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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, February 7, 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**
 - a. **PROCLAMATION** – Black History Month
5. **COMMITTEE REPORTS**
 - a. Volunteer Coordinating Committee Appointment – Councilor Starr
 - b. Keizer Heritage Foundation Appointment
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. Cherry’s Nagani Liquor License Application
 - b. Keizer Parks and Recreation Master Plan (Continued from December 20, 2021)
 - c. **RESOLUTION** – Exemption of the Brand Name Specifications Purchase of Goods from Competitive Bidding and Purchasing Shaw Contract Think Tile Colors Achieve 86760 Brand Name Carpet Tile for Civic Center Lobby
8. **ADMINISTRATIVE ACTION**
 - a. **ORDINANCE** – Adopting Procedures for Reviewing Alleged Interference with Administration as Set Forth in City Charter Section 8.1(h); Repeal of Ordinance No. 2013-682
 - b. **RESOLUTION** – Authorizing Finance Director to Sign Contract for Water Assistance Provisions with Mid-Willamette Valley Community Action Agency

- c. 2021-2022 City Council Goals/Work Plan Update
- d. Mayor Request for Electronic Meeting Participation

9. CONSENT CALENDAR

- a. RESOLUTION – Authorizing the City Manager to Award and Enter Into an Agreement with Abiqua Landscape Maintenance LLC for Open Play Area Irrigation and Seeding Project at Keizer Rapids Park Project
- b. RESOLUTION – Authorizing the City Manager to Award and Enter Into an Agreement with Trench Line Excavation Inc. For Waterline Replacement Project 2022
- c. RESOLUTION – Authorizing the City Manager to Award and Enter Into an Agreement with Gelco Construction Company for Upgrades to ADA Curb Ramps
- d. RESOLUTION – Ratifying the Public Works Director Application for 2021-23 Capital Funding for the Wheatland Road North From River Road to Jays Drive Project
- e. Approval of January 10, 2022 Work Session Minutes
- f. Approval of January 18, 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

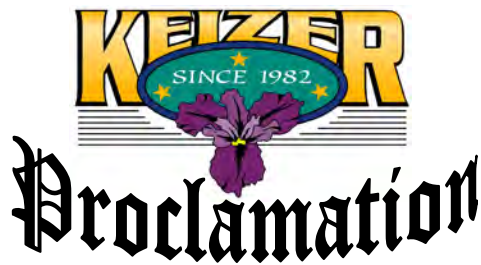
February 22, 2022 (Tuesday)

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

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



WHEREAS, Black History Month celebrates rich cultural heritage, triumphs and adversities that are an integral part of our country's history; and,

WHEREAS, the 2022 theme, Black Health and Wellness, pays very timely homage to medical scholars and health care providers; and,

WHEREAS, fifty years after the first celebrations, then-President Gerald R. Ford officially recognized Black History Month at the country's 1976 bicentennial. President Ford called on Americans to "seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history,"; and,

WHEREAS, the current population of Black and African Americans makes up 46.9 million, the U.S. Census Bureau reports, a number which represents individual human lives, each of whom matters; and

WHEREAS, 89.4% of African Americans age 25 and older had a high school diploma or higher in 2020, an ongoing improvement in broad educational achievement that has yet to reach the full potential of educational opportunity that is meant for all students; and,

WHEREAS, Dr. Carter G. Woodson, a founder of the Association for the Study of African American Life and History organization, Dr. Carter G. Woodson, first had the idea of this month-long celebration. Born in 1875 to newly freed Virginia slaves, he later earned a Ph.D. in history from Harvard University. He worried that Black children were not being taught about their ancestors' achievements in American schools in the early 1900s; and

WHEREAS, celebrating the achievements of our Black and African American scholars, leaders in every sector, business entrepreneurs and inventors who have gone before us inspire and instruct us to more fully understand and appreciate one another, building stronger and more equitable relationships and community.

THEREFORE, I, Cathy Clark, Mayor of the City of Keizer, here with the Keizer City Council assembled in Regular Session, do hereby proclaim the month of February 2022, as

Black History Month

And urge all the people of Keizer to seek to learn the broader history of Black and African American people in our community and nation, celebrate achievements, and to work together to write the history yet to come.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to be affixed to this document this 7th day of February, 2022.

*MAYOR CATHY CLARK
City of Keizer, Oregon*

COUNCIL MEETING: February 7, 2022

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: R. WES HARE
INTERIM CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

SUBJECT: VOLUNTEER COORDINATING COMMITTEE APPOINTMENT – COUNCILOR STARR

BACKGROUND:

The Volunteer Coordinating Committee was originally established in the early 1990's with the following purpose:

- Identify functions and activities where volunteers can help the City;
- Solicit volunteers for all City Boards, Committees and Commissions;
- Solicit and match volunteer needs for special projects and activities within the City;
- Recruitment, interviewing, and recommendations of Board, Committee, and Commission appointments to the City Council;
- Responsibility to assist in training of volunteers and public relation items pertaining to the individual Board, Committee, and Commissions;
- Recognition of volunteers for the City.

The Volunteer Coordinating Committee consists of 7 members, each appointed by a member of the City Council. Ross Day resigned from his position on the City Council in November 2021. Shaney Starr was appointed on December 20, 2021 to fill the unexpired Council term. Councilor Starr has the option of retaining Mr. Day's appointment to the Volunteer Coordinating Committee or making a new appointment. The appointee's term will expire in January 2023.

RECOMMENDATION:

It is recommended Councilor Starr announce her appointment to the Volunteer Coordinating Committee for the remainder of the term.

CITY COUNCIL MEETING: February 7, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: R. WES HARE
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

SUBJECT: KEIZER CITY COUNCILOR ON KEIZER HERITAGE FOUNDATION BOARD

ISSUE:

On August 6, 2012, the Keizer City Council approved a ground lease agreement with the Keizer Heritage Foundation. Section 2.11 of the ground lease agreement states:

At all times during this Lease, at least one Keizer City Councilor shall serve on the board of directors of Keizer Heritage, if so appointed by the Keizer City Council or Mayor. Such appointee shall be subject to, perform and fulfill the obligations required of all other such board members, including attendance, and shall be subject to removal if the appointee fails to do so. Any removed appointee shall be replaced on the board by another Keizer Councilor as appointed by the Keizer City Council or Mayor.

A replacement member needs to be appointed.

RECOMMENDATION:

The Mayor should appoint a member of the Council to serve on the Keizer Heritage Foundation Board.

CITY COUNCIL MEETING: February 7, 2022

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: R. WES HARE
INTERIM CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER/COMMUNITY CENTER MANAGER**

SUBJECT: CHERRY'S NAGANI - NEW LIQUOR LICENSE APPLICATION

BACKGROUND:

On January 14, 2022 the City received an application for a new liquor license for Cherry's Nagani located at 4914 River Road N, Keizer, Oregon. The application is for a Limited On-Premises sales license. As required by Keizer Ordinance a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment. The Keizer Police Department reports a clear background check on the applicant and has no reason to recommend denial of the application. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

RECOMMENDATION:

It is recommended the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for Cherry's Nagani Keizer under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval.



LIQUOR LICENSE APPLICATION

PRINT FORM
RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY	
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp:	
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>		
<input type="checkbox"/> Brewery-Public House (BPH) 1 st location		
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>		
<input type="checkbox"/> Distillery		Name of City or County:
<input type="checkbox"/> Full On-Premises, Commercial		Recommends this license be:
<input type="checkbox"/> Full On-Premises, Caterer		<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Full On-Premises, Passenger Carrier		By: _____
<input type="checkbox"/> Full On-Premises, Other Public Location		Date: _____
<input type="checkbox"/> Full On-Premises, For Profit Private Club		
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club		
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location		
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>		
<input checked="" type="checkbox"/> Limited On-Premises	OLCC USE ONLY	
<input type="checkbox"/> Off-Premises	Date application received: <u>9/27/2021</u>	
<input type="checkbox"/> Warehouse	Date application accepted: <u>10/04/2021</u>	
<input type="checkbox"/> Wholesale Malt Beverage & Wine		
<input type="checkbox"/> Winery 1 st Location	License Action(s): N/O	
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>		
(4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>		

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**¹ applying for the license(s):

Margarita Salgado
App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT. App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)
Cherry's Nagani

4. Business Address (Number and Street Address of the Location that will have the liquor license)
4914 River Rd N

City <u>Keizer</u>	County <u>Marion</u>	Zip Code <u>97103</u>
-----------------------	-------------------------	--------------------------

¹ Read the instructions on page 1 **carefully**. If an **entity** is applying for the license, list the name of the **entity** as an applicant. If an **individual** is applying as a sole proprietor (no entity), list the **individual** as an applicant.



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: Margarita Salgado Phone: 503 385-8428
Trade Name (dba): Cherry's Nagani
Business Location Address: 4914 River Road Keizer
City: Keizer OR ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday OFF to OFF
Monday 11:00 AM to 8:00 pm
Tuesday 11:00 AM to 8:00 pm
Wednesday 11:00 AM to 8:00 pm
Thursday 11:00 AM to 8:00 pm
Friday 11:00 AM to 8:00 pm
Saturday 11:00 AM to 8:00 pm

Outdoor Area Hours:

Sunday OFF to OFF
Monday 11 AM to 8 pm
Tuesday 11 AM to 8 pm
Wednesday 11 am to 8 pm
Thursday 11 am to 8 pm
Friday 11 am to 8 pm
Saturday 11 am to 8 pm

The outdoor area is used for:

Food service Hours: 11:am to 8 pm
 Alcohol service Hours: _____ to _____
 Enclosed, how _____
The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:
 Live Music Karaoke
 Recorded Music Coin-operated Games
 DJ Music Video Lottery Machines
 Dancing Social Gaming
 Nude Entertainers Pool Tables
 Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: 16 Outdoor: 6
Lounge: _____ Other (explain): _____
Banquet: _____ Total Seating: _____

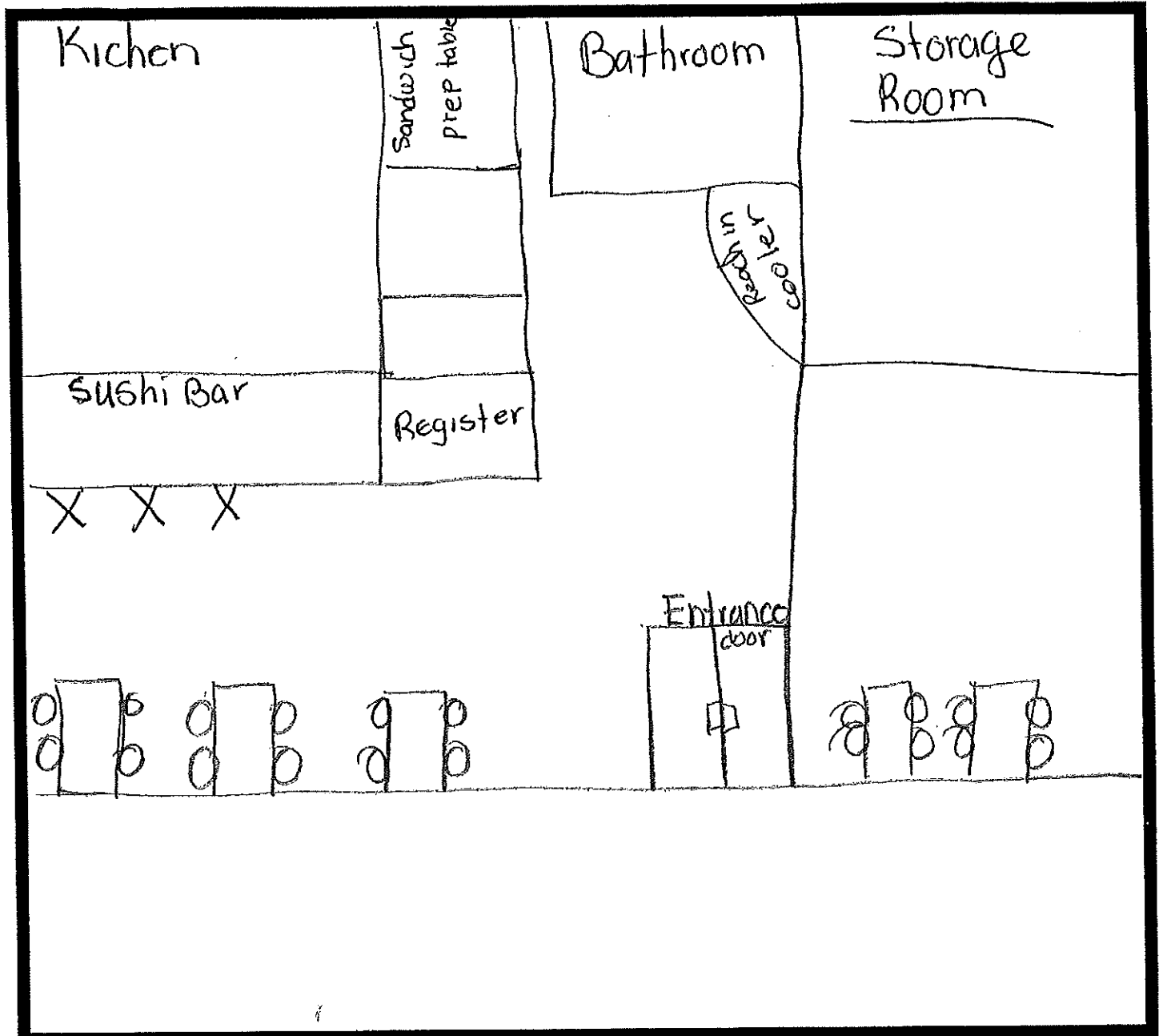
OLCC USE ONLY
Investigator Verified Seating: _____ (Y) X (N)
Investigator Initials: TM
Date: 10/5/2021

I understand if my answers are not true and complete, the OLCC may deny my license application.
Applicant Signature: Margarita Salgado Date: 9-24-2021



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



Marganita Salgado
 Applicant Name
 Cherry's Nagani
 Trade Name (dba):
 Keizer OR 97303
 City and ZIP Code

.....OLCC USE ONLY.....
 MINOR POSTING ASSIGNMENT(S)
 Date: _____ Initials: _____

CITY COUNCIL MEETING: February 7, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *PARKS AND RECREATION MASTER PLAN*

At the City Council's December 20, 2021 meeting, the Council opened the public hearing, received testimony and continued the public hearing to tonight's meeting to allow the Planning Commission time to consider the Plan due to the fact that the Plan is a subset of the Comprehensive Plan.

The Planning Commission held a public hearing on January 19, 2022 and passed a motion to recommend that the City Council approve the Plan. Such Plan is attached for your convenience.

RECOMMENDATION:

Open the continued public hearing, receive additional testimony, close the public hearing and if the Council has no additional questions, direct staff to prepare an appropriate Ordinance.

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

ESJ/tmh



CITY OF KEIZER

Parks and Recreation Master Plan

FINAL PLAN
DECEMBER 2021





City of Keizer

PARKS AND RECREATION MASTER PLAN

Final Plan | December 2021



Prepared by:
MIG, Inc.
www.migcom.com

In association with **Community Attributes, INC.**



Acknowledgements

Over the course of this plan, hundreds of interested and involved community members, stakeholders, and City leaders shared their time, energy, and ideas for this Parks and Recreation Master Plan. We especially appreciate the guidance and involvement of the Keizer City Council, Parks & Recreation Advisory Board, and Project Management Team.

CITY COUNCIL

Cathy Clark

Roland Herrera

Laura Reid

Elizabeth Smith

Ross Day

Dan Kohler

Kyle Juran

PARKS & RECREATION ADVISORY BOARD

Tanya Hamilton

Mathew Poteet

Mike Pantalone

Dustin Karstetter

Gwen Carr

Matt Lawyer

Clay Rushton

Wayne Frey

David Louden

PROJECT MANAGEMENT TEAM

Bill Lawyer, City of Keizer Public Works Director

Robert Johnson, City of Keizer Parks Division Manager

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FIGURE LIST

Figure 1-1: Parks Master Plan Process

Figure 3-1: Who Did the Online Survey Reach?

Figure 3-2: Community Outreach Priorities

Figure 3-3: Park System Satisfaction

Figure 3-4: Most Important Park Qualities

Figure 3-5: Funding Priorities

Figure 3-6: What’s Your Priority?

Figure 3-7: Missing Amenities or Features in Keizer Parks

Figure 3-8: Priority Park Amenities to Build

Figure 3-9: Keizer Rapids Amenities and Priorities

Figure 3-10: Most important programs, events, and services to support

TABLE LIST

Table 3-1: Keizer Park Level of Service (2008 and 2020)

Table 4-1: Park Maintenance Levels

Table 4-2: Staffing and Operation Benchmarking (2020 NRPA Park Metrics)

MAP LIST

Map 2-1: Keizer Park System

Map 3-1: Access Map

Map 4-1: Keizer Rapids Park Development Concept

Map 4-2: Park and Trails Connections

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EXECUTIVE SUMMARY

The City of Keizer has a beautiful park system that fosters quality recreation opportunities, family and community gathering spaces, connections to nature, and river access for residents across the city. The 2021 Parks and Recreation Master Plan (Master Plan) provides guidance for this park system over the next ten years. It addresses increasing demands for outdoor recreation opportunities, the need to continue to maintain City assets, and a strong desire to add a greater variety of recreation opportunities. It gives City staff a framework and direction for prioritizing projects to enhance parks and recreation opportunities now and into the future.

This 2021 Master Plan builds upon Keizer's legacy of planning, reflects today's context and trends, and looks to the future. It will guide the City in its annual planning and budgeting to ensure the provision of safe, clean, accessible, and well-designed parks, trails, open space, natural areas, recreation facilities and amenities. It identifies standards, policies, projects, and implementation strategies to manage and enhance the parks system and related services.

This plan is the culmination of a year-long planning process that combined community outreach and the technical analysis of the park system to guide future funding and management strategies (Figure 1).

Figure 1: Planning Process



COMMUNITY INPUT

The insights of community members, stakeholders and community leaders were critical in informing the policies and projects noted in this Master Plan. Public participation helped identify community needs for parks and recreation, while highlighting

opportunities for system improvement and priorities for future actions. As noted in Chapter 3, community members indicated that they are satisfied with Keizer’s parks and recreation system. However, Keizer residents voiced their desire to see increased routine maintenance, more repair and replacement of park features, and the construction of more trails and paths. Other top priorities included increasing natural area and river access, expanding fitness, health, and sports programs, and expanding programming in the form of community festivals, fairs, and events.

Online Questionnaire: 462 respondents

Pop-Up Event: ~200 participants

Focus Groups: 2 groups (Sports and West Keizer Neighborhood)

Stakeholder Interviews: invitations to 9 Councilmembers

City Council: 7 members

Parks and Recreation Board: 7 members

Facebook: 3,338 followers

The community's priorities and needs for park land, recreation facilities, trails, and activities are influenced by several factors, including evolving recreation trends, changing demographics, and the distribution and condition of existing parks and facilities. The Master Plan cross-checked community outreach findings through a technical analysis of trends, level of services, and existing conditions to identify needs.

Community Priorities

- Maintaining park assets and landscaping
- Providing a variety of opportunities
- Improving river access
- Developing more trails
- Facilitating activities and events in parks
- Supporting big and small projects
- Expanding sports and fitness options
- Adding group gathering places
- Adding extraordinary play features and challenge elements

Recreation Trends

- Increased demand for outdoor gathering spaces and activities
- Health and fitness
- Access to nature and the outdoors
- Trail-based recreation
- Active, aging population
- Partnerships and collaboration

KEIZER'S PARK SYSTEM AT A GLANCE



Regional Parks | 1 site | 148 acres

Community Parks | 1 site | 16.4 acres



Neighborhood Parks | 7 sites | 32.9 acres

Special Use Parks | 6 sites | 30 acres



Natural Areas | 4 sites | 18.8 acres

9 Playgrounds & 13 Open Turf Fields



58 Picnic Tables & 7 Picnic Shelters

16 Ball Diamonds & 7 Sports Courts





VISION FRAMEWORK

The Master Plan introduces a vision framework that includes the following elements:

- Our **vision** summarizes our community's aspirations for future parks and recreation services.
- Our **mission** describes how the Parks Division will carry out our current work.
- Our **goals** describe our desired directions for long-range change.
- Our **guiding principles** describe the key directions for projects to pursue over the next ten years and beyond.

While the Master Plan carried forward the long-term vision and goals identified in the 2008 plan, Chapter 4 provides more specificity on actions needed over the next ten years by introducing a new mission and guiding principles for this decade.

Our Mission

The Parks Division, in collaboration with City leaders and the community, will develop, maintain, and steward the parks, facilities, and natural resources that support accessible recreation activities and social gatherings in Keizer.

The guiding principles are the fundamental beliefs that express the aspirations of the community for the parks and recreation system. These draw from the key themes that emerged through the community outreach process. These guiding principles provide direction for Keizer's parks and recreation system.



Support routine maintenance efficiency and effectiveness.



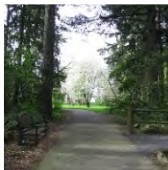
Reinvest in well-used or aging park features.



Diversify recreation opportunities for sports, health and play.



Increase access to natural areas and river.



Connect key parks with trails and off-street pathways.



Support expanded community festivals, fairs, and events.



Recommendations implement the guiding principles identified for this plan. Chapter 4 of the Master Plan identifies recommendations for parks, natural areas, and trails to enhance the experience at those sites. The details of these recommendations are provided on a site-by-site basis in Appendix C, with further detail of costs and anticipated funding and cost in Appendix D. Highlights are noted here.

Support routine maintenance efficiency and effectiveness

- Adopt new maintenance tiers
- Ensure sufficient maintenance funding and staffing
- Continue to involve partners and neighborhood groups

Reinvest in well-used or aging park features

- Repair and replace features
- Improve comfort amenities
- Focus on revenue-generating facilities
- Replace with different recreation opportunities
- Improve ADA accessibility

Diversify recreation opportunities for sports, health, and play

- Increase sports fields
- Add/replace sports courts
- Partner at Keizer Little League Park
- Increase recreation options (futsal, bike skills course, adventure course)
- Improve and diversify play areas

Increase access to natural areas and river

- Invest in sites that support river access
- Expand nature and river-based recreation
- Improve nature trails and wayfinding
- Highlight existing natural features

Connect key parks with trails and off-street pathways

- Add loop trails in parks
- Long term, add three new trail corridors
- Coordinate with transportation
- Connect to regional trails
- Improve wayfinding
- Provide amenities for trail users

Support expanded community gatherings, festivals, and events

- Expand social gathering spaces
- Enhance or add more dog parks
- Add picnic shelters and pavilions

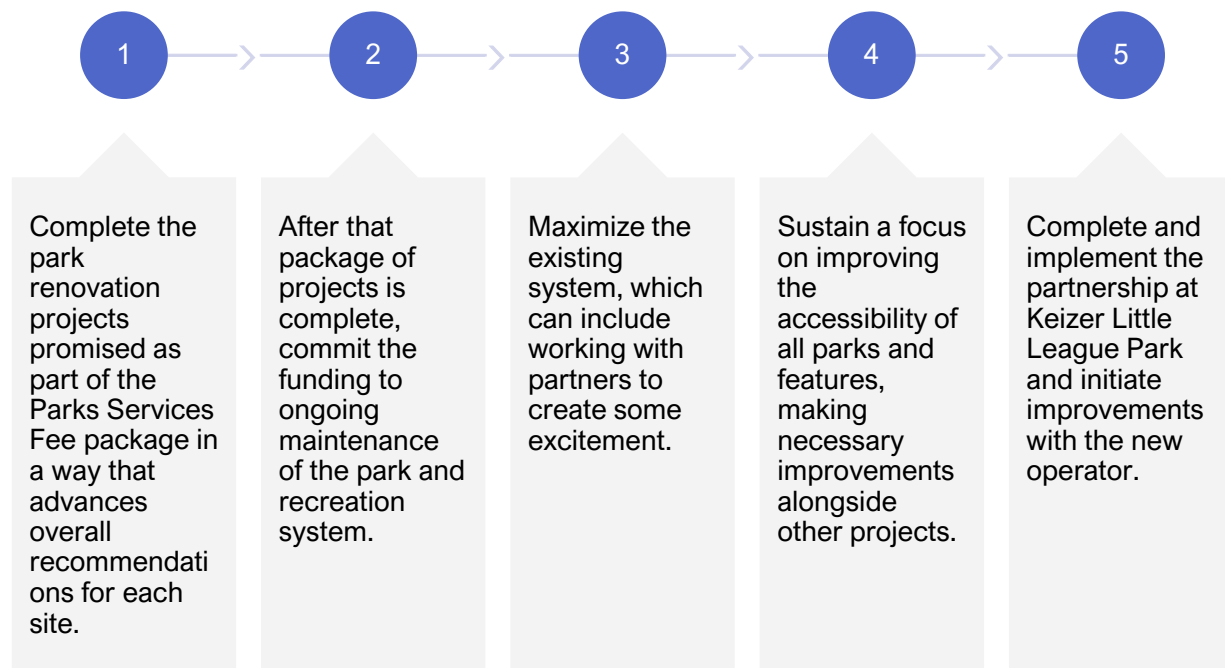
PRIORITIZATION CRITERIA

As part of its annual budgeting and development of a short-term capital improvement plan the City will evaluate funding and prioritize projects for implementation. Chapter 5 introduces a two-step evaluation process for prioritizing capital projects.

- **Guiding Principles.** Screening projects by the Master Plan's guiding principles can initially sort projects to determine their eligibility for inclusion in the capital projects list.
- **Park System Realities.** For projects that advance Master Plan guiding principles, each project will be evaluated against additional criteria that reflect the realities of the park system. This second step will help sequence projects to support project phasing and scheduling for implementation.

ACTION PLAN

The Parks Master Plan identifies more than \$16.2 million in capital projects moving forward in the next 10 years and beyond, as well as \$1.2 million in maintenance costs. In the short-term, the Action Plan presented below sets an initial course for staff.



FUNDING STRATEGIES

The City of Keizer currently does not have the capital or operations funding on hand to implement all of the projects desired by the community. To build recommended features, sustain the community's investment in existing resources, and keep Keizer's parks safe, clean and green, the City will need to identify additional sources of funding. Chapter 5 recommends several funding strategies.



Develop partnerships



Identify sustaining funding



Keep fees and charges current to real costs



Pursue grants strategically



Consider bonds and debt for capital improvements

CALL TO ACTION

This plan calls on the community - including neighbors, activists, organized groups, City staff and elected leaders - to recognize the value of parks and recreation. Everyone who values their local park or who is passionate about sports, recreation and nature has a role to play in improving the Keizer park and recreation system. Together, we can sustain and build upon our existing assets to invest in the parks and facilities that help support community livability and our high quality of life.



CHAPTER 1

Introduction

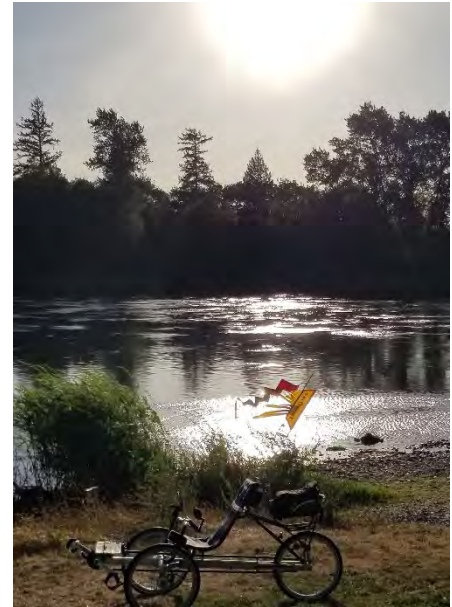




CHAPTER ONE: INTRODUCTION

A great parks system makes a great city. The City of Keizer provides a unique combination of regional assets, waterfront recreation, and play opportunities within its parks and recreation system. From the Big Toy playground in regional Keizer Rapids Park to the riverfront parks that provide boating, wading, and sunset-viewing opportunities; from the Rotary Amphitheater that brings music to all ages to Keizer Little League Park and Carlson Skatepark that offer active recreation options for youth and teens; from the neighborhood parks that provide nearby activities for families to the PFC Ryan J. Hill Memorial Park that reminds us of the importance of fighting for our community, Keizer supports a high quality of life.

Keizer completed its last Parks and Recreation Plan in 2008, and the City has seen several changes since then. This 2021 Parks and Recreation Master Plan (Master Plan) outlines priorities for the future guided by the community's vision, a technical analysis of needs, and a strategic approach to implementing recommendations.



PURPOSE OF THE PLAN

Increasing demands for recreation activities and facilities, the need to continue to maintain City assets, and a strong desire to add a greater variety of recreation opportunities are driving the Plan update. Fulfilling community desires requires a framework for prioritizing projects and establishing a decision-making process that will guide City staff and community members over the next 10 years.

The 2021 Parks and Recreation Master Plan is Keizer's guide for providing parks, facilities, and recreation services. Keizer's needs have evolved since the City last updated its Master Plan. While the City has seen modest population growth, increased demand for high quality recreation activities and facilities is driving this plan update.

This 2021 Master Plan builds upon Keizer's legacy of planning, reflects today's context and trends, and looks to the future. The Plan provides a framework to guide the City in setting priorities and making decisions about the provision of parks, trails, open space, natural areas, recreation facilities, and programs. It identifies standards, policies, projects, and implementation strategies to manage and enhance parks, recreation facilities, trails, activities, and related services.

PLANNING PROCESS

The Master Plan was developed over a multi-phased planning process that combined a technical analysis with input from community members, City staff, the Parks & Recreation Advisory Board and other City and community leaders who are dedicated to creating vibrant parks and rewarding recreation experiences.

Figure 1-1: Parks Master Plan Process



The technical analysis includes a park system review and condition assessment, a review of the City’s System Development Charges (SDC) methodology, a level of service (LOS) analysis, and assessment of needs for parks, facilities, trails, events, programs, and services. Together with community outreach, these informed the development of the capital improvement plan (CIP) and implementation strategy that appears in this Master Plan.

COMMUNITY ENGAGEMENT

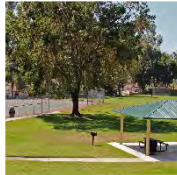
The Master Plan is based upon extensive community input obtained through a robust public engagement program implemented between late 2020 and August 2021. Public input began with stakeholder interviews and an online survey where participants were asked about parks and recreation needs and priorities. The public engagement plan was adapted to follow public health guidelines in response to COVID-19, with selected in-person meetings and events transformed into online forums. Engagement remained strong using a variety of formats including:

- **City website, social media, emails:** The City's website served as the launch site for the park and recreation survey. The City also managed their Facebook page throughout the project to publicize surveys and other engagement opportunities.
- **Focus groups:** Sports providers and residents met in two small focus groups to discuss park needs and identify opportunities.
- **Online survey:** The City disseminated an online survey to identify recreation preferences, key issues, opportunities, and funding priorities. The survey provided the foundation for many of the recommendations for the Master Plan.
- **Pop-Up Event:** The City held a pop-up event at KeizerFEST Iris Festival on August 7, 2021, to gather public input on the top community priorities. The intercept event presented interactive display boards with a series of questions that collected input from people who may not otherwise participate in the planning process.
- **Parks and Recreation Advisory Board:** The project team, consisting of City and Consultant staff, presented regularly to the Parks and Recreation Advisory Board to discuss project status and recommendations.



GUIDING PRINCIPLES

The guiding principles are the fundamental beliefs that express the aspirations of the community for the parks and recreation system. These draw from the key themes that emerged through the community outreach process. These guiding principles provide direction for Keizer's parks and recreation system.



Support routine maintenance efficiency and effectiveness.



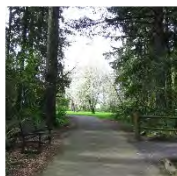
Reinvest in well-used or aging park features.



Diversify recreation opportunities for sports, health and play.



Increase access to natural areas and river.



Connect key parks with trails and off-street pathways.



Support expanded community festivals, fairs, and events.

Note: Guiding principles are not shown in priority order.

PLAN ORGANIZATION

The Parks and Recreation Master Plan includes five chapters, with an Executive Summary that provides an overview of key information and recommendations. Supporting information is presented in four appendices, referenced in the plan chapters.

Chapter 1: Introduction defines the purpose of the plan, the planning process, and plan organization.

Chapter 2: Existing Park System provides an overview of the existing parks and facilities and presents a status report on system resources, including funding and staffing.

Chapter 3: Needs Assessment summarizes community engagement priorities and presents the results of the technical analysis of parks and recreation needs and trends.

Chapter 4: Recommendations describes focus areas for enhancements across the park system that will achieve the City's vision for parks and recreation.

Chapter 5: Priorities and Implementation includes prioritization criteria and the action plan as well as capital and operations costs and funding strategies.

Appendix A: Park and Facility Inventory summarizes and classifies parks and facilities in Keizer.

Appendix B: Development and Renovation Guidelines identifies by classification the suitable facilities to consider in the design, development and enhancement of parks.

Appendix C: Site Recommendations describes each park site and identifies recommendations for all City parks and proposed trails.

Appendix D: Capital Project List presents the list of capital projects, included estimated costs.



CHAPTER 2

Existing Park System





Chapter 2: Existing Park System

The City of Keizer’s location along the Willamette River in the center of the Willamette Valley provides residents access to unique recreation destinations and spaces. Within 7.26 square miles, Keizer provides a diverse park system to residents. A variety of parks and recreation facilities serve different needs in the community. This chapter provides an overview of the amenities, facilities, and resources that support the City’s park system.

SYSTEM OVERVIEW

SNAPSHOT OF THE SYSTEM

The City of Keizer manages a little more than 246 acres of parkland at 19 sites. The park system includes a mix of developed parks and natural areas. Amenities and facilities at developed parks consist primarily of play equipment and picnic areas/tables, mixed with specialized facilities at larger parks. While most parks have open turf areas, there are few athletic fields or sports courts at parks aside from the sports fields at Keizer Little League Park and Claggett Creek Park

Several parks connect to the Willamette River, although both Sunset Park and Palma Ciega Park have few or no developed features and amenities. Waterfront parks and other natural areas instead provide accessible greenspace, river access, and enhanced ecological functions, such as stormwater filtration. The City also has one linear trail corridor, Hidden Creek Park, which

provides walking and biking opportunities. A second regional trail runs adjacent to the City near Salem Parkway.

In general, parks are well distributed across the City, and most residents have a park nearby (refer to Map 2-1). Since the previous Parks Master Plan was created in 2008, Wallace House Park and Keizer Rapids have been developed providing additional parks in west Keizer. Since 2008, the City also developed Bair Park, PFC Ryan J. Hill Memorial Park, and Mike Whittam Park adding three special use sites to the City's park system.

PARK CLASSIFICATION

Parks are classified by type as a way to evaluate park service and strategically invest in the different park experiences desired in a community. The 2008 Master Plan classified Keizer's parks according to their size and function, with most sites classified as large or small city parks. However, the classification system mixed heavily and sparsely developed parks within each category and did not account for how parks are used. An updated classification system is proposed here to provide clarity on the following factors:

- The scale and level of park development
- The amount and variety of recreation amenities and facilities
- The service area or distance traveled by typical park user
- The primary purpose or function of the park

This classification system makes it easier to plan future park development and even identify tiered investment levels for maintenance and capital projects based on the amount of park visitation and use.





Map 2-1: Keizer Park System



City of Keizer Parks

- Regional Park
- Community Park
- Neighborhood Park
- Special Use Park
- Natural Area

Trails and Paths

- Park Trails

City Facilities

- City Hall

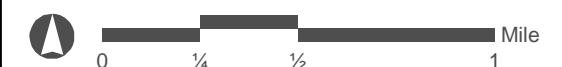
Other Parks and Facilities

- Parks Provided by Others
- Schools and Colleges
- Golf Courses and Driving Ranges
- Recreational Facilities Provided by Others

Basemap Features

- City of Keizer Boundary
- City of Salem
- Urban Growth Boundary
- County Line
- Major Streets
- Creeks, Streams, and Waterbodies

February 2021 Sources: City of Keizer, Monroe County, MIG 2021



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Regional Parks | 1 site | 148 acres

Regional Parks are large “destination” parks, 100+ acres in size, which protect unique natural/cultural features and provide a variety of specialized recreation opportunities, attracting visitors from across the City and beyond. Designed for large groups, intensive use, and longer stays, these parks include on-site parking, permanent restrooms, and similar support amenities for longer visits.

