per application form regardless of the number of dates listed. If a date requested is not available when the permit application is submitted, an alternate date may be chosen upon approval by the Public Works Director.

F. CITY shall review the permit application and if appropriate, approve the permit with particular conditions. For example, depending on the type and size of the event, security or extra portable bathrooms may be needed. There may be specific conditions on parking, timing and noise. KRA agrees that it will be responsible for coordinating and providing any and all conditions as outlined in the permit or in the alternative, if KRA is unable to comply, it may rescind the permit application and cancel the City sponsored concert without breaching or terminating this Agreement. KRA understands and agrees that no permit will be issued until the conditions set forth in the amphitheatre permit application are complied with.

G. KRA agrees that no admission fees shall be collected for the City sponsored concerts, it being the intent that the concerts be free to the public.

H. KRA agrees that no parking fees shall be collected for the City sponsored concerts unless the Public Works Director approves otherwise.

I. KRA may prohibit outside beverages and food from the events, unless CITY and KRA agree to a different provision in writing.

J. KRA may prohibit domestic animals from the events, except for animals allowed under state or federal law.

K. KRA agrees that it will be responsible for soliciting donations, sponsorship fees, and other sources of funds to pay the bands and other costs of the concerts according to the terms agreed to in the contracts. KRA understands and agrees that it cannot use the Amphitheatre to hold fundraising concerts or other formal fundraisers to solicit funds. KRA agrees that it will only seek voluntary donations and/or use revenue earned from vendor sales and/or concession sales to provide the funding for the City sponsored concerts or for improvement to the amphitheatre, concourse, or concession area and for recognition of volunteers involved in helping put on the concert series. In addition, KRA may solicit voluntary donations for other charitable or community causes as an incidental part of the concerts.

L. KRA understands and agrees that it will be responsible for coordinating all staff required for the events, including, but not limited to staffing for the vendor sales, staffing for parking, and security staffing. CITY staff shall not be responsible for staffing.

M. KRA agrees that it will ensure that the event will be set up no later than thirty (30) minutes prior to the show and that the event will end no later than 9:00 p.m. or as allowed by permit, with tear down completed no later than 11:00 p.m. **Amplified sound is strictly prohibited after 9:00 p.m.** KRA covenants and warrants that KRA will leave the premises in good, sanitary and neat order, to the satisfaction of CITY upon termination of each event.

N. KRA shall be responsible for complying with all laws, ordinances, and regulations, **including the sign regulations under the Keizer Development Code.** KRA shall also be responsible for complying with any and all laws and regulations relating to pandemics, **including masking and distancing requirements.** KRA shall be responsible for providing all necessary OLCC documentation if alcoholic beverages are served during events. KRA understands and agrees that any alcohol vendor must have a separate agreement with CITY and must provide insurance as required herein. If desired by KRA, KRA shall be responsible for obtaining a waiver for any sign code regulation in advance of the commencement of the event. KRA shall be responsible for obtaining necessary approval from the Public Works Director if additional accommodations are required such as camping to ensure sets are not stolen or vandalized or additional time/days are needed to set up the stage.

O. KRA agrees that it will provide evidence to CITY that the bands were paid according to the terms of the contracts. Such evidence shall include a receipt and shall be presented no later than September 30 each year.

P. KRA remains committed to the amphitheatre and agrees to continue to work with CITY to improve the amphitheatre and Keizer Rapids Park facilities. KRA must provide a full accounting of all revenues and expenses for the preceding concert series to CITY on or before December 1 of each year.

Q. Complaints received by KRA from either members of the public, users of the Amphitheatre or others shall be submitted immediately to CITY. In the event of a dispute, the decision of CITY concerning the use, operation or management of the Amphitheatre shall be final and binding. CITY reserves the right to make final determination on all policies and procedures relative to the operation and management of the Amphitheatre. KRA has no right or authority to allow any use of the Amphitheatre without formal issuance of the event permit by CITY.

R. KRA shall have initial control over all persons attending the concerts. However, 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. This includes terminating an event due to violation of noise regulations after issuing a warning. CITY shall not be liable to KRA or any third parties for any loss or damages by any such determination or action by the City Manager, or City Manager's designee taken in good faith for the benefit or protection of CITY and the public generally, or the protection of the Amphitheatre, Park, or other public or private property.

4. KRA Events. KRA is only acting as contract management for the authorized City sponsored concerts. KRA can also act as an applicant for other events. In such case, KRA would pay the same permit application fee and use fee as other applicants. KRA could retain any admission fee or vendor fees charged while acting as its own applicant.

5. Utilities. CITY shall provide water services and shall provide electricity to the Amphitheatre without charge to KRA for City sponsored concerts. CITY shall be responsible for all charges for garbage collection. It will be the responsibility of KRA to provide garbage cans around the Amphitheatre and maintain such garbage cans by emptying them into the dumpster located at Keizer Rapids Park in a timely manner.

6. Security. It will be the responsibility of KRA to maintain adequate security on the premises. CITY will furnish no more than the normal and routine police protection as provided in any Amphitheatre, subject to demands for police throughout the City from time to time.

7. Discipline and Control. Subject to prior approval as required elsewhere herein, selection, compensation, direction, discipline, and control of KRA's employees, agents, volunteers and subcontractors shall be the sole responsibility of KRA. KRA 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. KRA shall handle crowd control at the Amphitheatre.

KRA has authority to eject such persons as necessary, but shall be responsible for any claims whatsoever in connection with such ejections pursuant to Section 9.

8. Insurance. CITY will insure all improvements on the property against loss or damage by fire or other hazard. CITY will not insure or replace personal property owned by KRA. KRA shall provide to CITY a Certificate of Insurance and additional named endorsement in the amount of \$1,000,000 of general liability insurance naming CITY, its employees, officers, contractors, and agents as an additional insured on the policy. Vendors providing alcoholic beverages at the events shall be required by KRA to provide to CITY a Certificate of Insurance in the amount of \$1,000,000 of liquor liability insurance naming CITY, its employees, officers, contractors, and agents as an additional insured on the policy.

9. Indemnification and Hold Harmless. KRA shall be responsible for and shall pay and discharge any and all claims of any nature whatsoever under this Agreement or KRA's management of the Amphitheatre, including, but not limited to claims by or on behalf of the public, bands, vendors, and sponsors. KRA shall indemnify, defend, and save harmless 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 Amphitheatre, products sold, and all operations, activities, or undertakings of KRA or any of KRA's employees, agents, volunteers or

independent contractors. Notwithstanding the above, if CITY directly authorizes an activity by any party other than KRA during the period of this Agreement, this paragraph shall not apply to claims arising out of that activity. This Section shall also apply to all subcontractors unless waived in writing by CITY.

10. Assignment and Subcontracting. KRA shall not assign or transfer this Agreement, or any interest thereon. Any such assignment shall be void, and shall, at the option of CITY, terminate this Agreement. KRA shall not subcontract any of its responsibilities hereunder without the express written consent of CITY. This section is not intended to prohibit KRA from contracting with bands, vendors, concessions, beer, liquor, and wine sales, portable toilets, and security.

11. Default. Upon failure by KRA to perform any term, condition, or covenant of this Agreement within thirty (30) days after written notice from CITY has been sent by certified mail, return receipt requested, addressed to:

KRA
4315 Shoreline Drive N
Keizer, OR 97303

specifying the nature of the failure with reasonable particularity, CITY shall have the option to declare KRA 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 KRA 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. Any written notices shall be deemed given when deposited in the United States Mail.

12. 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 KRA's actions or as a result of any breach by KRA of any term, covenant or condition of this Agreement.

13. 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.

14. Termination. This Agreement may be terminated beginning September 30 of any calendar year by either party for any or no cause. Such notice shall be in writing and provided to the other party not later than September 1 of any calendar year.

15. Amendments. Amendments to this Agreement shall be recognized only if reduced to writing and executed by KRA and the City Manager of CITY.

16. Relationship of the Parties. CITY and KRA have entered into this Agreement for the purpose of establishing an independent contractor relationship between CITY and KRA. 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 CITY, its successors or assigns on the one part, and KRA, its successors or assigns on the other part. KRA is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement. KRA agrees that it will not present itself as an agent of CITY and will not act as a contract manager of the Amphitheatre other than for the authorized City sponsored concerts. KRA shall refer persons inquiring about use of the amphitheatre to the appropriate City employee. Any representation by KRA that it is an agent of CITY is cause for immediate termination of this Agreement.

KRA has no property interest or possessory interest in the Amphitheatre greater than any other resident that has reserved a date in the facility. Once CITY issues a permit, CITY shall not unilaterally cancel a planned concert without good cause. KRA shall have the right to manage the City sponsored concerts at the Amphitheatre pursuant to the terms in this Agreement.