Example: Keizer Rapids Park



Community Parks | 1 site | 16.4 acres

Community Parks are medium-sized parks, approximately 10-15 acres in size, that provide variety of recreation activities for several neighborhoods or a portion of the community. These sites are designed to support small group gatherings and active and passive uses, such as play, sports, picnicking, and walking/biking. They frequently include sports courts and fields, thematic playgrounds, small-group picnic shelters, and support amenities such as off-street parking and restrooms. These parks may also connect people to natural features or areas.

Example: Claggett Creek Park



Neighborhood Parks | 7 sites | 32.9 acres

Neighborhood Parks are smaller parks, typically 2-6 acres in size, intended to serve nearby neighbors with close-to-home greenspace and activity space. Located within walking and biking distance of park users, these sites serve individuals, children, and families with features such as playgrounds, picnic areas, sports courts, and open grass areas for leisure and play.

Examples: Bob Newton Family Park, Meadows Park, Wallace House Park



Special Use Parks | 6 sites | 30 acres

Special Use Parks are parks intended primarily to support a single function or one or two specialized uses to serve residents, employees, and visitors from across the city. These parks vary in size and service and may include civic centers, urban plazas, sports complexes, community gardens, spray grounds or similar elements not grouped in larger, more diverse community parks.

Examples: Chalmers Jones/Carlson Skate Park, Bair Park & Reservoir



Natural Areas | 4 sites | 18.8 acres

Natural Areas are parks or greenways of various sizes intended to protect natural resources and/or support nature-based recreation activities, including trail use. These sites may include wetlands, riparian corridors, tree groves, or other undeveloped open space to conserve natural environments, protect wildlife habitat and enhance ecological functions. Most have limited park development to support passive uses such as water access, scenic views, walking/biking, and nature interpretation.

Examples: Clear Lake Park, Palma Ciega Park, Northridge Park

This classification system shows that while neighborhood parks are most prevalent park type, the City invests heavily in parks with broader appeal and unique uses, including regional and special use parks. On the other hand, Keizer only has one true community park. This drives interest in Keizer Rapids Park, which will meet regional, community, and neighborhood needs when fully developed. Three of the City's four natural areas are currently undeveloped, providing open space with the potential to meet future passive recreation needs.

In addition to City parks, residents have access to other nearby parks and recreation spaces. Marion County manages Spong's Landing Park along the Willamette River, Keizer is also located next to the City of Salem, which offers additional parks and indoor and outdoor recreation facilities.

FACILITIES

Keizer residents have access to a variety of amenities and facilities that support recreation and community gatherings and events. Within its parks and recreation system, Keizer has outdoor recreation facilities such as playgrounds, picnic areas, a dog park, skate park, outdoor sports courts, and sports fields, along with major facilities such as a boat ramp and amphitheater.

Many existing park facilities are located at Keizer Rapids Park, which is the City's largest park but only partially developed at this time. Bob Newton Family Park, Claggett Creek Park, and Chalmers-Jones Park also contain a variety of facilities, while Keizer Little League Park provides much of the City's ball fields. In Keizer, schools are also an important resource for recreation facilities such as sports fields, playgrounds, and gymnasiums, even though the City does not have a formal agreement with the School District to ensure public recreation use.

TRAILS AND PATHWAYS

Keizer currently has one linear trail corridor, Hidden Creek Park, which provides walking and biking opportunities. The City also has identified bicycle routes within the city and a regional multi-use path just beyond city limits to the east, which connects Keizer to the City of Salem. Keizer is also along the Willamette River Water Trail, a 190-mile network of paddler-centric parks, natural areas, and campsites.

KEY PARK FACILITIES

16	Baseball Diamonds
1	Soccer Field
13	Open Turf Fields
1	Full Basketball Court
3	Half Basketball Courts
3	Volleyball Courts
9	Playgrounds
5	Exercise Stations
4	Horseshoe Pits
2	Community Gardens
1	Amphitheater
1	Boat Ramp/Dock
1	Skate Park
1	Dog Park
7	Picnic Shelters
58	Picnic Tables
5	Barbeques
3	Permanent Restrooms
11	Seasonal/Portable Restrooms

NATURAL RESOURCES

Keizer is home to various natural areas that contribute to the character of the City's park system. It has several wetlands and significant water resources within its boundaries, including the Willamette River, Claggett Creek, and the Labish Ditch that connects to Labish Creek. Keizer's most varied topography is along the Claggett Creek corridor, which currently provides natural open spaces and wetland habitat along the length of its corridor. Sites such as Northridge and Claggett Creek parks provide future opportunities to enhance these features.

SYSTEM STATUS REPORT

PROTECTING ASSETS WITH DEDICATED FUNDING

Given the mix of developed and natural park sites, local and regional facilities, and the addition of several developed parks since 2008, the City of Keizer has faced challenges in the maintenance, repair and replacement of aging and worn amenities and facilities. In 2017, the City of Keizer established a Parks Services Fee, a flat fee (currently \$4 per month) charged to all utility customers. The income from this fee is dedicated to improving the services provided in Keizer's parks. It has already made a noticeable impact in the improvement of park conditions. The fee brings in \$680,000 per year and has been critical in completing deferred maintenance projects and in hiring necessary maintenance staff. One of the key features of these resources is the ability to pay for building and maintaining features. The City has completed replacements and improvements to facilities while also supplementing General Fund support for park maintenance, adding another \$360,800 annually. The final small portion of the park system revenues is reservation fees and rentals.

This reliable, dedicated Parks Services Fee has helped the City make steady improvements to protect the investments made by the

PROJECTS FUNDED BY PARKS SERVICES FEE

- Play structure and rubberized fall protection surfacing at two parks.
- Matched grant dollars to fund larger improvements at Keizer Rapids Park.
- Overdue maintenance and expansion of sports courts and park paths at ten parks.
- Two additional staff positions to improve maintenance and operations across the system.
- Replaced equipment (trucks and mowers) to increase efficiency of maintenance.
- Carlson Skate Park renovation and resurfacing.

community and ensures a better experience for all park users. However, a park assessment conducted in 2020 revealed that some sites still need upgrades, including the replacement of amenities such as tables and benches, as well as ADA accessibility improvements.

SERVICES AND STAFFING

Keizer provides services through the Parks and Facilities Division of the Public Works Department, one of five major areas of City operations that Public Works oversees. These services are focused on maintaining clean, safe parks for organized and informal activities. The City has been facilitator of recreation events or programming (including community sports and amphitheater programs) but does not directly provide any recreation services such as activities, classes, or events.

The limited public recreation programming options are a result of organizational focus on parks and facilities, constrained funding, and the availability of programs provided by neighboring service providers. As a division of Public Works, the inherent focus of the Parks and Facilities Division is operational. In the past, prior to the Park Services Fee, staffing was inadequate to provide even basic maintenance evenly across the system. That limitation is reduced, but not eliminated, with the new funding. Limited funding of the Parks and Facilities Division restricts its ability to take on new responsibilities, such as the maintenance of new park development and added facilities to existing parks.

While the Department does not function as a full-service recreation provider, the City has assumed some responsibility in recruiting, coordinating, and providing oversight to partner-provided programs and events in parks. For example, through an RFP process, the City contracts with organized providers to operate Keizer Little League Park and the Keizer Rotary Amphitheatre.





Keizer’s role in parks and recreation is influenced by the recreation opportunities provided by its immediate neighbor, the City of Salem. Salem has a larger population base to support a much larger park and recreation system. In addition to its parks and recreation programs, the city also is home to the Salem Salvation Army Ray & Joan Kroc Corps Community Center (Kroc Center), a full-service community center that is membership-based but offers subsidized access as part of the organization’s social mission. Both City of Salem and Kroc Center programs are readily available to Keizer residents (although the City of Salem does charge a non-resident rate). These established options would make it difficult for Keizer to establish itself as an independent recreation program provider.



CHAPTER 3

Needs Assessment



CHAPTER THREE: NEEDS ASSESSMENT

This chapter highlights community needs for parks and recreation, as well as opportunities for future enhancements as identified during the planning process.

COMMUNITY PRIORITIES

ENGAGEMENT PROCESS

Throughout the planning process, community members and stakeholders provided their input and ideas for parks and recreation in Keizer through a variety of methods, including:

- An online questionnaire,
- Pop-up event,
- Focus group meetings, and
- Stakeholder interviews.

This feedback helped identify community needs, while highlighting opportunities for system improvements and prioritized actions. Results indicate that Keizer residents would like to see increased routine maintenance, more repair and replacement of park features, and the construction of more trails and paths. Other top priorities included increasing natural area and river access, expanding fitness, health, and sports programs, and expanding programming in the form of community festivals, fairs, and events.

Figure 3-1: Who Did the Online Survey Reach?

Race and Ethnicity	Language Spoken at Home
73% Caucasian/White	92% English
8% Hispanic/Latino	7% Spanish
3% Native American	1% Other
2% African American/Black	
1% Pacific Islander	
1% Other	
0% Asian or Asian American	
12% Prefer Not to Say	

ONLINE QUESTIONNAIRE

An online questionnaire ran from December 1, 2020, to January 11, 2021. It included 17 questions related to parks and recreation and an additional seven questions related to demographics. A total of 462 people responded to the survey and provided their input on parks and recreation.

POP-UP EVENT

The City held an intercept event at the KeizerFEST Iris Festival on August 7, 2021, to gather public input on the community's priorities for park and recreation facility enhancements. The intercept event included interactive display boards with a series of questions. Participants used stickers to indicate their answers to questions on four display boards, and post-it notes were available to write in other responses. The intercept event provided an opportunity to be involved for people who may not otherwise participate in the planning process. The event also gave the planning team an opportunity to talk with community members and hear about their experiences and ideas.

FOCUS GROUPS

Two separate focus group meetings were held in 2021 with the West Keizer Neighborhood Association and with leaders and stakeholders in organized or recreational sports in Keizer.

STAKEHOLDER INTERVIEWS

In December 2020 and January 2021, Keizer Councilmembers were invited to participate in interviews to discuss the Parks & Recreation Master Plan update. City leaders were given an opportunity to provide direction for the planning process by identifying key issues, needs, recreation opportunities, and funding priorities for the Master Plan to address.

KEY THEMES AND PRIORITIES

Overall, community members indicate that they are satisfied with Keizer’s parks and recreation system. Public engagement results during the plan update process indicated that the top priorities of Keizer residents were increasing routine maintenance, repairing and replacing park features, and building more trails and paths.

Figure 3-2: Community Outreach Priorities



Figure 3-3: Park System Satisfaction

Amount or Availability of Parks?

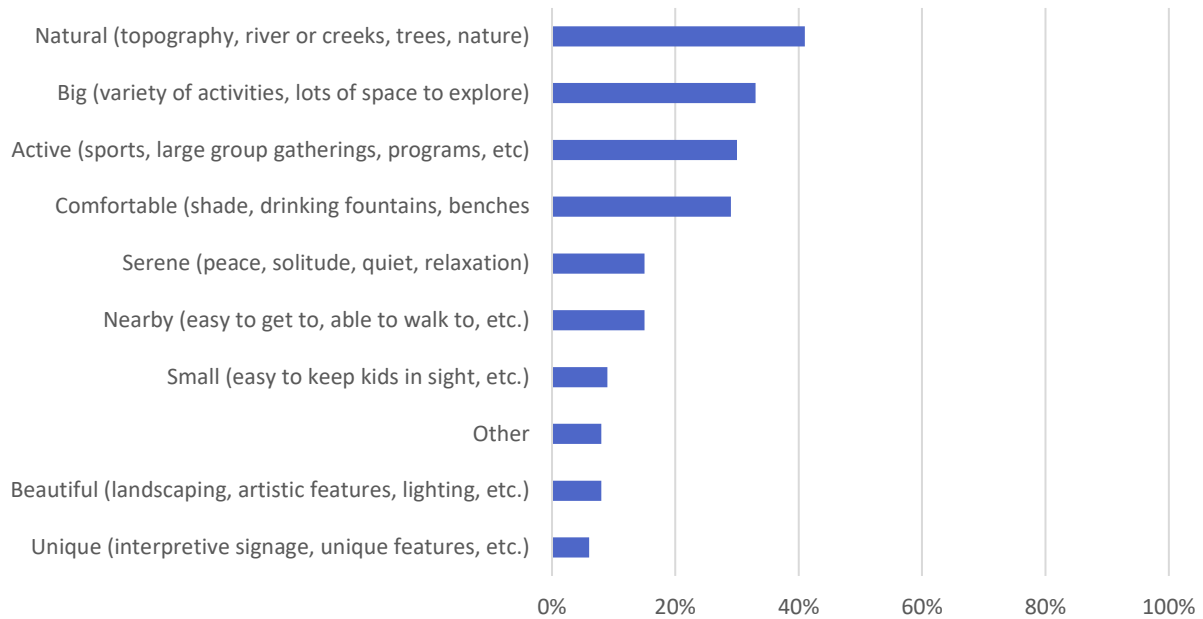
- 27%** Extremely Satisfied
- 43%** Somewhat Satisfied
- 11%** Neutral
- 12%** Somewhat Unsatisfied
- 6%** Extremely Unsatisfied
- 1%** Unsure

Maintenance and Condition?

- 27%** Extremely Satisfied
- 42%** Somewhat Satisfied
- 12%** Neutral
- 12%** Somewhat Unsatisfied
- 5%** Extremely Unsatisfied
- 2%** Unsure

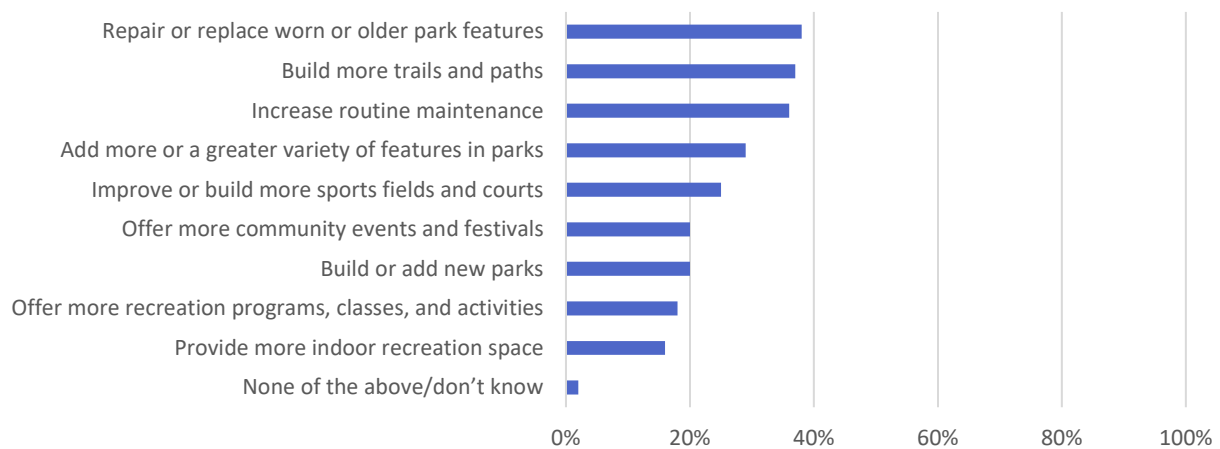
As well as a connection to nature, questionnaire respondents also seek out large, comfortable parks with a variety of activities and amenities as shown in Figure 3-4.

Figure 3-4: Most Important Park Qualities



Many Keizer residents believe that maintaining parks and park features should be a top priority. This includes both the repair and replacement of older/worn park features as well as increasing routine maintenance in parks (the first and third top funding priorities in Figure 3-5). On par with responses to other questions about trails in Keizer, the other top funding priority for respondents was building more trails and paths (second top funding priority).

Figure 3-5: Funding Priorities



During the pop-up event, improving river access was the top priority with maintaining park assets and landscaping and adding new recreation opportunities to make parks more interesting tied for second.

Figure 3-6: What's Your Priority?

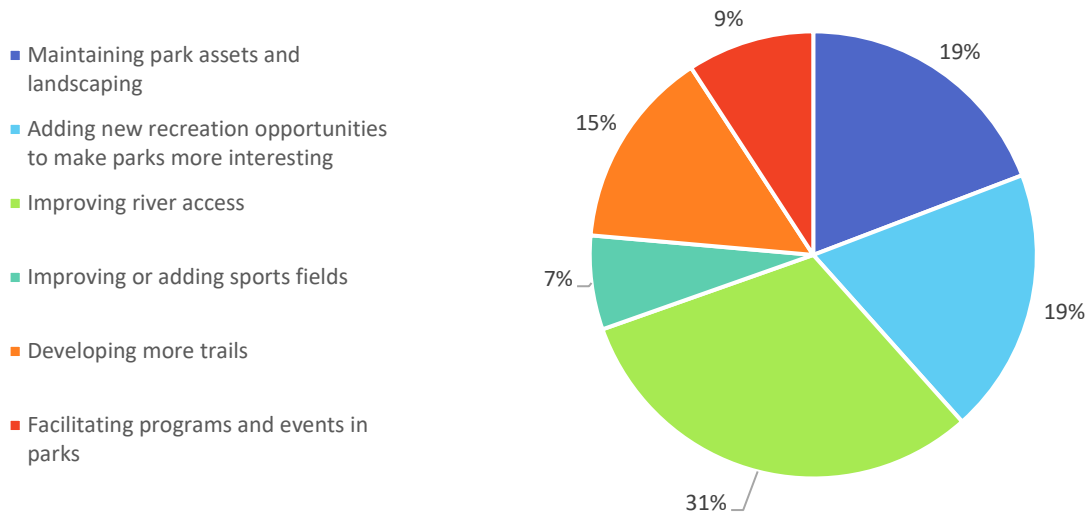
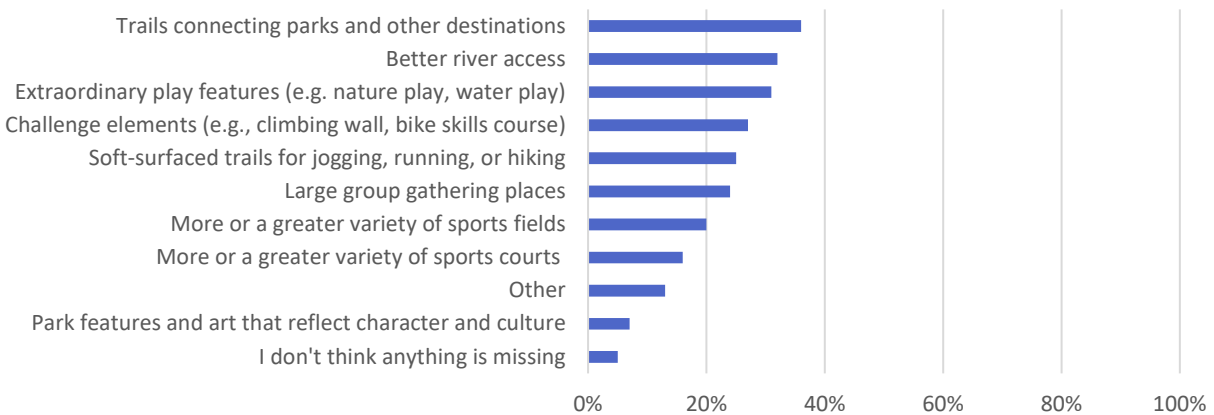


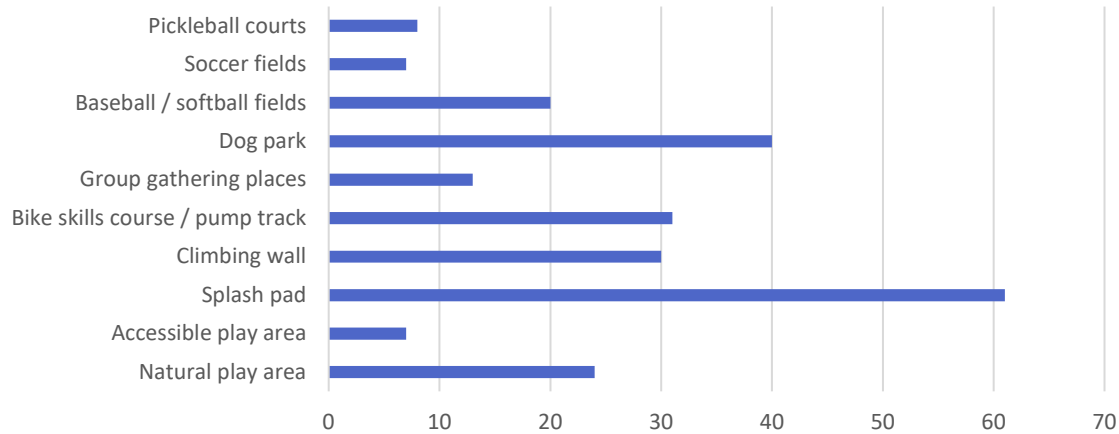
Figure 3-7: Missing Amenities or Features in Keizer Parks

Keizer residents feel that trails connecting parks and other destinations and better river access are missing from the parks system. Engagement outreach also indicates the City should consider extraordinary play features and challenge elements when replacing older/worn park features



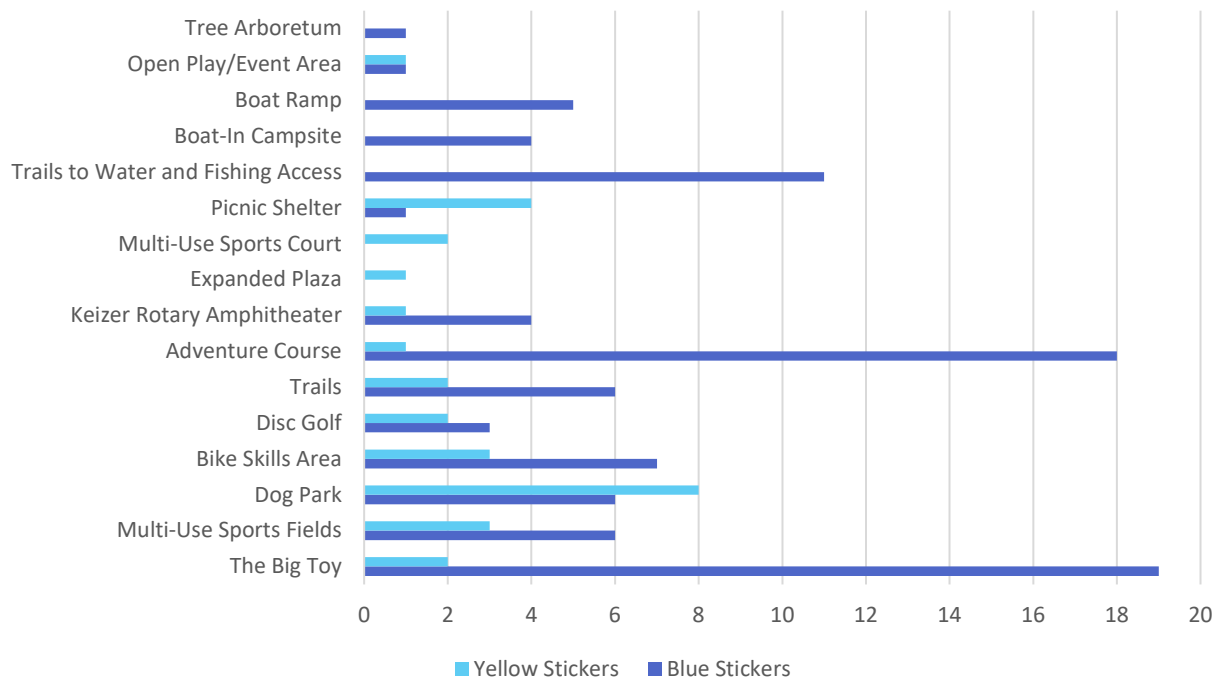
The need for extraordinary play features and other unique park elements was echoed at the pop-up event where top amenities included a splash pad, dog park, climbing wall, bike skills course/pump track and natural play areas.

Figure 3-8: Priority Park Amenities to Build



During the pop-up event, participants were shown the concept plan for Keizer Rapids which includes existing facilities and planned or proposed features. A blue sticker indicates the feature participants like best or would use the most and a yellow sticker indicates the feature they like second best.

Figure 3-9: Keizer Rapids Amenities and Priorities



COMMUNITY NEEDS

Community needs for park land, recreation facilities, trails, and activities are influenced by several factors, including evolving recreation trends, changing demographics, and the distribution and condition of existing parks and facilities. Community outreach findings were cross-checked through a technical analysis of trends, level of services, and existing conditions to identify needs.

PARKS AND RECREATION TRENDS



COVID-19

The worldwide pandemic affected many aspects of everyday American life since 2020, with the early stay-at-home orders significantly limiting community gatherings. During this time, parks played a significant role in supporting the need for physical movement and exercise, as individual or small group recreation was categorized by the CDC as essential activities for community health. The City will continue to adapt and update its operations, programs, and policies, understanding that parks access is a critical factor for both physical and mental health and wellness.



CONNECTING PEOPLE TO NATURE AND THE OUTDOORS

Across the country, there is a movement to reconnect people of all ages with nature and the outdoors. Since close-to-home access is critical, cities are protecting nearby natural areas, seeking to integrate more natural areas into developed parks, and providing programs to introduce people of all ages to nature and wildlife.



TRAIL-BASED RECREATION

While trail-related recreation such as walking, hiking, and running is among the most popular outdoor activities nationwide, Oregonians in particular spend more recreation time participating in these activities than the national average. Nationwide, non-motorized transportation and trail-based recreation activities—including walking, dog-walking, hiking, running and biking—are the top-rated recreational activities across all socio-economic and cultural groups.



ACTIVE, AGING POPULATION

As people live longer, the population of “older adults and seniors” encompasses multiple generations, including retirees who are in good health, physically active, and uninterested in participating in typical “senior center” activities. Instead, there is a growing interest in leisure activities for older adults, such as art-related programs and senior sports clubs, and in multi-generational settings.

PARTNERSHIPS

An additional trend is an increased reliance on partnerships to provide facilities, services, and programs. These types of partnerships include collaborative efforts to provide or improve access to recreation and social opportunities in parks, in sites owned by others, and in jointly owned or operated parks and facilities. Both non-profit and private organizations are continuing to collaborate with local government agencies to provide major facilities, such as health and wellness facilities, senior centers, sports complexes, and community centers.



PLAY FOR ALL AGES AND ABILITIES

The benefits of play for younger children are well-documented. However, play also benefits all age groups and abilities, including teens, younger and older adults, seniors, multigenerational groups, and special needs populations. In addition, more diverse play experiences are trending, such as nature play, water play, adventure play, thematic and destination play.





Keizer is an almost fully built-out community with an established system of developed parks providing various amenities. The developed parks are a source of pride for the community but do not satisfy the full range of residents' recreation needs.

PUBLIC PARK ACCESS

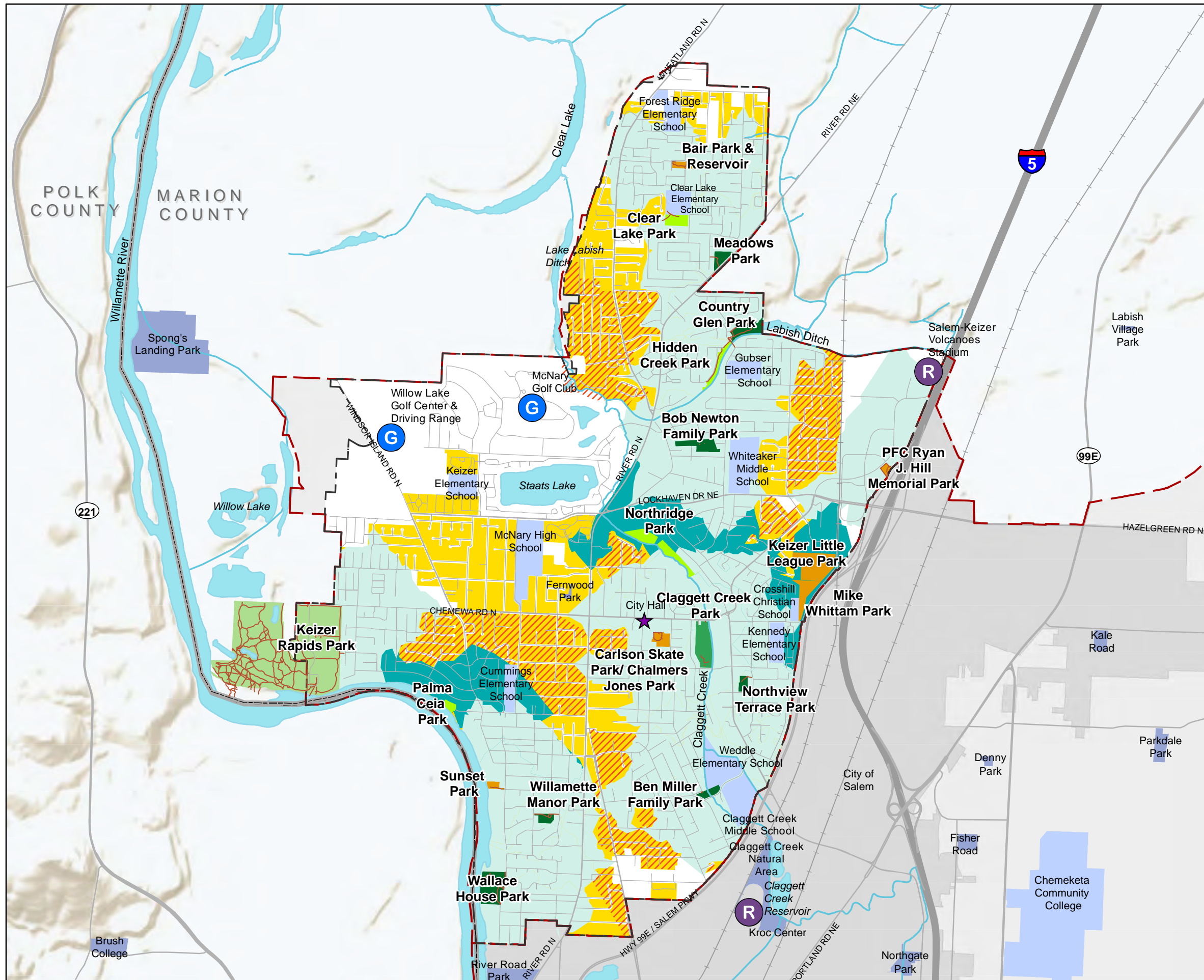
At this time, Keizer has nine developed or partially developed regional, community, and neighborhood parks with six special use parks and four natural areas for a total of 19 park locations. These parks vary in size, design, and amenities, and 16 of the 19 supply some type of recreational opportunity in their current state.

While these parks are distributed across the city, not all of Keizer's residents enjoy the same access to parks within walking distance of their home. As shown on Map 3-1 there are several underserved areas within Keizer where residents lack access to a developed park within a 10-minute walk (one-half mile). The map also shows residential areas with a high park need, according to Trust for Public Land data.

When the gaps in the service area reach are compared with the existing zoning information, four distinct underserved areas are revealed. The largest park access gap occurs in the center of town on either side of Chemewa Rd near McNary High School and Cummings Elementary School. Other significant gaps are located in north Keizer west and south of Clear Lake Park, east Keizer near Whitaker Middle School, and at the southern end of the City near Highway 99E. Larger parks with multiple amenities like Keizer Rapids Park or Bob Newton Family Park typically attract residents from greater distances. While the City has some underserved areas for parks within walking distance, park service is better for those residents able to drive to parks.



Map 3-1: Access Map



City of Keizer Parks

- Regional Park
- Community Park
- Neighborhood Park
- Special Use Park
- Natural Area

Trails and Paths

- Park Trails

Park Access

- 10-minute walk (TPL park service area)

Park Access Gaps - Park Need

- Access gap within a 10-minute walk of an undeveloped park or special use site
- Access gap (residential zoning)
- Very high park need (TPL overlay)

City Facilities

- City Hall

Other Parks and Facilities

- Parks Provided by Others
- Schools and Colleges
- G Golf Courses and Driving Ranges
- R Recreational Facilities Provided by Others

Basemap Features

- City of Keizer Boundary
- City of Salem
- Urban Growth Boundary
- County Line
- Major Streets
- Creeks, Streams, and Waterbodies

February 2021 Sources: City of Keizer, Monroe County, MIG 2021, Trust for Public Land ParkServe, Keizer Zoning 2021



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PARK LAND LEVEL OF SERVICE

Park Level of Service (LOS) is a metric that describes the sufficiency of park acreage in meeting the needs of local residents. LOS is typically calculated as a ratio of the number of park acres compared to the number of people served. It is expressed in terms of acres per one thousand residents. This ratio provides an easy way to describe and set standards for park acreage.

As shown in Table 3-1, the City added a tremendous amount of park land since 2008, increasing the existing level of service from one acre per 1,000 residents to more than six acres per 1,000 residents. Part of this difference lies in the fact that natural areas and undeveloped parks were not counted in 2008. Since then, Keizer Rapids Park, Bair Park, PFC Ryan J. Hill Memorial Park (formerly Keizer Station Park), Palma Ciega and Wallace House Park were added to LOS calculations.

If all developed and undeveloped City park acreage continues to be counted as Keizer’s population grows, the City will still offer 5.6 acres per 1,000 residents, exceeding its adopted standard.

Table 3-1: Keizer Park Level of Service (2008 and 2020)

Table Header Text	Level of Service
City Service Levels	
2008 Existing Level of Service	1 acre / 1,000 residents (not including natural areas)
2008 Parks Master Plan Standard	5 acres / 1,000 residents (including natural areas)
2020 Existing Level of Service	6.2 acres / 1,000 residents (including natural areas)
2030 Keizer Service (no new parks)	5.6 acres / 1,000 residents (including natural areas)
Benchmark Data	
2020 NRPA Median for Similar Sized Communities	9.6 acres / 1,000 residents
Total	

Note: NRPA data are from the 2020 Agency Performance Review, National Recreation and Park Association.

The 2020 LOS is based on a 2020 population of 38,580. The 2030 LOS is based on projection of 43,154 identified using 2020 PSU projections for Salem-Keizer UGB, with 12% growth total over the next decade.

PARK NEEDS

While the Park Access Analysis shows that the Keizer has several unserved neighborhoods within walking distance of parks, the rapid expansion of the park system means the City is exceeding its standard for park land.

Needs for new parks in unserved areas are noted. However, the more pressing need is to improve and maintain the new acreage that the City already owns. Once those needs are addressed, additional park land is needed.

PARK CONDITIONS

In 2020 the project team conducted a park condition assessment, building upon the existing ADA plan completed in 2018 (City of Keizer Facility Barriers Analysis). High-level findings of that assessment are discussed below.

Park Maintenance and Condition

Parks in general are well maintained, with staff able to address maintenance needs. Most park amenities and facilities in Keizer are in relatively good condition, needing routine repairs and improvements over the next ten years. Notable exceptions are Keizer Little League Park and Bob Newton Family Park where more investment is needed.

Need for park asset management include:

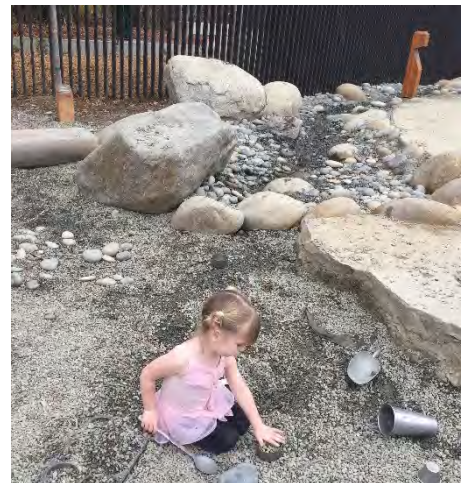
- Continued repair and replacement of old and worn features, as initiated through the Parks Services Fee. Replacement should take into account opportunities to replace with an enhanced or different recreation facility to diversify recreation options.
- A focus on basic enhancements, such as benches, tables, and shelters.
- Significant improvements at high-use sites, especially Keizer Little League Park and Bob Newton Family Park.



Park Amenities and Facilities

Many Keizer park sites are underdeveloped, and the distribution of park facilities and amenities is uneven. Many sites lack active recreation opportunities and while larger parks tend to devote more space towards providing expansive open turf areas or natural areas, they do not necessarily provide added features. Other parks lack adequate support amenities like drinking fountains, restrooms, benches, picnic tables, shelters as well as internal pathways and connections to these amenities.

The small size of some of Keizer’s parks is a factor in where and which amenities are provided. Reinvestment creates an opportunity to assess if the facility is still located in the most appropriate area and if it is the right type of facility to provide for future use and meet future needs. Adding amenities to smaller-scale parks is challenging and may not always be possible. However, finding ways to provide a broader range of amenities that people can easily get to from home is key to enhancing the park experience.





Several areas where park amenities and facilities could be enhanced to better support recreation opportunities include:

- **Diverse Play Opportunities.** Most of Keizer’s existing play areas are traditional post and platform structures. There are many opportunities to better support universal play, nature play, water play, and thematic play areas in neighborhood and community parks that are more appealing to all ages.
- **Challenge Elements:** While playgrounds are designed for ages 2-5 and 5-12, there is noticeable lack of opportunities for ages 13+ in Keizer, including teens and younger adults. This is the same need that led to the development of the Carlson Skate Park years ago. Challenge facilities such as zip lines, climbing elements, bike skills courses and adventure courses are needed.
- **Fitness Opportunities:** Because of COVID-19 closures, interest in health-oriented fitness is high. As this Master Plan was underway, the City installed more outdoor fitness equipment at Wallace House Park. Additional small sports courts and even looped trails in parks are needed to provide more opportunities for fitness, walking and biking.
- **Connections to Nature:** The Park Assessment identified many needs and opportunities to highlight existing natural features, open views of creeks and natural areas, improve passive use of natural areas through interpretation and trails, and enhance nature-based recreation, such as fishing and river-access for waterplay and kayaking.
- **Spaces for Gatherings and Events:** Keizer residents need improved spaces, facilities and infrastructure to participate in community festivals, events and large group activities. Notably, large picnic shelters and pavilions, event space at Keizer Rapids Park, and improved social space at the Keizer Rotary Amphitheatre are needed.

- **Diverse, Multi-Generational Parks.** Community feedback and the technical analysis of parks identified needs for a greater variety of recreation options and experiences. Consideration should be given to supporting activities in parks that people of different ages could enjoy together.
- **Flexible Spaces.** Flexibility is the key to adapting to the changing trends in recreation. This can come in the form of park features that serve multiple activities or can be repurposed for an emerging trend.

Park Accessibility

Recent paving/resurfacing of asphalt paths in certain parks has improved park access. However, many parks have accessibility issues including tripping/mobility hazards caused by tree roots, inaccessible surfacing at major features including playgrounds, benches, and picnic tables, and barriers to otherwise accessible features.

To be effective in providing service to all of Keizer, improvements are needed to walking routes. This includes sidewalks, curb-cuts, and other path improvements to increase park accessibility. Designing for all park users, regardless of physical, sensory, and cognitive differences, will benefit Keizer residents who may experience temporary or permanent changes in their abilities. Quality ongoing maintenance needs to be a priority to ensure an otherwise accessible trail or facility remains so.



TRAIL NEEDS

Similar to state and regional trends, walking and trail-based activities are of the top activities in Keizer. Across public engagement opportunities, trails and a trail network emerged as a priority for Keizer’s residents when considering parks and recreation. Building more trails and pathways was a top funding priority in the online questionnaire and residents feel that trails connecting parks and other destinations are currently missing from Keizer.

Keizer currently lacks a network of safe, active recreational links that connect people with parks and public spaces.

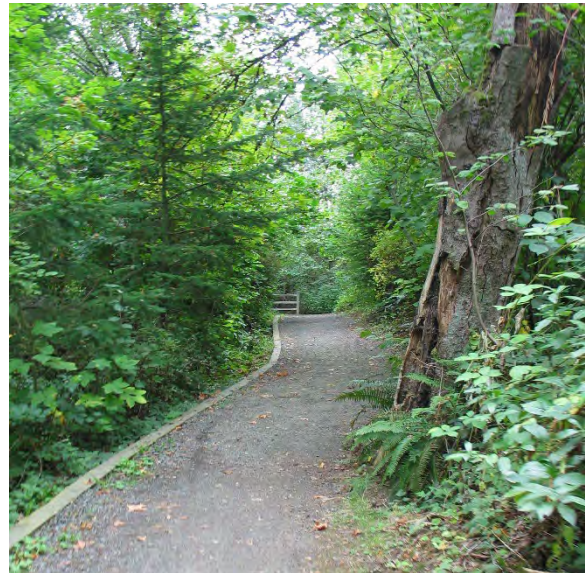
Building on the need for safe, walkable access to parks and the popularity of cycling, an interconnected multi-modal trail network linking Keizer parks is a major opportunity—even though making some trail connections (particularly those along Claggett Creek) are long-term projects. Trail additions and enhancements may include improving accessibility and wayfinding, adding amenities such as directional signage, lighting, art, and resting areas.

Survey says...Are more trails, pathways and bikeways needed in Keizer?

70% Yes

12% No

18% Unsure



PROGRAMS AND SERVICES

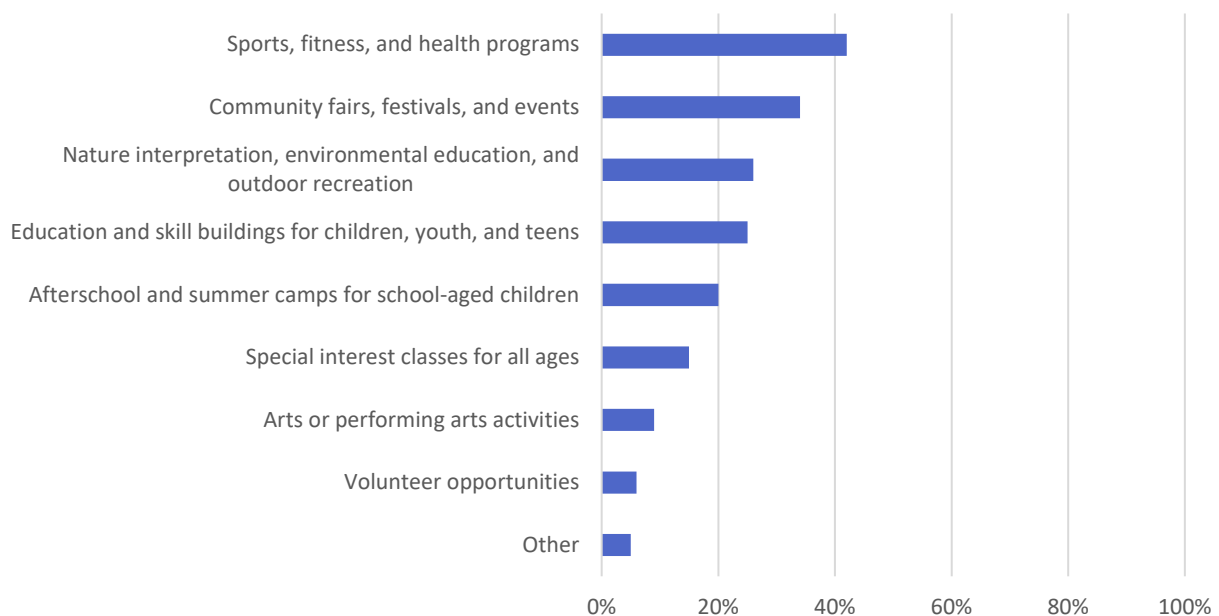
As discussed in Chapter 2, the City does not directly provide recreational activities, classes, or events. However, the City supports organized recreation through the provision of recreation facilities and by contracting with other recreation providers.

Sports participation and interest is high in Keizer. Outreach participants would like to see the City support more sports, fitness, and health programs. Public engagement results also indicated the community would like more community fairs, festivals, and events. While a desire for indoor recreation programs was also noted, that demand was not as strong as other types of activities that could be offered outdoors.

Bringing programming to existing and new parks, plazas and public spaces can enhance community benefits. There is an opportunity for the City to creatively provide programs in parks through partnerships with other recreation providers. Many cities are exploring ways to encourage active recreation opportunities in neighborhood parks within walking distance of residents. This approach includes incentivizing privately-run boot camps, yoga classes, or similar activities in parks.

There also is an opportunity to provide a greater variety of community events, such as a neighborhood movie night or park clean up and invasive species removal day. Pilot programs for outdoor activities in parks can be further explored to increase community gathering opportunities. Increased park activities are also an effective way to minimize and discourage nuisance behavior in parks and increase the perception of park safety.

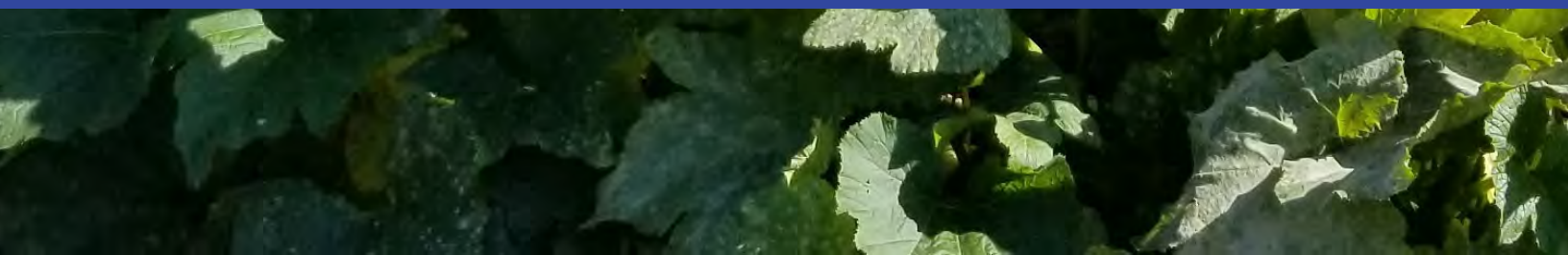
Figure 3-10: Most important programs, events, and services to support





CHAPTER 4

Recommendations





CHAPTER FOUR: RECOMMENDATIONS

The Keizer community's aspirations for parks, facilities, natural areas, trails, and recreation activities are the guiding forces for the Master Plan. This chapter confirms the City's long-term vision and goals for parks and recreation. It also identifies six guiding principles for enhancing the park and recreation system, along with a summary of the site and systemwide recommendations that support these key directions for implementation. These principles are aligned with the 2008 goals for the park and recreation system—except that they bring priority projects more into focus based on the desired level of service for this community.

VISION FRAMEWORK

In 2008, community feedback from outreach activities was used to define the City’s vision, goals and objectives for parks, recreation facilities, trails, programs, and related services. Known as the “vision framework,” this information provides a foundation for long-range initiatives for the parks and recreation system.

The 2008 vision and goals were cross-checked by 2020-2021 priorities identified through community outreach and discussed with City staff and the Parks & Recreation Advisory Board. While the long-term vision and goals remain, current City leaders and community members want a Master Plan that provides more specific directions for priority projects to pursue over the next ten years.

For example, the City’s long-term vision and goals may include ensuring that a full-service program of indoor and outdoor recreation opportunities is available for community members of all ages and abilities, with accessible parks connected by a highly interconnected and integrated system of trails. However, the current direction based on community priorities is to focus on the quality development and stewardship of parks, facilities, and trails that support outdoor recreation and access to nature. For this reason, this Master Plan confirms the long-range directions, but identifies recommendations tied to the guiding principles.

VISION FRAMEWORK

The vision framework includes the following elements:

Our **vision** summarizes our community’s aspirations for future parks and recreation services.

Our **mission** describes how the Parks Division will carry out our current work.

Our **goals** describe our desired directions for long-range change.

Our **guiding principles** describe the key directions for projects to pursue over the next ten years and beyond.



VISION

Keizer envisions a livable and interconnected community with a park system that:

- Preserves and maintains a comprehensive system of parks that provide for our community's growth;
- Provides a system of unique destinations reflecting Keizer's pride in its parks and natural areas;
- Enhances waterfront access to take advantage of the opportunities offered by our water resources;
- Provides a system of trails to connect parks, open space, schools, neighborhoods, and regional destinations; and
- Includes facilities and programs that are responsive to the community's needs.

MISSION

The Parks Division, in collaboration with City leaders and the community, will develop, maintain, and steward the parks, facilities, and natural resources that support accessible recreation activities and social gatherings in Keizer.

GOALS

The City retains eight long-range goals for the provision of park and recreation services.

Goal 1: Provide well-designed, accessible and safe parks, recreation facilities, and natural open space areas.

Goal 2: Maximize opportunities for public enjoyment of waterfront access.

Goal 3: Connect neighborhoods with parks, schools, natural open space areas, and the waterfront, as well as downtown and the region.

Goal 4: Meet the park and recreation needs of Keizer's growing community.

Goal 5: Ensure that a program of recreation services is available for community members of all ages and abilities.

Goal 6: Provide efficient and high quality maintenance of parks, facilities, and natural open space areas.

Goal 7: Be an efficient and effective provider of the parks and recreation services desired by the community.

Goal 8: Encourage public involvement in park and recreation issues.

GUIDING PRINCIPLES

The City's work to enhance parks and recreation over the next ten years will be guided by the following overarching directions, described as guiding principles (not listed in a priority order):

Principle A: Support routine maintenance efficiency and effectiveness.

Principle B: Reinvest in well-used or aging park features.

Principle C: Diversify recreation opportunities for sports, health, and play.

Principle D: Increase access to natural areas and river.

Principle E: Connect key parks with trails and off-street pathways.

Principle F: Facilitate community gatherings, festivals, and events.

SITE AND SYSTEMWIDE RECOMMENDATIONS

Master Plan recommendations are organized by the six guiding principles that reflect community priorities and the City's desired level of service. They describe specific strategies to enhance the parks and recreation system over the next ten years. Since Keizer Rapids Park development will help achieve four guiding principles, recommendations for this site are addressed first. All recommendations are informed by supporting material in three appendices, which identify guidelines for site enhancement by classification, recommendations by site, and specific projects and costs for improvements. These include:

- Appendix B: Development and Renovation Guidelines
- Appendix C: Site Recommendations
- Appendix D: Capital Project List



KEIZER RAPIDS PARK DEVELOPMENT

Keizer Rapids Park presents a tremendous opportunity to expand and diversify recreation for Keizer residents and visitors. As the City’s only regional park, its largest park, and a partially developed site, Keizer Rapids Park is well situated to help advance four different guiding principles (see sidebar). Its mix of developed and natural areas provide a unique park character to support a variety of active and passive park experiences.

SITE DEVELOPMENT

Map 4-1: Keizer Rapids Park Development Concept updates the development concept presented in the 2004 Keizer Rapids Park Master Plan. It includes new elements that better respond to the current and future needs of the community. Described in more detail in Appendix C, recommended site development projects will support the following types of recreation experiences:

- Sports:** The developed portion of the park is anticipated to include three multi-use rectangular sports fields to support soccer, rugby, and football. A new pickleball complex (6 courts), a basketball court and futsal court will support additional sports opportunities, in addition to volleyball at this site. Sports field and court enhancements— such as seating, equipment storage, potentially artificial turf, and even added parking—could be added to support local use as well as tournaments.
- Play:** In addition to the Big Toy, a playfield and nature play elements will support family activities.
- Social Gatherings and Events:** The development of an open event space in the southeast part of the park, plus expanded and improved plaza in front of the amphitheatre will create more opportunities for community events, fairs and festivals. Site recommendations also include adding picnic pavilions and shelters of various sizes to support large and small group gatherings. Built-in amenities such as group barbecues and sinks, plus varied and movable tables and chairs will maximize opportunities for shelter use. The continued maintenance of the dog park, and even new shade shelters near the sports field and Big Toy will support events and gatherings.

PRINCIPLES SUPPORTED BY KEIZER RAPIDS PARK DEVELOPMENT

Diversify recreation opportunities for sports, health, and play.

Increase access to natural areas and river.

Connect key parks with trails and off-street pathways.

Facilitate community gatherings, festivals, and events.





Map 4-1: Keizer Rapids Park Development Concept



Trails and Paths

- Paved Park Trails
- Nature Trails
- - - Other Trail Connections

Park Facilities and Features

- P** Existing Parking
- Existing Feature
- ▲ Disc Golf Hole
- Proposed Feature
- RR** Restroom Expansion

Basemap Features

- Park Boundary
- Urban Growth Boundary/City Limits
- Major Streets
- Water Bodies

February 2021 Sources: City of Keizer, Monroe County, MIG 2021, The Trust for Public Land



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- **Diverse Recreation Options:** Some of the most exciting recommendations involve adding or improving unique recreation experiences at this site. A new adventure course, bike skills area, futsal and pickleball courts (described under sports), plus an enhanced disc golf course and BMX bowl add new features that respond to key trends and needs for recreation.
- **River Access:** Recommendations include creating new river viewpoints and improving access to the boat-in camp. While there are places where getting to the river is challenging, the new development concept identifies options to add new fishing access points, including one that sits above the flood zone so that it can be more extensively developed. The boat ramp, dock, and canoe lockers will continue to be maintained to support boating, with conflicting uses adjusted to support safe access to the Willamette River Trail.
- **Trails and Pathways:** Improved trail maintenance, site wayfinding, mileage markers and interpretive signage for an enhanced mix of hard and soft-surfaced trails will support different types of walking and biking opportunities (as well as improved maintenance access to the tree-covered portion of the park). New recommendations include a loop trail, access paths from new parking areas to site features, and even a consideration of connections to downtown via sidewalks and a bike route.
- **Connections to Nature:** In addition to improving selected trails through the natural area, there is an opportunity to add self-guided nature hikes, with trail markers and signage that better tell the story of Keizer Rapids' natural features, the site's heritage as a homestead, and even indigenous and tribal connections to this site. The new development concept includes an expanded arboretum, berm and tree or landscape buffer combining topography and plantings along the eastern edge of the park. This provides a visual separation from the adjacent neighborhood and also minimizes noise from recreation activities. The entire concept is built on an understanding of flood zones and wetlands, protecting these sensitive areas from development.
- **Amenities:** The Master Plan recommends support amenities consistent with the proposed new mix of recreation facilities that will attract crowds for events and tournaments, plus encourage people to stay and play longer. The site will need expanded restrooms, additional paved and overflow parking, a turnaround point to support transit and school bus access, and added amenities. Amenities should include drinking fountains (some dog-friendly), benches and seat walls, fencing, bike racks and bike repair stations, a diverse mix of tables/chairs (instead of just picnic tables), and other amenities that support site access, comfort, and use.

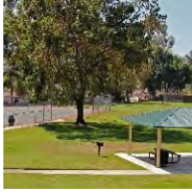
MAINTENANCE AND OPERATIONS

As described in more detail later in this chapter, Keizer should be prepared to enhance the maintenance level of service at Keizer Rapids Park. New features and facilities will require not only added but specialized maintenance attention. Combined with the added regular use anticipated, plus more events, tournaments, sports games, and large group events, this site may need to have dedicated staff attention. This will be especially true during events and the high-use summer season.

PARTNERSHIPS

The City has partnered successfully with many groups and agencies in the past to acquire land and develop Keizer Rapids Park. Several new community partners have emerged, creating an opportunity for the City to coordinate with previous and emerging partners in site enhancement. These partnerships are described in more detail in Chapter 5. If partners are able to bring substantial resources to support facility development and/or long-term maintenance, these partnerships are a valuable way for the City to reduce its expenditures. The City will continue to discuss these partnerships to ensure they are in alignment with Master Plan goals and the new Keizer Rapids Park Development Concept.





PRINCIPLE A: Support routine maintenance efficiency and effectiveness.

RECOMMENDATIONS:

- Adopt new maintenance tiers to focus resources on highest use sites, and give attention to natural resources where needed
- Ensure sufficient funding and staffing are available to maintain new facilities
- Involve partners and neighborhood groups in park clean-ups

MAINTENANCE TIERS

All park sites require routine and preventative maintenance to take care of City assets and landscaping. However, parks with higher levels of use, specialized facilities, reservable facilities and organized programs/events typically require a greater level of maintenance. Sites with substantial natural resources may need specialized care as well. This Master Plan simplifies the four-tiered system (Level A, B, C and undeveloped) adopted in 2008 to focus on the level of maintenance that developed park areas should receive (standard or enhanced). It also indicates where sites have extensive undeveloped or natural areas that require a different type and frequency of maintenance (natural resource maintenance). Park land should be maintained according to the appropriate level of use:

Standard Maintenance:

Parks with regular use require standard maintenance for safety and aesthetics. These sites receive routine and preventative maintenance for amenities and assets, plus routine hazard monitoring and basic landscaping care and beautification.

Enhanced Maintenance:

Enhanced maintenance is needed at sites that include specialized assets, are programmed, or otherwise are heavily used. City staff will maintain these sites at the highest level, so that sites receive priority during peak use times, as well as special attention to support programming and events.

Natural Resource Maintenance:

Parks with extensive natural resources often require less frequent and, on occasion, specialized care. Environmental restoration may be needed.

KEY SITES FOR MAINTENANCE

All parks and trails require ongoing maintenance. See Appendix D for the identified maintenance level for each site.

Table 4-1: Park Maintenance Levels

Level	Routine Tasks	Occasional Tasks	Application
Routine and Standard Maintenance for Developed Parks			
Standard	<ul style="list-style-type: none"> • Landscape maintenance (mowing, trimming, edging) • Landscape maintenance • Trash removal and litter pickup • Paved surface and path blowing and debris removal • Routine and preventative care for site furnishings, facilities, and infrastructure • Restroom cleaning or portable restroom dumping • Irrigation maintenance 	<ul style="list-style-type: none"> • Annual fertilization • Pruning • Graffiti / vandalism removal or repair • Amenity repair • Structural evaluation and inspections • Amenity replacement 	<p>Parks with regular use Specialized care is not needed.</p> <p>This applies to all developed sites that do not need enhanced care. See Appendix D.</p>
Enhanced	<ul style="list-style-type: none"> • All tasks in “standard” level, but on a more frequent basis, or sequenced to support activities, e.g., more frequent mowing and litter pickup • Specialized facility maintenance (e.g., splashpad) • Sports field turf irrigation and management • Janitorial care of buildings (e.g., community center) • Shrubs, landscape beds, annual plantings, arboreta 	<ul style="list-style-type: none"> • Repair or replacement of major facilities • Program/event/reservable facility preparation, setup, or cleanup 	<p>Parks, or parts of parks, with specialized assets and heavier or more frequent use, including events and programs. This category includes signature sites that support City identity.</p> <p>Keizer Rapids Park Chalmers-Jones Park/Carlson Skate Park Claggett Creek Park Keizer Little League Park</p>
Natural Area Maintenance			
Natural Resource Maintenance	<ul style="list-style-type: none"> • Routine monitoring and inspection • Tree / brush pruning • Mowing (where appropriate) • Trail clearing 	<ul style="list-style-type: none"> • Tree canopy protection • Invasive species removal • Dumping and hazards removal • Riverbank or streambank stabilization • Natural area restoration • Natural resource management • Fire prevention 	<p>Undeveloped parks or parks with significant natural resources, substantial natural areas, or river/creek adjacencies</p> <p>Keizer Rapids Park Claggett Creek Park Ben Miller Family Park Sunset Park Mike Whittam Park Clear Lake Park Northridge Park Palma Ciega Wallace House Park</p>

SUFFICIENT MAINTENANCE RESOURCES

The City of Keizer should invest substantially more in park maintenance. Comparisons with similar park and recreation systems, using the National Recreation and Park Association Park Metrics, confirm that Keizer continues to operate on a very lean staffing and funding model even with additional Park Services Fee funding (Table 4-2).

Table 4-2: Staffing and Operation Benchmarking (2020 NRPA Park Metrics)

	Keizer 2021	Cities with a Population of 20,000 to 49,000	Parks Departments with a Budget \$500,000 to \$1,000,000	Cities with 250 or Less Acres of Park Land
Residents Per Park				
Median	2031	1963	1857	2037
Lower Quartile		1233	941	1156
Upper Quartile		3140	3106	3960
Acres per 1,000 Residents				
Median	6.2	9.6	9.4	5.2
Lower Quartile		5.4	4.5	2.6
Upper Quartile		15	20.6	10.6
Staffing Total FTE				
Median	4.1	27.3	7.4	15.1
Lower Quartile		14.7	5.7	7
Upper Quartile		50.5	11.4	34.7
Staffing FTE per 10,000 residents				
Median	1.1	8.9	5.9	8.4
Lower Quartile		5	3	4.9
Upper Quartile		15.6	9.2	17.3
Annual Operating Expenditures (Total)				
Median	\$ 698,500	\$ 2,885,847	\$ 696,053	\$ 1,550,187
Lower Quartile		\$ 1,587,057	\$ 6,000,000	\$ 671,449
Upper Quartile		\$ 5,497,877	\$ 820,386	\$ 3,700,000
Annual Operating Expenditures (per capita)				
Median	\$ 18.11	\$ 97	\$ 22	\$ 74
Lower Quartile		\$ 56	\$ 9	\$ 47
Upper Quartile		\$ 200	\$ 54	\$ 124
Operating Expenditures per (gross) acre of park and non-park sites				
Median	\$ 2,898	\$ 8,522	\$ 2,726	\$ 6,176
Lower Quartile		\$ 4,578	\$ 893	\$ 3,315
Upper Quartile		\$ 18,358	\$ 7,666	\$ 13,758

Source: <https://www.nrpa.org/publications-research/ParkMetrics/>

As shown in Table 4-2, comparison categories that aggregate park system data according to cities of a similar population, budget level, and system size show that Keizer has:

- **A small park system** for the number of people it serves, lower than the median park acres by population;
- **A lean staff for maintenance and operations**, far below the median staffing level, largely because over 90% of agencies provide recreation services; and
- **Low overall investment in operations** per capita and per acre of park land.

Keizer should invest more in parks maintenance and staffing for the caretaking of City-owned sites, periodic inspections at facilities operated by contracted providers, and management of contracted providers, partners, and volunteers.

MAINTENANCE VOLUNTEERISM

Due to its lean staffing, the City of Keizer has relied on volunteers, site operators, and community groups to support regular park maintenance as well as special clean-up projects. The City should continue to involve partners and volunteers in parks maintenance projects and stewardship to maintain efficient operations. However, the City should not delegate maintenance responsibilities to other groups unless it is part of a maintenance program or partner agreement. This new approach will clarify roles and responsibilities when coordinating with partners. It will also ensure a higher quality maintenance in parks. Recommendations include:

- Formalize expectations for maintenance and asset management in partnership agreements, especially at Keizer Little League Park and the Keizer Rotary Amphitheatre.
- Initiate and formalize Adopt-a-Park and Adopt-a-Trail programs.
- Continue to recruit, involve, and recognize volunteer contributions to park maintenance and site repair, ensuring that volunteer labor has sufficient training and supervision.
- Continue to host periodic park clean-ups and special projects (such as a natural area restoration).





PRINCIPLE B: Reinvest in well-used or aging park features.

RECOMMENDATIONS:

- Repair and replace old/worn features
- Improve comfort amenities and ensure facilities are operable (benches, playgrounds, sports courts, picnic shelters)
- Focus on revenue-generating facilities
- Replace some amenities with different recreation opportunities
- Improve ADA accessibility

REPAIR AND REPLACEMENT

Appendix C documents in detail the recommended improvements for each site in Keizer’s Park system. As noted in these site recommendations, some sites need substantial investment, such as Keizer Little League Park (see sidebar).

The City has invested in the repair and replacement of amenities and facilities over the last few years, relying on a new funding source to do so. Long-term, City staff should document the ages and lifecycles of park facilities when renovated, so that an asset management plan can be in place to track and forecast ongoing replacement needs. For example, most play equipment has a lifecycle of approximately 15 years. That means that the City will need funds on-hand to replace play areas again in that timeframe. This approach allows the City to budget for repairs and replacements needed, rather than relying on a Facility Condition Assessment to identify issues.

KEY SITES FOR REINVESTMENT

Key sites for asset management, including the repair and replacement of old and worn features include:

- Keizer Little League Park
- Claggett Creek Park
- Bob Newton Family Park
- Country Glen Park

Multiple sites need improvements in amenities such as benches, tables, and pathways.

For reference the approximate life cycle (in years) of various facilities is noted.

Picnic Tables, 15	Skatepark, 15
Benches, 15	Tennis Court Surfacing, 10
Trash Receptacles, 15	Shade Shelters, 20
Individual Barbecues, 10	Backstops, 20
Drinking Fountain, 15	Volleyball Court, 15
Bike Racks, 20	Restroom, 20
Play Area Equipment, 15	Path (Decomposed Granite), 10
Resilient Rubber Surfacing, 10	Concrete Walk, 30
Outdoor Fitness Equipment, 15	Asphalt Parking, 15
Basketball Court Surfacing/ Backboard, 10	Interpretive Signage Panels, 5
Splashpad, 10	Irrigation Equipment, 12

One key issue noted across the community includes trip hazards and surfacing issues on paths, in play areas, and in access to picnic table pads and seating. Extreme weather may degrade play equipment and safety surfaces, decreasing impact attenuation and accessibility. Walking surfaces in several parks present safety or accessibility issues including tripping or mobility hazards caused by tree roots, inaccessible surfacing at playgrounds, benches, and picnic tables, and barriers to otherwise accessible features. Improvements that could be considered for specific sites include maintenance of park surfaces, fencing at the edge of parks or play areas, signage, or increased physical access and clear sightlines.

ADA ACCESSIBILITY

In 2018, the City of Keizer conducted a Facility Barriers Analysis, which included findings as per the Americans With Disabilities Act (ADA). A number of park accessibility improvements have been implemented since the release of Keizer’s ADA Inventory and Findings. Findings that are still relevant for specific park sites are noted Appendix C.

As documented in the 2020 Park Tour and Assessment, several types of ADA improvements are still needed. Priorities for accessibility improvements in Keizer parks include:

- *Improve access pathways to amenities and facilities in parks.* At least one accessible route shall be provided within the site from accessible parking spaces and accessible passenger loading zones; public streets and sidewalks. At least one accessible route

shall connect accessible facilities, accessible elements, and accessible spaces that are on the same site.

- *Provide accessible amenities, such as benches and picnic tables.* For seating, ensure that clear ground space for companion seating is positioned at the end of benches and parallel to the short axis of the bench. For accessible picnic tables, consider the access path, pad underneath (level with the ground or access path), surfacing, table type, and placement. Picnic tables should include clear ground space for wheelchair spaces. Adequate clear ground space on usable sides of grills should be provided.
- *Ensure accessible play areas.* Ground level play components accessed by children with disabilities should be integrated into the play area and at least one of each type shall be on an accessible route. Pay close attention to play area surfacing for both safety and accessibility, especially where movable surfacing may be dispersed under swings and high-use areas.
- *Provide Universal, All-Inclusive Play Options.* Integrate accessible, universal play elements into all play areas rather than only in one universal playground. Universal, accessible play areas are essential for providing play options for children of all abilities with stimulation for multiple senses. Smaller accessible play elements can also be integrated into smaller playgrounds with traditional play features.
- *Ensure accessible connections to nature.* Nature trails, fishing access points, boat launches, etc. also should address accessibility needs. These improvements are addressed in site recommendations.
- *Provide accessible parking.* Accessible parking spaces are required for each parking facility on a site. On sites with multiple parking facilities, the minimum number of accessible spaces must be calculated separately for each parking facility instead of on the combined total of parking spaces provided on the site. At least one of every six accessible spaces, or fraction of six, in each parking facility must be sized to accommodate vans. Where parking serves multiple entrances to a facility, accessible spaces must be dispersed among accessible entrances. Accessible parking spaces must be located on the shortest accessible route to an accessible entrance, relative to other spaces in the same parking facility.



These improvements should be addressed when individual amenities are replaced, parks are renovated, and new amenities and facilities are added to parks. Priority sites in need of accessibility improvements include the following:

- **Keizer Little League Park:** In 2018, KLLP had the most categories of barriers noted in any City park. These improvements have not been addressed since the release of that ADA assessment. Noted issues include parking, paths of travel, trails, dugouts, spectator areas, buildings, and slopes. These and all non-compliant amenities should be addressed when individual elements or portions of the park are renovated.
- **Sunset Park:** The slope (and easement width) in the path to the water does not appear to be compatible with ADA standards. If it is feasible, this could be a great accessible riverfront location in addition to Keizer Rapids Park.
- **Ben Miller Park:** A paved trail is provided directly to water fountain and play area, but the play surfacing is not accessible. There is no other path connection or features. An accessible picnic table and bench with a connection to the existing paved route would enhance this site.
- **Bob Newton Family Park:** ADA barriers were noted in parking lots, common areas, seating, playground surfacing and access, and paths of travel to various amenities.





PRINCIPLE C: Diversify recreation opportunities for sports, health, and play.

RECOMMENDATIONS:

- Increase rectangular sports fields (soccer, rugby, football)
- Add and replace sports courts (pickleball, futsal, basketball, volleyball)
- Partner to improve Keizer Little League Park
- Improve sports field/court scheduling
- Improve play areas
- Offer a greater variety of recreation options (e.g., futsal, bike skills course, adventure course)
- Diversify play opportunities (e.g., challenge elements for ages 13+, nature play, zip line, climbing elements)

SPORTS FIELDS AND COURTS

The majority of existing sports fields in the City are diamond-shaped ballfields for baseball, softball, and T-ball. These diamonds could also support activities such as kickball when not programmed for other uses. On the other hand, the City is highly deficient in the availability of rectangular sports fields that support activities such as soccer, rugby, football, and lacrosse. Statistics show that participation in these rectangular-field activities is increasing across the nation, while softball and baseball participation is slowing.

While Salem-Keizer School District sports facilities could support additional sports play, these were not available during the COVID-era facility closures. This absence exacerbated sports field and court needs while this Master Plan was being developed. Many cities that run organized sports programs through their Recreation Divisions establish joint-use agreements with schools to ensure the availability of school amenities for public use. Since the City of Keizer is not a program provider or scheduler, this type of agreement does not exist here. However, the City alone cannot meet all sports field needs. The City also is not in the business of meeting indoor sports and gymnasium needs.

This Master Plan recommends that the City of Keizer continue to increase outdoor facilities to support sports—but it has limited sites where this is feasible. New sports fields are emphasized

KEY SITES FOR SPORTS, HEALTH, AND PLAY

See Appendix C for additional site recommendations for the following parks:

Keizer Rapids Park
 Keizer Little League Park
 Wallace House Park
 Bob Newton Park
 Bair Park
 Meadows Park
 Ben Miller Park

at Keizer Rapids Park, while several sites have the ability to add sports courts to support active recreation. This Master Plan recommends sports court improvements and the addition of pickleball courts and complexes, futsal courts, full basketball courts, and multi-use sports courts at several sites.

DIVERSIFIED PLAY AND CHALLENGE OPPORTUNITIES

The City of Keizer plays a key role in supporting a variety of close-to-home play spaces, as well as destination play opportunities such as the Big Toy. Nowadays, people recognize that play can involve exploration, creating, and learning—besides climbing, sliding, spinning, and swinging. It can be self-directed, organized, or spontaneous. This Master Plan notes options to add “play value” to the City, by adding thematic play, nature play, playfields, climbing features and other unique play experiences.



While play equipment typically is designed for age groups 2-5 and 5-12, research shows that play provides benefits for all ages. Recent park trends support integrating multi-generational play or activity areas with parent-child opportunities, challenge elements for teens and young adults, and elements that support playful interactions for all ages. In Keizer, the Master Plan recommends adding an obstacle course, climbing wall, interactive games, bike park or pump track, and fitness stations into existing parks.

Given the City's unique mix of natural areas and developed park space, the Master Plan recommends adding nature play features to connect people to the natural environment through natural materials, loose parts, and opportunities for hands-on exploration. Plants and trees can be integrated into play spaces to stimulate exploration and discovery, improving play areas by providing a wide variety of play props and open-ended play opportunities. These areas should utilize native plants and trees where possible and avoid high-allergen or toxic species. Bair Park and Keizer Rapids Park are two places where nature play is recommended.