17. Non-Discrimination. KRA 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.

18. 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:

KRA:

CITY OF KEIZER

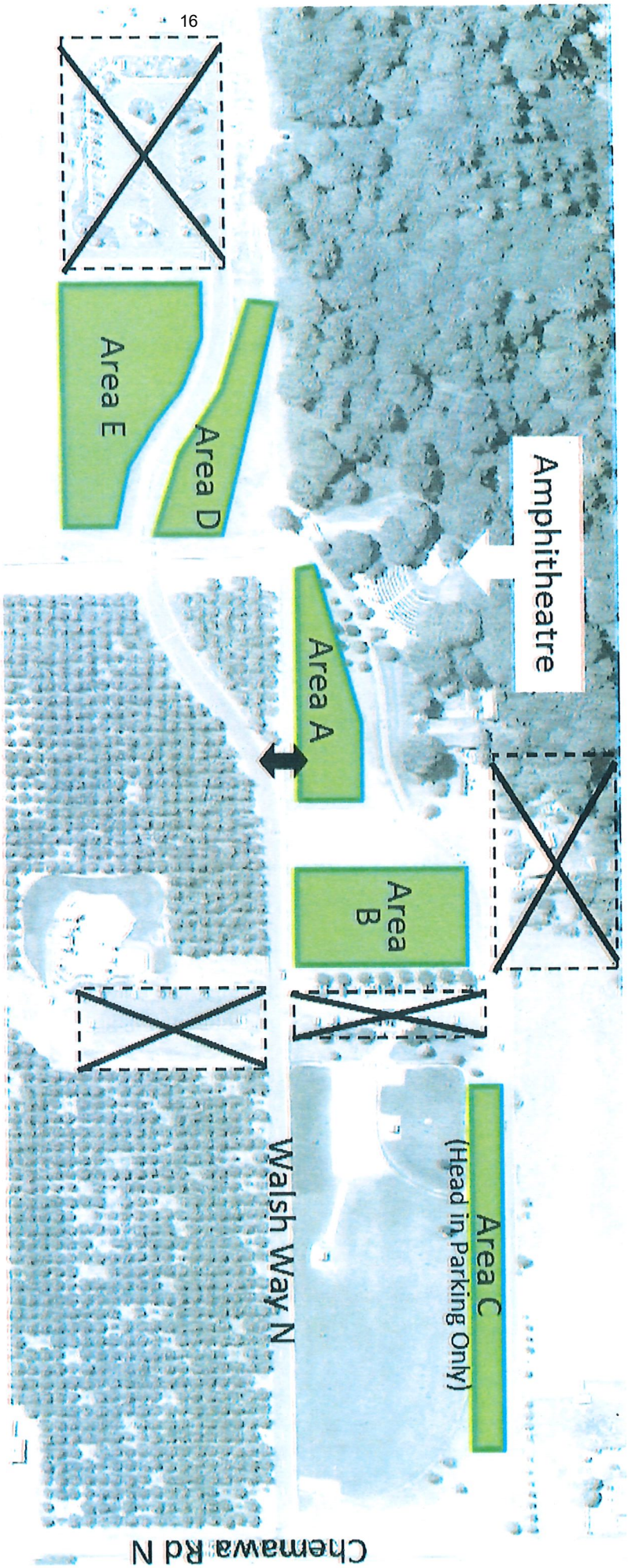
KRA LLC

By: _____
R. Wes Hare,
City Manager

By: Clint Holland KRA LLC President
Clint Holland,
Member

Dated: _____

Dated: 1/11/22



X Amphitheatre Event Parking NOT Allowed

■ Amphitheatre Event Parking Allowed.

↕ Event Parking Access Gate (Vehicles are ONLY allowed to enter and exit from THIS gate.)

CITY COUNCIL MEETING: January 18, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: *RESOLUTION ADOPTING MASTER PLAN FOR KEIZER
PUBLIC ARTS COMMISSION***

At its December 20, 2021 meeting, the Council directed staff to bring back the revised Master Plan for Keizer Public Arts Commission for adoption. A Resolution and revised master plan is attached for your consideration.

I made some minor changes. I removed the art contract length of term since that can vary. I also added the mosaic tile project under "Future Art Projects" which was inadvertently left off the list.

RECOMMENDATION:

Adopt the attached Resolution.

Please let me know if you have any questions. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

ADOPTING THE MASTER PLAN FOR
KEIZER PUBLIC ARTS COMMISSION

WHEREAS, the City desires to promote public art through pride, spirit and
volunteerism;

WHEREAS, the Keizer Public Arts Commission has identified potential projects
as indicated in the Master Plan;

WHEREAS, the recognition of the Master Plan for Keizer Public Arts
Commission is necessary to indicate the City’s commitment to public art throughout the
City;

NOW, THEREFORE,

BE IT RESOLVED that the City Council of the City of Keizer hereby adopts the
Master Plan for Keizer Public Arts Commission attached hereto and by this reference
incorporated herein to be used as a guiding document to be used by the City in its efforts
to promote public art throughout the City.

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2022.

4

5 SIGNED this _____ day of _____, 2022.

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Mayor

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City Recorder

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Master Plan for Keizer Public Arts Commission



Cover Art by Isabella Biondi
Keizer Arts Commission Student Liaison
2020-2021

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I. Mission Statement: Promoting public art through pride, spirit and volunteerism.

II. Executive Summary

The plan describes the context and procedures for the Keizer Public Art Commission. Program should align with and be strongly connected to the values, vision, and goals of the City of Keizer. These were carefully assessed after conferring with the community stakeholders.

According to Americans for the Arts, Public Art Network Council, cities gain value through public art – cultural, social, and economic value. Public art is a distinguishing part of our public history and our evolving culture. It reflects and reveals our society, adds meaning to our cities and uniqueness to our communities.

Public art humanizes the built environment and invigorates public spaces. It provides an intersection between past, present and future, among disciplines, and among ideas. Public art is freely accessible. American cities and towns aspire to be places where people want to live and visit. Having a particular community identity, especially in terms of what our towns look like, is becoming even more important in a world where every place tends to look like every place else. Places with strong public art expressions break the trend of blandness and sameness and give communities a stronger sense of place and identity.

When we think about memorable places, we think about their icons – consider the St. Louis Arch, the totem poles of Vancouver, the heads at Easter Island. All of these were the work of creative people who captured the spirit and atmosphere of their cultural milieu. Absent public art, we would be absent our human identities. Public art brings artists and their creative vision into the civic decision making process. In addition to the aesthetic benefits of having works of art in public places, artists can make valuable contributions when they are included in the mix of planners, engineers, designers, elected officials, and community stakeholders who are involved in planning public spaces and amenities.

Art in public spaces plays a distinguishing role in Keizer's history and culture. It reflects and reveals our society, enhances meaning in our civic spaces, adds uniqueness in our communities and invigorates public spaces. Public art is freely accessible and humanizes the built environment. Public art adds meaning to the city and celebrates the uniqueness of our community.

III. Current State of Art

Owned and loaned art and easements, contracts.

ARTISTS:

Jim Demetro, Battle Ground, WA
Twilight Reverence and Summer Breeze

Rick Smith, Salem, OR
Iron Glory and Entwined

Gareth Curtiss, Olympia, WA
Thomas Dove Keizer

Joseph Mross
Trilat Relic 1 (Fragments)

James Lukinich, Lincoln City, OR 97367
Agricultural Heritage Story Pole

Oregon Chain Saw Sculptures, Lyons, OR 97358
Keizer Heritage Story Pole

Jim Johnson, Salem, OR 97302
Praise, The Guardian, Blind Date, Cold Wet Eagle

PIECES

Praise

Artist: Jim Johnson

Loan

Medium: cast bronze and welded

Dimensions: 6' x 50" x 32"

Price: \$15,000.00

Year Completed: 2008



The Guardian

Artist: Jim Johnson

Loan

Medium: Welded steel and sheet
copper

Dimensions: 6' x 3' x 3'

Price: \$15,000.00

Year Completed: 2015

**Blind Date**

Artist: Jim Johnson

Loan

Medium: Bronze

Dimensions: 36" x 18"

Price: \$8,000.00

Year Completed: 2006

**Cold, Wet Eagle**

Artist: Jim Johnson

Loan

Medium: Welded steel and sheet
copper

Dimensions: 7' x 30" x 30"

Price: \$15,000.00

Year Completed: 2021



Iron Glory

Artist: Ric Smith

Loan

Medium: Salvage Steel and Chain

Dimensions: 94" x 54" x 6"

Price: \$5,500.00

Year Completed: 2015

**Entwined**

Artist: Ric Smith

Loan

Medium: Fabricated Steel

Dimensions: 50" x 50" x 96"

Price: \$5,000

Year Completed: 2021

**Starting Precious Memories**

Donated by Boucher Jewelers

Loan

Medium: Bronze

Dimensions: 5' x 5'

Year Completed: 2016

**Sasquatch**

Artist: James Lukinich

Owned by City of Keizer

Medium: Wood

Dimensions: 6' x 2' x 2'

Year Completed: 2021



Thomas Dove Keizer

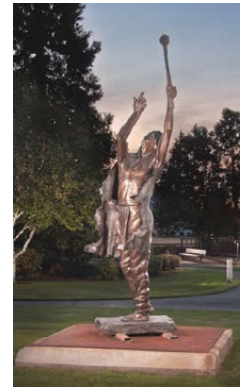
Artist: Gareth Curtiss
 Owned by City
 Medium: Bronze
 Dimensions: Life-size
 Year Completed: 2008

**Trilat Relic (Fragments)**

Artist: Joseph Mross
 Loan
 Medium: Beaten Copper sheet, riveted to steel frame
 Dimensions: 11' x 3'6" (350 lbs.)
 Price: \$13,400.00
 Year Completed: 2010

**Twilight Reverence**

Artist: Jim DeMetro
 Loan
 Medium: Cast Bronze
 Dimensions: 120" x 30" x 28"
 Price: \$25,000.00
 Year Completed: 2010

**Summer Breeze**

Artist: Jim DeMetro
 Loan
 Medium: Cast Bronze
 Dimensions: 60" x 26" x 24"
 Price: \$6,500.00
 Year Completed: 2010



Keizer Heritage Story Pole

Artist: 3-D Art & Chainsaw Sculptures
Owned by City
Medium: Existing tree trunk
Year Completed: 2019



Keizer Agricultural Heritage Story Pole

Artist: James Lukinich
Owned by City
Medium: Existing tree trunk
Year Completed: 2020



Insta-Art at Keizer Rapids Park

Artist: Isabella Biondi
Owned by City
Medium: Paint on Concrete
Year Completed: 2021



Iris Parade

Artists: Community
Easement granted to City
Medium: Paint on Concrete
Year Completed: 2016



Valley Treasures Mural

Artist: Colleen Goodwin-Chronister
 Easement granted to City
 Dimensions: 12' x 30'
 Medium: Paint on Concrete
 Year Completed: 2014



IV. Short Term Art Projects: Definition - 12 month

The City designates \$3,000 for resources. As of 2020, budget is refreshed in July of every year.