PRINCIPLE D: Increase access to natural areas and river.

RECOMMENDATIONS:

- Invest in key sites that support broad river access for recreation (e.g., Keizer Rapids Park and Wallace House Park)
- Improve Palma Ciega and Sunset Park to enhance water access opportunities.
- Expand nature and river-based recreation options (e.g., fishing, kayaking, canoeing, swimming, wading)
- Improve nature trails and wayfinding
- Highlight existing natural features in parks through improved access, open views, and vegetation management

ACCESS TO NATURAL AREAS

With the Willamette River, Claggett Creek, and Labish Creek, along with an amazing tree canopy, wetlands, and other open space areas, Keizer has an opportunity to connect people to riparian corridors and natural areas. Site assessments highlight a strong potential of waterfront sites to further integrate opportunities for nature interaction and access. Parks fronting the river could be designed and managed to maximize their potential in providing river access for recreation and to bring people in closer contact with the Willamette. City-owned natural areas also offer a wealth of opportunities for interaction with nature if access is provided.

Six key sites are identified for the opportunities to enhance connections to nature. Recommended site enhancements include the development and improvement of:

- Nature trails
- Wildlife viewing areas
- Interpretive or educational signage
- Creek views through vegetation management

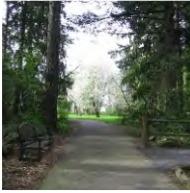
KEY SITES FOR NATURE ACCESS

See Appendix C for additional site recommendations for the following parks:

Keizer Rapids Park
Wallace House Park
Sunset Park
Bair Park
Claggett Creek Park
Northridge Park
Palma Ciega

- Fishing platforms at Keizer Rapids Park
- Improved access to the Willamette River Trail through Sunset Park
- River views at Palma Ciega
- In the long-term, new trail corridors along Claggett Creek, including an undeveloped portion of Claggett Creek Park and the undeveloped Northridge Park.





PRINCIPLE E: Connect key parks with trails and off-street pathways.

RECOMMENDATIONS:

- Add loop trails in parks
- Provide three new trail corridors
- Coordinate with transportation to support on-street bike lanes and routes
- Connect to regional trails (long-term)
- Improve wayfinding
- Provide amenities to support trail users (bottle fill stations, bike repair stations, dog waste stations)

TRAIL CONNECTIVITY

The City's vision to have a Citywide bikeway and pedestrian trail network is a long-term goal. In making progress towards that goal, this Master Plan maps out a trails concept for multiuse paths (Class I trails) that could support access to key parks and community destinations in the next ten years and beyond. Figure 4-2 recommends the development of paved, multiuse rights-of-way completely separated from streets. These may include a soft-surfaced buffer for jogging and/or appropriate amenities such as boardwalks and bridges that will be needed to provide trails in riparian corridors.

As described in Appendix C, key corridors include:

- **Labish Ditch Trail:** Running along the irrigation ditch, this trail connects the Volcanoes Stadium to Country Glen Park and the Hidden Creek Park trail on the west; and to the regional Salem-Keizer Parkway trail on the east. It also provides access for residents to the Keizer Station shops and restaurants.
- **McNary High School to Chemawa Road:** As noted in the Transportation System Plan, an off-street path near the High School would connect students and nearby residents to the bike lanes and wide sidewalks along Chemawa Road that extend to Keizer Rapids Park.

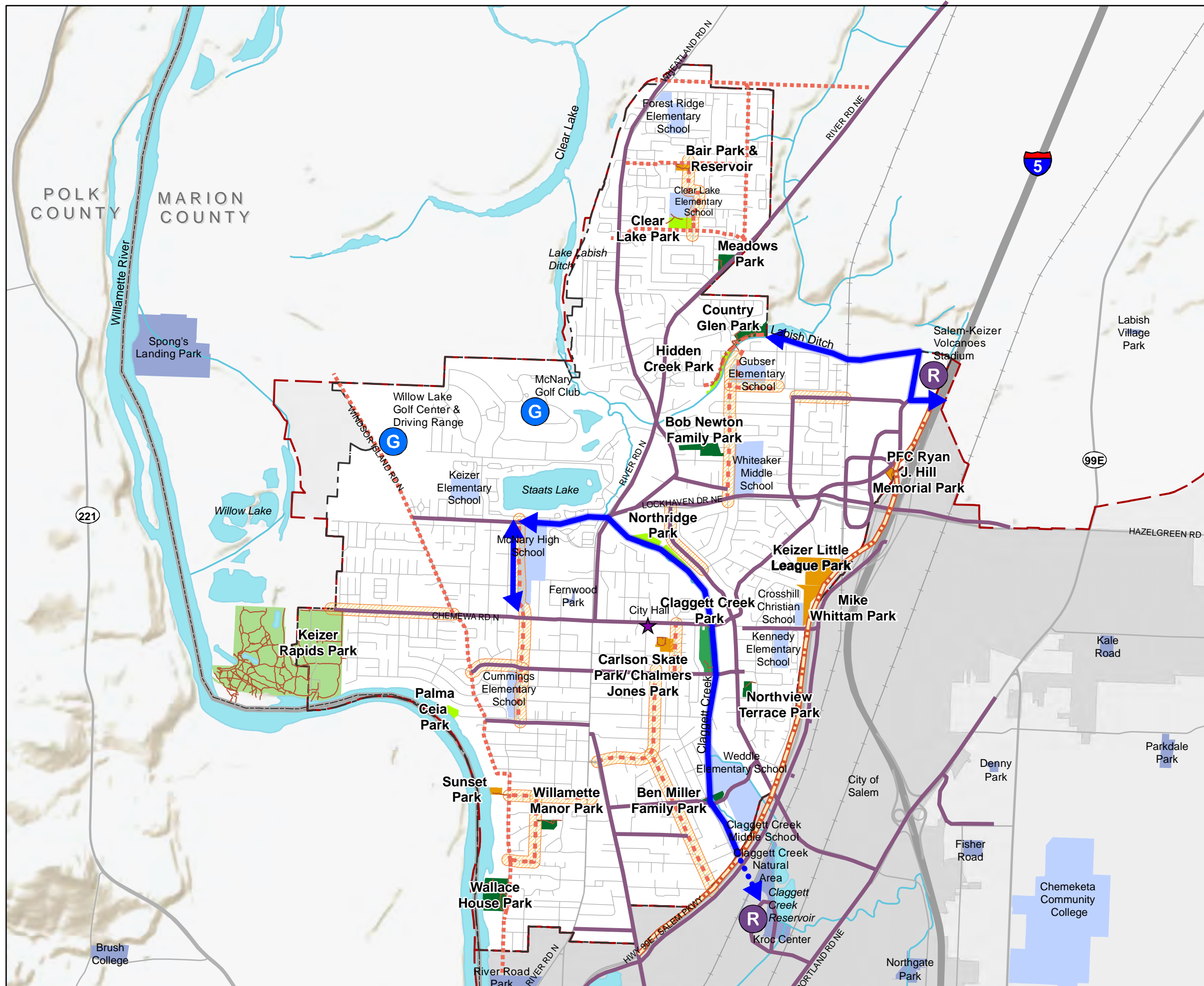
KEY SITES FOR CONNECTIVITY

See Appendix C for additional site recommendations for the following parks:

Labish Ditch Trail
 McNary High School to
 Keizer Rapids Park Trail
 Claggett Creek Trail
 Loop trails at multiple sites



Map 4-2: Park and Trails Connections



City of Keizer Parks

- Regional Park
- Community Park
- Neighborhood Park
- Special Use Park
- Natural Area

Trails and Paths

- Park Trails
- Desired off-street trail connections

Bike Facilities*	Bike Facility Projects*
 Bike Lanes	 Bike Lanes
 Bike Route	 Bike Route
 Multiuse Path	

*Transportation System Plan trails (2009)

City Facilities

- City Hall

Other Parks and Facilities

- Parks Provided by Others
- Schools and Colleges
- G Golf Courses and Driving Ranges
- R Recreational Facilities Provided by Others

Basemap Features

- City of Keizer Boundary
- City of Salem
- Urban Growth Boundary
- County Line
- Major Streets
- Creeks, Streams, and Waterbodies

February 2021 Sources: City of Keizer, Monroe County, MIG 2021
Keizer Transportation System Plan

0 1/4 1/2 1 Mile

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- **Claggett Creek Trail:** As part of the community’s long-term vision, this trail would extend from McNary High School through Northridge Park, Claggett Creek Park, and Ben Miller Family Park heading south along the creek towards the Kroc Center and Claggett Creek Natural Area in Salem. Along the way, it also has the opportunity to connect to Weddle Elementary and Claggett Creek Middle School. This trail would be expensive to develop because it traverses wetlands and requires access paths (such as in Northridge Park and Ben Miller Family Park) down steeply sloped embankments. The long-term vision also would require a bridge to safely access the Kroc Center. Unlike the other trails, this trail has potential to serve underserved areas, providing interpretive elements, play features, and par course style fitness features to support recreation, as well as connections to nature and trail connectivity.

These paths will augment biking opportunities provided through bike lane and routes identified through the City’s Transportation System Plan. When updated, the Transportation System Plan should be amended to include these recommended off-street multi-use trails.

- **Salem-Keizer Parkway Trail:** Another long-term improvement is proposed to enhance walking and biking access to Keizer Little League Park and Mike Whittam Park. This trail is described in the site recommendations. While this regional Salem-Keizer Parkway Trail is not accessible directly from the sports field complex, the City should explore opportunities to provide an accessible, paved pathway connecting the sports complex to Mike Whittam Park. At that location, there is an opportunity to access the regional trail.





PRINCIPLE F: Support expanded community gatherings, festivals, and events.

RECOMMENDATIONS:

- Expand social gather spaces to support community events (e.g., plaza, community event space)
- Enhance or add more dog parks to serve as gathering places for pet owners
- Add picnic shelters and pavilions for family and large group gatherings

GATHERING SPACES

Through this Master Plan, the City of Keizer confirmed its role in providing and maintaining the spaces and places that bring residents together to socialize outdoors. As noted with Keizer Rapids Park, this includes improving the amphitheatre plaza, creating a maintained lawn with nearby utilities to support events, and adding pavilions and picnic shelters. At Bob Newton Family Park, this includes developing an open picnic plaza by improving the existing picnic area near the shelter to create an appealing and trip-free surfacing in lieu of the degraded grass area with exposed tree roots. At Wallace House Park, this involves adding a picnic shelter and barbecues to create an opportunity for a picnic and stroll down to the river. In addition, the Master Plan recommends added maintenance at Claggett Creek Park, given this site's prominence as a picnic area and gathering place.

DOG PARKS

In Keizer, the off-leash dog park at Keizer Rapids Park provides social space for dogs and their owners, particularly for those with limited or no yard space. Community outreach noted a desire to have more of these gathering places (both for dog walking and socializing) across the community. This Master Plan recommends using existing open space at Country Glen Park and Willamette Manor Park to establish off-leash dog areas—primarily intended to serve nearby neighborhoods. Instead of the large, fenced dog parks, these can be unfenced designated off-leash areas or smaller dog runs with dog waste stations, trash receptacles, seating and/or covered areas and shade trees, and potentially a walking loop for dog owners.

KEY SITES FOR SOCIAL EVENTS AND GATHERINGS

See Appendix C for additional site recommendations for the following parks:

Keizer Rapids Park
Wallace House Park
Bob Newton Family Park
Claggett Creek Park
Country Glen Park
Willamette Manor Park



ADDITIONAL LONG-TERM RECOMMENDATIONS

RECREATION PROGRAMS/PARK ACTIVATION

The question of how to facilitate and fund organized recreation programming in the City of Keizer has surfaced many times over the last ten years. The 2008 Parks & Recreation Master Plan included recommendations for the City to transition to a more traditional approach of managing park and recreation services and start to fill gaps in programming provided by other recreation providers. The 2008 Plan specifically recommended a pilot recreation program and the hiring of a program coordinator who would identify programs, publicize them, and establish a registration system.

This 2021 Master Plan, however, recognizes that the City plays a stronger role as a park and facility provider. It confirms that the City's role, for now, is to "facilitate" self-directed and organized activities in its parks by coordinating with sports leagues, the operator of Keizer Little League Park, the operator of the Keizer Rotary Amphitheatre, and other community groups interested in providing events, activities, or programs in Keizer's parks. However, the City does not play a role in recruiting other types of program providers or scheduling and hosting classes, camps, or activities.

The option to be a full-service recreation provider will be revisited in the long-term as needs increase for an indoor recreation facility. This shift is not anticipated in the next ten years.

There are actions the City can take to better support organized recreation in the short and long term. Recommendations include:

- *Continue to promote volunteerism and partnerships.* As a key leisure activity, residents participate in volunteer programs. Continue to manage and support volunteer projects in City parks, as noted in the maintenance recommendations.
- *Charge sufficient fees to address maintenance and offset asset management needs.* Continue to offer City facilities, sports fields, and parks for reserved use and for events hosted by community groups. Ensure that event permits and facility reservation fees build in charges to address immediate maintenance impacts from the activity, plus a facility use fee to collect revenues to address facility wear and tear. Fees should be vetted according to market conditions.
- *Consider proposed programs/events in parks according to their fit with Master Plan goals.* As community groups or private providers request the use of parks to host activities and events, programs and events that support the following are well-aligned with Keizer’s park system:
 - Sports
 - Fitness and health programs, including boot camps or yoga classes in parks
 - Community events, fairs, and festivals
 - Nature interpretation and environmental education

TARGET LAND ACQUISITION

This Master Plan identified several underserved areas in the community that lack nearby access to park land. As a ten-year plan, this Master Plan does not recommend any new land acquisition or divestment. However, City leaders should consider any new opportunities that may arise to better serve City residents—even if these opportunities are unanticipated at this time.



CHAPTER 5

Priorities and Implementation





CHAPTER FIVE: PRIORITIES AND IMPLEMENTATION

Each of the projects recommended in this plan is important. Over the ten-year timeframe for this Master Plan, Keizer will annually determine how to prioritize implementation. Some projects are low cost and easy to implement, while others may be more complex or costly. Complex projects may need to be broken into steps to make implementation progress.

CAPITAL AND OPERATIONS COSTS

Building Keizer’s future park and recreation system will require funding beyond the resources the City currently applies to park projects and operations. Excluding long range projects that will extend beyond the 10-year planning horizon, the total planning-level capital cost for implementing the improvements recommended in Chapter 4 is more than \$16 million, as noted in Appendix D. This works out to an ongoing average investment of around \$1.6 million per year over the next ten years.

CAPITAL COST BREAKDOWN

\$13,357,000	New Facilities
\$2,842,000	Replaced or Enhanced Existing Facilities
\$16,199,000	Total System-Wide

Sustaining the investments Keizer makes in its parks requires annual, ongoing resources that keep up with the amount of park land, the number of facilities and the intensity of use. The Park Services Fee gives the City flexibility to adequately fund maintenance, while making some targeted capital improvements. Due to inflation and added maintenance in Keizer’s parks, the full amount of the Park Services Fee eventually will be needed for maintenance. This assumes that the General Fund contribution would also remain consistent.

The projected maintenance budget is built on a refined model, presented in Appendix D, which assigns all parks to three levels of maintenance. Standard maintenance costs are based on the average amount per acre the City is spending today. Enhanced maintenance invests more to address the needs of intensively used sites. These additional funds support for more frequent service and repair at the City’s most popular sites. Natural areas are not self-managing and also require resources for stewardship, although less than developed park areas. Each of these costs is an annual, per-acre cost and is applied based on a percentage of the total site acreage.

The assigned level of maintenance in Appendix D will assist in planning how maintenance dollars should be applied and budgets increased as features are added. For example, as additional high-use features are added to Keizer Rapids Park, the percentage of that site that is budgeted for Enhanced Maintenance should increase.

OPERATIONS PROJECTION

\$698,500

Current Operations Budget¹

\$1,209,000

Recommended maintenance budget, 2031²

\$510,500

Additional maintenance resources needed.

¹ Projected 2021 budget, not including the portion of the Park Services Fee revenue used for capital.

² Includes \$133,000 in maintenance resources for Keizer Little League Park that should be addressed by the contracted operator.





PRIORITIZATION CRITERIA

As part of its annual budgeting and development of a short-term capital improvement plan, Parks and Facilities Division staff, in conjunction with the Public Works Department, will evaluate funding and prioritize projects for implementation. The Plan presents a two-step evaluation process for prioritizing capital projects.

- **Guiding Principles:** Screening projects by the Master Plan’s guiding principles can initially sort projects to determine their eligibility for inclusion in the capital projects list. The left column on the next page will be used to see how well the proposed project addresses Master Plan recommendations and responds to the top community priorities.
- **Park System Realities:** For projects that advance Master Plan guiding principles, each project will be evaluated against additional criteria that reflect the realities of the park system. This second step will help sequence projects to support project phasing and scheduling for implementation.

PRIORITIZATION OUTCOMES

A project that addresses many principles or criteria may still show up outside of the near-term project list due to difficulty in implementation, lack of operations sustainability, or other challenges. Facets and features to each project may occur over time. For realities of implementation, larger projects can be divided into smaller entities that focus on different priority timelines. As projects, priorities, opportunities, and community needs shift, so can that project ranking.

Additional projects and actions may be proposed by the community. Once these ideas are vetted to confirm they are consistent with Plan principles and direction, emerging ideas can also be considered using these same criteria.

ALIGNMENT WITH GUIDING PRINCIPLES

How well does a proposed project address the following Plan guiding principles?

- **Principle A:** Support routine maintenance efficiency and effectiveness.
- **Principle B:** Reinvest in well-used or aging park features.
- **Principle C:** Diversify recreation opportunities for sports, health, and play.
- **Principle D:** Increase access to natural areas and the river.
- **Principle E:** Connect key parks with trails and off-street pathways.
- **Principle F:** Facilitate community gatherings, festivals, and events.

PARK SYSTEM REALITIES

How well does a proposed project address the following criteria?

- **Safety and Use:** Does the project repair or replace a worn feature to improve safety or restore use?
- **Resource Availability:** Does the project use or leverage available resources (staffing, funding, grants, partnerships, equipment)?
- **Cost Savings:** Does the project reduce costs, increase revenues, increase sustainability, or increase maintenance and operational efficiencies?
- **Ease of Implementation:** Can the project be done quickly and easily (e.g., advanced planning, feasibility studies and permitting have been completed)?
- **Existing Opportunity:** Can the project be implemented using existing park space or available space?
- **Value:** Does the project deliver high value for the cost or resources needed, relative to other projects?
- **City Priority:** Does the project coincide with or support another City project or initiative?
- **Community Priority:** Does the project repair or renovate a high-use, popular park/facility or address other top community needs?
- **System Balance:** Does the project increase equity, access, or geographic distribution of recreation opportunities?
- **Multiple Benefits:** Does the project benefit many people and/or support multiple or flexible uses?
- **Timely:** Does the project take advantage of a limited-time opportunity or unexpected funding source?



ACTION PLAN

Keizer will continue to renovate and build park features to serve the community's needs. The prioritization criteria will make it clearer why projects move forward in the order they do. In the short-term, this action plan sets an initial course to begin implementing the Master Plan.

1. Complete the park renovation projects promised as part of the Parks Services Fee package in a way that advances overall recommendations for each site.
2. After that package of projects is complete, commit the funding to ongoing maintenance of the park and recreation system.
3. Maximize the existing system, which can include working with partners to create some excitement. Invest in Keizer Rapids Park, developing the supporting amenities and infrastructure to complement partner projects and enhance the site in multiple ways.
4. Sustain a focus on improving the accessibility of all parks and features, making necessary improvements alongside other projects.
5. Complete and implement the partnership at Keizer Little League Park and initiate improvements with the new operator.

FUNDING STRATEGIES

The City of Keizer currently does not have the capital or operations funding on hand to implement all of the projects desired by the community. It is important to note that in most cases, the funding used to build new features is not available to provide for ongoing annual maintenance. This is specifically true for some of the largest potential sources of funding, System Development Charges (SDCs) and grants. To build recommended features, sustain the community's investment in existing resources and keep Keizer's parks safe, clean, and green, the City will need to identify additional sources of funding.

DEVELOP PARTNERSHIPS

The City has active and ongoing conversations with community partners for various park and recreation projects. Existing and new partnerships are going to be a critical part of expanding Keizer's recreation opportunities. However, the City does not have the staff or other resources to pursue every possible partnership idea, many of which will need sustainable operational funding for long-term success. The City can offer expertise around what these ongoing maintenance tasks and costs are. This can help determine ongoing partnership determine roles and responsibilities in sustaining specific facilities. Partnership development will involve building on existing or emerging relationships to help the entire community around parks and recreation in Keizer understand the needs, challenges, and priorities in the community.

IDENTIFY SUSTAINING FUNDING

The City made an important connection in establishing the Parks Services Fee. Using the flexibility of this source (which can be applied to both capital project construction and ongoing maintenance) Keizer has been able to build/replace features and have funding to backfill current under-funding of maintenance and operations. Other capital costs will need to come from other sources and be matched with more operating dollars.

POTENTIAL PARTNERSHIPS

Several potential partners have emerged to support desired park projects. These and other emerging partnerships will be carefully vetted, with roles and responsibilities defined through contracts or partnership agreements.

- Mid-Valley Soccer Club/Marion County (artificial turf soccer field)
- Salem Rugby (multi-use sports fields and support amenities)
- ROTC (adventure course)
- Capital City Disc Golf Club (disc golf course)
- BMX (bike skills course)
- Keizer Amphitheater operator (events and plaza)
- Keizer Little League Park site operator and other groups (KLL Park improvements)
- Oregon State Marine Board (boating facilities)
- Other neighborhood associations, sport leagues and non-profits (pickleball, neighborhood park enhancements, community events, art)

KEEP FEES AND CHARGES CURRENT TO REAL COSTS

There is an important relationship between what it costs to build and maintain Keizer’s park and recreation system and the amount of the fees charged (at least partially) to cover the costs. This is particularly true for System Development Charges and the Parks Services Fee, both of which are understood to cover a particular portion of these costs. The City should regularly review and update the cost basis for these fees and charges. This will create an informed discussion about increasing or finding other sources of funding. It is not necessary that these fees must keep up with rapidly rising costs, but the regular re-examining allows the community and leadership to understand where additional funding should be applied.

PURSUE GRANTS STRATEGICALLY

Some of the recommended projects, particularly the trail connections, may be eligible for grants that are focused on transportation and the City should keep an open mind about the wide variety of potential funding sources. Typically, grants are competitive processes that fund only capital costs and require a City to commit to the maintenance and operation of the resulting facilities. Some resources will also need to be identified for matching funds. To be effective at competing for grant funding, the City will need at least one staff member focusing some time on the process, application timing, and positioning of projects with various agencies.

CONSIDER BONDS AND DEBT FOR CAPITAL IMPROVEMENTS

For the portion of park projects left unfunded by fees and charges, the primary alternative or supplement to consider would be bonded debt. The City has multiple options for funding bonds to provide the capital resources needed for projects. The first and most common is the General Obligation (GO) bond which requires voter approval for property taxes to cover the repayment. The second, called full faith and credit, or bonds approved by the City Council only, require repayment from the general operating funds of the City (with income from existing taxes and fees).

CALL TO ACTION

This plan calls on the community – including neighbors, activists, organized groups, City staff and elected leaders – to recognize the value of parks and recreation. Everyone who values their local park, who is passionate about a sport or activity or wants to see the community grow even more healthy, safe, and strong has a role to play in improving the Keizer park and recreation system. Together, we can build from a strong base to maintain, and reinvest in, the assets that have made us a great community, to connect to each other and the natural world around us.





APPENDIX A

Park and Facility Inventory

Appendix A: Park and Facility Inventory

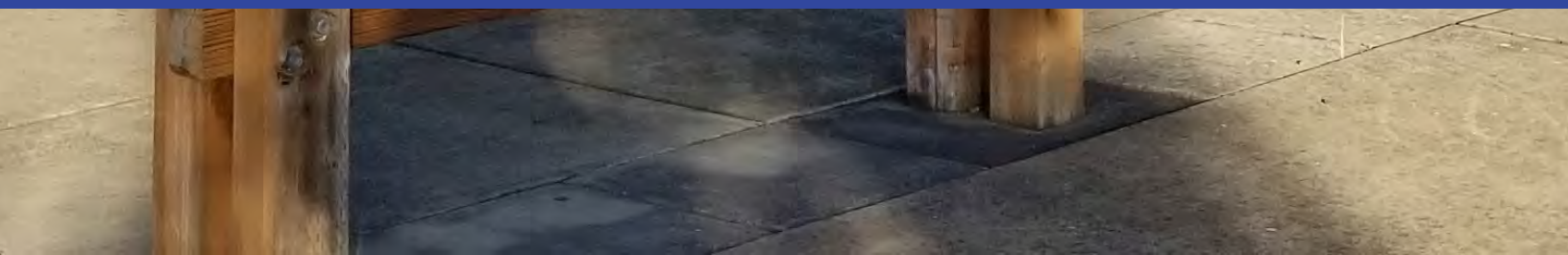
	Acres	Athletic/Sports Facilities								Outdoor Recreation						Specialized			Natural Features/Trails					Amenities												Adjacencies								
		Multi-Use Sports Court	Pickleball Court	Tennis Court	Basketball Court	Horseshoes	Volleyball Court	Youth Ball Diamonds	Soccer Field	Playground	Community Garden	Exercise Station	Open Turf	Skate Park	Dog Park	Picnic Shelter (Large)	Picnic Shelter (Small)	Amphitheater	Other Building	Boat Ramp / Dock	Natural Area	Interpretive Signage	Fishing / River Access	Soft-Surfaced Trail or Path*	Hard-Surfaced Trail or Path*	Barbecues	Picnic Tables	Restroom (Permanent)	Restroom (Portable/Seasonal)	Signage (Identity/rules)	Drinking Fountain	Bleachers	Benches	Bike Rack	Dog Waste Station		Trash Receptacles	Street Parking	Parking Lot					
Regional Park							3			1		1	✓		1	1				1	3	1	✓	✓	✓	✓	✓		16	2	✓	✓	✓		✓	✓	✓	✓		✓	River			
Keizer Rapids Park	148.0						3			1		1	✓		1	1				1	3	1	✓	✓	✓	✓	✓		16	2	✓	✓	✓		✓	✓	✓	✓		✓	River			
Subtotal	148.0	0	0	0	0	0	3	0	0	1	0	1	1	0	1	1	0			1	3	1	1	1	1	1	1	0	0	1	2	1	1	1	0	1	1	1	1	1	0	1		
Community Parks																																												
Claggett Creek Park	16.4				1	2		2	1	1		1	✓			1							✓				✓		11		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	Claggett Creek	
Subtotal	16.4	0	0	0	1	2	0	2	1	1	0	1	1	0	0	1	0			0	0	0	1	0	0	0	1	1	11	0	1	1	1	1	1	1	1	1	1	0	1			
Neighborhood Park																																												
Ben Miller Family Park	2.4									1			✓										✓	1				✓	2		✓	✓	✓					✓	✓			ES/CC MS		
Bob Newton Family Park	5.9	1			0.5	2		2		1			✓			1													11		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓		✓	
Country Glen Park	5.9									1		1	✓			1							✓				✓		3		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓			Hidden Creek Park
Meadows Park	3.0									1		1	✓											✓			✓		3		✓	✓	✓		✓			✓	✓	✓	✓			
Northview Terrace Park	2.1				0.5					1			✓															✓	4		✓								✓	✓		✓	Northview Terrace Pool	
Wallace House Park	11.2									1		1	✓										✓	✓	✓	✓	✓		4		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓		✓	River
Willamette Manor Park	2.4	1			0.5					1			✓			1											✓		5		✓	✓	✓		✓		✓	✓	✓	✓	✓			Holiday Swim Club
Subtotal	32.9	2	0	0	1.5	2	0	2	0	7	0	3	7	0	0	0	3			0	0	0	3	3	1	1	4	4	32	0	6	7	6	0	5	3	4	7	5	3				
Special Use Park																																												
Bair Park & Reservoir	2.1																						✓	1		✓	✓		1			✓			✓			✓	✓					
Chalmers-Jones Park/Carlson Skate Park	3.6										1		✓	1		1								✓			✓		11		✓	✓	✓		✓	✓			✓			✓	City Hall	
Keizer Little League Park	17.6							12					✓			1				2							✓		✓	1	✓	✓	✓	✓	✓	✓			✓			✓	Church of Christ	
Mike Whittam Park	3.9										1												✓	✓					1		✓	✓			✓	✓								Crosshill Christian School/Church
PFC Ryan J. Hill Memorial Park	1.3																						✓	✓			✓				✓				✓	✓	✓	✓	✓				Kaiser Permanente/Panera	
Sunset Park	1.5												✓										✓		✓	✓			1			✓			✓		✓	✓	✓	✓	✓			
Subtotal	30	0	0	0	0	0	0	12	0	0	2	0	3	1	0	1	1			0	2	0	4	4	1	2	4	0	14	1	3	6	2	1	6	4	2	5	2	2				
Natural Area																																												
Clear Lake Park	4.0												✓										✓															✓	✓			Clear Lake ES		
Hidden Creek Park	3.7																						✓				✓								✓		✓	✓	✓			Labish Creek, Country Glen Park		
Northridge Park	9.5																						✓																				Claggett Creek	
Palma Ciea Park	1.6																						✓		✓							✓												
Subtotal	18.8	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0			0	0	0	4	0	1	0	1	0	0	0	0	2	0	0	1	0	2	2	1	0				
Grand Total	246.1	2	0	0	2.5	4	3	16	1	9	2	5	13	1	1	3	4			1	5	1	13	8	4	4	11	5	58	3	11	17	10	2	14	9	10	16	8	7				

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APPENDIX B

Development and Renovation Guidelines





Appendix B: Development and Renovation Guidelines

The Master Plan presents guidelines for the design, development, and renovation of existing and new parks. Their purpose is to ensure the provision functional, safe, and aesthetically pleasing parks that reflects the City's identity and character.

ORGANIZATION

The guidelines are organized by park classification. For each classification, guidelines are presented in four categories:

- **Size and Access.** The size of a park, and particularly the developable area, determines the type of park and uses possible at the site. Access addresses the frontages, preferred modes of transportation, and entrances to the site.
- **Recommended Amenities.** Parks should include certain types of amenities and facilities to meet needs for recreation, social gathering, and site use. These elements are required for these types of parks.
- **Amenities to Consider.** Parks may include a greater variety of amenities—beyond what is required—to expand site use and recreation experiences. If site size allows, these additional amenities can be incorporated into the park as long consistent with the size and intended scale of the park.
- **Incompatible Amenities.** In some cases, there are park resources that conflict with the purpose and character of parks within a classification. These should be avoided.



REGIONAL PARKS

INTENT

Regional Parks are large destination parks, which protect unique natural/cultural features and provide a variety of specialized recreation opportunities, attracting visitors from across the City and beyond.

SIZE AND ACCESS

- 100+ acres
- Frontage on a major street(s)
- Off-street parking should be provided
- Sidewalks, bike lanes, and ideally a Class I path will provide access via walking and biking to nearby destinations and trail network

RECOMMENDED AMENITIES

- Destination playground
- Picnic pavilions, large and small group shelters
- Event space, amphitheater, and plaza (with utilities)
- Active recreation space, such as a variety of sports fields and sports courts (lighted)

- Connections to protected natural areas (e.g., trails, dock, fishing platform, boat launch, boat-in camp, etc.)
- Specialized facilities, such as an off-leash dog area and disc golf
- Accessible pathways and loop trail
- Wayfinding and interpretive signs
- Permanent restrooms
- Tables, seating, bike racks, trash receptacles, water fountains, signs, and other basic site furnishings

AMENITIES TO CONSIDER

- Additional play features (nature play, skate spots, game tables, etc.)
- Challenge elements (adventure course and bike skills course)
- Public art or historical element
- Arboretum and landscape plantings
- Indoor recreation center
- Maintenance/storage facilities

INCOMPATIBLE AMENITIES

- Uses that damage protected natural areas and resources



COMMUNITY PARKS

INTENT

Community Parks are medium-sized parks that provide variety of recreation activities for several neighborhoods or a portion of the community.

SIZE AND ACCESS

- 10-15 acres
- Frontage on a collector or arterial street
- Sidewalks and bike lanes/paths should connect to the park
- Site should be relatively level and developable for recreation uses

RECOMMENDED AMENITIES

- Play area, medium to large-scale
- Small- and medium-size picnic shelter
- Open lawn for sitting and informal play
- Sports fields and courts
- Permanent restrooms
- Off-street parking
- Shade (trees, shelters, canopies, sails)
- Accessible pathways

- Wayfinding and interpretive signs
- Tables, seating, bike racks, trash receptacles, water fountains, signs, and other basic site furnishings

AMENITIES TO CONSIDER

- Splash pad
- Community garden
- Additional play features such as skate spots, bocce courts, ping pong tables, pump track, etc.
- Off-leash dog area
- Loop trail
- Natural areas and trails
- Lighting for fields, courts, or pedestrian paths
- Utilities to support special events
- Public art or interpretive element

INCOMPATIBLE AMENITIES

- Regional-scale facilities (arboretum, recreation center, regional sports complex)



NEIGHBORHOOD PARKS

INTENT

Neighborhood Parks are smaller parks intended to serve nearby neighbors with close-to-home greenspace and activity space.

SIZE AND ACCESS

- 2-6 acres
- Access from a local street
- Sidewalks should connect to the park

RECOMMENDED AMENITIES

- Play area, ages 2-5 and 5-12
- At least one or two picnic tables
- Open lawn area
- Active recreation use (sports courts, outdoor fitness equipment and/or youth sports practice field)
- Trees (for shade and to preserve canopy cover)
- Internal accessible pathway system

- Tables, seating, bike racks, trash receptacles, signs, and other basic site furnishings

AMENITIES TO CONSIDER

- Small shelter, shade structure, or gazebo
- Other small-scale active recreation resources (climbing wall, ping pong tables, chess tables, skate spot, horseshoe pits, etc.)
- Natural areas, but not throughout the entire site
- Drinking water fountain
- Portable restrooms
- Pedestrian-scale lighting
- On-street parking

INCOMPATIBLE AMENITIES

- Lighted fields or courts
- Community-scale facilities
- Permanent restrooms,
- Off-street parking



SPECIAL USE PARKS

INTENT

Special Use Parks are parks intended primarily to support a single function or one or two specialized uses to serve residents, employees, and visitors from across the city.

SIZE AND ACCESS

- Size varies, depending on the special use
- Access depends on special use. Site should have at least one access point from a public street

RECOMMENDED AMENITIES

- Special use resource or facility
- Tables, seating, bike racks, trash receptacles, signs, and other site furnishings suited to the scale of the park

AMENITIES TO CONSIDER

- Small play area in addition to special use
- On or off-street parking sufficient for site use
- Shelter, shade structure, or gazebo
- Lighting
- Drinking water fountain
- Food concessions
- Permanent restrooms
- Natural areas
- Storage/maintenance buildings
- Reservoirs

INCOMPATIBLE AMENITIES

- Any uses or features that would conflict or detract from the special purpose of the site



NATURAL AREAS

INTENT

Natural Areas are parks or greenways of various sizes intended to protect natural resources and/or support nature-based recreation activities, including trail use.

SIZE AND ACCESS

- Size varies depending on the natural resource and area needed to preserve or protect it
- Each site should have at least one access point from a public street
- Site should connect to a trail network if available

RECOMMENDED AMENITIES

- Internal paths or looped trail, if feasible
- Tables, seating, bike rack, trash receptacles, signs, and other basic site furnishings

AMENITIES TO CONSIDER

- Nature play features
- Small picnic area or shelter
- Trailhead kiosk
- Viewpoints or viewing platforms
- Seating circle / outdoor classroom

INCOMPATIBLE AMENITIES

- Uses or features that would degrade the resource being protected
- Ornamental plantings



APPENDIX C

Site Recommendations



Appendix C: Site Recommendations

As a supplement to Chapter 4, Appendix C provides a site-by-site overview of existing Keizer parks and identifies recommendations for existing and proposed sites. The purpose of the appendix is to define the vision for each site in the future park and recreation system.

Recommendations for each site were developed based on findings from both community engagement as well as a technical evaluation and analysis of site conditions. More specifically, the following data were incorporated:

- Results from the Park Tour and Condition Assessment (2020), which were reviewed and discussed with City staff;
- Community engagement findings, including the online questionnaire (2020-21), focus group meetings, and stakeholder interviews;
- The technical analysis of citywide community needs (2021), which identified ways that individual parks sites and trail corridors contribute to overarching park and recreation needs based on their locations and unique characteristics;
- Parks and Recreation Board member comments and direction (2021), including specific input about the sites each Board member represents;
- The City of Keizer Facility Barriers Analysis (2018), that included findings as per the Americans With Disabilities Act; and
- Keizer Parks Priorities 3-5 Year Plan (2018).

This appendix describes park recommendations first, followed by those for trail corridors extending beyond City parks.

PARK RECOMMENDATIONS

Park recommendations are presented alphabetically by site. Following some general information about each park, the descriptions are divided into the following sections.

- Existing site character
- Park history
- Future vision
- Recommendations

BAIR PARK & RESERVOIR		
Park Classification	Size (acres)	Development Status
Special Use Park	2.1	Minimally developed



EXISTING SITE CHARACTER

Bair Park functions as a largely undeveloped neighborhood greenspace dominated by a closed canopy of mature Douglas fir trees. The western boundary is defined by an above-ground water storage facility and cell tower, giving it its special use classification. The park is mostly natural with a picnic table and formal and informal trails weaving through the property. The park pathway is currently unlighted. The site is approximately one-quarter mile from Forest Ridge Elementary (north) and Clear Lake Elementary and Clear Lake Park (south), which all help address recreation needs for nearby neighbors.

PARK HISTORY

Bair Park was once part of 160 acres owned by John and Edna Bair. The couple purchased the land in 1882 and it evolved to include the original Clear Lake School and the Keizer/Clear Lake United Methodist Church. The property that is now Bair Park was sold to the City of Keizer by the descendants, David John Bair, Delbert J. Bair, Mary E. Versteeg, and Ruth V. Adams in 1998.

At the north end of the park, what looks to be the remains of a vintage tractor is overgrown. The remains have sat in the park for so long, trees are growing up through the frame. According to the Bair family, this is actually an old Oakland touring car, dating back to the early 1900's, that was reconfigured to make a portable saw mill. Most popular between 1910 and 1920, touring cars were noted for their open roof and seating for four or more people (see photo on next page).

SUMMARY OF ADA BARRIERS IDENTIFIED

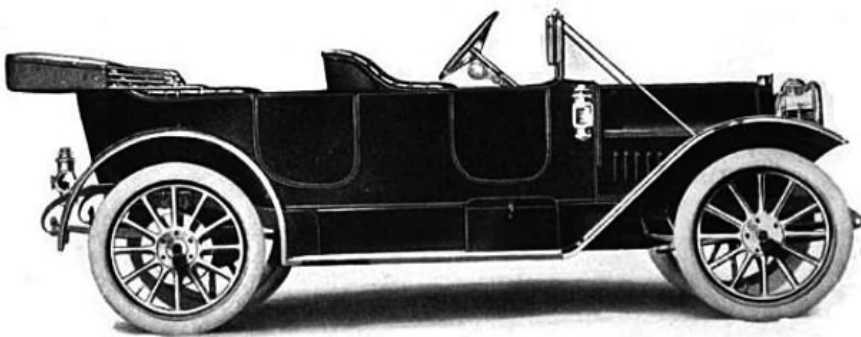
- Path deterioration and lifting by tree roots
- Southern entrance to park

FUTURE VISION

Future development of Bair Park should address the needs of nearby neighbors, while reflecting the parcel's historical significance. The addition of any amenities should be compatible with the preservation of healthy existing trees. Maintenance should include continued coordination with an arborist to assess and manage tree health and visitor safety. Landscaping should prioritize the suppression of invasive vegetation.

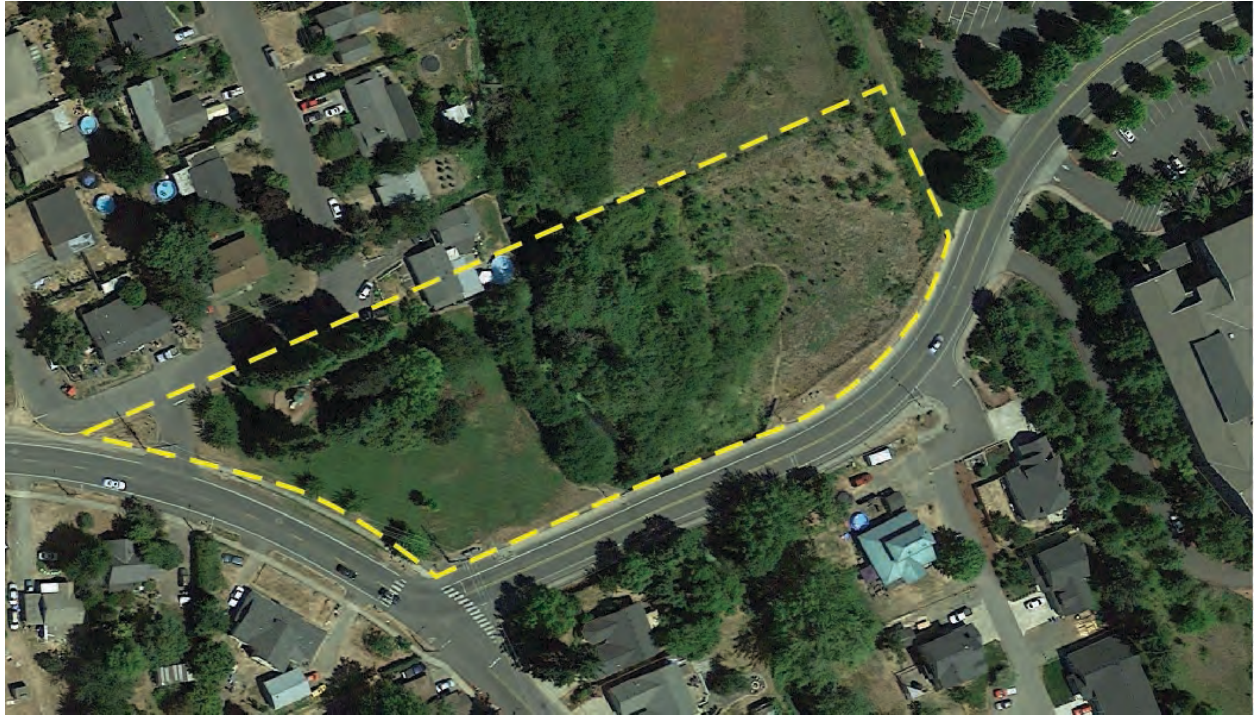
RECOMMENDATIONS

- Install pathway lighting.
- Formalize path connections to northwest and southwest corners, improving park access from each end, enhancing visibility of the touring car, and increasing walking opportunities. Keep these paths as soft surface walking trails maintained with bark mulch to minimize the impact on existing tree roots.
- Preserve the “touring car” and add interpretive signage to describe the site's history and namesake.
- Add additional neighborhood park amenities with minimal footprints, such as benches and tables in the sun and shade.
- Add nature play elements, such as large boulders, downed logs, or a scaffold and natural materials for fort building.
- Install a dog waste station.



Oakland Touring Car. Image Credit: Eric A. Howald, Keizer Times, January 8, 2021.

BEN MILLER FAMILY PARK		
Park Classification	Size (acres)	Development Status
Neighborhood Park	2.4	Partially developed



EXISTING SITE CHARACTER

Bordered by Alder Drive NE and Beebe Street NE, this small neighborhood park is a sloping green space divided by Claggett Creek. The western side of the park is developed and shaded by mature evergreen trees, while the larger eastern side beyond Claggett Creek is an undeveloped, sloped wetland restoration project site bound by school district property (Weddle Elementary School and Claggett Creek Middle School). The developed park area is adjacent to single family residential housing and provides the neighborhood with a small playground for ages 2-5, picnic tables, open lawn areas, and informal access to Claggett Creek. Vegetation along the creek bank has previously been restored through a joint project between the Claggett Creek Watershed Council and the City to revegetate with natives and remove invasive plant species.

PARK HISTORY

Purchased in 1995 from Elsie R. Mathews, the park was originally named Pleasant View Park. It was renamed to honor long-time Keizer volunteer and businessman Ben Miller and his family. Ben and his wife Donna moved to Keizer in the early 1950's and raised their children (Randy, Robert and Wendy) in Keizer. Mr. Miller's donations of equipment and labor were instrumental in developing the park. Miller's sons continue to be involved in volunteer projects in Keizer.



SUMMARY OF ADA BARRIERS IDENTIFIED

- Picnic tables and playground surfacing

FUTURE VISION

Ben Miller Family Park serves the southeast residential section of Keizer and intersects with the City's network of bike lanes. Future park development should retain the current neighborhood park character and highlight the park's natural features. An updated play area should provide a more diverse range of features for ages 2-5 and 5-12. Minor improvements could include bark mulch surfacing around picnic amenities and the addition of bike amenities. The undeveloped wetland area presents an opportunity for further coordinated restoration efforts, seasonal expanded park and creek access, trail connectivity, and environmental education which could be developed through a joint effort with the adjacent schools.

RECOMMENDATIONS

- Replace and expand the existing play structure to serve ages 2-5 and 5-12. Consider a nature-themed equipment and play elements.
- Add a fence or landscape barrier between the playground and busy roadway.
- Expand accessible pathways and improve areas around facilities to improve access to picnic tables, barbecues, and other park amenities.
- In the long term, connect this park to the Claggett Creek trail.
- In the long term, explore options to add stairs and/or a formal trail down the hill and across Claggett Creek to connect to the other side of the park and adjacent school. Open views of the creek through vegetation management and consider providing a creek access point.

- Consider a jointly funded outdoor classroom on the eastern side of the park for students to learn about riparian habitat and restoration options.



BOB NEWTON FAMILY PARK		
Park Classification	Size (acres)	Development Status
Neighborhood Park	5.9	Developed



EXISTING SITE CHARACTER

This expansive neighborhood park is a hidden gem in the Gubser neighborhood. Its diverse recreation options include numerous picnic tables, a small shelter, grills, a playground, practice fields and multi-use sports courts which draw a dedicated crowd of pickle ball players. In addition, this park features mature shade trees, a gently sloping lawn which stretches to all corners of the park, and a small bridge spanning the seasonal drainage ditch which divides the park lengthwise. Surrounded by single family residential development, the park (and parking) is accessible from an adjacent alley and two dead-end streets.

PARK HISTORY

Bob Newton Family Park, formerly Wilark or Willark Park (both names appear on formal documents), was donated by Kenneth and Anna Nielson. The original park name refers to the place where the Nielson’s met. It may refer to the old lumber town of Wilark, now gone, that was owned by the Clark and Wilson Lumber Company and once located near the headwaters of the Clatskanie River in Columbia County.

The park was renamed in 2007 to honor former Keizer Mayor and City Councilor, Colonel James Robert "Bob" Newton (retired). Mr. Newton served in the Oregon National Guard (1957-1994), as

City Councilor (1983-1997), as Mayor (1999-2001), and on many civic and military boards during his time in Keizer. He was named Keizer's First Citizen in 1996 by the Keizer Chamber of Commerce.

SUMMARY OF ADA BARRIERS IDENTIFIED

- Parking, common areas
- Paths of travel
- Seating and access to playground



FUTURE VISION

With its size and range of features, Bob Newton Family Park provides excellent recreation opportunities for nearby neighbors. It also has the potential to draw visitors from father away, functioning as a small community park. Minor additions and updates to existing recreation features to expand use will enhance the quality of the park without changing the current character.

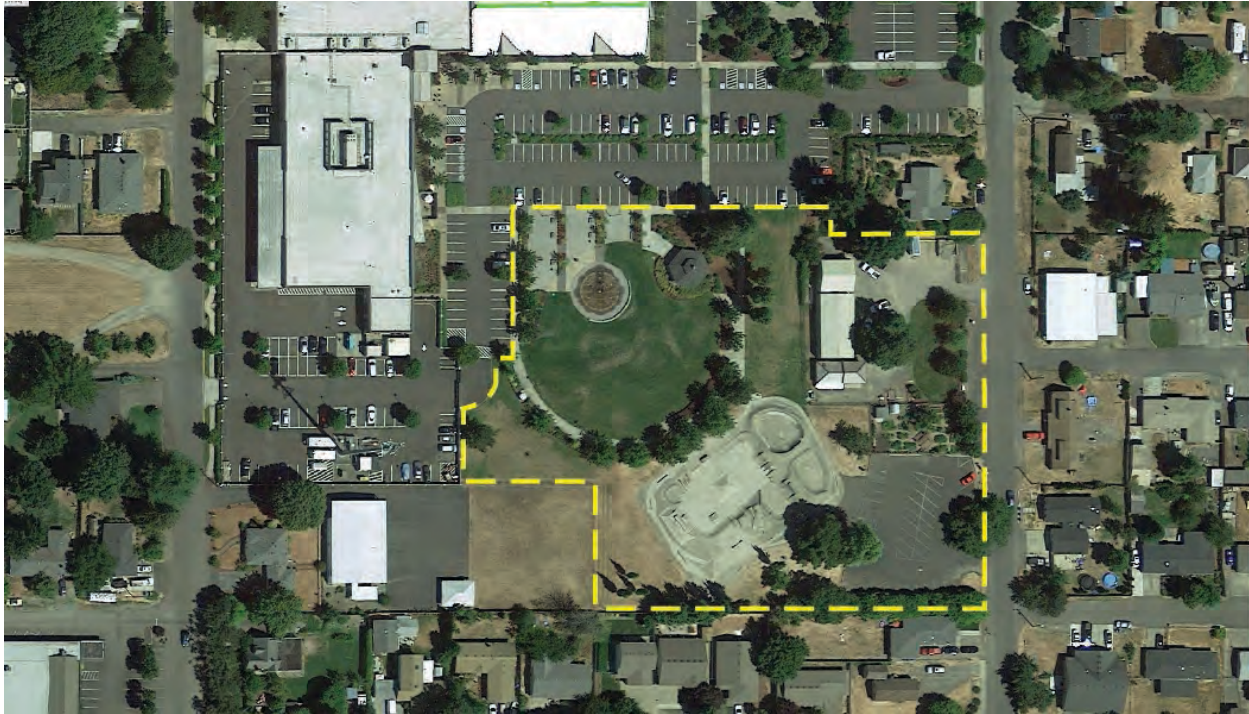
RECOMMENDATIONS

- Replace the play equipment with thematic play equipment. This is a high priority.
- Improve park visibility and access through street signage.
- Add formal pathway connections from both dead-end street entrances into the park.
- Add a soft surface walking/jogging trail loop to the park perimeter, with benches along the trail. Add an additional bridge crossing as part of the looping path.
- Repair and stabilize the existing bridge footings.
- Expand the alley parking area to support angle-in parking to match the level of recreation opportunities available.
- Enhance the picnic area. Create a “picnic plaza” with a level hardscape, tables, and barbecues to eliminate the trampled vegetation, exposed roots, and barbecues in the path of travel in the current picnic area.
- When resurfacing the multi-use sports court, separate the basketball court from pickleball to minimize user conflicts. Re-orient the pickleball courts north south.





CHALMERS JONES PARK/CARLSON SKATE PARK		
Park Classification	Size (acres)	Development Status
Special Use Park	3.6	Developed



EXISTING SITE CHARACTER

Adjacent to City Hall, the park’s boundaries are defined to the north by City Hall’s parking lot, the Police Station to the west, a residential property fence to the south and Rickman Road NE to the east. Access to the park is primarily from the north through City Hall’s parking lot and the eastern parking lot. The park provides the community with a gazebo, splash pad, skate park, walking trail, open space, and parking for large events. The splash pad runs on a chlorinated recycled water system and requires continuous maintenance but is heavily used by the public and adds to the character of the park.

PARK HISTORY

In 1986, the City of Keizer bought a former school building and surrounding land for use as City Hall. The park was improved over time; the school building was replaced by the new City Hall building in 2009.

The park was renamed from City Hall Park to Chalmers Jones Park in 1996 to honor a long-time Keizer resident, known for ‘breaking racial barriers and his long time service in State Government. A native of Louisiana, Mr. Jones had worked his way to the west coast as a radio announcer, washing cars in Portland, Oregon, for \$1.00, and at one point serving as a skycap for United Airlines. It was during his stint as a skycap that he first met Governor Tom McCall. Eventually, Mr. Jones would

become the first African-American in Oregon's history to serve as part of the Governor's executive staff. He later served thirteen years on the Oregon State Parole Board, retiring as Chairman. Chalmers Jones passed away August 15, 1995.

Also in 1995, Charlane Carlson began spearheading efforts to create the City's first skatepark. In response to complaints from businesses, she began building support for a safe and hassle-free place for youth to skateboard and rollerblade. The excitement and energy of the youth and their willingness to support this project led to the formation of the Keizer Skate Park Committee. After many years of research, phone calls, discussion of fundraising ideas and design suggestions, youth committee members made a formal presentation to the Keizer Parks Advisory Board and later to Council to create a skatepark at this site. With support from the City Council and a commitment of financial aid, the official groundbreaking ceremony took place in April 1998. The park was dedicated in July of 1999. A plaque in the park commemorates all of the people, businesses and organizations that made the park possible.

SUMMARY OF ADA BARRIERS IDENTIFIED

- Paths of travel (near Carlson Skate Park)
- Restrooms

FUTURE VISION

As many major improvements and additions have already occurred in recent years the focus for Chalmers Jones/Carlson Skate Park should be to maintain or enhance existing features as needed.

RECOMMENDATIONS

- Implement minor access improvements to the existing parking lots and main paths of travel in order to meet accessibility requirements. This includes removing barriers in the Carlson parking lot.
- Continue prioritizing maintenance of the splash pad.
- Add mulch or accessible surfacing around picnic tables in the Carlson Skate Park to minimize ongoing erosion and root impact.
- As one of the City's most visible parks, ensure that there are funds on hand to replace picnic tables, benches, and amenities as these age and wear.
- Provide a small storage shed with brooms and rakes adjacent to the skate park (lockable at night) that can be used by youth to clean up leaves or other debris in skate bowls. Explore opportunities to partner with local youth or a youth group to adopt this site for periodic cleanup.





CLAGGETT CREEK PARK		
Park Classification	Size (acres)	Development Status
Community Park	16.4	Developed (10.6 acres) Undeveloped (5.4 acres)



EXISTING SITE CHARACTER

This popular community park is located just blocks away from City Hall and Chalmers Jones/Carlson Skate Park in the heart of Keizer. The park is bordered by Chemawa Road and Dearborn Avenue, single family residential properties along the west and Claggett Creek to the east of the developed portion, with some City-owned wetlands east of the creek. Access to the park is through the parking areas at the north and south ends. The park offers a variety of flexible open spaces with a well-balanced range of active and passive features, becoming a very popular location for picnicking, playing and exercising on a sunny day. The park provides a soccer field with bleachers in the northern area and baseball fields and basketball courts at its center. The southern half of the park contains a covered shelter area, picnic tables, play equipment and an accessible water fountain.

PARK HISTORY

Claggett Creek Park was purchased from the Hardman family in 1963 and conveyed to the City of Keizer as Claggett Creek Park in 1983. The park is named for the grandfather of former U.S Senator Charles L. McNary, Charles Claggett, who settled in Keizer in 1852 on 320 acres of land. Mr.

Claggett burned and sold charcoal and raised stock and grain. For many years he lived in a 16 x 16-foot cabin without a floor, stove or fireplace. Considered one of the honored pioneer settlers, Mr. Claggett died in 1902.

SUMMARY OF ADA BARRIERS IDENTIFIED

- Paths of travel
- Parking lot layout

FUTURE VISION

Featuring a newly constructed playground, Claggett Creek Park will continue to be a popular community park in the heart of Keizer. Recreation opportunities may be constrained by the amount of parking available; opportunities to expand or encourage alternative modes of transportation should be considered.

RECOMMENDATIONS

- Add a paved, looping multi-use pathway through the park to provide an accessible connection between the north and south ends, including connections to major park features and amenities. Include mileage markers along the trail for walkers and joggers to track distance with each lap.
- Remove weathered amenities, including the arbor trellis and aged benches under trees with exposed roots.
- Place shaded picnic tables and benches along the perimeter of the new looped path. Ensure that existing and new picnic table pads are level with the ground (to avoid trip hazards). Provide access pathways from parking and the trail.
- Provide visual connectivity to Claggett Creek by opening views in the existing vegetation. Add creek viewpoints with bird blinds and benches.
- Maintain existing sports fields and supporting amenities. Expand the southern parking lot (adding 6-10 new spaces) to support sports, picnicking and play.
- In the long term, explore opportunities to add a boardwalk and interpretive signage in the floodway to create an elevated, accessible nature trail in the eastern portion of the park. Provide access from the street system at each end and add stormwater enhancements.



APPENDIX C: SITE RECOMMENDATIONS



CLEAR LAKE PARK		
Park Classification	Size (acres)	Development Status
Natural Area	4.0	Minimally developed



EXISTING SITE CHARACTER

This natural open space is bordered by residential development on the south and west; it shares an open boundary with Clear Lake Elementary School to the north. The park’s thick, shaded grove of mature Douglas fir trees is surrounded by open lawn on three sides. Primarily an undeveloped passive open space area with minimal features, this park functions as a quiet green space for nearby neighborhood residents. Clear Lake Elementary, however, provides a variety of covered and uncovered outdoor recreation amenities and play features that are available for use during non-school hours.

PARK HISTORY

In 1992, the Salem-Keizer School District was granted a zone change and conditional use to build Clear Lake Elementary School, in exchange for dedicating a 5-acre site as park land. The site was purchased by the City of Keizer in 1995. The School District and City established a joint use and maintenance agreement for the site that same year.

SUMMARY OF ADA BARRIERS IDENTIFIED

- None noted

FUTURE VISION

Clear Lake Park should continue to provide a largely undeveloped natural open space for the surrounding neighborhood. Minimal improvements and additional comfort features will support passive recreation without altering the park's current character.

RECOMMENDATIONS

- Formalize the connection to the Cater Court NE accessway with a park sign and a hard-surfaced trail linking to the existing paved fire access lane that currently dead-ends in the middle of the turf.
- Install a Clear Lake Park sign easily visible from Meadowglen Street NE.
- Add a soft surface looping pathway to improve access under the trees, support walking, and more clearly define the park space.
- Add benches and two picnic tables (one in the shade and one in the sun) for local use.
- Coordinate with Clear Lake Elementary to create a paved path that connects the park to recreation features on the north side of the school property.



COUNTRY GLEN PARK		
Park Classification	Size (acres)	Development Status
Neighborhood Park	5.5	Partially developed



EXISTING SITE CHARACTER

The park is part of the Clear Lake Neighborhood of north Keizer. The eastern portion of the park addresses the stormwater overflow of Labish Creek. The western part supports recreation. The park connects with the Gubser Neighborhood via a pedestrian bridge at the southwestern boundary. The bridge provides access to the park through an easement owned by the City; however, it is maintained by the Public Works Streets Division. Though the park offers a large open green space, the number of amenities and their locations are constrained by the seasonal flooding of the creek and adjacent areas, resulting in a large but quiet neighborhood park. The park provides a general use field, play equipment, picnic shelter and drinking fountain. The park also connects to the Hidden Creek trail via a paved pedestrian path.

PARK HISTORY

After several years of negotiations, Country Glen Park was acquired from Epping Construction in 1997, partially in response to the site flooding that occurred in 1996 and 1997. In Autumn 2000, City staff developed a Master Plan and soon began to construct a site with play equipment and picnic tables to serve nearby neighbors, and with open greenspace to buffer creek flooding.

SUMMARY OF ADA BARRIERS IDENTIFIED

- Slope, paths of travel

- Drinking fountains
- Playground surfacing and play features

FUTURE VISION

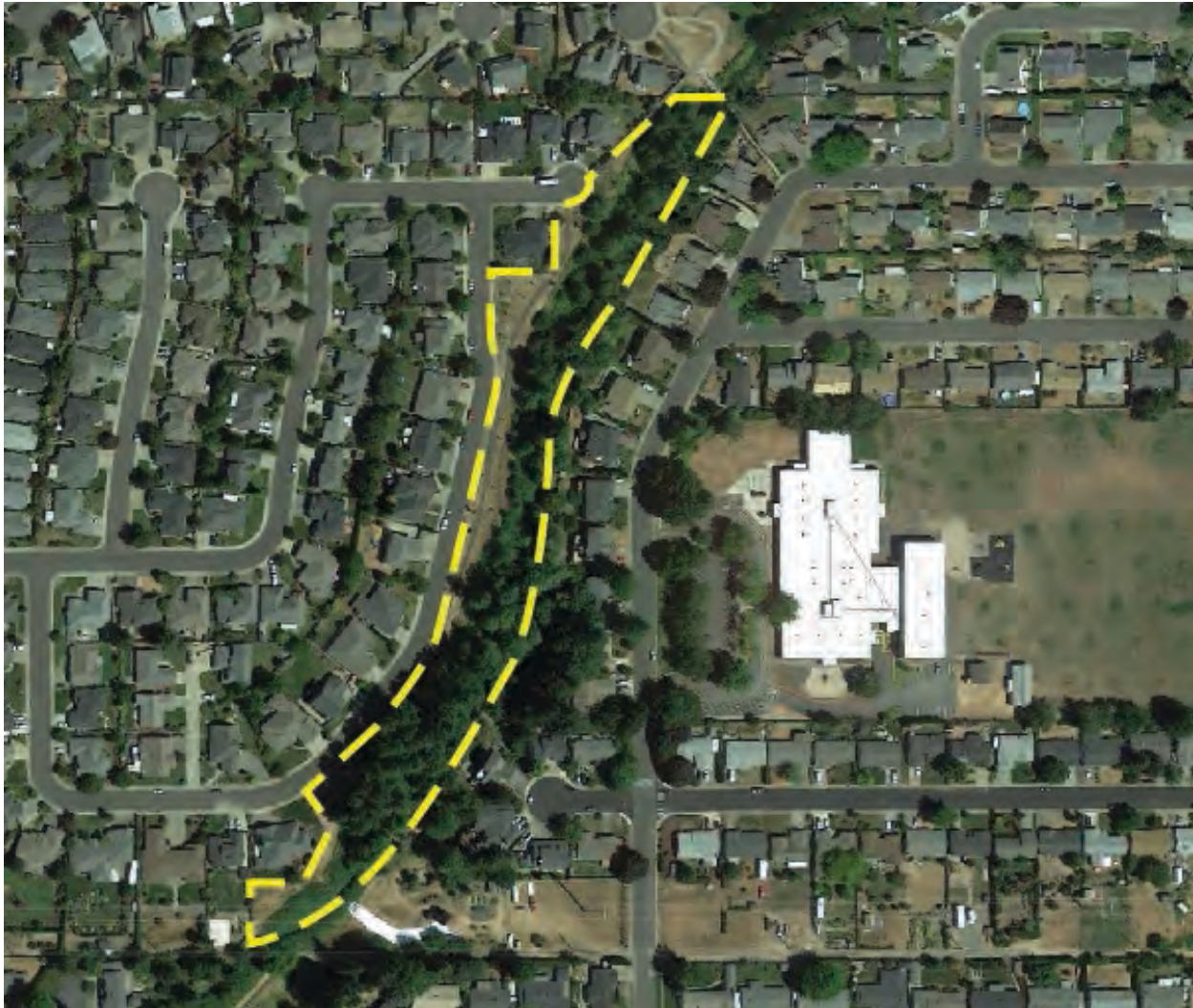
Future park improvements should account for the park's location within the floodplain and be compatible with these seasonal changes. Paved pathways in close proximity to tree roots are likely to continue needing regular repair as roots tend to grow closer to the surface in saturated soils. Opportunities for joint wetland restoration efforts should be considered to convert select saturated areas of unusable open turf to native plantings which are able to absorb flood waters at a greater capacity than lawn.

RECOMMENDATIONS

- Improve the trail (planned for 2021).
- Open views to Labish Creek through vegetation management. Add benches at resting points along the trail with views of Labish Creek.
- Enhance a portion of this site to create an unfenced off-leash dog area. Regrade this area and add green infrastructure such as vegetated bioswales in lieu of lawn to mitigate seasonal flooding and delineate the boundary of the off-leash area.
- Provide pedestrian-scale park and path lighting to improve safety while minimizing light pollution in the natural area and for adjacent neighbors.
- Connect this site to the proposed multi-use Labish Ditch trail. Provide a turn-around loop so that bicyclists coming from the Volcanoes Stadium can easily loop and return. Add wayfinding signage.
- Provide interpretive signage explaining the purpose of added bioswales for flood mitigation and stormwater filtration.
- When replacing the play equipment at the end of its lifecycle, consider nature play elements or other features that can be moved farther from the road.



HIDDEN CREEK PARK		
Park Classification	Size (acres)	Development Status
Natural Area	3.7	Developed



EXISTING SITE CHARACTER

The park is surrounded by single family residential housing. Labish Creek defines the eastern portion of the property and Whisper Creek Loop NE defines the park’s western boundary. There is a 30-foot natural buffer along the east side of the property adjacent to Labish Creek that is required to remain as a natural area as part of the subdivision agreement. The park is connected to Country Glen Park to the north via a pedestrian path. The site is located just south of the pedestrian bridge that allows access to Gubser Elementary and the eastern side of the creek.

PARK HISTORY

Hidden Creek Park was acquired, and master planned in 2000 to complete the Country Glen Hidden Creek connection and trails.

SUMMARY OF ADA BARRIERS IDENTIFIED

- Lack of accessible surfacing around benches

FUTURE VISION

Hidden Creek Park should continue to function as a multi-use trail corridor bordered by natural features.

RECOMMENDATIONS

- Improve the trail (planned for 2021).
- Add wayfinding signage to direct visitors to nearby public amenities and destinations. This includes connections made via the proposed Labish Ditch trail when that is developed.
- Add accessible surfacing around benches.



KEIZER LITTLE LEAGUE PARK		
Park Classification	Size (acres)	Development Status
Special Use Park	17.6	Developed



EXISTING SITE CHARACTER

Keizer Little League Park is a City-owned multi-field sports complex. Nearby neighbors include single family homes to the west, and to the north, the Keizer Church of Christ, the Bonaventure Retirement Community, and Keizer Station apartments. Ridge Drive marks the eastern boundary. While the Salem Parkway Bike Path runs near the southeastern edge, the trail is not accessible from this site. The park has been developed by the Keizer Little League Association, who previously maintained the property and made improvements per a maintenance agreement with the City. The City has made improvements to the parking facilities and stormwater drainage. The current maintenance and operation agreement is expiring and is being renewed through an RFP this year.

PARK HISTORY

In May 1985, the City of Keizer purchased two parcels of property (21.4 acres total) on Ridge Drive for \$103,660, simultaneously creating an agreement with Keizer Little League for site development and ongoing operations and maintenance of this sports complex. Little League volunteers have invested time and resources into park improvements since then. Recognizing that many facility updates and improvements are now needed and that demands for quality softball and baseball fields

are growing, the City of Keizer released an RFP in 2021 to consider all options—including potentially a different operating partner—to improve site infrastructure and use. As this plan is being prepared, the City is still defining the terms of a new partnership agreement for site stewardship.

SUMMARY OF ADA BARRIERS IDENTIFIED

- Paths of travel, hazards, common areas
- Unpaved ADA parking spots
- Surfacing and access to concessions stand and restrooms

FUTURE VISION

The Keizer Little League Park should be rebranded as a community-serving sports park that primarily supports league play for baseball, softball and compatible diamond-field uses. Site enhancements should also be made to support play and social gathering opportunities for nearby neighbors.

RECOMMENDATIONS

- Consider renaming the park as the Keizer Sports Park or a name that reflects the broader community use of this site and facilities.
- Establish an operating agreement that defines responsibilities for site improvements to ensure site safety and functionality. Prioritize the repair or replacement of aging bleachers, dugouts and other facilities that are unsafe, hazardous, or currently roped off. Consider the following infrastructure and maintenance issues identified in the Park Condition Assessment:
 - Complex is not maintained for winter drop-in play or use. Leaves, mowing, and weeds needed to be addressed. Weed control needed at fence lines, under bleachers, etc. Moss is noted on back fields and on several dugout roofs. Site did not appear to be fully winterized, with hoses and maintenance equipment not stored in maintenance sheds.
 - A number of bleachers, dugouts, and stands are in poor to hazardous condition, with evidence of wood rot on structures.
 - Drainage issues are evident between field pinwheel and in back fields (#9-12). Pooled water, drainage ruts, and erosion noted.
 - Nets between pinwheel fields should be checked for safety.
 - Pathways need regrading and surfacing at a minimum.
 - Structures should be more fully evaluated indoors/outdoors for safety. The concessions building is missing downspout.
 - The permanent restrooms are aging and insufficient for size of complex. Gender neutral family-style restrooms should be added to accommodate people with disabilities or children that need accompaniment.
 - Some water fountains are in need of repair. Plumbing and irrigation may need additional evaluation.
 - The site requires ADA upgrades throughout. Slope at restroom/concessions needs assessment and improvements.
 - Parking configuration/size makes parking haphazard for visitors. Improved accessible parking is needed.

- Front fields appear in relatively good condition. Back fields (#9-12) in poorer condition, requiring extra maintenance for playability.
- Electrical box open; uncovered wires on ground pose hazard.
- Maintenance yard and equipment should be moved/screened (not located in central gathering space, nor with equipment and debris in scattered locations across park).
- English ivy overgrowing back retaining wall.
- Update agreements with the Keizer Church of Christ for use of their lot when available for overflow parking.
- Evaluate and improve access paths throughout the sports park, ensuring accessibility.
- Provide shaded seating areas to minimize damage to tree roots and vegetation.
- Explore options to provide a path connecting to Mike Whittam Park to support bike and pedestrian connections to the regional Salem Parkway Bike Path, which is not accessible from Keizer Little League Park. Coordination with ODOT will be needed.
- Evaluate and potentially expand field lighting.
- In the long-term, consider the following:
 - Re-purpose one of the back fields (losing one field) as the site's maintenance facility, moving storage, equipment, mulch piles, etc. to a consolidated area—ideally accessible by the gravel road along the north edge. This will improve site safety and use.
 - Reconfigure the central area vacated by the maintenance building to include a centralized social space, play space, and improved options for revenue-generation. Consider an improved centralized plaza with enhanced concessions, sports-themed play equipment, shaded pavilion with movable tables (available for reservation and to support tournaments), improved restrooms, and local art/signage on the history of the area.
 - Evaluate options to improve park access from the north and west sides of the site to better serve local neighbors.

APPENDIX C: SITE RECOMMENDATIONS



APPENDIX C: SITE RECOMMENDATIONS



APPENDIX C: SITE RECOMMENDATIONS



KEIZER RAPIDS PARK		
Park Classification	Size (acres)	Development Status
Regional Park	148	Partially developed; mix of natural and undeveloped areas



EXISTING SITE CHARACTER

This expansive regional park, located partially in the City, spans closed forests, natural and manicured open spaces, bordered by the meandering Willamette River to south and a mix of residential properties to the north and east. The park offers a diverse range of activities and in its more developed section features the extremely popular accessible Big Toy playground, sprawling fenced dog park areas, sand volleyball courts, a covered group picnic shelter, boat ramp access, disc golf course, BMX bowl, and an outdoor amphitheater set in an impressive, wooded backdrop. Comprised of both City and State-owned property, the City of Keizer is responsible for the maintenance of the park site. The forested area adjacent to the boat ramp has a conservation easement.