- Holiday Card Contest– (Annual) **\$300**
- Insta Art at the park **(Complete 2021)** **\$200**
- Add another bronze sculpture (timeline 2021)
- Eagle Bronze Sculpture Placement **(Complete 2021)** **\$500**
- Dedication of Story Poles & Storyboard **(Complete 2021)** **\$800**
- Sasquatch in Keizer Rapids Park **(Complete 2021)** **\$1500**

V. Future Art Projects: Definition - over 1 to 10 years

- Apply anti-graffiti coating **EVERY 5 YEARS** on existing murals/insta-art. (Applied 2016, 2021 (TEX-COAT used) 2026, 2031)

TEX-COTE (Textured Coatings of America) Anti-Graffiti Coating Systems – Graffiti Gard 1.800.454.0340, www.texcote.com Vendor: PORTLAND TECH SALES GROUP/WESTERN, CHEMICAL LABS, LLC, 4800 SW Meadows Road Suite 300, Lake Oswego, OR 97035, Direct: 503.534.3768, Office: 503.534.3517, Fax: 503.534.3570, Cell: 503.704.8523

- **ANNUALLY:** Apply sealant on wooden pieces.
- **ANNUALLY:** In March review Holiday Card Submissions
- Secure funding for purchase of Cold, Wet Eagle on Chemawa and River
- One (1) additional sculpture on pad
- Five (5) Murals or Insta-Arts
- Rosalie's Cows at the Round-a-bout at Chemawa and Verda (always have had cows in the pasture)

- Mosaic tile project by Civic Center splash fountain.
- Purchase art for gallery from artists who displayed during past fiscal year if money is in the budget at the end of the fiscal year.
- Sidewalk Chalk Art Contest
- Obtain Budget/Grants for projects
- Wind Art
- Wrapping/Painting of the utility boxes – **Example Shown Below**



- Banners along River Road
- Cultural Art

VI. Guidelines for Future Projects

- Share your proposal or idea with the Keizer Public Arts Commission (KPAC) by mail, email, or in person at a regularly scheduled meeting at City Hall.
- Provide some details of the idea or project:
 - Location
 - Size
 - Management
 - Cost projections and management
- If KPAC agrees to move forward with your idea/project be prepared to:
 - Define a project timeline
 - Designate a contact person/project manager
 - Engage the appropriate parties (property owners, artists, craftspeople, tradespeople, etc.)
 - Meet with City Council and other appropriate approval bodies
 - Complete project on time and within budget.

COUNCIL MEETING: January 18, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: TIM WOOD, FINANCE DIRECTOR

SUBJECT: AUTHORIZATION FOR THE FINANCE DIRECTOR TO ENTER INTO AN INTERAGENCY CORONAVIRUS STATE FISCAL RECOVERY FUND GRANT AGREEMENT WITH THE STATE OF OREGON

BACKGROUND:

During the November 15, 2021 regular City Council meeting, the council authorized a supplemental budget to recognize and appropriate \$850,000 in grant funds allocated to the City as part of Oregon House Bill 5006. The funds are from the Coronavirus State Fiscal Recovery Fund. At the time of the supplemental budget the City had not yet received the official grant documents – See agreement attached to the Resolution.

The \$850,000 will be used for two projects:

Meadows Pump Station

\$700,000 will be used to construct a building and filter plant to remove/reduce manganese and iron bacteria from the existing Meadows Pump Station. This will provide higher quality drinking water to the water distribution system and will allow the use of the Meadows well on a more regular basis.

In addition to providing higher quality drinking water, by using grant funds to complete this project Keizer residents will save approximately \$70 per household on their city services bill.

CASA of Marion County

\$150,000 will be used to support CASA of Marion County. CASA of Marion County serves at risk youth, 0-18 years in foster care due to abuse and neglect; Safe Families of the Mid-Willamette Valley serves all of Marion and Polk Counties and is dedicated to decreasing the number of children and families becoming involved with the foster care system by providing short term respite care for children, 0-18 years of age for families in crisis.

This funding is earmarked to embark on volunteer recruitment activities and campaigns for both programs that were postponed due to COVID. These funds will be also used for programming to help with the training and supervision needs for CASA and Safe Families for Children volunteers due to pandemic shutdowns being lifted and the number of kids coming into foster care increasing.

The funding will help support a 0.25 FTE position focused on data entry and case monitoring to ensure quality data collection to report outcomes to the State Legislature and 0.75 FTE for Program Management.

RECOMMENDATION: Staff recommends the council adopt the attached resolution authorizing the Finance Director to enter into an interagency grant agreement with the State of Oregon associated with the Coronavirus State Fiscal Recovery Fund.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING FINANCE DIRECTOR TO SIGN CORONAVIRUS STATE FISCAL RECOVERY FUND GRANT AGREEMENT (MEADOWS PUMP STATION AND CASA SUPPORT)

WHEREAS, the State of Oregon through its Oregon Department of Administrative Services is now requesting signature on the Coronavirus State Fiscal Recovery Fund Grant Agreement, which was allocated to the City as part of Oregon House Bill 5006;

WHEREAS, the funds received are for the purpose of the Meadows Pump Station and CASA Support;

WHEREAS, the City desires to be eligible for the funds and desires to sign the appropriate documentation;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Finance Director is authorized to sign the attached Coronavirus State Fiscal Recovery Fund Grant Agreement.

BE IT FURTHER RESOLVED that the Finance Director or City Manager is directed and authorized to take all action necessary and appropriate in connection with such funding within the normal budgetary constraints of the City of Keizer.

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2022.

4

5 SIGNED this _____ day of _____, 2022.

6

7

8

9

Mayor

10

11

City Recorder

12

**CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT**

Contract Number: 8015

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Department of Administrative Services (“DAS”), and City of Keizer, Oregon (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Contract shall expire **October 1, 2024**.

This Contract includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B - Insurance Requirements and Exhibit C - Federal Award Identification.

Pursuant to Oregon Laws 2021, chapter 669, section 74, DAS is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of the Meadows Pump Station and CASA Support as more particularly described in Exhibit A.

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$850,000.00.

Completion Deadline: June 30, 2024.

SECTION 2 - FINANCIAL ASSISTANCE

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as DAS may reasonably require.

SECTION 3 - DISBURSEMENT

- A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.
- B. Financing Availability. DAS’s obligation to make, and Recipient’s right to request disbursement under this Contract terminate on the Completion Deadline.
- C. Conditions to Disbursements. DAS has no obligation to disburse Grant funds unless:
 - (1) DAS has sufficient funds currently available for this Contract; and
 - (2) DAS has received appropriations, limitations, allotments or other expenditure authority sufficient to allow DAS, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.

SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to build a Meadows Pump Station and provide CASA Support (the “Project”). Recipient may only use Grant funds to cover Project costs incurred during the period beginning March 3, 2021, and ending on the Completion Deadline (“Eligible Costs”). Recipient must disburse the entire Grant Amount on Eligible Costs no later than the Completion Deadline.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS as follows:

A. Organization and Authority.

- (1) Recipient is a local government validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802) from which the Grant is funded, including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the “CSFRF”).

C. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.

- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to DAS a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to DAS the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
- (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
- (3) Recipient shall save, protect and hold harmless DAS from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (4) Recipient is authorized to use the Grant to pay itself for those administrative costs that are eligible costs under the CSFRF to implement the Project. DAS's approval of Recipient's administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

G. Federal Funds. DAS's payments to Recipient under this Grant will be paid by funds received by DAS from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.

- H. Insurance. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers, insuring against liability, in the coverages and amounts described in Exhibit B.
- I. Return of Undisbursed Grant Funds. Recipient must return to DAS any Grant funds not disbursed by the Completion Deadline.
- J. Financial Records. Recipient will cooperate with DAS to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide DAS the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- K. Inspection. Recipient shall permit DAS, and any party designated by DAS, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Contract. Recipient shall supply any Contract-related information as DAS may reasonably require.
- L. Notice of Event of Default. Recipient shall give DAS prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless DAS and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Contract; however, the provisions of this section are not to be construed as a waiver by DAS of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- N. Representations and Covenants Regarding Prevailing Wage.
- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Recipient shall:
 - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and

- c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contactor in a contract with an estimated cost of \$200,000 or greater to:
- i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
 - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
 - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

SECTION 7 - DEFAULT

- A. **Recipient Default.** Any of the following constitutes an “Event of Default” of Recipient:
- (1) **Misleading Statement.** Any materially false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
 - (2) **Failure to Perform.** Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- B. **DAS Default.** DAS will be in default under this Contract if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract.

SECTION 8 - REMEDIES

- A. DAS Remedies. Upon the occurrence of an Event of Default, DAS may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of DAS's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from DAS. If, as a result of an Event of Default, DAS demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon DAS's demand. DAS may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. DAS reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by DAS, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims DAS has against Recipient.

SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, DAS may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If DAS anticipates a shortfall in applicable revenues or DAS fails to receive sufficient funding, appropriations or other expenditure authorizations to allow DAS, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of DAS to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.
- Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.
- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of DAS.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. DAS and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 6 (excepting 6.H, Insurance), 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DAS by its attorneys.

M. Public Records. DAS’s obligations under this Contract are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Department of Administrative Services

CITY OF KEIZER, OREGON

By: _____
DAS Authorized Representative

George Naughton
DAS Chief Financial Officer

By: _____
Authorized Representative Signature

Authorized Representative Name and Title

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Samuel B. Zeigler 12/16/2021
Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A
CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:**DAS**

State of Oregon, acting by and through its
 Department of Administrative Services
 155 Cottage St. NE
 Salem, OR 97301-3966

Contract Administrator: Stephanie Tyrer

Telephone: 971-374-3308

Email: statefiscal.recoveryfund@das.oregon.gov

Recipient

City of Keizer, Oregon

930 Chemawa Rd NE
 Keizer, OR 97303

Contact: Tim Wood

Telephone: 503-856-3413

Email: woodt@keizer.org

Use of Funds/ Project Description:

Recipient shall construct a building at the Meadows Pump Station to remove/reduce manganese and iron bacteria from the existing Meadows Pump Station. Recipient shall also support CASA of Marion County to serve at-risk youth in foster care due to abuse and neglect.

Reporting Requirements:**Schedule**

Report Name	Frequency	Due Dates
Project Performance Plan	One-Time	January 15, 2022
Quarterly Report	Quarterly	April 15 th , July 15 th , October 15 th , January 15 th
Annual Report	Annually	January 15, 2022; July 15 th annually thereafter

Project Performance Plan

Recipient shall submit to DAS, using a template and instructions provided by DAS, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

Quarterly Reports

Recipient shall submit Quarterly Reports to DAS which shall include such information as is necessary for DAS to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by DAS that includes the following information:

1. Expenditure Report
 - a) Quarterly Obligation Amount
 - b) Quarterly Expenditure Amount
 - c) Projects
 - d) Primary Location of Project Performance
 - e) Detailed Expenditures (categories to be provided by DAS)
2. Project Status Update
 - a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
 - b) Progress since last update including project outputs and achieved outcomes.
 - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
 - d) Optional: Share with DAS community outreach/engagement or other positive local news stories.

Annual Reports

Recipient shall submit to DAS a report annually on the following, as applicable, using a template provided by DAS:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable

Administrative Costs

Recipient shall also deliver to DAS no later than July 15, 2024, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the CSFRF. Grant funds may not be used to pay for any costs incurred after the Completion Deadline. For any unexpended Grant funds that were allocated for administrative costs as provided in the not-to-exceed amount above, DAS will direct Recipient on how to return or expend any such funds.

EXHIBIT B – INSURANCE REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit B before performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its subcontractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

A. Automobile Liability Broadened Pollution Liability Coverage Endorsement

If Recipient is transporting any type of **hazardous materials** to implement the Project, then endorsements CA 99 48 or equivalent and MSC-90 (if Recipient is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Recipient shall provide continuous claims made coverage as stated below.

POLLUTION LIABILITY:

Required **Not required**

Pollution Liability Insurance covering Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Recipient, all arising out of the Project (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by Recipient that arise from the Project (including transportation risk) performed by Recipient under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the DAS or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DAS has received a waiver of subrogation endorsement from Recipient or Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of:

- (i) Recipient's completion and DAS's acceptance of all Services required under the Contract, or
- (i) DAS or Recipient termination of this Contract, or
- (ii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, Recipient shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

Recipient or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by DAS under this Contract and to provide updated requirements as mutually agreed upon by Recipient and DAS.

STATE ACCEPTANCE:

All insurance providers are subject to DAS acceptance. If requested by DAS, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DAS's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C
FEDERAL AWARD IDENTIFICATION
(REQUIRED BY 2 CFR 200.332(A)(1))

(i) Subrecipient* Name: <i>(must match name associated with UEI)</i>	City of Keizer, Oregon
(ii) Subrecipient's Unique Entity Identifier (UEI):	038038147 (DUNS)
(iii) Federal Award Identification Number (FAIN):	SLFRP4454
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	July 23, 2021
(v) Grant period of performance start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vi) Grant budget period start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vii) Amount of federal funds obligated by this Grant:	\$850,000.00
(viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:	\$
(ix) Total amount of the federal award committed to Subrecipient by pass-through entity**: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$850,000.00
(x) Federal award project description:	Coronavirus State Fiscal Recovery Fund
(xi) a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Stephanie Tyrer, COVID Fiscal Relief Mgr. statefiscal.recoveryfund@das.oregon.gov
(xii) Assistance listings number, title and amount:	Number: 21.027 Title: Coronavirus State and Local Fiscal Recovery Funds Amount: \$2,648,024,988.20
(xiii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	
b. Is the 10% de minimis rate being used per 2 CFR § 200.414?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to DAS.

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.

COUNCIL MEETING: JANUARY 18, 2022**TO: MAYOR CLARK AND CITY COUNCIL MEMBERS****THROUGH: R. WES HARE, INTERIM CITY MANAGER****FROM: TIM WOOD, FINANCE DIRECTOR****SUBJECT: Community Prosperity Funding Economic Development Priorities****BACKGROUND:**

At the January 21, 2020 meeting, the City Council approved an agreement with Marion County for a new program to disperse Economic Development funds, called “Community Prosperity Initiative”. This would be to grant \$15,000 per year for three years to address one or more of the Goals outlined in the Economic Development Strategy.

Marion County has proposed an amendment to the intergovernmental agreement to extend it for an additional two years, increasing the total funds received by the City from \$45,000 to \$75,000 (\$15,000 per year).

The list of potential Economic Development actions the city could take (which was included with the original staff report from the January 21, 2020 meeting) include:

- “Tournament Town” Sports facilities development and support.
- Revitalization Plan Public Investments (plaza, focal points, River Rd/Lockhaven Reconfiguration).
- Food Truck Pod on city owned property.
- Prep City Owned properties—grading, clearing, and debris disposal—development ready.
- Consultant services to Market city owned property for Economic Development.
- Consultant services to create Urban Renewal District.
- Small Business Grants/Loans.
- Consultant services for Employment Lands UGB Expansion—adding to City Resources.

The initial \$45,000 of Community Prosperity Initiative Funding was used to provide small business grants in response to the COVID19 pandemic.

RECOMMENDATION:

Staff recommends the Council adopt the attached resolution authorizing the City Manager to sign the agreement and then by minute motion, direct staff as to the project or projects to pursue.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING CITY MANAGER TO SIGN AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT BETWEEN MARION COUNTY AND CITY OF KEIZER FOR COMMUNITY PROSPERITY INITIATIVE

WHEREAS, Marion County and the City entered into an Intergovernmental Agreement for Community Prosperity Initiative on or about January 22, 2020;

WHEREAS, the term of the Agreement is through June 30, 2022;

WHEREAS, Marion County desires to extend the term of the Agreement through June 30, 2024;

WHEREAS, Marion County and the City are authorized to enter into agreements under Oregon Revised Statutes Chapter 190;

WHEREAS, Marion County and the City wish to enter into the attached Amendment No. 1 to the Intergovernmental Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to sign the attached Amendment No. 1 to the Intergovernmental Agreement for Community Prosperity Initiative.

BE IT FURTHER RESOLVED that funds received by the City from County under this Amendment No. 1 to the Intergovernmental Agreement shall be used for an eligible project or projects as determined by Council.

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2022.

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5 SIGNED this _____ day of _____, 2022.

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Mayor

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City Recorder

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AMENDMENT #1 to the
INTERGOVERNMENTAL AGREEMENT
between
MARION COUNTY and CITY OF KEIZER
For
COMMUNITY PROSPERITY INITIATIVE

The Intergovernmental Agreement, entered into pursuant to ORS Chapter 190, as may be amended from time to time, the "Agreement," between Marion County "County", a political subdivision of the State of Oregon, and City of Keizer, "City", dated January 22, 2020.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

2. TERM AND TERMINATION

2.1 This Agreement shall be effective for the period of execution through June 30, 2024 [2022] unless sooner terminated or extended as provided herein.

3. FUNDING AND BILLING

3.1 The total amount paid under this Agreement shall not exceed \$75,000.00 [45,000.00]. Payment will be made to City according to the schedule in Section 4.

4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

4.1.4 Payments will be made to the City on the following schedule:

a. \$15,000 shall be paid upon signed Agreement and submission of an invoice.

b. Subsequent payments of \$15,000 shall be paid each year after July 1 [2020], upon receipt and approval of required reports for the prior fiscal year, and submission of an invoice.

[c. \$15,000 shall be paid after July 1, 2021, upon receipt and approval of required reports for the prior fiscal year, and submission of an invoice.]

Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

Authorized Signature:  Date: 11-30-21
Department Director or designee

Authorized Signature:  Date: 12/3/21
Chief Administrative Officer

Reviewed by Signature:  Date: 12/2/21
Marion County Legal Counsel

Reviewed by Signature:  Date: 12/1/21
Marion County Contracts & Procurement

CITY OF KEIZER

Authorized Signature: _____ Date: _____

Title: _____

CITY COUNCIL MEETING: January 18, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: WES HARE
INTERIM CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: BIG TOY PICNIC SHELTERS

DATE: January 10, 2022

BACKGROUND:

Staff solicited bids through the informal bidding process for the construction of two picnic shelters for the Big Toy at Keizer Rapids Park. The shelters will be 16 feet by 24 feet, powder coated steel framework structures with metal roofs. These shelters were identified in the Parks 3 to 5 Year Priority plan developed with the implementation of the Parks Services Fee.

A total of 3 bids were received, that ranged from a high bid of \$111,935.00 to a low bid of \$81,597.00. The lowest bid was received from Buell Recreation LLC.