PARK HISTORY

Like the City of Keizer, the Keizer Rapids (also called historically “Keizur’s Rapids”) derives its name from the Keizur family that homesteaded this area. The name Keizer Rapids preceded the City of Keizer by over a century and is a longstanding recognized feature on many maps. As the City’s

newest and largest park, Keizer Rapids Park includes 84 acres of State-owned property formerly referred to as Beardsley Bar, with the remaining acreage originally owned by Ella Buchholz, Stephen and Rhonda Buchanan, and Winifred Charge. The Oregon Department of Fish and Wildlife (ODFW) Sport Fish Restoration and Boating Trust Fund played an important role in the property acquisition and development of the park.

In 2003 the RIVERR (Regional Intergovernmental Visions Enhancing River Resources) Task Force was formed to facilitate the creation of the park. Marion County, City of Salem, Oregon State Park & Recreation Department, National Park Service, Marine Board and the Trust for Public Land all participated in the property acquisition and development of the park. Donations from area businesses, non-profit organizations and caring individuals were instrumental in developing several amenities and facilities, including the dog park, amphitheater and the Big Toy.

SUMMARY OF ADA BARRIERS IDENTIFIED

- None

FUTURE VISION

This site will continue to be developed and managed for active and specialized park uses, along with connections to nature and the river. Site needs have changed since the original site master plan was completed. A new site concept is presented in this plan (Chapter 4) to guide site projects. To improve park access for pedestrian and bicyclists, the City should explore options to connect this site via trails to downtown and the regional trail system.

RECOMMENDATIONS

- In the northeast, develop two multi-use sports fields suitable for soccer, rugby and football. Consider artificial turf surfacing on at least one field (preferably adjacent to the parking area). Add a new parking lot along the entry road to accommodate approximately 200-250 cars.
- In the central east, install a medium reservable picnic shelter at The Big Toy with accessible pathway connections. Provide a second smaller shelter with shaded seating and/or tables. Add a designated futsal court and/or basketball court with fencing to ensure balls do not interfere with other uses. Expand the restroom located here. Partner to provide an adventure course and third multi-use rectangular sports field, with an additional parking lot between the Big Toy and the roadway.
- In front of the amphitheater, create a plaza with hookups to provide a social gathering space for events. Add a pickleball complex (4-8 courts oriented north/south), potentially with expanded parking
- Along the entire eastern edge, add vegetation, trees and/or a berm to separate and buffer park uses and noise from adjacent housing. Expand the tree arboretum that currently exists on the southeastern edge.
- In the southeast, improve this space as a graded open lawn suitable for play and community events. Install a large picnic shelter or pavilion near the river to support community events and large gatherings, along with smaller covered tables along the river. Provide nature play

and interpretive elements along the loop path. Maintain an open grass area along the roadway for use as overflow parking during events. To enhance connections along the river, expand the trail/road to the boat-in camp site. Add/improve two to four (2-4) fishing access points, accessible by pathways, with signage noting designated fishing areas. Expand parking and remove an existing informal footpath along the east side of the boat ramp. Mark/sign the pedestrian and bicycle trail crossing at the top of the boat ramp for safety and maintain the rip rap protection. If feasible, provide an ADA-accessible pathway to the water/fishing access point near the boat-in camp site. In the long-term, explore opportunities to provide a larger permanent restroom to serve this section of the park. In the short-term, portable restrooms can be brought in for events.

- On the west side, continue partnering with local BMX and mountain bike groups to enhance the bike skills area. Maintain and better sign the existing disc golf course.
- Throughout, add mileage markers along the loop trail. Improve wayfinding signage to indicate location and distances to various amenities. Provide access paths to new facilities. Pave the multi-use trail from north of the boat-in camp to Chemawa Road for ADA accessibility and maintenance access.
- Continue coordinating with partners in the development and operations of this site consistent with Master Plan goals. Use RFPs and partner agreements to identify partners and formalize roles, responsibilities, and operating agreements.



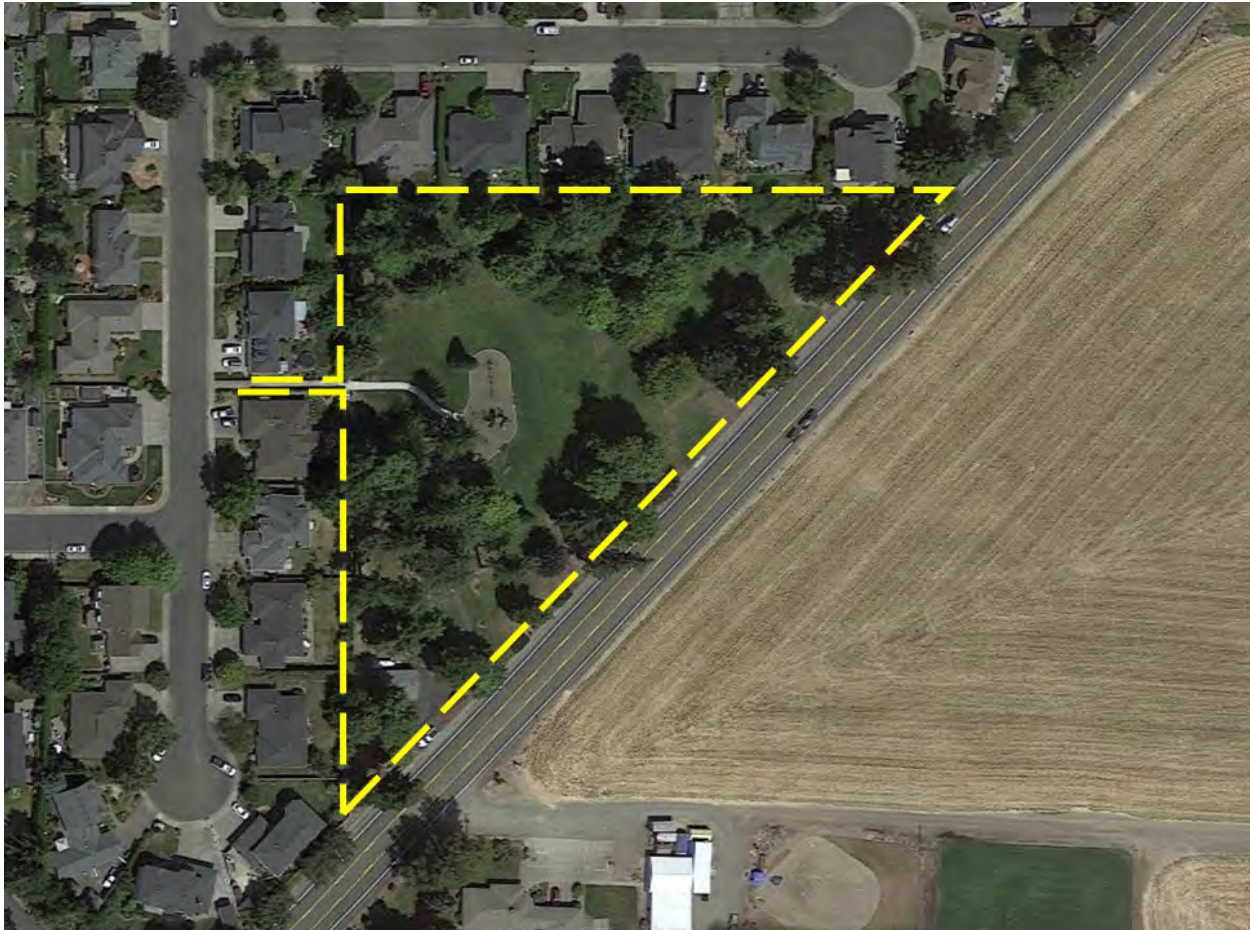
APPENDIX C: SITE RECOMMENDATIONS



APPENDIX C: SITE RECOMMENDATIONS



MEADOWS PARK		
Park Classification	Size (acres)	Development Status
Neighborhood Park	3.0	Developed



EXISTING SITE CHARACTER

This neighborhood park features a recently updated playground with accessible surfacing, a variety of mature shade trees and open lawn spaces. The park is fully surrounded by fencing with chain link running the length of the parks eastern border along River Road. Access to the park is limited to street parking with two pedestrian access points from River Road or through the subdivision on Park Terrace Drive NE. Functionally this park serves the recreation needs of the northern section of Keizer where Bair Park and Clear Lake Park are limited in recreation opportunities.

PARK HISTORY

In May 1990, 3.25 acres was donated to City of Keizer by Reimann and Associates for a park and pump station as required by a land use decision.

SUMMARY OF ADA BARRIERS IDENTIFIED

- N/A; major upgrades have been made including the construction of a new accessible playground and pathways following the Facility Barriers Analysis.

FUTURE VISION

The beautifully maintained landscape character of the park should be preserved while expanding recreation opportunities and activating the northeastern section of the park. Accessibility of pathways, amenities, and recreation options should be prioritized.

RECOMMENDATIONS

- Install a multi-use sports court in the open lawn area near the playground to support active recreation and fitness for neighborhood use.
- Provide a looping accessible pathway around the park perimeter.
- Install accessible concrete pads for picnic tables with connections to the main paved pathway.



MIKE WHITTAM PARK		
Park Classification	Size (acres)	Development Status
Special Use Park	3.9	Partially developed; natural area



EXISTING SITE CHARACTER

This undeveloped park shares its northern border with Keizer Little League Park. Located off of Ridge Drive NE the park sits at the junction of the Salem Parkway Bike Path and the existing bike lanes on Keizer Rd NE which provide a fairly direct connection to Claggett Creek Park and Chalmers Jones-Carlson Skate Park. A community garden occupies the southern section of the park while the remaining space is dominated by a mature oak grove and open lawn.

PARK HISTORY

Charles McMichael (Mike) Whittam spent his early years in California and Arizona. He moved to Oregon in the 60s where he began to work for the State Parks Commission. On January 15, 1990, Parcel “B” of the Keizer Little League Park was designated as ‘Mike Whittam Park’ in recognition of

the many ways he served the Keizer community including serving as Chair of the Parks Advisory Board for several years. He is buried at Claggett Cemetery, Keizer, Marion County, Oregon.

SUMMARY OF ADA BARRIERS IDENTIFIED

- None

FUTURE VISION

Continue to support the community garden at this site. Preserve the mature trees and open, natural character of back portion of this parcel. If development is desired in the future, situate amenities and features to minimize the impact to the root zones of existing trees. Improve the parking area on the upper portion in conjunction with Keizer Little League Park improvements.

RECOMMENDATIONS

- Continue utilizing the open southern end of the park as a community garden.
- Preserve existing mature oak trees.
- Continue managing invasive plant species.
- Provide a multi-use trail linking this site to Keizer Little League Fields and to the regional Salem Parkway Bike Path.



NORTHRIDGE PARK		
Park Classification	Size (acres)	Development Status
Natural Area	9.5	Undeveloped natural area



EXISTING SITE CHARACTER

The park is an undeveloped natural area along the eastern banks of Claggett Creek, which forms the park’s western boundary. The park is bisected and surrounded by single family residential lots except for the northern portion of the property, which is flanked by retail and medium density residential. Access to the park is currently limited to a private parking lot of a multi-family housing complex along the northern property line. Two deeded access ways exist but are not currently accessible.

PARK HISTORY

In August 1964, 4.42 acres were acquired by Marion County from L.D. Reimann as required by subdivision ordinance. In October 1968 additional acreage is added by L.D. Reimann. The City of Keizer acquired the property from Marion County in 1983 via a Bargain and Sale Deed.

SUMMARY OF ADA BARRIERS IDENTIFIED

- N/A; undeveloped park

FUTURE VISION

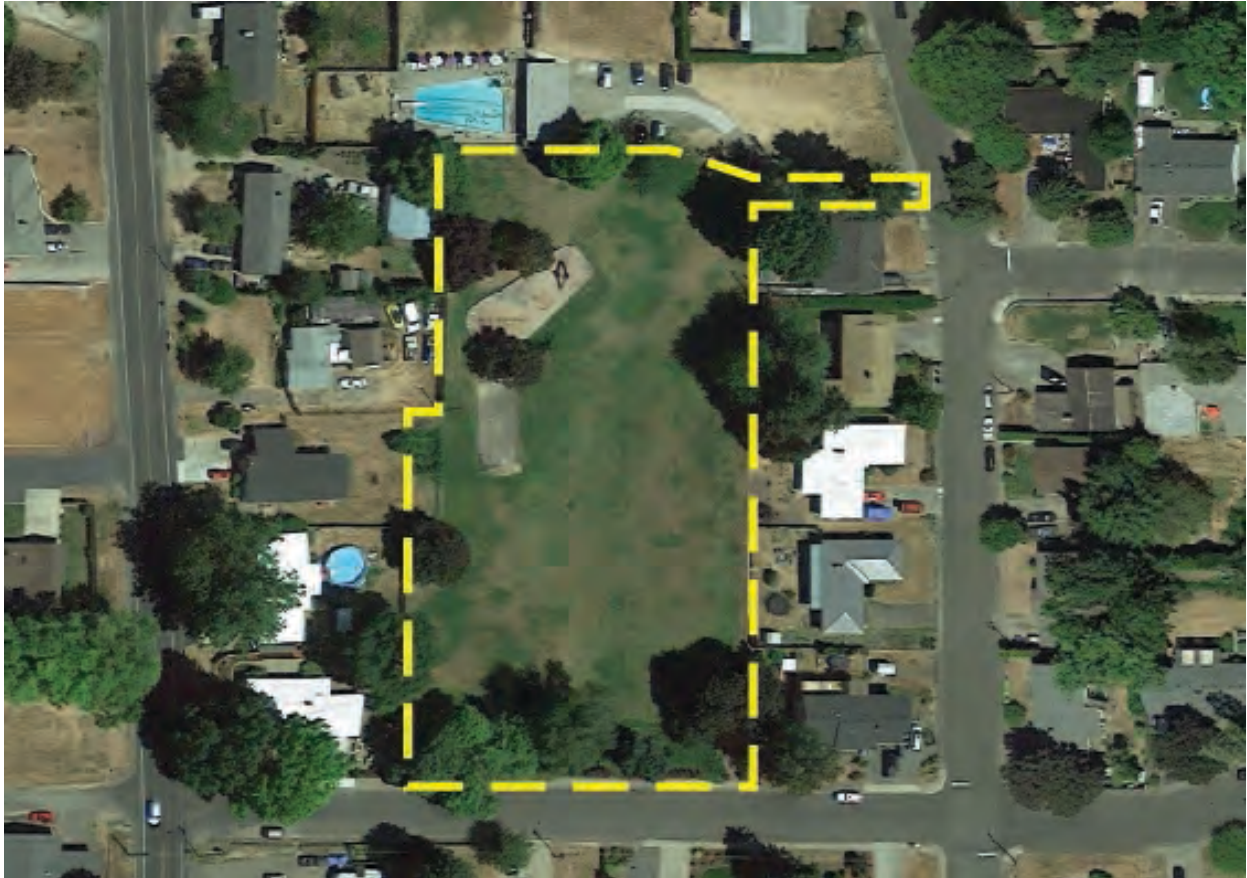
This park should continue to serve as a functional natural floodway with native vegetation and preserved open space to support wildlife habitat. Any future park improvements should be restricted to a minimal footprint and be compatible with seasonal flooding. The primary function of this park should serve to support passive recreation such as walking, bird watching, environmental education and other trail exercise while improving off street trail connectivity within the Keizer park system. Development is anticipated to occur as part of connecting a Claggett Creek Trail, which may occur well beyond the 10-year timeframe of this plan.

RECOMMENDATIONS

- Provide a meandering trail compatible with seasonal flooding, providing access from the deeded access ways.
- Secure legal park access through the commercial complex west of the apartments. Explore access points neighborhoods from the south side of the creek.
- Install interpretive signage or other passive recreation amenities that are compatible with preserving the park as a natural floodway.
- Consider an opportunity to purchase one of the private parcels that currently are dividing the park into separate sections.
- In the long term, evaluate connectivity between parks along the Claggett Creek corridor, potentially connecting this site to Claggett Creek Park and the Salem Parkway Bike Path in the future.



NORTHVIEW TERRACE PARK		
Development Status	Development Status	Development Status
Neighborhood Park	2.1	Developed



EXISTING SITE CHARACTER

Located north of Weissner Drive between Verda Lane and 18th Avenue, pedestrian access is available along the southern boundary and the northeast corner. The northeast entry is shared by a community swimming pool, which defines its northern boundary. The rest of the park is surrounded by single family housing and its west and east boundaries are defined by the back ends of the housing property lines. The southern boundary is Weissner Drive. The park provides play equipment, a basketball court, picnic tables and open areas.

PARK HISTORY

In October 1958, 1.22 acres were transferred to Marion County from Jim and Anita Weissner as required by subdivision ordinance. Another 0.68 acres are transferred between the same parties in September 1959, and 0.175 acres were transferred in October 1960. In June 1983, a Bargain and Sale Deed conveyed the park from Marion County to the City of Keizer.

SUMMARY OF ADA BARRIERS IDENTIFIED

- Picnic tables
- Approach/path of travel

FUTURE VISION

Northview Terrace Park should continue to serve neighborhood recreation needs with minor enhancements.

RECOMMENDATIONS

- Coordinate an access agreement with the community swimming pool to create a dedicated accessible route with no pedestrian barriers at the northeast corner of the park on 18th Ave NE.
- Coordinate with the Northview Swim Club to move the park sign to make it more easily visible from the front access point, which is pool property.
- When picnic tables are replaced, provide accessible concrete pads.
- Add fire resistant surfacing around the existing BBQ grill.



PALMA CIEA PARK		
Park Classification	Size (acres)	Development Status
Natural Area	1.8	Undeveloped



EXISTING SITE CHARACTER

This undeveloped park is located along the Willamette River in the West Keizer Neighborhood. The park is surrounded by single family residences, and access to the park is limited to its eastern boundary from Cummings Lane North. The site has a large electric power pole near the eastern entrance and a flood control dike referred to as the concrete river wall along its full riverside length. Portions of the site are currently used by the neighboring residents for gardening plots.

PARK HISTORY

In May 1958, 0.80 acres were transferred by Edwin J. Becke as required by the subdivision ordinance. At that time, the area was within the Willamette River Greenway overseen by the Oregon State Parks Department. The land was transferred to the City at a later date for continued use in flood control.

SUMMARY OF ADA BARRIERS IDENTIFIED

- N/A, undeveloped park

FUTURE VISION

Palma Ciega park has limited value as recreation space. It is not easily accessible by vehicles; it is not currently developed for safe water access. However, the site is important to nearby neighbors and located in an area that is underserved by parks. If developed for water access or with traditional neighborhood features, it may create traffic and user conflicts for nearby neighbors. The site should continue supporting flood control under Public Works. It also may be suitable for minor enhancements, balancing costs and the return on the investment. Given the use by adjacent residents for gardening, there may be an opportunity to coordinate with these neighbors or the neighborhood association for their support in site improvements or maintenance in return. If pedestrian, bike and vehicle access (parking) can be improved, the City may desire to enhance this site in the long term for fishing and river access.

RECOMMENDATIONS

- In the short term, provide hazard maintenance at this undeveloped site. Explore options to involve the West Keizer Neighborhood Association, nearby neighbors, and other volunteers in site improvements.
- Assess the value of this property and its recreation benefits in conjunction with the costs of site improvements and maintenance. Consider the following:
 - Clear vegetation for river viewing
 - Add a viewing platform and seating
 - Consider amenities such as a dog waste station and trash receptacle
- As this site is developed for park use, remove unsanctioned park uses. If community gardening is approved, create an agreement with nearby neighbors for these reserved uses. Long term, consider an expansion of garden plots for reserved use by others in the neighborhood.
- Long term, explore options to improve river access, parking, and pedestrian/bike access, considering slope erosion, natural resource protection, and ADA accessibility. If feasible, provide a soft-surfaced path to the river for water and fishing access.

PFC RYAN J. HILL MEMORIAL PARK		
Park Classification	Size (acres)	Development Status
Special Use Park	1.3	Developed



EXISTING SITE CHARACTER

This unique park is composed of a combination of flexible plaza space with seating and interpretive signage as well as a wooden bridge spanning a large, vegetated drainage area. Located within the Keizer Station shopping center and adjacent to I-5, the park provides a connection between Keizer’s existing bicycle network and the regional Salem Parkway Bike Path. It offers respite and important green space within the busy Keizer Station.

PARK HISTORY

Dedicated on November 8, 2013, PFC Ryan J. Hill Memorial Park is named for Keizer native PFC Ryan Hill, who died in action in Iraq on Jan. 20, 2007. He had joined the Army in 2005 and was deployed in 2006. PFC Hill was only 20 years old when he was killed by an improvised explosive device detonating near his vehicle while in Baghdad. The Oregon Veterans Affairs Office verified that as of November 8, 2013, PFC Ryan J. Hill was the only Keizer resident killed in action since the City was incorporated in 1982.

SUMMARY OF ADA BARRIERS IDENTIFIED

- None

FUTURE VISION

As a newer park this site's current character should be maintained with minor repairs or enhancements as needed.

RECOMMENDATIONS

- To avoid major costs and tree removal required for a full water feature replacement, decommission the existing non-functional water feature and consider converting it into a dry creek or rock garden feature.
- Add bike amenities such as a bottle fill station, bike fix-it station, and bike parking.



SUNSET PARK		
Park Classification	Size (acres)	Development Status
Special Use Park	1.5	Mostly natural



EXISTING SITE CHARACTER

The riverfront park is surrounded by single family residential housing on three sides. Access is limited to pedestrians and cyclist through a gate along its eastern boundary at the junction of Rivercrest Drive North and Sunset Avenue North. The park provides seasonal picnic tables, benches, and a rock beach for river access. Bank fishing access continues even in winter months when the river is high enough to cover the rocky beach.

PARK HISTORY

Sunset Park was platted in 1938 for the exclusive use of owners of Rivercrest Acres. It is the oldest park in Keizer, consisting of 1.58 acres donated by John and Anna Kaeser in 1957 as required by subdivision ordinance. At this time, it became known as Sunset Park. It is within the Willamette River Greenway overseen by Oregon State Parks Department.

SUMMARY OF ADA BARRIERS IDENTIFIED

- Approach and paths of travel

FUTURE VISION

This small park serves an important function of providing local river access which is both highly desired by residents and limited in its availability. Minor enhancements should be made as needed to prioritize access and maintain the park’s current passive open space character.

RECOMMENDATIONS

- Allow non-motorized boat launches as part of the Willamette River trail. Consider shoreline restoration to minimize ongoing erosion.
- Resurface the main pathway with bark mulch or gravel as needed.
- Site benches and picnic tables on level surfaces or cement pads.





WALLACE HOUSE PARK		
Park Classification	Size (acres)	Development Status
Neighborhood Park	11.7	Partially developed and natural



EXISTING SITE CHARACTER

The riverfront park provides essential recreation features (playground, looped path, picnic tables, outdoor fitness equipment) for nearby neighbors and seasonal river access for the community. The lower portion of the park is under the tree canopy. The upper developed portion has an open turf clearing for play, but it could be enhanced to support active recreation. The site also includes a bike rack, informational kiosk, and portable toilet.

PARK HISTORY

Wallace House Park was originally called River’s Edge Park and was purchased by the City of Salem from the Weeks, Cline and Gottenberg families in 1968. Portions of the site served as a nursery. The location is the speculated location of the Wallace House, also known as Fort Wallace, which was built in 1812 as a trading post for John Jacob Astor’s American Fur Company. It was the first semi-permanent structure built by Euro-Americans in Oregon’s Willamette Valley. A map drawn

by explorer Nathaniel Wyeth in 1832 placed the 'old Wallis house' on the east bank of the Willamette River in present-day southwest Keizer.

SUMMARY OF ADA BARRIERS IDENTIFIED

- Picnic areas (larger accessible surfacing and ADA accessible tables)

FUTURE VISION

The park is well-balanced in its range of recreation opportunities and landscape character. While intended as a neighborhood park, the naturalized riverfront, social gathering space, recreation features, and off-street parking suggest an opportunity to enhance this site for greater community use.

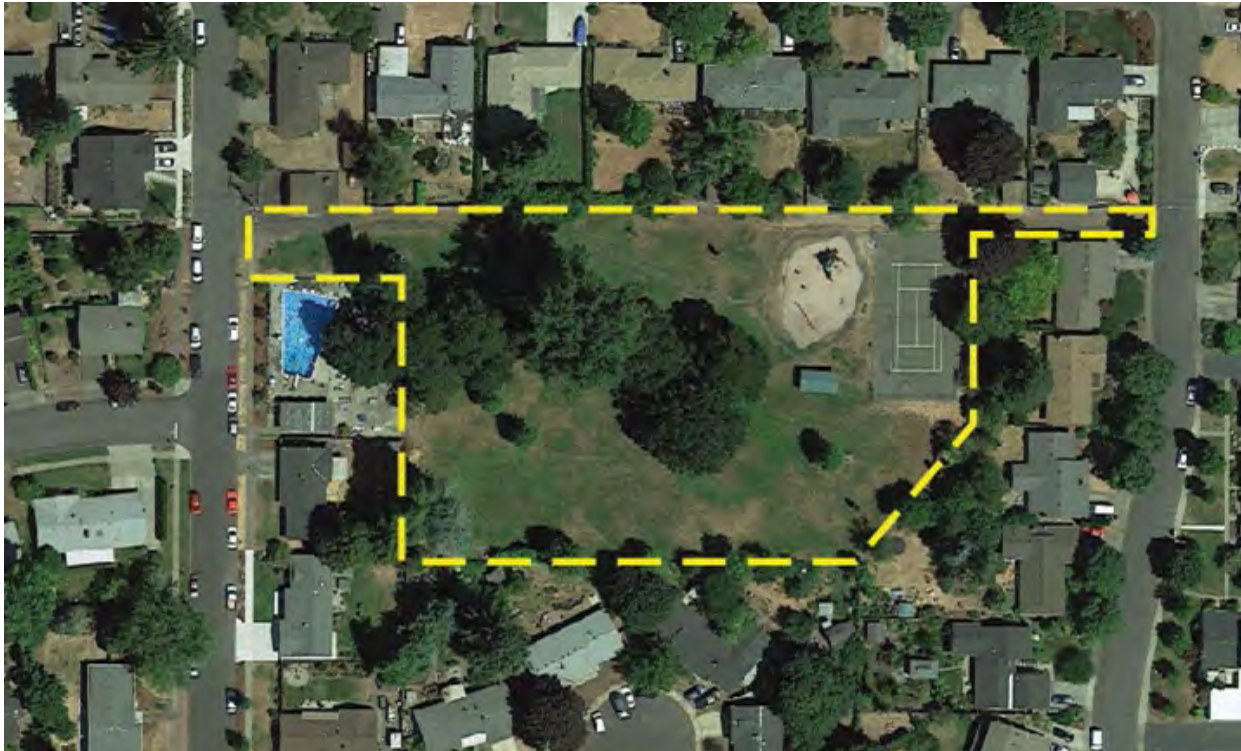
RECOMMENDATIONS

- Given the private property splitting the two sides of the park, add a park identification sign and wayfinding map at the parking area to clarify park boundaries for visitors.
- Improve the trail to the lower portion of the park. Reduce the slope from the north side and extend the stairs that provide access from the south.
- Continue to maintain the lower portion of the park for river access.
- Add interpretive or environmental education signage.
- Expand active recreation options with the addition of a low-noise sports court such as badminton or volleyball.
- Add a picnic shelter with barbecue grills.
- Expand parking into the undeveloped area in the northern portion of the park.
- In the long term (after the shelter is added), consider needs to replace the seasonal portable restroom with a permanent single-stall, gender neutral restroom.

APPENDIX C: SITE RECOMMENDATIONS



WILLAMETTE MANOR PARK		
Park Classification	Size (acres)	Development Status
Community Park	2.4	Developed



EXISTING SITE CHARACTER

Willamette Manor Park is located between 3rd and 5th Avenues just south of Dennis Lane. The western boundary, which serves as the main entrance to the park along 5th Avenue, is shared with a pump station and the Holiday Swim Club. Pedestrian access is available along the eastern boundary of the park by means of a paved trail. The rest of the park is surrounded by single family housing to the north and south.

This neighborhood-serving park provides a play area, picnic tables, small picnic shelter, and renovated multi-use sports court for nearby residents. It has two access points for pedestrian/bicyclists, with houses backing onto the park on three sides. The site is bowl-shaped with a mix of trees and open turf.

PARK HISTORY

Willamette Manor was dedicated by developer, Ron Jones, as required by the subdivision ordinance. It was surveyed in 1971.

SUMMARY OF ADA BARRIERS IDENTIFIED

- Paths of travel

- Playground

FUTURE VISION

The park's current character and range of recreation options should be maintained with enhancements as needed when features reach the end of their life span.

RECOMMENDATIONS

- Add a challenge feature such as a climbing wall or zipline for use by older youth.
- Replenish the existing play area bark chips as needed.
- Add erosion control measures to stabilize the bank along the east access path.
- Designate an unfenced off-leash dog area in the southeast corner.



TRAIL RECOMMENDATIONS

In addition to enhancing existing parks, this Master Plan recommends the addition of three trail corridors as described in Chapter 4. When developed, these trails would connect to existing parks in the system:

- Labish Ditch Trail
- Claggett Creek Trail
- McNary High School to Keizer Rapids Park Trail

Each of these are envisioned as a hard-surfaced Class I off-street bikeway and walkway designed with a minimum 8-foot (ideally 10 feet) width to accommodate multiple uses. However, the character of the corridor—along an irrigation ditch, in a creek corridor and wetlands, and in a street right of way—will influence trail costs, width, route, slope, and surfacing. Additional trail planning is needed to determine actual alignments.

Trail development should include wayfinding, signage, and mileage markers, as well as comfort amenities such as benches along trails. Interpretive signage and simple play features may also be provided. Convenience features such as restrooms and drinking fountains should only be considered in larger parks that connect to trails, as part of a trailhead with parking. These amenities should not be included in trail corridors.





APPENDIX D

Capital Project List

Appendix D: Capital Projects List

As a supplement to Chapter 4, and building from the recommendations in Appendix C, Appendix D provides a detailed model of costs for projects in the Keizer park and recreation system. The purpose of the appendix is to provide a reasonable look at costs for each site and type of improvement as well as maintenance resources required.

There are three main sections to this Appendix:

Table D-1: Keizer Parks Capital Projects List (2021-2030)

This table includes a listing of all park sites, the capital projects recommended for each, calculations of a planning level¹ capital cost and an estimate of the maintenance resources that should be allocated to each project. In this table, projects are indicated as either “Add” (a new facility at an existing site) or “Replace or Enhance” (assumed to have a slightly lower cost when the facility already existed). For projects in the Add and Replace or Enhance sections, the number of facilities is added to multiply by a cost per facility in Table D-3. For unique projects a planning level cost for the projects described for the site is added directly.

This table also assigns maintenance level(s) to each site based on the percentage of the site that would require standard, enhanced or natural area maintenance. This percentage of the site acreage is multiplied by the maintenance assumption in Table D-3.

Tables D-2 Summary of Projects by Type

This table provides a different look at the totals for Table D-1, summarizing the number of facilities added and the number replaced/enhanced. After a subtotal of this number of facilities, the table concludes with a count of the number of park or trail sites that have each project type and a total planning level cost for that type.

Table D-3: Cost Assumptions

This table presents the cost assumptions used in creating the other tables in this appendix. Each cost is based on project experience or data collected from granting agencies about the cost of similar projects. Here the assumption of the cost reduction for Replace or Enhance projects is calculated at 80% of the cost of a new facility.

¹ For the purposes of this document a planning level cost is a current (2021) cost for the entire project that can be used for capital budgeting until more specific costs are developed in specific project planning.

Table D-1: Keizer Parks Capital Project List (2021-2030)

Revised 11/19/2021																																			
Site	Acres	Capital Projects	Build			Add (to an Existing Site)							Replace or Enhance (Existing Facility)							Other or Unique Projects					Maintenance			Timeline							
			Acquisition	Site Design/ Master Planning	Development	Play Equipment	Sports Field	Sports Court	Picnic Shelter	Trails	Pathways (soft surface)	Restroom	General Park Amenities	Play	Sports Fields	Sports Courts	Picnic Shelter	Trails	Pathways (soft surface)	Restroom	General Park Amenities	ADA/Accessibility Improvements	Natural Space Improvements	Specialized Improvements	Specialized Improvements Cost	TOTAL CAPITAL PROJECT COSTS	Standard Maintenance	Enhanced Maintenance	Natural Area Stabilization	TOTAL MAINTENANCE COST	Short (1-5 yr)	Med (6-10 yr)	Long (11+ yr)		
			✓	✓	✓	#	#	#	#	# miles	# miles	#	✓	#	#	#	#	# miles	# miles	#	✓	\$ Amount	\$ Amount	Describe	\$ Amount	\$ Amount	% of Site	% of Site	% of Site						
Regional Park																																			
Keizer Rapids Park	148.0	Add sports fields (3), with partner(s) Provide additional parking for 200-250 cars Improve parking to include bus turnaround (potential transit stop) Add picnic shelters (3) Add nature play area Add futsal/basketball sport court Add pickleball complex (6 courts) Expand restroom in NE Add adventure course (with partner) Add fishing access points (2-4) Add amenities including covered picnic tables, mileage markers, wayfinding signage, disc golf signage Expand bike skills area Make access path improvements Provide paved, accessible multi-use path to boat-in camp site [Long term] Add large restroom in SE				1	3	4	3	0.50			✓											\$100,000		Adventure course, bike skills area expansion, parking expansion, transit stop, fishing access points	\$1,700,000	\$5,970,000		50%	50%	\$697,000	X	X	X
Subtotal	148.0																																		
Community Parks																																			
Claggett Creek Park	16.4	Add looping multi-use pathway north to south Add amenities including picnic tables and benches Expand parking (6-10 new spaces) Natural area improvement: open views to creek								0.01												✓	\$50,000	\$20,000	Expand parking	\$200,000	\$312,000		67%	33%	\$98,000	X	X	X	
Subtotal	16.4																																		
Neighborhood Park																																			
Ben Miller Family Park	2.4	Replace play equipment Add amenities including fencing or landscape barrier Add accessible pathways Natural area improvement: open views to creek [Long term] Add trail connection across creek [Long term] Add outdoor classroom								0.10			✓	1										\$50,000			\$390,000	75%		25%	\$10,000	X	X		
Bob Newton Family Park	5.9	Add walking/jogging loop trail Enhance existing bridge Enhance picnic shelter Replace sports courts								0.50				1		4	1						\$100,000		Enhance existing bridge	\$500,000	\$2,100,000	100%			\$34,000	X	X		
Country Glen Park	5.9	Add off-leash dog area (unfenced) Natural area improvement: open views to creek Add park amenities including benches, lighting, interpretive signage Replace play equipment (at end of life) with nature play elements Add connection to Labish Ditch Trail (included in trail project below)												1							✓	\$50,000	\$20,000	Unfenced dog park	\$25,000	\$327,000	100%			\$34,000	X	X			
Meadows Park	3.0	Add sports court Add looping accessible pathway around park Access improvements including picnic table pads, parking						1		0.01													\$50,000			\$260,000	100%			\$17,000	X	X			
Northview Terrace Park	2.1	Add park amenities including signage, fire resistant surfacing at BBQ Access improvements including accessible route from 18th Avenue NE, picnic table pads																			✓	\$50,000				\$82,000	100%			\$12,000					
Wallace House Park	11.2	Access path improvements Add park amenities including interpretive signage, site ID and wayfinding signs Add sports court Add picnic shelter Expand parking [Long term] add restroom						1	1				✓										\$50,000		Expand parking	\$200,000	\$690,000		50%	50%	\$52,000	X	X		
Willamette Manor Park	2.4	Add off-leash dog area (unfenced) Add challenge feature such as climbing wall or zipline Erosion control and bank stabilization																						\$50,000	Unfenced dog park and challenge feature	\$50,000	\$100,000	100%			\$14,000				
Subtotal	32.9																																		
Special Use Park																																			
Bair Park & Reservoir	2.1	Add Soft-surface trail (end to end) Additional site amenities including benches and tables (2 each), interpretive signage for touring car, pathway lighting Added nature play elements Added dog waste station				1				0.25			✓														\$540,000	100%			\$12,000	X	X		
Chalmers-Jones Park/Carlson Skate Park	3.6	Access improvements to existing parking Add Accessible surfacing around picnic tables Replace park amenities Add small storage near skate park																				✓	\$50,000		Storage near skatepark	\$25,000	\$107,000	66%	34%	\$25,000	X	X			
Keizer Little League Park	15.4	Updated site ID signage Allowance for site renovation (City portion) Access path improvements Trail connections and safe connection to the Salem-Keizer Parkway Bike Path Lighting for an additional field [Long term] maintenance facility relocation, create a centralized gathering place [Long term] Central park renovation (plaza, play equipment, concessions, pavilion, restrooms, art)																					\$100,000		Major site renovation (allowance) Sports field lighting Lighted crosswalk, parking enhancement	\$2,000,000	\$2,100,000		100%		\$133,000	X	X		
Mike Whittam Park	6.1	Natural area improvement: managing invasive plants, preserving oak trees [Long term] Overcome steep slope to make connection to Salem Parkway Bike Path																						\$20,000			\$20,000	20%		80%	\$11,000	X	X		
PFC Ryan J. Hill Memorial Park	1.3	Add park amenities including water bottle fill station, bike fix-it station and bike parking Replace water feature with dry decorative feature											✓													Decommission of existing water feature, dry-creek/rock garden conversion	\$25,000	\$97,000	100%			\$7,000	X	X	
Sunset Park	1.5	Replace park amenities including benches																				✓	\$50,000				\$82,000	70%		30%	\$6,000	X	X	X	
Subtotal	30.0																																		

Table D-2: Summary of Projects by Type

Draft 10/27/2021

	Acquisition	Site Design or Master Planning	Development	Play Equipment	Sports Field	Sports Court	Picnic Shelter	Miles of Trails	Miles of Pathways (soft surface)	Restroom	General Park Amenities	ADA/Accessibility Improvements	Natural Space Improvements	Specialized Improvements
Count of New Facilities	0	2	1	2	3	6	4	3.62	0.30	0	9	N/A	N/A	N/A
Count of Replaced or Enhanced Existing Facilities	N/A	N/A	N/A	3	0	4	1	0.00	0.00	1	6	N/A	N/A	N/A
Subtotal Number of Facilities	0	2	1	5	3	10	5	3.62	0.30	1	15	N/A	N/A	N/A
Number of Sites with this Project Type	0	2	1	5	1	4	3	10	2	1	15	13	5	10
Total Planning Level Cost By Project Type	\$0	\$200,000	\$242,424	\$1,100,000	\$1,500,000	\$1,840,000	\$960,000	\$3,620,000	\$30,000	\$480,000	\$552,000	\$770,000	\$130,000	\$4,775,000

	Planning Level Cost	
Total New Facility Costs	\$13,357,000	includes natural space improvements and specialized improvements
Total Replaced or Enhanced Facility Cost	\$2,842,000	includes ADA/Accessibility improvements
Total System-Wide Costs	\$16,199,000	

Table D-3 Planning Level Cost Assumptions

All costs below are intended to be fully loaded. It is likely that by the time projects are ready for implementation these costs will have increased. Site specific planning and design will help refine the numbers.