FISCAL IMPACT:

Funding for this project is allocated and available in the adopted FY 21-22 Parks Services Fund and the adopted FY 21-22 Parks Improvement Fund.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with the low responsive bidder, **Buell Recreation LLC** in the amount of **\$81,597.00** for the construction of two picnic shelters at the Big Toy in Keizer Rapids Park.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING CITY MANAGER TO SIGN CONTRACT WITH BUELL RECREATION LLC FOR CONSTRUCTION OF PICNIC SHELTERS AT THE BIG TOY IN KEIZER RAPIDS PARK

WHEREAS, picnic shelters at the Big Toy in Keizer Rapids Park were identified in the parks priority plan with the implementation of the Parks Services Fee;

WHEREAS, bids for the construction of the picnic shelters were solicited through an informal bidding process;

WHEREAS, three bids were received. Buell Recreation LLC submitted the low bid for a total amount of \$81,597.00;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to enter into an agreement with Buell Recreation LLC for a total cost of \$81,597.00 for the construction of two picnic shelters at the Big Toy in Keizer Rapids Park. Funding for this project is from the Parks Services Fund and the Parks Improvement Fund.

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1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2022.

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5 SIGNED this _____ day of _____, 2022.

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Mayor

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City Recorder

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CONTRACT
FOR
SHELTERS AT KEIZER RAPIDS PARK

THIS AGREEMENT, made this 12th day of January, 2022, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Buell Recreation LLC, hereinafter called "Contractor".

WITNESSETH THAT: In consideration of the mutual covenants and conditions hereinafter set forth, the Owner and Contractor hereby agree as follows:

1. **WORK BY CONTRACTOR.** The Contractor shall provide all labor and materials to provide the services described in Exhibit "A" (Quote) attached hereto and by this reference incorporated herein.
2. **TIME OF COMPLETION.** The Contractor shall complete all aspects of the project no later than August 1, 2022.
3. **BONDS.** The Contractor and all subcontractors must obtain or possess a valid Public Works Bond, filed with the Construction Contractors Board (CCB) before beginning any work on this project.
4. **PRECONSTRUCTION CONFERENCE.** Before any Work is started, a Preconstruction Conference attended by the Contractor, Public Works Director, and others as appropriate, will be held to establish a working understanding among the parties as to the Work and to discuss the procedures for handling submittals, processing applications for payment, and maintaining records. Contractor is required to request such Preconstruction Conference as soon as possible to prevent delays in the project.
5. **CONTRACT SUM.** The Contract Sum is Eighty-One Thousand, Five Hundred, Ninety-Seven dollars and no/100 (\$81,597.00).
6. **PAYMENTS.** Contractor may request partial payments as work progresses. Partial payment requests shall be submitted to the Public Works Director by the 10th calendar day of each month for processing. Payment requests shall accurately and completely detail all work completed since the last payment request up to the last day of the month. Any and all additional forms and documentation required by statute or this Agreement shall be submitted with the pay request. No partial or final payments shall be made unless required certified payroll reports have been provided to Owner. Prior to final completion and acceptance of the work, partial payments will be in an amount equal to ninety-five percent (95%) of the amount requested. The remaining five percent (5%) shall be considered retainage of the amount requested until the work is completed and accepted.

When final completion and acceptance of the work has been achieved, Contractor shall prepare for Owner's acceptance a final application for payment stating that to the best of Contractor's knowledge, and based on Owner's inspections, the work has reached final completion in accordance with the Contract Documents. Payment of the Contract Sum shall be made to Contractor within twenty (20) days after acceptance of the work by Owner and Contractor's submittal of the final application for payment and the following submissions:

- A. Any and all additional forms and documentation required by statute or this Agreement;
- B. An affidavit declaring any indebtedness connected with the work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber the project property;
- C. A statement, under oath, that it has complied with all provisions of State law governing contractors on a public contract and it has complied with the provisions governing fair employment practices;
- D. A statement by each of Contractor's subcontractors, under oath, that each of the subcontractors has complied with all provisions of State law governing contractors on a public contract and has complied with the provisions governing fair employment practices;
- E. Release of any liens, conditioned on final payment being received;
- F. A report of any accidents or injuries experienced by Contractor or its Subcontractors at the worksite.
- G. All certified payroll reports.

If the work has been substantially completed and full completion thereof is materially delayed through no fault of the Contractor and the Public Works Director so certifies, the Owner shall, upon the certificate of the Public Works Director, and without terminating the Contract, make payment for the balance due for that portion of the work fully complete and accepted, less a retained amount equal to five percent (5%) of the amount requested.

7. PAYMENTS WITHHELD. Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from losses on account of:
 - a. Defective work not remedied within a reasonable time after written notice.
 - b. Claims filed or reasonable evidence indicating probable filing of claims.
 - c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
 - d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - e. Damage to the site, adjacent public or private property, or to another contractor.
 - f. Failure of the Contractor to keep Contractor's work progressing in accordance with Contractor's time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

8. **CHANGES.** Contractor may request and/or Owner may order changes in the work or the timing or sequencing of performance of the work that impacts the Contract Price or the Contract Time. All such changes in the work that affect Contract Time or Contract Price shall be formalized in a Change Order or Contract amendment. Acceptance of the Change Order/Contract amendment and any adjustment in the Contract Price and/or Contract Time must be signed by all parties.
9. **NOTICES.** Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage fully prepaid, addressed to the parties as set forth below or such other address as either party may provide to the other by notice given in accordance with this provision.

OWNER:

Bill Lawyer
Public Works Director
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

CONTRACTOR:

Michael Phelan
Buell Recreation LLC
7327 SW Barnes Rd #601
Portland, OR 97225

10. **LICENSES AND PERMITS.** Owner shall obtain and maintain all permits required for public works contracts in the State of Oregon and shall secure and pay for all fees and permits required for the project, if any. Contractor shall obtain and maintain all licenses required for public works contracts in the State of Oregon and shall secure and pay for all fees for licenses required for the project, if any. Contractor shall comply with all laws, ordinances and regulations, (Federal, State, or local) which may be applicable to the project to be conducted hereunder.
11. **RESPONSIBILITY OF PUBLIC WORKS DIRECTOR.** The term "Public Works Director" herein shall be Bill Lawyer, or his duly authorized representative. The Public Works Director shall have full authority to interpret the plans and specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract. It shall be the duty of the Public Works Director to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications.
12. **WAIVER.** It is expressly understood and agreed that any waiver granted by the Public Works Director or the Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other

terms, provisions, or covenants of this Contract. Neither the acceptance of the work by Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver, by the Owner, of any claim which the Owner may have against the Contractor.

13. **LIABILITY INSURANCE.** The Contractor shall procure and maintain ongoing and completed liability insurance as hereinafter specified at Contractor's own expense. All such insurance shall be subject to the approval of the Owner for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to the Owner in writing. Contractor must provide the Owner with a certificate of insurance and endorsement evidencing the insurance within five (5) days from Contractor's execution of this Contract. Contractor shall not commence work until the required evidence has been delivered to Owner. The endorsement must insure the City of Keizer as an additional insured. "The City of Keizer" includes its officers, agents, contractors, and employees. The insurance requirement is to be in effect during the life of this Contract. The liability insurance required is as follows:

- a. Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$2,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$1,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$2,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

- b. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 issued to Contractor and protecting him from all claims arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

14. **WORKERS COMPENSATION INSURANCE.** The Contractor shall procure and maintain, at Contractor's own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Contractor's employees at the site of the

project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Certificates evidencing the issuance of such insurance shall be filed with the Owner within five (5) days after execution of this Contract.

15. INDEMNITY. The Contractor shall indemnify the Owner, the Owner's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, Contractor's agents, or employees, in the execution of the work or in guarding the same.

16. SUBCONTRACTS. The Contractor shall have full responsibility under these conditions, general provisions, plans and specifications for any subcontracts which Contractor may let. Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind each subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the work. Contractor shall submit a certification to Owner that all subcontractors performing work will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

17. CONTRACTOR PAYMENTS. Contractor shall: (1) make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract; (2) pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractor incurred in the performance of the Contract; (3) not permit any lien or claim to be filed or prosecuted against the Owner because of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees.

If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract.

18. PROTECTION OF WORK AND PROPERTY. The Contractor shall continuously maintain adequate protection of all Contractor's work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with the activities under this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be due to errors in the Contract documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the work site, warning against any hazards created by the work being done under this Contract. Contractor shall designate a responsible member of Contractor's organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Owner in writing. In any emergency affecting the safety of life, or of the work or adjoin property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and Contractor must take such action if so instructed or authorized by the Owner. The Contractor shall also protect adjacent property as required by law.

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor and sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

19. WORK HOURS. Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Furthermore, Contractor shall not employ any person performing work under this contract for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Contractor shall pay all individuals performing work under this contract at least time-and-a-half pay for:

- a. All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- b. All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. All work performed on Saturday or Sunday and on any legal holiday specified in ORS 279C.540.

20. PREVAILING WAGE. Contractor must ensure that each worker in each trade or occupation employed in the performance of this Contract either by the Contractor, Sub-contractor or other person doing or contracting to do the whole or any part of the work on this Contract, shall be paid not less than the applicable prevailing rate of wage set forth in the attached schedule pursuant to ORS 279C.840(4) & OAR 839-016-0033(1).

Contractor shall maintain all records and file all wage certification forms as required by Oregon Administrative Rules.