Build	Unit	Cost		
Trail Acquisition	Per Acre	\$250,000		Currently only applied to trails and may end up needed for environmental work, crossings or other improvements
Trail Design or Master Planning	Per Acre	\$100,000		
Trail Site Development	Per Acre	\$500,000		
Features	Unit	Cost (New)	Enhance/Replace	Description/Notes
Percent of cost applied		100%	80%	
Play Area	Each	\$ 250,000	\$ 200,000	Mid-level, neighborhood scale play area or basic nature play features
Sports Field	Each	\$ 500,000	\$ 400,000	Natural turf field with drainage, basic field features.
Artificial Turf and Lighting	Each	\$ 2,500,000	\$ 2,000,000	In addition to sports field
Sports Court	Pair	\$ 200,000	\$ 160,000	Pair of tennis or basketball courts striped for multiple activities. One pair of courts can accommodate 4 pickleball courts.
Picnic Shelter	Each	\$ 200,000	\$ 160,000	
Trails	Per mile	\$ 1,000,000	\$ 800,000	10-16' paved path with gravel shoulders. Improvements required may include curb and gutter, curb ramps, drainage infrastructure adjustments and installations and minimal power pole relocation. Does not include environmental review and permitting if necessary. 16' corridor is assumed for miles to acres calculation
Pathways (soft surface)	Per mile	\$ 100,000	\$ 80,000	
Restroom	Each	\$ 600,000	\$ 480,000	Single occupant, durable structured restroom, assumes utilities in place.
General Park Amenities	Allowance	\$ 40,000	\$ 32,000	
ADA Improvements	Amount			Unique cost assigned for accessibility improvements
Specialized Recreation	Amount			Unique cost assigned for limited or one-off facilities
Maintenance				
Standard Maintenance	Per Acre	\$ 5,750		Based on existing level of maintenance escalated 5% per year for 10 years
Enhanced Maintenance	Per Acre	\$ 8,625		Higher level of maintenance for sites with intensive needs/use (50% more than basic maintenance)
Natural Area Stabilization	Per Acre	\$ 800		Based on a stabilizing level of maintenance, MIG research. Escalated 5% per year for 10 years
Other Cost Data				
Parking	10 spaces	\$ 200,000	\$ 160,000	10 spaces, including 2 accessible spaces

CITY COUNCIL MEETING: February 7, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RESOLUTION EXEMPTING BRAND NAME
SPECIFICATIONS PURCHASE OF GOODS FROM
COMPETITIVE BIDDING**

This matter is before the Council tonight for public hearing pursuant to Ordinance No. 2005-519. Staff is recommending that Shaw Contract Think Tile Colors Achieve 86760 brand name specification carpet tile be purchased for the City of Keizer Civic Center lobby.

When the new carpet tiles in the Community Center was installed, it was determined that the Shaw Contract Think Tile Colors Achieve 86760 brand carpet tiles be used. At the time, it was believed that there was not enough funds to have the halls done at the same time. The halls were done in February 2020. It has been determined that the Civic Center lobby should be recarpeted and that the same carpet tiles should be purchased so that the carpeting matches the rest of the Community Center carpeting and the hall carpeting. In order to accomplish this goal, the Council as the local contract review board for the City of Keizer must adopt findings and exempt the purchase from the competitive bidding process pursuant to Ordinance No. 2005-519. I have attached a Resolution to accomplish the required action for your review. Note that this action only exempts the brand selection; the purchase/installation will still be competitively bid.

RECOMMENDATION:

Open the public hearing and take testimony. Close the public hearing and if you have no further questions, adopt the attached Resolution exempting the brand name specification product and directing the request for proposal solicitation for the purchase and installation of the product.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022-_____

4
5 EXEMPTION OF THE BRAND NAME SPECIFICATIONS
6 PURCHASE OF GOODS FROM COMPETITIVE BIDDING
7 AND PURCHASING SHAW CONTRACT THINK TILE
8 COLORS ACHIEVE 86760 BRAND NAME CARPET TILE FOR
9 CIVIC CENTER LOBBY

10
11 WHEREAS, the City currently has Shaw Contract Think Tile Colors Achieve
12 86760 carpet tiles in the City of Keizer community rooms and hallways;

13 WHEREAS, the City would like to match the carpet tiles in the Civic Center
14 lobby with matching carpet tiles;

15 WHEREAS, more than one vendor provides Shaw Contract Think Tile Colors
16 Achieve 86760 carpet tiles and staff has issued a request for bids using the exemption of
17 the Shaw Contract Think Tile Colors Achieve 86760 carpet tiles;

18 WHEREAS, as contract review board for the City of Keizer, the City Council
19 desires to exempt from competition and authorize the purchase of Shaw Contract Think
20 Tile Colors Achieve 86760 carpet tiles;

21 WHEREAS, notice of public hearing on the proposed exemption of competitive
22 public bidding requirements (brand name specification- Shaw Contract Think Tile
23 Colors Achieve 86760 carpet tiles for the City of Keizer Civic Center lobby) was
24 published as required by Ordinance No. 2005-519;

1 WHEREAS, a public hearing was held to take comments on the findings for an
2 exemption of the purchase of Shaw Contract Think Tile Colors Achieve 86760 carpet
3 tiles brand name specifications materials for the City of Keizer Civic Center lobby;

4 NOW, THEREFORE,

5 BE IT RESOLVED by the City Council of the City of Keizer that the City of
6 Keizer makes the following findings:

7 1. Exemption from competitive bidding for the purchase of Shaw Contract
8 Think Tile Colors Achieve 86760 carpet tiles for the City of Keizer Civic Center lobby
9 is requested. The City has made an investment in the carpets for the Community Center
10 and hallways and it has been determined that it is appropriate to replace the Civic Center
11 lobby carpet with matching carpet tiles. This was done for the following:

12 a. With the same brand name, the Community Center rooms, hallways and
13 Civic Center lobby will match;

14 b. The entire system will not need to be replaced;

15 c. Training staff on the type of product to clean and maintain the carpet tiles
16 will be more efficient by not adding a different type of carpet;

17 d. Warranty issues, if needed, are simpler with one manufacturer for all of the
18 carpet tile.

19 2. Using the exemption process of brand name carpet tile, staff has issued a
20 request for bids to obtain the best price.

21

1 3. Shaw Contract Think Tile Colors Achieve 86760 carpet tiles are currently
2 being used in the City of Keizer Community Center rooms and hallways. By using
3 Shaw Contract Think Tile Colors Achieve 86760 carpet tiles to replace the carpet tile in
4 the Civic Center lobby, training of City staff will be kept to a minimum and warranty
5 calls, if needed, simpler, and the need for replacement of the entire carpet system
6 unnecessary. Each of these reasons supports a performance of public benefit.

7 4. It is unlikely that the exemption from the competitive bidding process
8 for the purchase of the Shaw Contract Think Tile Colors Achieve 86760 carpet tiles
9 for the City of Keizer Civic Center lobby will encourage favoritism in the awarding
10 of the bid or substantially diminish competition for public bidding because a request
11 for bids solicitation process is being used for the brand name product and for the
12 services of installation.

13 5. The exemption of this purchase from competitive public bidding
14 requirements will result in substantial costs savings to the City of Keizer as the need
15 to replace the entire carpet system will be unnecessary.

16 6. It is necessary to begin the process as soon as possible to allow the
17 installation of the carpet tiles to be completed in a timely manner. It is estimated that
18 the installation will be accomplished during the 2021/2022 fiscal year.

19 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
20 the Council approves the findings set forth above.

21

1 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
2 the purchase of Shaw Contract Think Tile Colors Achieve 86760 carpet tiles for the
3 City of Keizer Civic Center lobby halls is exempt from competitive bidding
4 requirements based upon the findings set forth herein.

5 BE IT FURTHER RESOLVED that the City Manager of the City of Keizer is
6 authorized to sign a contract with the low responsible bidder for Shaw Contract
7 Think Tile Colors Achieve 86760 carpet tiles.

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

10 PASSED this _____ day of _____, 2022.

11
12 SIGNED this _____ day of _____, 2022.

13
14 _____
15 Mayor

16
17 _____
18 City Recorder

CITY COUNCIL MEETING: February 7, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: ORDINANCE ADOPTING COUNCIL MEMBER REMOVAL
PROCEDURE FOR INTERFERENCE WITH ADMINISTRATION**

Keizer's Charter calls for the City Manager to be in charge of the appointment or removal of any officer or employee, other than the City Attorney and Municipal Judge. It states that the Council cannot interfere with such administration and includes a prohibition on Council interference with administrative decisions regarding City property or contracts.

On September 16, 2013, Council adopted Ordinance No. 2013-682 Adopting Procedures for Reviewing Alleged Interference with Administration as Set Forth in City Charter Section 21(f). See attached Ordinance. Since the new Charter was adopted in November 2020, such Ordinance needs to be modified to match up with the new Charter. The old Charter Section 21(f) was revised and moved to Section 8.1(h). I have set forth the entire Section 8.1(h) of the Charter dealing with this issue below:

h) In council meetings, council members may discuss or suggest anything with the manager relating to City business. However, no council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any City employee, or in administrative decisions regarding City property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing.

2020 Keizer City Charter, Section 8.1(h).

Consequently, we have prepared for your review an Ordinance to set forth such procedure. It matches the language change in the new Charter. There are no substantive changes.

RECOMMENDATION:

Adopt the Ordinance.

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

ESJ/tmh

1 BILL NO. 661

A BILL

ORDINANCE NO.

2013- 682

3 FOR

4
5 AN ORDINANCE

6
7
8 ADOPTING PROCEDURES FOR REVIEWING ALLEGED
9 INTERFERENCE WITH ADMINISTRATION AS SET FORTH
10 IN CITY CHARTER SECTION 21(f)

11
12
13 WHEREAS, City of Keizer Charter Section 21(f) indicates that no Council
14 Member shall attempt to influence the City Manager in making any appointment/removal
15 of any officer or employee or in the purchase of supplies;

16 WHEREAS, such Section 21(f) also indicates that a Council Member who
17 violates the provision may be removed from office by the Council and that the Council
18 by general ordinance shall set the procedures for removing such a member of Council;

19 WHEREAS, the City Council of the City of Keizer has determined it is
20 appropriate to adopt such general ordinance as set forth below.

21 The City of Keizer ordains as follows:

22 Section 1. PURPOSE. The purpose of this Ordinance is to provide a uniform
23 process for the removal or other sanction of a City Council member for interference as
24 set forth in Section 21(f) of the Charter of the City of Keizer.

25 Section 2. SCOPE. The procedure in this Ordinance applies only to the
26 process for possible removal or other sanction of a Council Member for interference with

1 the administration as set forth in Section 21(f) of the Charter of the City of Keizer. It is
2 not a violation of Charter Section 21(f) if a Council Member is serving solely within
3 their role as a member of an interview panel in the hiring of a City employee. In
4 addition, it is not a violation of Charter Section 21(f) to inquire regarding the purchase of
5 supplies that would require Council approval.

6 Section 3. REVIEW BY COUNCIL. Consideration and discussion by the Council at
7 all stages shall be held in open meetings pursuant to Oregon Public Meetings Law. The
8 Council has the inherent right and responsibility to make and enforce its own rules,
9 Ordinances and Charter. Should any Council Member act in any manner that causes
10 interference as set forth in Charter Section 21(f), the remaining Council Members may
11 remove or otherwise sanction such Member pursuant to the following procedure:

- 12 a) Allegations. The process is initiated by a written statement signed by
13 three council members explaining the alleged misconduct of a Council
14 Member and how such alleged misconduct is a violation as set forth
15 herein. Such written statement shall be submitted to the City Manager.
16 The City Manager shall then place the matter before the Council at the
17 next regular Council meeting if the written statement is submitted to the
18 City Manager not later than seven (7) calendar days prior to such
19 meeting; otherwise the matter shall be placed on the agenda for the
20 following regular Council meeting.

1 b) Investigation. The Council shall review the matter at the scheduled
2 meeting. An affirmative vote by five (5) or more members of the
3 Council shall initiate an investigation. An affirmative vote by a Council
4 Member shall not indicate that such Member believes the truth of the
5 statement and/or the reasoning behind an alleged violation, but merely
6 that further investigation is warranted. The Council Member in
7 question may make a short written or oral statement, but there shall be
8 no testimony taken or extended discussion at this point. The Council
9 Member in question may, if they wish, participate in the vote at this
10 stage and at all stages set forth herein.

11 If the Council votes to initiate an investigation as set forth
12 above, the Council shall appoint a Special Master to investigate the
13 matter. The Special Master may be an attorney, retired judge,
14 arbitrator, or other party having experience with investigating and
15 making determinations and findings of fact. The Special Master shall
16 be free to investigate and interview any parties. No less than thirty (30)
17 days after appointment, the Special Master shall deliver a written report
18 to the Council and City Manager containing the following:

19 (1) An executive summary of the Special Master's report.

1 (2) A summary of any relevant documentary evidence and
2 interviews conducted by the Special Master.

3 (3) The Special Master's findings of fact.

4 (4) Any aggravating factors that may weigh in favor of a
5 harsher sanction.

6 (5) Any mitigating factors that may weigh in favor of a
7 lighter sanction.

8 (6) Other items relevant to Council's consideration.

9 The Special Master shall not recommend any particular sanction
10 against the Council Member in question.

11 c) Hearing. Not more than seven (7) calendar days after delivery of the
12 Special Master's report, the Council Member in question may request a
13 hearing before the City Council by delivering a written notice to the City
14 Recorder and City Manager. The hearing shall be held at a Special
15 Council meeting no later than twenty-one (21) days after requested by the
16 Council Member in question unless good cause for postponement is
17 shown. Such hearing shall be informal, but the Special Master and
18 Council Member in question may call witnesses and such witnesses may
19 be cross-examined. The Council Member in question is entitled to be
20 represented by an attorney at his/her own expense. At the conclusion of

1 the hearing, the Special Master and Council Member in question (or
2 attorney) shall be allowed to make oral or written statements.

3 In lieu of a full hearing and in the same seven (7) day time-frame,
4 the Council Member in question may give notice that he/she will submit a
5 written and/or oral statement to the other Council Members. Such
6 statement shall be submitted/heard on or before twenty-one (21) days after
7 the Councilor in question gives notice to the other Council Members.

8 d. Vote on Alleged Violation. Following review by the remaining Council
9 Members of the Special Master's report and (if applicable), the hearing
10 and/or statement by the Council Member in question, the City Council
11 shall meet to consider the matter. Such consideration shall occur no later
12 than thirty (30) days after submittal of the Special Master's Report, or
13 seven (7) days after the hearing/statement, whichever is later.

14 The Council shall determine by the preponderance of the evidence,
15 whether the Council Member in question violated Charter Section 21(f).
16 To find a violation occurred, there must be five (5) affirmative votes.

17 e. Vote on Sanction. Should the remaining Council Members find a
18 violation occurred, they may take the following action by motion:

19 1. Issue a memorandum of concern. Such motion shall require four
20 affirmative votes to pass.

1 2. Impose the sanction of censure. Such motion shall require five
2 affirmative votes to pass.

3 3. Request resignation. The Council may request resignation of the
4 Council Member in question. Such motion shall require five affirmative
5 votes to pass.

6 4. Impose the sanction of removal from office. Such motion shall
7 require six affirmative votes to pass.

8 5. By motion, lack of motion, or consensus, impose no sanction.

9 f. Timelines May be Extended. All timelines set forth within this Ordinance
10 may be extended for good cause by Council should there be absences or
11 vacancies on the Council at any required meeting. However, in no event
12 shall the final vote set forth in subsection (3) above occur more than ninety
13 (90) days from the date the written statement described in Section 3(a) is
14 delivered to the City Manager.

15 Section 6. FINAL DECISION. The City Council's decision shall be final
16 subject only to writ of review pursuant to ORS 34.010 et seq.

17 ///

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19 ///

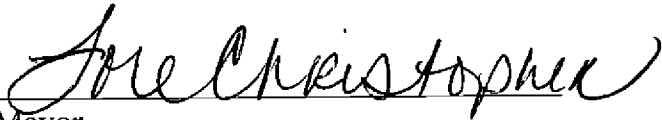
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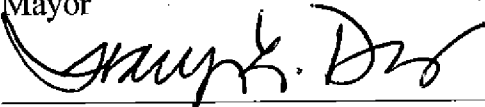
1 Section 7. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days
2 after its passage.

3 PASSED this 16th day of September, 2013.

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5 SIGNED this 16th day of September, 2013.

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Mayor


City Recorder

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A BILL

ORDINANCE NO.
2022-_____

FOR

AN ORDINANCE

ADOPTING PROCEDURES FOR REVIEWING ALLEGED INTERFERENCE WITH ADMINISTRATION AS SET FORTH IN CITY CHARTER SECTION 8.1(h); REPEAL OF ORDINANCE NO. 2013-682

WHEREAS, City of Keizer Charter Section 8.1(h) indicates that no Council Member shall directly or indirectly attempt to coerce the City Manager in making any appointment/removal of any employee or in administrative decisions regarding City property or contracts;

WHEREAS, such Section 8.1(h) also indicates that a Council Member who violates the provision may be removed from office by the Council after a public hearing;

WHEREAS, the Council desires to set the procedures for removing such a member of Council by Ordinance;

WHEREAS, the City Council of the City of Keizer has determined it is appropriate to adopt such ordinance as set forth below.

The City of Keizer ordains as follows:

Section 1. PURPOSE. The purpose of this Ordinance is to provide a uniform process for the removal or other sanction of a City Council member for interference as set forth in Section 8.1(h) of the Charter of the City of Keizer.

1 Section 2. SCOPE. The procedure in this Ordinance applies only to the
2 process for possible removal or other sanction of a Council Member for interference
3 with the administration as set forth in Section 8.1(h) of the Charter of the City of Keizer.
4 It is not a violation of Charter Section 8.1(h) if a Council Member is serving solely
5 within their role as a member of an interview panel in the hiring of a City employee. In
6 addition, it is not a violation of Charter Section 8.1(h) to discuss or suggest anything
7 with the City Manager relating to City business during Council meetings.

8 Section 3. REVIEW BY COUNCIL. Consideration and discussion by the
9 Council at all stages shall be held in public open meetings pursuant to Oregon Public
10 Meetings Law. The Council has the inherent right and responsibility to make and
11 enforce its own rules, ordinances and Charter. Should any Council Member act in
12 any manner that causes interference as set forth in Charter Section 8.1(h), the
13 remaining Council Members may remove or otherwise sanction such Member
14 pursuant to the following procedure:

15 a) Allegations. The process is initiated by a written statement signed by
16 three council members explaining the alleged misconduct of a Council
17 Member and how such alleged misconduct is a violation as set forth
18 herein. Such written statement shall be submitted to the City Manager.
19 The City Manager shall then place the matter before the Council at the
20 next regular Council meeting if the written statement is submitted to the
21 City Manager not later than seven (7) calendar days prior to such

1 meeting; otherwise the matter shall be placed on the agenda for the
2 following regular Council meeting.

3 b) Investigation. The Council shall review the matter at the scheduled
4 meeting. An affirmative vote by five (5) or more members of the
5 Council shall initiate an investigation. An affirmative vote by a Council
6 Member shall not indicate that such Member believes the truth of the
7 statement and/or the reasoning behind an alleged violation, but merely
8 that further investigation is warranted. The Council Member in
9 question may make a short written or oral statement, but there shall be
10 no testimony taken or extended discussion at this point. The Council
11 Member in question may, if they wish, participate in the vote at this
12 stage and at all stages set forth herein.

13 If the Council votes to initiate an investigation as set forth
14 above, the Council shall appoint a Special Master to investigate the
15 allegations. The Special Master may be an attorney, retired judge,
16 arbitrator, or other party having experience with investigating and
17 making determinations and findings of fact. The Special Master shall
18 be free to investigate and interview any parties. No less than thirty (30)
19 days after appointment, the Special Master shall deliver a written report
20 to the Council and City Manager containing the following:

21 (1) An executive summary of the Special Master's report.

- 1 (2) A short summary of any relevant documentary evidence
- 2 and interviews conducted by the Special Master.
- 3 (3) The Special Master’s finding of fact.
- 4 (4) Any aggravating factors that may weigh in favor of a
- 5 harsher sanction.
- 6 (5) Any mitigating factors that may weigh in favor of a
- 7 lighter sanction.
- 8 (6) Other items relevant to Council’s consideration.

9 The Special Master shall not recommend any particular sanction
10 against the Council Member in question.

11 c) Hearing. Not more than seven (7) calendar days after delivery of the
12 Special Master’s report, the Council Member in question may request a
13 hearing before the City Council by delivering a written notice to the City
14 Recorder and City Manager. The hearing shall be held at a Special
15 Council meeting no later than twenty-one (21) days after requested by the
16 Council Member in question unless good cause for postponement is
17 shown. Such hearing shall be informal, but the Special Master and
18 Council Member in question may call witnesses and such witnesses may
19 be cross-examined. The Council Member in question is entitled to be
20 represented by an attorney at his/her own expense. As the conclusion of

1 the hearing, the Special Master and Council Member in question (or
2 attorney) shall be allowed to make oral or written statements.

3 In lieu of a full hearing and in the same seven (7) day time-frame,
4 the Council Member in question may give notice that they will submit a
5 written and/or oral statement to the other Council Members. Such
6 statement shall be submitted/heard on or before twenty-one (21) days after
7 the Councilor in question gives notice to the other Council Members.

8 d. Vote on Alleged Violation. Following review by the remaining Council
9 Members of the Special Master’s report and (if applicable), the hearing
10 and/or statement by the Council Member in question, the City Council
11 shall meet to consider the matter. Such consideration shall occur no later
12 than thirty (30) days after submittal of the Special Master’s Report, or
13 seven (7) days after the hearing/statement, whichever is later.

14 The Council shall determine by the preponderance of the evidence,
15 whether the Council Member in question violated Charter Section 8.1(h).
16 To find a violation occurred, there must be five (5) affirmative votes.

17 e. Vote on Sanction. Should the remaining Council Members find a
18 violation occurred, they may take the following action by motion:

19 1. Issue a memorandum of concern. Such motion shall require four
20 affirmative votes to pass.

21

1 2. Impose the sanction of censure. Such motion shall require five
2 affirmative votes to pass.

3 3. Request resignation. The Council may request resignation of the
4 Council Member in question. Such motion shall require five affirmative
5 votes to pass.

6 4. Impose the sanction of removal from office. Such motion shall
7 require six affirmative votes to pass.

8 5. By motion, lack of motion, or consensus, impose no sanction.

9 f. Timelines May be Extended. All timelines set forth within this Ordinance
10 may be extended for good cause by Council should there be absences or
11 vacancies on the Council at any required meeting. However, in no event
12 shall the final vote set forth in subsection (3) above occur more than
13 ninety (90) days from the date the written statement described in Section
14 3(a) is delivered to the City Manager.

15 Section 6. FINAL DECISION. The City Council’s decision shall be final
16 subject only to writ of review pursuant to ORS 34.010 et seq.

17 Section 7. REPEAL OF ORDINANCE NO. 2013-682. Ordinance No. 2013-
18 682 (Adopting Procedures for Reviewing Alleged Interference with Administration as
19 Set Forth in City Charter Section 21(f)) is hereby repealed in its entirety.

20
21

1 Section 8. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days
2 after its passage.

3 PASSED this _____ day of _____, 2013.

4

5 SIGNED this _____ day of _____, 2013.

6

7

8

9

Mayor

10

11

City Recorder

12

COUNCIL MEETING: February 7, 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 THE LOW-INCOME HOUSING WATER ASSISTANCE PROGRAM AGREEMENT WITH THE MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY

BACKGROUND:

The Low-Income Household Water Assistance (LIHWA) Program was established by Congress through the appropriation of \$638M in the Consolidated Appropriations Act (CAA) of 2021 and an additional \$500M in the American Rescue Plan Act (ARPA) of 2021. Through this act Oregon has received \$13.8 million to provide LIHWA assistance to low-income households who have a high-water burden.

The program is designed to provide low-income households with assistance for their drinking water and wastewater services costs. Households who are at or below 60% state median income are income eligible for the program. The program is intended to reconnect services, avert disconnection of services, and pay past-due amount and current charges.

This program is being administered by local community action agencies with payments from this program going directly to the owners and operators of water and wastewater utilities.

In order to be eligible to refer Keizer residents to the LIHWA program the City needs to enter into an agreement with the Mid-Willamette Valley Community Action Agency, see attachment A.

There is no fiscal impact to the City as the agreement only allows the City to refer potential residents.

RECOMMENDATION: Staff recommends the council adopt the attached resolution authorizing the Finance Director to enter into the Low-income Housing Water Assistance Program agreement with the Mid-Willamette Valley Community Action Agency.

**CONTRACT FOR WATER ASSISTANCE PROVISIONS
BETWEEN**

Mid-Willamette Valley Community Action Agency

AND

This Low-Income Housing Water Assistance (LIHWA) Program Agreement (“Agreement”) is entered into by and between the MWVCAA (“Agency”), _____ (“Vendor”), and the Oregon Housing and Community Services Department, together with its successors and assigns (“Department”), (each a “Party” and collectively the “Parties”) under the following terms:

1. Entire Contract

- a) This Agreement is the mechanism by which all Parties can carry out the provisions of the Low-Income Household Water Assistance (LIHWA) Program.
- b) It is understood and agreed that the entire contract between the Parties is contained in this Agreement.
- c) This Agreement supersedes all previous commitments, promises, representations either oral or written, between the Parties relating to the subject matter hereof.
- d) The person signing this Agreement on behalf of the Vendor certifies and attests that the Vendor has the power and authority to enter into and perform this Agreement, and that the signor has full and complete authority to bind the Vendor.
- e) All the words and phrases used in this Agreement shall have the meanings given herein or as used in the LIHWA Program Requirements and other related requirements unless the context clearly requires otherwise.

2. Definitions

- a) Authorization means a form that contains the Eligible Household’s account number, name of person applying for LIHWA assistance, name on the account, address of Eligible Household, and amount of the LIHWA Payment to be applied to the Eligible Household’s account.
- b) Commitment means the initial communication that an Eligible Household has qualified for LIHWA Payments and serves as notice of the forthcoming Authorization.
- c) Eligible Household means a household receiving services from the Vendor that has been determined, by the Agency in accordance with LIHWA eligibility guidelines, to be eligible for a LIHWA Payment.
- d) LIHWA Payment(s) includes regular and crisis payments made by the Agency to the Vendor on behalf of Eligible Households for eligible drinking water and/or wastewater service charges (including reconnection charges, fees, penalties, or reduction of current charges and fees).

3. The Agency agrees to do the following:

- a) To assign a vendor number/business code to each Vendor after the Agreement is fully executed.
- b) To obtain an Eligible Household’s consent through a Release of Information in order for the Agency to initiate two-way communication with the Vendor regarding Account information (such as current amount owed, status of service, and crisis situation indicators).
- c) To effectuate LIHWA Payments to the Vendor on behalf of Eligible Households, including:
 - i. Notifying the Vendor of Commitments through an agreed-upon format (i.e., direct portal input, written, oral, etc.),
 - ii. Notifying the Eligible Household of Commitments made to Vendor,
 - iii. Pursuant to Commitment, submitting payment to the Vendor promptly and no later than 45 days after Commitment issued, and
 - iv. Prior to receipt of payment, notifying Vendor of any changes to Commitments caused by federal or state law.
- d) To issue to Vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all Eligible Households. A payment register precedes the check or ACH deposit. The register includes the names of the Eligible Households, the account names and numbers, the amounts to be applied to each account, and the addresses and counties of residence of the Eligible Households.

- e) To inform the Vendor in the case an Eligible Household is in crisis or life-threatening situation and speaking to the Vendor on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to such a discussion.

4. The Vendor agrees to do the following:

- a) To refer its customers to the Agency for assistance.
- b) To charge all Eligible Households using the Vendor's normal billing process.
- c) To charge all Eligible Households the price normally charged for drinking water and/or wastewater services supplied to non-eligible households, except for other billing assistance and/or discount programs.
- d) Not to exclude or discriminate against any Eligible Households with respect to cost of services, terms, deferred payment plans, credit, conditions of sale, or discounts and programs offered to non-eligible households.
- e) Not to treat any Eligible Households adversely because of receipt of LIHWA assistance.
- f) To continue to apply the regular drinking water and/or wastewater service charges and credits of payments in regular fashion, even in consideration of a Commitment or LIHWA Payment.
- g) To process all LIHWA Payments, on behalf of Eligible Households from the Agency, including:
 - i. Applying a credit notation to the Eligible Household's account as soon as the Vendor receives a LIHWA Authorization from the Agency.
 - 1. This credit can only be applied to water and wastewater related charges and fees.
 - 2. This credit cannot be applied to charges and fees including but not limited to police, streetlights, and garbage service.
 - ii. Applying and itemizing LIHWA Payments for all Eligible Households identified in the LIHWA Payment Register as directed by the Agency.
 - iii. Posting all payments to Eligible Household accounts promptly after being received, no later than the next billing cycle.
 - iv. If a LIHWA Payment cannot be credited to the Eligible Household's account, processing a refund, according to the Oregon LIHWA Vendor Refund Policies, directly to the Eligible Household within thirty (30) days.
- h) To discuss the Eligible Household's crisis or life-threatening situation with the Agency, speaking on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to the discussion.
- i) To cooperate with the Agency, once informed of the crisis or life-threatening situation and in receipt of a Commitment, to resolve the Eligible Household's situation related to drinking water and/or wastewater services with urgency.
- j) To comply with Oregon LIHWA Vendor Refund Policies, as described below in this Agreement.
- k) To maintain an accounting system and supporting fiscal records that represent the amounts and billing of drinking water and/or wastewater services provided to Eligible Households.
- l) To fully cooperate with the Department's and Agency's monitoring practices, including but not limited to providing requested documentation for Federal representatives or Oregon Secretary of State representatives within set time frames, as well as communicating with Department or Agency staff.
- m) To provide at no cost to the Department, Eligible Household, or Agency, written information on an Eligible Household's drinking water and/or wastewater services costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods, even when it may be from a prior occupant household.
- n) To provide at no cost to the Department or Agency, or an authorized agent to the Department or Agency, for the purposes of research, evaluation, and analysis, information on household drinking water and/or wastewater services costs and usage for Eligible Households.
- o) **Program Requirements:** Vendor agrees to timely satisfy all requirements of this Agreement, including all LIHWA Regulations or other forms of LIHWA federal guidance, as applicable, and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (all of the foregoing, as amended from time to time, collectively, the "Program Requirements") to the satisfaction of Department or Agency.

5. Termination

- a) This Agreement shall terminate upon the earliest to occur of the following events:

- i. A change in the requirements of applicable Federal or State regulations for LIHWA administration,
 - ii. A change in the state plan for administering LIHWA that affects the terms and conditions of this Agreement,
 - iii. Thirty (30) days' written notice of termination by any Party,
 - iv. Mutual consent of all Parties,
 - v. Any license or certificate required by law or regulation to be held by the Vendor to provide services outlined in this Agreement is denied, revoked, or not renewed, or
 - vi. The end of the LIHWA program year, which begins on January 1, 2022 and ends on September 30, 2023.
- b) This Agreement will terminate effective immediately upon determination by the Department that the Vendor is not in compliance with the terms of this Agreement, including the Program Requirements. The Vendor will be notified within ten (10) days of termination.
 - c) Termination by any Party shall not discharge any obligations owed by any Party to another or to an Eligible Household or any liability, which has accrued prior to termination.
 - d) The rights and remedies of any Party provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. Miscellaneous

- a) **Subcontracts:** The Vendor shall not enter into any subcontracts, beyond those already in place for normal and current billing operations, for any of the services provided under this Agreement without obtaining prior consent from the Department or Agency. The Vendor shall also provide the subcontract agreement(s) with this Vendor Agreement (see Attachment A).
- b) **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument between the Parties.
- c) **Execution and Counterparts:** This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- d) **Severability:** If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
- e) **Assignment:** The Vendor shall not assign or transfer its interest in this Assignment without the express written consent of the Department and Agency.
- f) **Waiver:** The failure by any Party to enforce any provision of this Agreement shall not constitute a waiver by another Party of that or any other provision.
- g) **Independent Contractors/Workers' Compensation Coverage:** Vendor and Agency are independent contractors under this Agreement and both covenant, warrant, and affirm that neither they nor any of their agents, representatives or employees are an officer, employee, or agent of the other party. Vendor and Agency further covenant, warrant and affirm that they shall provide Workers' Compensation insurance for their prospective employees and require such by their subcontractors.
- h) **Indemnity:** Subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act, each Party (the "Indemnifying Party") shall save, defend (consistent with ORS chapter 180), indemnify and hold harmless the other Party, the Department and each of their officers, agents, employees and members (the "Indemnified Parties") from all claims, suits or actions of whatsoever nature (collectively, "Claims") to the extent resulting from or arising out of the negligent or wrongful acts or omissions of the Indemnifying Party or its subcontractors, agents, or employees in its performance or non-performance of its obligations under this Agreement unless such Claims primarily result from the Indemnified Party or Parties' negligence, gross negligence or willful misconduct. In no event shall either Party be liable to the other for Claims in an amount more than \$50,000 per event.
- i) **Successors in Interest:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assigns, if any.
- j) **Force Majeure:** A Party shall not be held responsible for delay or default as a result of an event or action beyond its reasonable control, including without limitation, fire, riots, acts of God or war.
- k) **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- l) **Merger:** This Agreement constitutes the entire Agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties.