A. Prevailing Wage Requirements

a. Applicable Prevailing Wage Rates

- i. If this project is subject to the applicable Oregon Prevailing Wage Rate publication and any amendments, and/or the federal Davis Bacon Wage Rate Act (40 U.S.C. 3141 et seq.), in effect at the time of solicitation, the Contractor shall pay the wage rate and fringe benefits listed in the Bureau of Labor and Industries publication titled "January 1, 2022 Prevailing Wage Rates for Public Works Contracts in Oregon", which is incorporated herein by reference or can be accessed and downloaded at BOLI's website at: <http://www.oregon.gov/boli/WHD/PWR>.
- ii. If the project is subject to the federal Davis Bacon Act, the current wage rate publication for Oregon can be accessed and downloaded at <http://www.dol.gov/whd/govcontracts/dbra.htm>. ORS.279C.838.
- iii. If the project is subject to the Davis-Bacon Act and if the state prevailing rate of wage is higher than the federal prevailing rate of wage that is in effect at the time a public agency enters into a contract with a contractor for the project, the contractor and every subcontractor on the project shall pay no less than the state prevailing rate of wage. ORS 279C.838.
- iv. All prevailing wage rates that apply to the project must be posted at the job site. Every contractor on the site is responsible for this posting. ORS 279C.840(4) & OAR 839-025-0033(1).
- v. All contracts and subcontracts for this project must include a provision that each worker in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of wage, or the applicable federal prevailing rate of wage, whichever is higher. ORS 279C.838.

b. Certified Payroll Filing Requirements

- i. Every employer on a covered project must file certified payroll records with the Owner. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.845 to 279C.860.

c. Certified Payroll Form

- i. To help employers satisfy the filing requirement, Form WH-38 is included in each PWR rate book. BOLI does not require contractors to use this form, but contractors must supply all information the form requests and this information must be certified.

Employers using their own forms or reports can comply with the certification requirement by attaching and completing a copy of the certification from the WH-38 form to their filing.

Employers must submit the hours worked each day by each employee, his or her name, address, the pay rate, work classification, gross pay to the employee and the amount contributed to any third party fringe benefits (and the type of benefit provided).

To meet filing requirements, the employer must sign the certified payroll to confirm that the information is true and complete. Unsigned reports do not satisfy the filing requirement. Submitting false or incomplete information can be the basis for civil penalties or debarment.

The Contractor and subcontractors shall preserve the certified statements for a period of three (3) years from the completion of the contract.

d. Certified Payroll Retainage

- i. As required in ORS 279C.845, the Owner will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845. The Owner will pay to the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.
- ii. As required in ORS 279C.845, the Contractor shall retain 25% of any amount earned by a first tier subcontractor on the project until the first tier subcontractor has filed with the Owner the certified statements required in ORS 279C.845. Before paying any amount retained, the Contractor shall verify that the first tier subcontractor has filed the certified statement. Within 14 days after the first tier subcontractor files the required certified statement the Contractor shall pay the first tier subcontractor any amount retained.

21. QUALIFYING EMPLOYEE DRUG TESTING PROGRAM. Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying

Employee Drug Testing Program for its employees that includes, at a minimum a written employee drug testing policy, required drug testing for all new subject employees or, alternatively, required testing of all subject employees every 12 months on a random selection basis, and required testing of a subject employee when the Contractor has reasonable cause to believe the subject employee is under the influence of drugs.

22. SAFETY MEASURES. Contractor agrees that Contractor, Contractor's employees, and subcontractors will comply with all OSHA regulations applicable to the work being performed, and with all state and federal requirements, including, but not limited to, ADA, Civil Rights Act, and EEO requirements. Contractor agrees that all personnel must wear safety vests at all times.

23. INSPECTION. Owner and his representative shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to inspection and approval.

The inspection of the work shall not relieve the Contractor of any of Contractor's obligations to fulfill the Contract in full and as prescribed. Defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such defective work and material may have been previously overlooked and accepted on estimates for payment. No work shall be done at night without the prior written approval of Owner.

24. DEFECTIVE WORK OR MATERIAL. The Contractor shall promptly remove from the premises all work and materials condemned by Owner as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute Contractor's own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

25. LIENS. Contractor shall not permit any lien or claim to be filed or prosecuted against the City of Keizer, Oregon or the private property owner, in connection with this contract and agrees to assume responsibility should such lien or claim be filed. If at any time there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor shall be liable to the Owner for any loss so sustained.

26. OWNER'S RIGHT TO TAKE OVER THE WORK. If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over its affairs, or if it should fail to prosecute its work with due diligence and carry the work forward in accordance with its work schedule and the time limits set forth in the Contract documents, or if it should fail to substantially perform one or more of the provisions of the Contract documents to be performed by it, the Owner may serve written notice on the Contractor, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily corrected within ten (10) days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of the following such remedies, at once, having first obtained a certificate from the Public Works Director that sufficient cause exists to justify such action.

- a. The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor, whereupon Owner may itself take over the work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of its service, the Contractor shall not be entitled to any further payment under this Contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the Contract price when the Owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such costs, expenses and damages shall exceed such unpaid balance of the Contract price, the Contractor shall pay the difference to the Owner. Such costs, expenses, and damages shall be certified by the Public Works Director.
- b. The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to collect from the Contractor, or to deduct from any payment then or thereafter due the Contractor, the cost incurred by it through the default of the Contractor, provided the Public Works Director approves the amount thus charged to the Contractor.

The above remedies are in addition to any other remedies allowed by law or equity.

27. OWNER'S RIGHT TO TERMINATE CONTRACT. Owner may terminate this Contract upon seven (7) days written notice to Contractor if Owner fails to

receive funding, appropriations, limitations or other expenditure authority sufficient to allow Owner to pay for services under this Contract.

28. **CONTRACTOR'S RIGHT TO STOP OR TERMINATE CONTRACT.** If the work shall be stopped under an order of any court or other public authority for a period of no less than three (3) months through no act or fault of the Contractor or of any one employed by it, then the Contractor may on seven (7) days written notice to the Owner stop work or terminate this Contractor and recover from the Owner payment for all work executed to the date of stoppage, any losses sustained from any plant or material, and a reasonable profit. If the Public Works Director shall fail to issue any certificate for payment within ten (10) days after it is due, or if the Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation to the Owner any sum certified by the Public Works Director, then the Contractor may, on seven (7) days written notice to Owner, terminate the Contract and recover from the Owner payment for all work executed to date, any losses sustained upon any plant for material, and a reasonable profit.

29. **DELAYS AND EXTENSION OF TIME.** If the Contractor is delayed at any time in the progress of the work by an act or neglect of the Owner, or any employee of Owner, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Public Works Director, or by any cause which the Public Works Director shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Public Works Director may decide.

No such extensions shall be made for a delay occurring more than seven (7) days before claim therefore is made in writing to the Public Works Director. In the case of a continued cause of delay, only one claim is necessary. This section does not exclude the recovery of damages for delays by either party under other provisions in the Contract documents.

30. **ACCEPTANCE.** Final inspection and acceptance of the work shall be made by the Owner and local appointed authority. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.

31. **GUARANTEE.** Contractor agrees to guarantee all work under this Contract for a period of one (1) year from the date of final acceptance thereof. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or not in accordance with the Contract, Contractors agrees, whenever notified by Owner, to immediately place such guaranteed work in a condition satisfactory to Owner and make repairs of all damage made necessary in the fulfillment of the guarantee. This provision shall survive termination of this Contract.

32. DISPUTE RESOLUTION.

- (a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the Owner within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Marion. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Salem, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Marion County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the Owner. Insofar as the Contractor and the Owner legally may do so, they agree to be bound by the decision of the arbitrator.
- (b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the Owner shall make payments as required by the Agreement for undisputed portions of work.

33. ASSIGNMENT. Neither Owner nor Contractor shall assign its interest in this Contract without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Contract shall be binding upon both parties, their partners, successors, assigns and legal representatives. Neither party to this Contract shall assign the Contract as a whole without written consent of the other.

34. INDEPENDENT CONTRACTOR STATUS. The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner. Contractor is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement.

35. GOVERNING LAW. This Contract shall be governed by the laws of the State of Oregon.

36. SEVERABILITY. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor. Owner and Contractor agree that this Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

37. COMPLIANCE. The Contractor shall comply with and require its subcontractors to comply with all applicable provisions of Federal, State and local statutes, ordinance, orders, rules, regulations, and all other specifications and provisions as contained within these Contract documents.

38. INCORPORATION; PRECEDENCE. The Exhibits, if any, attached to this Contract are incorporated herein as if fully set forth in this Contract. If any provision of any Exhibit conflicts with the provisions of this Contract, the terms of this Contract shall govern.

39. SIGNATURE. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF KEIZER

BUELL RECREATION LLC

By: _____
_____,
City Manager

By: Trent Connor
Operations Supervisor
1/12/22

APPROVED AS TO FORM:

Keizer City Attorney

Buell Recreation LLC
 7327 SW Barnes Rd #601
 Portland, OR 97225
 +1 5039221650
 admin@buelldrecreation.com



Quote

ADDRESS

City of Keizer
 930 Chemawa Rd NE
 Keizer, OR 97307

SHIP TO

City of Keizer
 930 Chemawa Rd NE
 Keizer, OR 97307

QUOTE #	DATE	EXPIRATION DATE
R22-0004	01/05/2022	02/05/2022

SALES REP

Rachel

ACTIVITY	QTY	RATE	AMOUNT
HP-1624-SW Steelworx Hip Shelter 16'x24' 7'6" Eave with 4:12 Roof Pitch, Polyester Powder Coated Framework, 4 ga MultiRib Metal Roof	2	14,030.00	28,060.00
Engineered Drawings Sealed Engineered Drawings, footings, and calculations. NOTE: Lead Time begins after approved detailed drawings are sent to Buell Recreation with notification to proceed with fabrication.	1	1,050.00	1,050.00
MAIL DRAWINGS TO: _____			
Freight Shipping -does not include off loading Forklift generally required for offloading	1	5,885.00	5,885.00
Complete Installation Complete Installation to include: -Concrete Walks and Foundation- The concrete slab will have an adequate rock foundation underneath and have finished height near ground level, not 4-6" above the level of the grass. -SOG -All labor and concrete material necessary for the installation of Steel Hip Structures -Clean-up -Includes Prevailing Wages	1	46,602.00	46,602.00
Any changes, additions, or delays to this proposal will affect pricing. Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges (change order). Work cannot commence until change order(s) are fully executed.			
Buell Billing Please make payment to Buell Recreation and fax to 866-597- 0033	1	0.00	0.00
Terms Private Full Payment or Major Credit Cards accepted for charges under \$5,000. Order can not be completed without advance payment.	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
Credit Application- Prepaid 50% or greater down payment with excellent credit per credit approval. Remaining balance net 30 days of product shipment. Installation due upon completion Lead Time Lead Time is approx. 22 weeks from receipt of your completed order and payment (if required). Lead times can fluctuate so please inquire upon time of ordering.	1	0.00	0.00

TOTAL

\$81,597.00

PLACING AN ORDER: Upon ordering please review and return this signed quote with a copy of your purchase order and tax exempt certificate, if applicable. Please mark any changes on the quote such as billing/shipping address, drivers contact and color selection.

Accepted By

Accepted Date

CITY COUNCIL MEETING: January 18, 2022**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THRU: WES HARE
INTERIM CITY MANAGER**

**FROM: JOHN TEAGUE
CHIEF OF POLICE**

SUBJECT: Authorization for Disposition of Police Service Dog

ISSUE:

The City of Keizer Police Department has identified that K9 Kobe is no longer suitable for police work due to health status. K9 Kobe was obtained in November 2017 as a three year old and has served the department and community well for the past four years.

Keizer City Ordinance 90-167 allows for disposition of police service dogs.

RECOMMENDATION:

It is recommended that Council authorize Officer Scott Keniston to acquire K9 Kobe for the sum of one dollar (\$1.00) and assume all responsibility for the dog including its maintenance, condition, and conduct.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZATION FOR DISPOSITION OF
POLICE SERVICE DOG “KOBE”

WHEREAS, the City of Keizer’s Police K-9 dog, Kobe, is no longer suitable for police work;

WHEREAS, the City of Keizer Police Department desires to retire Kobe to his handler;

WHEREAS, Ordinance No. 90-167 provides to the disposition of police service dogs;

WHEREAS, the City Council desires to sell Kobe to his handler for the sum of \$1.00 and his handler, Officer Keniston, desires to acquire Kobe and agrees to assume all responsibility for Kobe including maintenance, condition, and conduct;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the police service dog known as “Kobe” shall be sold to Officer Keniston for the sum of \$1.00 upon the condition that Officer Keniston obtain a license for Kobe and agrees in writing to accept full future responsibility for Kobe including Kobe’s maintenance, condition, and conduct.

1 BE IT FURTHER RESOLVED that Officer Keniston shall further agree in
2 writing that Kobe will not be used in any way to generate income or profit for any
3 person, including Officer Keniston, other than profits from breeding.

4 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
5 upon the date of its passage.

6 PASSED this _____ day of _____, 2022.

7

8 SIGNED this _____ day of _____, 2022.

9

10

11

Mayor

12

13

14

City Recorder



**MINUTES
KEIZER CITY COUNCIL
SPECIAL SESSION
Monday, December 20, 2021
Keizer, Oregon**

**CALL TO
ORDER**

Mayor Clark called the Special Session to order at 6:00 p.m. Attendance was taken as follows:

Present:

Cathy Clark, Mayor
Laura Reid, Councilor
Elizabeth Smith, Councilor
Dan Kohler, Councilor
Roland Herrera, Councilor
Kyle Juran, Councilor

Staff Present:

Wes Hare, Interim City Manager
Shannon Johnson, City Attorney
Bill Lawyer, Public Works
Machell DePina, Human Resources
Tracy Davis, City Recorder

Absent:

One Position Vacant

DISCUSSION

**a. Presentation
by Candidates
for City
Council
Position
Number Two**

Mayor Clark summarized the process that would take place and read a letter from Dr. Anthony Rosilez who was unable to participate in the selection process.

Presentations including their background, qualifications and the reason they wanted to serve were given by the following candidates: LaTonya Gibbs, Rich Rodriguez, Shaney Starr, Michele Roland-Schwartz, Don'll McBride, and Hersch Sangster.

City Attorney Shannon Johnson reviewed the next steps as detailed in the Council Rules of Procedure.

**b. RESOLUTION
– Validating
Appointment
to City
Council
Position
Number Two**

First vote by ballot:

Kohler:	Starr
Herrera:	Roland-Schwartz
Reid:	Roland-Schwartz
Clark:	Starr
Smith:	Starr
Juran:	Sangster

Tally: Starr (3)
Roland-Schwartz (2)
Sangster (1)

With no candidate receiving a majority, a second vote was taken with Starr and Roland-Schwartz on the ballot. Second vote by ballot:

Kohler: Starr
Herrera: Roland-Schwartz
Reid: Roland-Schwartz
Clark: Starr
Smith: Starr
Juran: Starr
Tally: Starr (4)
Roland-Schwartz (2)

Councilor Smith moved that the Keizer City Council adopt a Resolution Validating Appointment to City Council Position Number Two Shaney Starr. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler and Juran (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: One position vacant (1)

²
ADJOURN

Mayor Clark adjourned the Special Session at 6:25 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Vacant

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____



MINUTES
KEIZER CITY COUNCIL
Monday, December 20, 2021
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:00 pm. Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Elizabeth Smith, Councilor
Laura Reid, Councilor
Daniel Kohler, Councilor
Roland Herrera, Councilor
Kyle Juran, Councilor

Staff:

Wes Hare, Interim City Manager
Shannon Johnson, City Attorney
Tim Wood, Finance Director
Bill Lawyer, Public Works Director
John Teague, Police
Shane Witham, Planning Director
Machell DePina, Human Resources
Tracy Davis, City Recorder

Absent:

Miranda Coleman, Youth Councilor
One Position Vacant

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

**a. Oath of Office –
City Council
Position #2**

City Attorney Shannon Johnson issued the Oath of Office to Shaney Starr who then took her place at the dais.

**COMMITTEE
REPORTS**

**a. Community
Diversity
Engagement
Committee
Appointments**

Interim City Manager Wes Hare summarized his staff report. Appointments to the committee were made as follows:

Kohler: Kacey McCallister
Herrera: Claire Snyder
Reid: Dr. R. W. Taylor
Smith: Kim Freeman
Starr: Will appoint at first meeting in January
Juran: Markey Toombs
Clark: Councilors Reid and Herrera
Nevaeh Music (Youth Position)

Councilor Herrera declined appointment and nominated Councilor Smith to serve. Councilor Smith accepted the appointment.

PUBLIC COMMENT

Julia Goin, Keizer, complained about unleashed dogs in Keizer Rapids Park and explained that she had reported numerous incidents and that she is now afraid to walk in the park. Public Works Director, Bill Lawyer

explained that Parks Staff continually remind people to keep their dogs leashed, but they are not authorized to enforce the park rules. Chief Teague explained that Oregon does not have a leash law, but the County does; however, enforcement is difficult outside of the City limits. He urged Ms. Goin to contact the police when an incident occurs.

Mayor Clark noted receipt of written public comment from Tom Homan regarding the December 6 Council meeting and Andrea Smith regarding meeting in Keizer.

PUBLIC HEARING

a. Sammies Keizer Liquor License Application

Mayor Clark opened the public hearing.

Wes Hare summarized the staff report.

David Dieker, Keizer, shared information about the proposed facility.

With no further testimony, Mayor Clark closed the public hearing.

Councilor Smith moved that the Keizer City Council recommend approval of the application for Sammies Keizer under the guidelines established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Juran, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: Starr (1)

ABSENT: None (0)

b. City of Keizer Parks and Recreation Master Plan

Mayor Clark opened the public hearing.

Public Works Director Bill Lawyer summarized his staff report.

With no further testimony and in order to allow the Planning Commission an opportunity to consider the Plan, Mayor Clark continued the Public Hearing to February 7, 2022.

c. Master Plan for Keizer Public Arts Commission

Mayor Clark opened the public hearing.

City Attorney Shannon Johnson summarized his staff report and noted that he wished to make minor changes (relating to contracts and dates) to the plan and would bring that back at the next meeting.

With no further testimony, Mayor Clark closed the public hearing.

Councilor Smith moved to direct staff to bring back the Arts Master Plan with suggested revisions. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Juran, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: Starr (1)

ABSENT: None (0)

ADMINISTRATIVE ACTION

- a. **RESOLUTION – Authorizing City Manager to Apply for Grants for the Roundabout Cows and/or the Splash Fountain Mosaic Project**
- City Attorney Shannon Johnson summarized his staff report.
- Councilor Smith moved that the Keizer City Council adopt a Resolution Authorizing City Manager to Apply for Grants for the Roundabout Cows And/Or the Splash Fountain Mosaic Project. Councilor Reid seconded. Motion passed as follows:
- AYES: Clark, Reid, Juran, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: Starr (1)
 ABSENT: None (0)
- b. **RESOLUTION – Authorizing the City Manager to Enter Into Keizer Station Area C Reimbursement District Reimbursement Agreement with KS Reimbursement LLC**
- City Attorney Shannon Johnson summarized his staff report.
- Councilor Smith moved that the Keizer City Council adopt a Resolution Authorizing the City Manager to Enter Into Keizer Station Area C Reimbursement District Reimbursement Agreement with KS Reimbursement LLC; Repealing Resolution R2021-3153. Councilor Reid seconded. Motion passed as follows:
- AYES: Clark, Reid, Juran, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: Starr (1)
 ABSENT: None (0)
- c. **RESOLUTION – Authorizing the City Attorney to Sign Final Agreements in the National Opiate Litigation Settlement; Amending Resolution R2021-3181**
- City Attorney Shannon Johnson summarized his staff report and fielded questions regarding the Purdue Pharma/Sacklers issue and use of anticipated proceeds through partnerships.
- Councilor Smith moved that the Keizer City Council adopt a Resolution Authorizing the City Attorney to Sign Final Agreements in the National Opiate Litigation Settlement; Amending Resolution R2021-318. Councilor Reid seconded. Motion passed as follows:
- AYES: Clark, Reid, Juran, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: Starr (1)
 ABSENT: None (0)
- d. **RESOLUTION – Authorizing the Mayor and Council President to Sign Retire/Rehire Letter and City Attorney Limited Duration Employment Contract**
- Interim City Manager Wes Hare summarized his staff report. Finance Director Tim Wood and Human Resources Director Machell DePina also provided information regarding PERS and the Retire/Rehire program.
- Councilor Smith moved that the Keizer City Council adopt a Resolution Authorizing the Mayor and Council President to Sign Retire/Rehire Letter and City Attorney Limited Duration Employment Contract. Councilor Reid seconded. Motion passed as follows:
- AYES: Clark, Reid, Juran, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: Starr (1)
 ABSENT: None (0)

CONSENT CALENDAR

- A. RESOLUTION – Authorizing the City Manager to Purchase 2021 Kioti CK3510SEH 4x4 Tractor for the Parks Division of the Public Works Department
- B. RESOLUTION – Authorizing the City Manager to Purchase 2022 Ford 4x4 Pickup Truck for Code Enforcement
- C. RESOLUTION – Authorizing City Manager to Sign Contract with Wire Works, LLC for Police Department Vehicle Equipment Installation Services
- D. RESOLUTION – Authorizing Public Works Director to Apply for Oregon State Marine Board Maintenance Assistance Program Grant Funding
- E. Approval of November 29, 2021 Work Session Minutes
- F. Approval of November 29, 2021 Special Session Minutes
- G. Approval of December 6, 2021 Regular Session Minutes

Councilor Smith moved for approval of the Consent Calendar. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Smith, Juran, Herrera and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: Starr (1)
 ABSENT: None (0)

OTHER BUSINESS/ STAFF UPDATES

Interim City Manager Wes Hare reported that he would be meeting with the executive recruitment firm regarding their ongoing role. The new recruitment deadline is January 15.

Finance Director Tim Wood urged everyone to conserve water during the sewer reset period.

Chief Teague announced 'Coffee with a Cop'.

Planning Director Shane Witham announced that the Chick Fil-A permits had been issued.

Public Works Director Bill Lawyer announced that there had been no flooding and that infrastructure is performing adequately during the recent excessive rain.

COUNCIL MEMBER REPORTS

Councilor Shaney Starr introduced herself.

Councilor Smith thanked volunteers who continue to support Detroit recovery efforts and thanked staff for their continued support.

Councilor Reid shared information about McNary holiday related activities and praised the leadership classes for their hall decorating efforts.

Councilor Herrera welcomed Councilor Starr and thanked the other applicants, shared information regarding the First Citizen Award, and thanked Linda Warner for her mask-making efforts.

Councilor Kohler reported on meetings and events he had attended and thanked everyone for their various holiday efforts including Bishop Paul Jones for his donation of toys to Pastor Dominguez for the children of incarcerated people.

Councilor Clark reported on meetings and events she had attended, shared information about available shelters and free transportation to them, noted that she had been appointed to the League of Oregon Cities Policy Committee/Transportation and Community Development, and announced upcoming meetings.

AGENDA INPUT

January 3, 2022, 7:00 p.m. – City Council Regular Session
January 10, 2022 - 6:00 p.m. – City Council Work Session: Wheatland Road Multimodal Study Presentation from Consultants
January 18, 2022 (Tuesday) 7:00 p.m. - City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:19 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Shaney Starr

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____



MINUTES
KEIZER CITY COUNCIL
Monday, January 3, 2022
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:00 pm. Roll call was taken as follows:

Present:

- Cathy Clark, Mayor
- Elizabeth Smith, Councilor
- Laura Reid, Councilor
- Daniel Kohler, Councilor
- Roland Herrera, Councilor
- Kyle Juran, Councilor
- Shaney Starr, Councilor

Staff:

- Wes Hare, Interim City Manager
- Shannon Johnson, City Attorney
- Tim Wood, Finance Director
- Bill Lawyer, Public Works Director
- John Teague, Police Chief
- Tracy Davis, City Recorder

Absent:

- Miranda Coleman, Youth Councilor

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

None

COMMITTEE REPORTS

Community Diversity Engagement Committee Appointment – City Council Position #2: Councilor Starr appointed Dr. Anthony Rosilez to the committee. Mayor Clark noted that Dr. Rosilez had applied for the Council position but had to withdraw because he was called out of town.

Update on Boards and Commissions Liaison Appointments for 2022:

- Mayor Clark made the following assignments/changes:
- Audit Committee: Starr, Kohler and Smith
 - Parks Advisory Board: Starr
 - Traffic Safety/Bikeways: Smith
 - WKNA: Smith and Reid
 - SEKNA: Kohler and Starr
 - Community Diversity Engagement:.. Reid and Starr
 - SKATS/MWACT: Smith will be alternate

Any assignments not named would remain the same as last year.

PUBLIC COMMENT

Mayor Clark noted for the record written comment from Amber Dalporto regarding apartments being constructed behind her home and possible resultant flooding. Mayor Clark asked Public Works to respond to this.

- PUBLIC HEARING** None
- ADMINISTRATIVE ACTION**
- a. Waiver of Community Center Rental Fee – Marion County Reentry Initiative Breakfast**
- Interim City Manager Wes Hare summarized his staff report.
- Councilor Smith moved that the Keizer City Council grant the request for a complete rental fee waiver (room rental including staffing and security/cleaning deposit). Councilor Reid seconded. Motion passed unanimously as follows:
- AYES: Clark, Reid, Herrera, Smith, Kohler, Starr and Juran (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)
- CONSENT CALENDAR**
- A. RESOLUTION – Authorizing the City Manager to Enter Into an Agreement with Valley Credit Service Inc. For Collection Service for the City of Keizer
- B. RESOLUTION – Authorizing the City Manager to Sign Third Extension of Production Studio Administration Agreement
- C. Approval of December 13, 2021 Work Session Minutes
- Councilor Starr pulled item C of the Consent Calendar.
- Councilor Smith moved for approval of Items A and B of the Consent Calendar. Councilor Reid seconded. Motion passed unanimously as follows:
- AYES: Clark, Reid, Herrera, Smith, Kohler, Starr and Juran (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)
- Councilor Smith moved for approval of Item C of the Consent Calendar. Councilor Reid seconded. Motion passed as follows:
- AYES: Clark, Reid, Herrera, Smith, Kohler and Juran (6)
 NAYS: None (0)
 ABSTENTIONS: Starr (1)
 ABSENT: None (0)
- OTHER BUSINESS**
- Mayor Clark referred to the draft Council Goals and Work Plan Update that she had distributed prior to the meeting. She reviewed completed projects in the work plan, added projects she would like to include and asked Councilors to review and suggest additional projects for 2022. She also asked Council and Keizer citizens to consider how to celebrate Keizer's 40th anniversary. Councilor Herrera suggested that outreach to the Latino Action Committee be included as part of the goals.

STAFF UPDATES

Interim City Manager Wes Hare noted that the contract with Prothman expires February 1 so it will need to be extended. Review of resumes is scheduled for January 15 and it is hoped that interviews will follow soon after. He reviewed the process and noted that he has not had any indication that more resumes have been submitted.

Finance Director Tim Wood reported that the financial audit for fiscal year 2020-2021 was completed and a good report received.

Public Works Director Bill Lawyer reported that more rain is predicted for the week and that staff will be monitoring levels daily.

Chief Teague reported that two new officers had been hired and one more is in the 'pipeline'.

COUNCIL MEMBER REPORTS

Councilor Kohler urged everyone to check in with shut-ins, thanked City staff and announced the First Citizens Banquet.

Councilor Herrera reported that he was involved with the Latinex Leadership Network and Judicial Committee and welcomed Dr. Rosilez to the Community Diversity Engagement Committee.

Councilor Reid acknowledged the hard work of volunteers at the warming shelters, reported on the Challenge for Ending Youth Homelessness in Marion-Polk County, announced that there are three more weeks until the end of the school semester and urged everyone to be smart with their health.

Councilor Smith urged pedestrians walking at night to wear reflective clothing.

Mayor Clark announced various upcoming meetings as well as events at the Heritage Center and urged everyone to keep the storm drains clear of debris.

AGENDA INPUT

January 10, 2022, 6:00 p.m. – City Council Work Session: Wheatland Road Multi-Modal Corridor Presentation
 January 18, 2022 (Tuesday), 7:00 p.m. - City Council Regular Session
 February 7, 2022, 7:00 p.m. - City Council Regular Session
 February 14, 2022, 6:00 p.m. – City Council Work Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:39 p.m.

MAYOR:

APPROVED:

 Cathy Clark

 Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Shaney Starr

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____