- m) **Mediation:** In the case the Parties become involved in a dispute regarding any part of this Agreement, the Parties shall submit to mediation prior to the commencement of litigation to enforce this Agreement. The mediator shall be an individual mutually acceptable to all Parties. Each Party shall pay its own cost for the time and effort involved in mediation and agrees to split equally the cost of the mediator. All Parties agree to exercise best efforts and act in good faith to resolve all disputes.
- n) **Eligible Household Information Confidentiality:** Due to the obligations outlined in this Agreement, all Parties will have access to Confidential Information of Eligible Households, including but not limited to household member names, social security numbers, addresses, account numbers, account payments and balances, and income information. All Parties shall use appropriate safeguards to prevent the disclosure of Confidential Information to unauthorized third parties (which excludes, for example, compliance with applicable Public Records Laws or as required by an official court order), and shall prevent employees, agents or subcontractors from accessing, copying, disclosing or using any such Confidential Information.
- o) **Red Flag Rules:** All Parties agree to establish, maintain, and abide by reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft related to Eligible Households through the administration of LIHWA.
- p) **Funds Available and Authorized:** The Vendor understands and agrees that payment of amounts under this Agreement is contingent on the Department receiving appropriations or other expenditure authority sufficient to allow the Department and Agency to continue to make payments under this Agreement.
- q) **Effective Date and Duration:** This Agreement shall be effective upon execution by all Parties and shall remain in effect until terminated as described in the "Termination" section herein.
- r) **Further Acts:** Vendor will do, make, execute, and deliver all such further acts or writings as Department or Agency may require to protect the Department or Agency's rights under this Agreement.
- s) **False Claims Act:** The Parties acknowledge the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) a Party that pertains to this Agreement or LIHWA Payments for Eligible Households. The Parties certify that no claim is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Each Party further acknowledge, in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date(s) written below.

VENDOR:

By: _____ Date: _____

Print: _____

Title: _____

Vendor Name: _____

AGENCY:

By:  _____ Date: 1/11/2022

Print: Jimmy Jones

Title: Executive Director

Agency Name: Mid-Willamette Valley Community Action Agency

Oregon's Low-Income Household Water Assistance (LIHWA) Program Vendor Refund Policy

1. Credit Balances – Unless there is an event otherwise noted in this Refund Policy, all LIHWA Payments that create a credit balance remain on the Eligible Household's account until exhausted.
2. Ineligible Credit Balances - In the event that a LIHWA Payment cannot be applied to the Eligible Household's account, the remaining balance shall be returned to the Eligible Household within thirty (30) days after the Vendor receives the LIHWA Payment.
3. Deposits – All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit agreement in a manner consistent with applicable administrative rules, approved tariffs and other law.
4. Voluntary Closure and Moves - If the Eligible Household voluntarily closes the account that received a LIHWA Payment or moves to another service address that the Vendor does not represent, any credit balances resulting from a LIHWA Payment shall be refunded to the Eligible Household. If the Eligible Household moves to another service address by which the Vendor does represent, any credit balances resulting from a LIHWA Payment shall be transferred to the new address.
5. Inability to Locate Eligible Household – In the event that the Vendor is unable to locate the Eligible Household within one (1) year after service has been discontinued for any reason, any unused portion of a LIHWA Payment shall be returned to the Oregon Department of State Lands as unclaimed property.
6. Deceased Eligible Household – In the event a LIHWA Payment remains on the Eligible Household's account and the account is closed, the Vendor shall return the LIHWA Payment credit balance to the Department no later than the end of the program year. The Vendor shall submit a check to the Department with the notation of number six of this Refund Policy.
7. Return Address for Refunds to the State of Oregon – Mail refunds to:

OREGON HOUSING AND COMMUNITY SERVICES, ENERGY SERVICES SECTION
ATTN: LIHWA PROGRAM REFUND
725 SUMMER ST NE, SUITE B
SALEM, OR 97301

Refunds must include the following information: Eligible Household name, Eligible Household address, Name of Agency that provided LIHWA Payment to Eligible Household, Date of LIHWA Payment to Vendor, Reason for the return.
8. Incorrect Payments – All Agencies and Vendors are required to review the LIHWA Payments register for accuracy. In the event an Agency makes a payment in error, the Agency must correct the error within thirty (30) days of the error's discovery and the Agency is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith. LIHWA Payments made in error must be corrected by the Agency and will be refunded from subsequent LIHWA Payments made to the Vendor. In the event the Vendor credits an account in error due to causes other than Agency error or otherwise misappropriates LIHWA Payments, the Vendor must correct the error within thirty (30) days of the error's discovery and is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith.

Drinking Water and/or Wastewater Utility Vendor Information

Vendor Name		
Primary Contact Name	Primary Contact Phone	Customer Service Phone
Primary Contact Mailing Address	Primary Contact Fax	Primary Contact Email
Payment Contact Name	Payment Contact Phone	
Payment Contact Mailing Address	Payment Contact Fax	Payment Contact Email

Legal Name (For tax purposes)			
Taxpayer Identification Number (TIN)			
Type of TIN			
	Employer ID Number (FEIN)		Social Security Number (SSN)
	Individual Taxpayer ID Number (ITIN)		
Type of Entity			
	Individual/Sole Proprietor		Limited Liability Company
	Corporation		Government Entity

Counties served (Please check all that apply)							
<input type="checkbox"/>	Baker	<input type="checkbox"/>	Douglas	<input type="checkbox"/>	Lake	<input type="checkbox"/>	Tillamook
<input type="checkbox"/>	Benton	<input type="checkbox"/>	Gilliam	<input type="checkbox"/>	Lane	<input type="checkbox"/>	Umatilla
<input type="checkbox"/>	Clackamas	<input type="checkbox"/>	Grant	<input type="checkbox"/>	Lincoln	<input type="checkbox"/>	Union
<input type="checkbox"/>	Clatsop	<input type="checkbox"/>	Harney	<input type="checkbox"/>	Malheur	<input type="checkbox"/>	Wallowa
<input type="checkbox"/>	Columbia	<input type="checkbox"/>	Hood River	<input type="checkbox"/>	Marion	<input type="checkbox"/>	Wasco
<input type="checkbox"/>	Coos	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Morrow	<input type="checkbox"/>	Washington
<input type="checkbox"/>	Crook	<input type="checkbox"/>	Jefferson	<input type="checkbox"/>	Multnomah	<input type="checkbox"/>	Wheeler
<input type="checkbox"/>	Curry	<input type="checkbox"/>	Josephine	<input type="checkbox"/>	Polk	<input type="checkbox"/>	Yamhill
<input type="checkbox"/>	Deschutes	<input type="checkbox"/>	Klamath	<input type="checkbox"/>	Sherman	<input type="checkbox"/>	

Tribes served (Please check all that apply)			
<input type="checkbox"/>	Burns Paiute	<input type="checkbox"/>	Confederated Tribes of Warm Springs
<input type="checkbox"/>	Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians	<input type="checkbox"/>	Cow Creek Band of Umpqua Indians
<input type="checkbox"/>	Confederated Tribes of Grand Ronde	<input type="checkbox"/>	Coquille Indian Tribe
<input type="checkbox"/>	Confederated Tribes of Siletz	<input type="checkbox"/>	Klamath Tribes
<input type="checkbox"/>	Confederated Tribes of Umatilla Reservation	<input type="checkbox"/>	



NEED HELP PAYING YOUR WATER BILL?

There is a new federal program, the Low-Income Household Water Assistance Program, that is available to help households pay their water and wastewater (sewer) bills.

To qualify:

- Be under 60% State Median Income, as shown in the chart below. *gross income is income BEFORE taxes-

Household Unit Size	Annual Gross Income*	Monthly Gross Income*
1	\$29,334	\$2,445.33
2	\$38,373	\$3,197.75
3	\$47,402	\$3,950.17
4	\$56,430	\$4,702.50
5	\$65,459	\$5,454.92
6	\$74,488	\$6,207.33
7	\$76,181	\$6,348.42
8	\$77,874	\$6,489.50
9	\$79,567	\$6,630.58
10	\$81,260	\$6,771.67
11	\$82,953	\$6,912.75
12	\$84,645	\$7,053.75
Each Additional Member	\$1,692	\$141.00
* Gross Income means all household income before any deductions		

- Have a water bill in an adult household member's name. **if your water bill is in your landlord or property management company's name, contact your local Community Action Agency to discuss and apply, as there are some extra steps in that case.

To apply or to get more information, contact your local Community Action Agency:

MWVCAA- Energy Services

Phone: 503-588-9016

Address:

-To submit an application in person: 1850 45th Ave NE Suite 101 Salem, OR 97305

-To submit an application by mail, send to: 2475 Center St. NE, Salem, OR 97301

Hours of operation: Monday-Friday 8:00AM-5:00PM (may differ for holidays)

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022-_____

4
5
6 AUTHORIZING FINANCE DIRECTOR TO SIGN CONTRACT FOR
7 WATER ASSISTANCE PROVISIONS WITH MID-WILLAMETTE
8 VALLEY COMMUNITY ACTION AGENCY
9

10
11 WHEREAS, the Low-Income Household Water Assistance (LIHWA) Program
12 was established by Congress through the Consolidated Appropriations Act (CAA) of
13 2021 and American Rescue Plan Act (ARPA) of 2021;

14 WHEREAS, the program is designed to provide low-income households with
15 assistance with water and wastewater service costs;

16 WHEREAS, the program is administered by the Mid-Willamette Valley
17 Community Action Agency;

18 WHEREAS, in order for the City to be eligible to refer Keizer residents to the
19 program, the attached contract is required;

20 WHEREAS, the City desires to be eligible to refer its residents to the program
21 and desires to sign the contract;

22 NOW, THEREFORE,

23 BE IT RESOLVED by the City Council of the City of Keizer that the Finance
24 Director is authorized to sign the attached contract for water assistance provisions with
25 the Mid-Willamette Valley Community Action Agency.
26

1 BE IT FURTHER RESOLVED that the Finance Director or City Manager is
2 directed and authorized to take all action necessary and appropriate in connection with
3 referring Keizer residents to the program.

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
12
13
14
15

Mayor

City Recorder

**CONTRACT FOR WATER ASSISTANCE PROVISIONS
BETWEEN**

Mid-Willamette Valley Community Action Agency

AND

This Low-Income Housing Water Assistance (LIHWA) Program Agreement (“Agreement”) is entered into by and between the MWVCAA (“Agency”), _____ (“Vendor”), and the Oregon Housing and Community Services Department, together with its successors and assigns (“Department”), (each a “Party” and collectively the “Parties”) under the following terms:

1. Entire Contract

- a) This Agreement is the mechanism by which all Parties can carry out the provisions of the Low-Income Household Water Assistance (LIHWA) Program.
- b) It is understood and agreed that the entire contract between the Parties is contained in this Agreement.
- c) This Agreement supersedes all previous commitments, promises, representations either oral or written, between the Parties relating to the subject matter hereof.
- d) The person signing this Agreement on behalf of the Vendor certifies and attests that the Vendor has the power and authority to enter into and perform this Agreement, and that the signor has full and complete authority to bind the Vendor.
- e) All the words and phrases used in this Agreement shall have the meanings given herein or as used in the LIHWA Program Requirements and other related requirements unless the context clearly requires otherwise.

2. Definitions

- a) Authorization means a form that contains the Eligible Household’s account number, name of person applying for LIHWA assistance, name on the account, address of Eligible Household, and amount of the LIHWA Payment to be applied to the Eligible Household’s account.
- b) Commitment means the initial communication that an Eligible Household has qualified for LIHWA Payments and serves as notice of the forthcoming Authorization.
- c) Eligible Household means a household receiving services from the Vendor that has been determined, by the Agency in accordance with LIHWA eligibility guidelines, to be eligible for a LIHWA Payment.
- d) LIHWA Payment(s) includes regular and crisis payments made by the Agency to the Vendor on behalf of Eligible Households for eligible drinking water and/or wastewater service charges (including reconnection charges, fees, penalties, or reduction of current charges and fees).

3. The Agency agrees to do the following:

- a) To assign a vendor number/business code to each Vendor after the Agreement is fully executed.
- b) To obtain an Eligible Household’s consent through a Release of Information in order for the Agency to initiate two-way communication with the Vendor regarding Account information (such as current amount owed, status of service, and crisis situation indicators).
- c) To effectuate LIHWA Payments to the Vendor on behalf of Eligible Households, including:
 - i. Notifying the Vendor of Commitments through an agreed-upon format (i.e., direct portal input, written, oral, etc.),
 - ii. Notifying the Eligible Household of Commitments made to Vendor,
 - iii. Pursuant to Commitment, submitting payment to the Vendor promptly and no later than 45 days after Commitment issued, and
 - iv. Prior to receipt of payment, notifying Vendor of any changes to Commitments caused by federal or state law.
- d) To issue to Vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all Eligible Households. A payment register precedes the check or ACH deposit. The register includes the names of the Eligible Households, the account names and numbers, the amounts to be applied to each account, and the addresses and counties of residence of the Eligible Households.

- e) To inform the Vendor in the case an Eligible Household is in crisis or life-threatening situation and speaking to the Vendor on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to such a discussion.

4. The Vendor agrees to do the following:

- a) To refer its customers to the Agency for assistance.
- b) To charge all Eligible Households using the Vendor's normal billing process.
- c) To charge all Eligible Households the price normally charged for drinking water and/or wastewater services supplied to non-eligible households, except for other billing assistance and/or discount programs.
- d) Not to exclude or discriminate against any Eligible Households with respect to cost of services, terms, deferred payment plans, credit, conditions of sale, or discounts and programs offered to non-eligible households.
- e) Not to treat any Eligible Households adversely because of receipt of LIHWA assistance.
- f) To continue to apply the regular drinking water and/or wastewater service charges and credits of payments in regular fashion, even in consideration of a Commitment or LIHWA Payment.
- g) To process all LIHWA Payments, on behalf of Eligible Households from the Agency, including:
 - i. Applying a credit notation to the Eligible Household's account as soon as the Vendor receives a LIHWA Authorization from the Agency.
 - 1. This credit can only be applied to water and wastewater related charges and fees.
 - 2. This credit cannot be applied to charges and fees including but not limited to police, streetlights, and garbage service.
 - ii. Applying and itemizing LIHWA Payments for all Eligible Households identified in the LIHWA Payment Register as directed by the Agency.
 - iii. Posting all payments to Eligible Household accounts promptly after being received, no later than the next billing cycle.
 - iv. If a LIHWA Payment cannot be credited to the Eligible Household's account, processing a refund, according to the Oregon LIHWA Vendor Refund Policies, directly to the Eligible Household within thirty (30) days.
- h) To discuss the Eligible Household's crisis or life-threatening situation with the Agency, speaking on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to the discussion.
- i) To cooperate with the Agency, once informed of the crisis or life-threatening situation and in receipt of a Commitment, to resolve the Eligible Household's situation related to drinking water and/or wastewater services with urgency.
- j) To comply with Oregon LIHWA Vendor Refund Policies, as described below in this Agreement.
- k) To maintain an accounting system and supporting fiscal records that represent the amounts and billing of drinking water and/or wastewater services provided to Eligible Households.
- l) To fully cooperate with the Department's and Agency's monitoring practices, including but not limited to providing requested documentation for Federal representatives or Oregon Secretary of State representatives within set time frames, as well as communicating with Department or Agency staff.
- m) To provide at no cost to the Department, Eligible Household, or Agency, written information on an Eligible Household's drinking water and/or wastewater services costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods, even when it may be from a prior occupant household.
- n) To provide at no cost to the Department or Agency, or an authorized agent to the Department or Agency, for the purposes of research, evaluation, and analysis, information on household drinking water and/or wastewater services costs and usage for Eligible Households.
- o) **Program Requirements:** Vendor agrees to timely satisfy all requirements of this Agreement, including all LIHWA Regulations or other forms of LIHWA federal guidance, as applicable, and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (all of the foregoing, as amended from time to time, collectively, the "Program Requirements") to the satisfaction of Department or Agency.

5. Termination

- a) This Agreement shall terminate upon the earliest to occur of the following events:

- i. A change in the requirements of applicable Federal or State regulations for LIHWA administration,
 - ii. A change in the state plan for administering LIHWA that affects the terms and conditions of this Agreement,
 - iii. Thirty (30) days' written notice of termination by any Party,
 - iv. Mutual consent of all Parties,
 - v. Any license or certificate required by law or regulation to be held by the Vendor to provide services outlined in this Agreement is denied, revoked, or not renewed, or
 - vi. The end of the LIHWA program year, which begins on January 1, 2022 and ends on September 30, 2023.
- b) This Agreement will terminate effective immediately upon determination by the Department that the Vendor is not in compliance with the terms of this Agreement, including the Program Requirements. The Vendor will be notified within ten (10) days of termination.
 - c) Termination by any Party shall not discharge any obligations owed by any Party to another or to an Eligible Household or any liability, which has accrued prior to termination.
 - d) The rights and remedies of any Party provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. Miscellaneous

- a) **Subcontracts:** The Vendor shall not enter into any subcontracts, beyond those already in place for normal and current billing operations, for any of the services provided under this Agreement without obtaining prior consent from the Department or Agency. The Vendor shall also provide the subcontract agreement(s) with this Vendor Agreement (see Attachment A).
- b) **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument between the Parties.
- c) **Execution and Counterparts:** This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- d) **Severability:** If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
- e) **Assignment:** The Vendor shall not assign or transfer its interest in this Assignment without the express written consent of the Department and Agency.
- f) **Waiver:** The failure by any Party to enforce any provision of this Agreement shall not constitute a waiver by another Party of that or any other provision.
- g) **Independent Contractors/Workers' Compensation Coverage:** Vendor and Agency are independent contractors under this Agreement and both covenant, warrant, and affirm that neither they nor any of their agents, representatives or employees are an officer, employee, or agent of the other party. Vendor and Agency further covenant, warrant and affirm that they shall provide Workers' Compensation insurance for their prospective employees and require such by their subcontractors.
- h) **Indemnity:** Subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act, each Party (the "Indemnifying Party") shall save, defend (consistent with ORS chapter 180), indemnify and hold harmless the other Party, the Department and each of their officers, agents, employees and members (the "Indemnified Parties") from all claims, suits or actions of whatsoever nature (collectively, "Claims") to the extent resulting from or arising out of the negligent or wrongful acts or omissions of the Indemnifying Party or its subcontractors, agents, or employees in its performance or non-performance of its obligations under this Agreement unless such Claims primarily result from the Indemnified Party or Parties' negligence, gross negligence or willful misconduct. In no event shall either Party be liable to the other for Claims in an amount more than \$50,000 per event.
- i) **Successors in Interest:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assigns, if any.
- j) **Force Majeure:** A Party shall not be held responsible for delay or default as a result of an event or action beyond its reasonable control, including without limitation, fire, riots, acts of God or war.
- k) **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- l) **Merger:** This Agreement constitutes the entire Agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties.

- m) **Mediation:** In the case the Parties become involved in a dispute regarding any part of this Agreement, the Parties shall submit to mediation prior to the commencement of litigation to enforce this Agreement. The mediator shall be an individual mutually acceptable to all Parties. Each Party shall pay its own cost for the time and effort involved in mediation and agrees to split equally the cost of the mediator. All Parties agree to exercise best efforts and act in good faith to resolve all disputes.
- n) **Eligible Household Information Confidentiality:** Due to the obligations outlined in this Agreement, all Parties will have access to Confidential Information of Eligible Households, including but not limited to household member names, social security numbers, addresses, account numbers, account payments and balances, and income information. All Parties shall use appropriate safeguards to prevent the disclosure of Confidential Information to unauthorized third parties (which excludes, for example, compliance with applicable Public Records Laws or as required by an official court order), and shall prevent employees, agents or subcontractors from accessing, copying, disclosing or using any such Confidential Information.
- o) **Red Flag Rules:** All Parties agree to establish, maintain, and abide by reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft related to Eligible Households through the administration of LIHWA.
- p) **Funds Available and Authorized:** The Vendor understands and agrees that payment of amounts under this Agreement is contingent on the Department receiving appropriations or other expenditure authority sufficient to allow the Department and Agency to continue to make payments under this Agreement.
- q) **Effective Date and Duration:** This Agreement shall be effective upon execution by all Parties and shall remain in effect until terminated as described in the "Termination" section herein.
- r) **Further Acts:** Vendor will do, make, execute, and deliver all such further acts or writings as Department or Agency may require to protect the Department or Agency's rights under this Agreement.
- s) **False Claims Act:** The Parties acknowledge the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) a Party that pertains to this Agreement or LIHWA Payments for Eligible Households. The Parties certify that no claim is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Each Party further acknowledge, in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date(s) written below.

VENDOR:

By: _____ Date: _____

Print: _____

Title: _____

Vendor Name: _____

AGENCY:

By:  _____ Date: 1/11/2022

Print: Jimmy Jones

Title: Executive Director

Agency Name: Mid-Willamette Valley Community Action Agency

Oregon's Low-Income Household Water Assistance (LIHWA) Program Vendor Refund Policy

1. Credit Balances – Unless there is an event otherwise noted in this Refund Policy, all LIHWA Payments that create a credit balance remain on the Eligible Household's account until exhausted.
2. Ineligible Credit Balances - In the event that a LIHWA Payment cannot be applied to the Eligible Household's account, the remaining balance shall be returned to the Eligible Household within thirty (30) days after the Vendor receives the LIHWA Payment.
3. Deposits – All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit agreement in a manner consistent with applicable administrative rules, approved tariffs and other law.
4. Voluntary Closure and Moves - If the Eligible Household voluntarily closes the account that received a LIHWA Payment or moves to another service address that the Vendor does not represent, any credit balances resulting from a LIHWA Payment shall be refunded to the Eligible Household. If the Eligible Household moves to another service address by which the Vendor does represent, any credit balances resulting from a LIHWA Payment shall be transferred to the new address.
5. Inability to Locate Eligible Household – In the event that the Vendor is unable to locate the Eligible Household within one (1) year after service has been discontinued for any reason, any unused portion of a LIHWA Payment shall be returned to the Oregon Department of State Lands as unclaimed property.
6. Deceased Eligible Household – In the event a LIHWA Payment remains on the Eligible Household's account and the account is closed, the Vendor shall return the LIHWA Payment credit balance to the Department no later than the end of the program year. The Vendor shall submit a check to the Department with the notation of number six of this Refund Policy.
7. Return Address for Refunds to the State of Oregon – Mail refunds to:

OREGON HOUSING AND COMMUNITY SERVICES, ENERGY SERVICES SECTION
ATTN: LIHWA PROGRAM REFUND
725 SUMMER ST NE, SUITE B
SALEM, OR 97301

Refunds must include the following information: Eligible Household name, Eligible Household address, Name of Agency that provided LIHWA Payment to Eligible Household, Date of LIHWA Payment to Vendor, Reason for the return.
8. Incorrect Payments – All Agencies and Vendors are required to review the LIHWA Payments register for accuracy. In the event an Agency makes a payment in error, the Agency must correct the error within thirty (30) days of the error's discovery and the Agency is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith. LIHWA Payments made in error must be corrected by the Agency and will be refunded from subsequent LIHWA Payments made to the Vendor. In the event the Vendor credits an account in error due to causes other than Agency error or otherwise misappropriates LIHWA Payments, the Vendor must correct the error within thirty (30) days of the error's discovery and is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith.

Drinking Water and/or Wastewater Utility Vendor Information

Vendor Name		
Primary Contact Name	Primary Contact Phone	Customer Service Phone
Primary Contact Mailing Address	Primary Contact Fax	Primary Contact Email
Payment Contact Name	Payment Contact Phone	
Payment Contact Mailing Address	Payment Contact Fax	Payment Contact Email

Legal Name (For tax purposes)			
Taxpayer Identification Number (TIN)			
Type of TIN			
	Employer ID Number (FEIN)		Social Security Number (SSN)
	Individual Taxpayer ID Number (ITIN)		
Type of Entity			
	Individual/Sole Proprietor		Limited Liability Company
	Corporation		Government Entity

Counties served (Please check all that apply)							
<input type="checkbox"/>	Baker	<input type="checkbox"/>	Douglas	<input type="checkbox"/>	Lake	<input type="checkbox"/>	Tillamook
<input type="checkbox"/>	Benton	<input type="checkbox"/>	Gilliam	<input type="checkbox"/>	Lane	<input type="checkbox"/>	Umatilla
<input type="checkbox"/>	Clackamas	<input type="checkbox"/>	Grant	<input type="checkbox"/>	Lincoln	<input type="checkbox"/>	Union
<input type="checkbox"/>	Clatsop	<input type="checkbox"/>	Harney	<input type="checkbox"/>	Malheur	<input type="checkbox"/>	Wallowa
<input type="checkbox"/>	Columbia	<input type="checkbox"/>	Hood River	<input type="checkbox"/>	Marion	<input type="checkbox"/>	Wasco
<input type="checkbox"/>	Coos	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Morrow	<input type="checkbox"/>	Washington
<input type="checkbox"/>	Crook	<input type="checkbox"/>	Jefferson	<input type="checkbox"/>	Multnomah	<input type="checkbox"/>	Wheeler
<input type="checkbox"/>	Curry	<input type="checkbox"/>	Josephine	<input type="checkbox"/>	Polk	<input type="checkbox"/>	Yamhill
<input type="checkbox"/>	Deschutes	<input type="checkbox"/>	Klamath	<input type="checkbox"/>	Sherman	<input type="checkbox"/>	

Tribes served (Please check all that apply)			
<input type="checkbox"/>	Burns Paiute	<input type="checkbox"/>	Confederated Tribes of Warm Springs
<input type="checkbox"/>	Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians	<input type="checkbox"/>	Cow Creek Band of Umpqua Indians
<input type="checkbox"/>	Confederated Tribes of Grand Ronde	<input type="checkbox"/>	Coquille Indian Tribe
<input type="checkbox"/>	Confederated Tribes of Siletz	<input type="checkbox"/>	Klamath Tribes
<input type="checkbox"/>	Confederated Tribes of Umatilla Reservation	<input type="checkbox"/>	

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: WES HARE
CITY MANAGER**

SUBJECT: 2021-2022 CITY COUNCIL GOALS AND WORK PLAN

Issue:

In April 2021 the City Council adopted Resolution R2021-3168 outlining Short-Term Goals, Long-Term Goals, and a Work Plan for 2021 and 2022. Mayor Clark has provided an updated report, which is attached. Staff has added the following progress report.

Short Term Goals

- Parks Master Plan – This is complete except for the final adoption by the City Council which is scheduled for February. We are working on creating a scope of services and budget number to update the Parks SDC methodology in FY 22/23.
- Water Rate Structure Study - Water rate study is on hold until we complete the long-term goal of the water master plan update.
- Emergency Preparedness Update – On hold pending direction from the City Council or City Manager on how robust of a program we want to have.
- City Ordinance Codification – a Request for Proposals (RFP) has been drafted and should be released in the near future.

Long Term Goals

- Sidewalk Gap and Repair Program – A map of areas without sidewalks has been created. We are waiting on a recommendation from the TBP Committee on priority areas to establish funding needs.
- Water Master Plan Update – Need to determine if this is necessary since the bulk of the remaining CIP is watermain replacements. I'm not sure it makes sense to spend money on this update but can certainly initiate one if it is deemed necessary.
- Watermain Replacements – Ongoing annually. We were able to increase the funding for replacements this fiscal year due to CRSSA funds being used to fund the major portion (\$700,000) of the Meadows Well Filter Plant project.

Work Plan for 2021-2022

- Community Diversity Engagement – The Committee has been formed and the first meeting was held on January 26, 2022. The next meeting will be on March 1, 2022 and then each month thereafter on the first Tuesday at 6:00 p.m.

- Roadway Markings – We will be adding reflective markers to Chemawa Road, Cherry Avenue, Keizer Station Boulevard, Ulali Drive and Verda Lane before next fall. These are the arterial streets that did not get the reflective markers originally.
- Street lights – map of areas without street lights has been created.

February 7, 2022

TO: Keizer City Council Members, City Manager and Staff members

FROM: Mayor Cathy Clark

RE: Work Plan Update

Over the last several years, Council Goals have grown to include programs and projects that are led by the Council. The City Council established of a separate Work Plan in conjunction with Council Goals to assist in carrying out efforts that needed to be led by Council.

The Council adopted the following Work Plan for the 2021-2022 biennium. Below is an update on our progress in 2021. Most projects are either done or will be done by this month. Some, like the economic recovery and community diversity engagement, will lead to further work. In addition, other work aligned with these plans has also been accomplished, such as supporting the Latino Action Committee scholarship program and video and media options for outreach and community engagement (K23 TV). Finally, planning for celebrating Keizer's 40th will be a separate project for City Council and the community.

Future work plans will continue to evolve and improve city services, operations, emergency management and preparedness, and city asset utilization.

The Council and Staff have worked tirelessly to conduct the business of the city through unforeseen circumstances of the last year and ensure the work is done to benefit all the people of Keizer, both short term and long term.

I look forward to working with you all as we complete our tasks for 2022 and plan for successful years ahead for all of Keizer.

Project: Parks Master Plan and parks projects - community outreach and input
Lead: Smith, Herrera in partnership with the Parks Board
Status: **DONE:** Public Hearing concludes Feb. 7, 2022 followed by City Council adoption

Project: Community Diversity Engagement
Lead: Herrera, Smith, Reid
Status: **DONE** (*note: future action recommendations will be in next Work Plan*)

- Youth involvement plan and youth recognition: **established – Keizer Youth Volunteer of the Quarter, Keizer Chamber Dennis Koho Future First Citizen**
- Develop a scorecard, Committee Review, community multicultural events, and City Mission Statement Update, other items – **work sessions held, CDEC Objectives defined and adopted**

- CDEC - ***Established, members appointed, first meeting held January 2022.***

Project: Council Rules and Procedures: update and align with new city charter

Lead: Kohler, Smith, Reid

Status: **DONE**; additional minor adjustments coming in February 2022 (note: this is a living document)

Project: Volunteer Committee Training

Lead: Kohler in partnership with the City Records Office

Status: In progress; Chair training underway with Committee Member training to follow

Project: Recruit and Hire Permanent City Manager

Lead: Mayor and City Council with assistance from Interim City Manager, City Attorney and Human Resources

Status: In progress. Prothman Company hired as recruitment firm. Applications received, screened, and finalists selected. Interviews being scheduled for February 2022.

Project: Housing disparity and barriers to home ownership in Keizer

Lead: Clark, Smith, Juran

Status: work to begin April 2022; already in progress are HB 2001 updates to Development Code (Planning Department and Planning Commission) and DLCD rulemaking for Development Code restrictions through climate objectives

Other topics to address:

- Broadband and internet access – ***held work session; Comcast programs available***
- Street lights – information on service gaps and completing the system – ***TBD***
- Sustainability/climate smart strategies – ongoing - ***HB 2001, DLCD rulemaking, Wheatland Rd Multimodal Corridor***
- Roadway markings – Public Works – ***will add through pavement maintenance program***
- Economic recovery and development; partnerships with economic organizations and services – ***in progress; ARPA funding – Long Range Planning Task Force***

- 1 ○ **Water Main Replacements**
- 2 • **Transportation System Plan Update**
- 3 ○ **Grant Cycle Funding**
- 4 • **UGB Studies**
- 5 • **River Cherry Overlay District**
- 6 ○ **Funding Opportunities to Spur Development and Redevelopment**

7 **BE IT FURTHER RESOLVED** that the City Council of the City of Keizer does
8 **hereby adopt the following Work Plan for 2021-2022:**

- 9 • **Parks Master Plan Update and Parks Projects**
- 10 ○ **Community Outreach**
- 11 • **Community Diversity Engagement**
- 12 • **Council Rules and Procedures Update**
- 13 • **Volunteer Committee Training**
- 14 • **Recruit and Hire Permanent City Manager**
- 15 • **Housing Disparity and Barriers to Home Ownership in Keizer**

16 **BE IT FURTHER RESOLVED** by the City Council of the City of Keizer that if time
17 **allows additional items that may be considered as part of the Work Plan for**
18 **2021-2022 are as follows:**

- 19 • **Broadband and Internet Access**
- 20 • **Street Lights – Service Gaps and Completing the System**
- 21 • **Sustainability/Climate Smart Strategies**
- 22 • **Roadway Markings**
- 23 • **Post COVID Economic Recovery and Development**

24 **BE IT FURTHER RESOLVED** that the Mayor shall appoint the lead Councilors
25 **for each Work Plan at a regular meeting;**

1 **BE IT FURTHER RESOLVED that this Resolution shall take effect immediately**

2 **upon the date of its passage.**

3 **PASSED this** 19th **day of** April **, 2021.**

4
5 **SIGNED this** 19th **day of** April **, 2021.**

6
7
8 *Cathy Clark*
9 **Mayor**
10 *[Signature]*
11 **City Recorder**

COUNCIL MEETING: February 7, 2022

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: R. WES HARE
INTERIM CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

SUBJECT: MAYOR REQUEST FOR ELECTRONIC MEETING PARTICIPATION

ISSUE:

Mayor Cathy Clark has indicated she will likely be out of town for the Tuesday, February 22, 2022 City Council meeting. In addition, Council President Elizabeth Smith will be absent from this meeting. Mayor Clark has requested to participate in the City Council meeting via electronic means. Currently, Section 3.10 of the City Council Rules of Procedure state:

Telephonic, video or internet ("electronic") attendance does not ensure that all comments, testimony, discussions, staff information and deliberations are available fully and equally. Therefore, unless allowed as set forth in these rules, methods of attendance other than personal onsite attendance shall not be considered "in attendance" and a Council member may not vote unless physically present at the meeting.

This provision is automatically waived at any time a federal, state or local emergency declaration affecting all or a part of the City is in effect. Council members shall notify the City Recorder if they will appear in person or electronically. In such case, no quorum is required to be physically present so long as the required quorum is physically and/or virtually present.

In the event of a virtual meeting as allowed under Sections 3.4 or 3.5, no quorum is required to be physically present so long as the required quorum is physically and/or virtually present.

In addition, this provision is waived if two-thirds of the Council members present deem it important that a Council member appear electronically. A quorum must be physically present. A motion to suspend the rules is not required.

The last paragraph allows remote attendance upon the approval of two-thirds of the Council members present.

RECOMMENDATION:

It is recommended that if the City Council wishes to grant Mayor Clark's request to appear electronically at the February 22, 2022 meeting, a motion to that effect is made.

CITY COUNCIL MEETING: February 7, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: R. WES HARE
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

**SUBJECT: OPEN PLAY AREA IRRIGATION AND SEEDING PROJECT
AT KEIZER RAPIDS**

DATE: January 24, 2022

BACKGROUND:

Staff solicited bids through the formal bidding process for improvements to a portion of Keizer Rapids Park. The improvements consists of preparing approximately 8 acres of the existing ground, and seeding the area including the design and installation of an irrigation system. This area of the park will be used as an open play area as identified in the Parks Master Plan. It is located in the area off the boat ramp parking lot near the river.

A total of 7 bids were received, that ranged from a high bid of \$259,544.00 to a low bid of \$130,251.00. The lowest bid was received from Abiqua Landscape Maintenance 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, **Abiqua Landscape Maintenance LLC** in the amount of **\$130,251.00** for the Open Play Area Irrigation and Seeding Project at Keizer Rapids Park.

Please contact me with any questions or concerns.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022-_____
4

5
6 AUTHORIZING THE CITY MANAGER TO AWARD AND
7 ENTER INTO AN AGREEMENT WITH ABIQUA LANDSCAPE
8 MAINTENANCE LLC FOR OPEN PLAY AREA IRRIGATION
9 AND SEEDING PROJECT AT KEIZER RAPIDS PROJECT
10

11
12 WHEREAS, the City issued a request for bids and seven bids for this project were
13 received. Abiqua Landscape Maintenance LLC, was the low bid for a total amount of
14 \$130,251.00;

15 WHEREAS, funds available to complete this project are in the 2021/22 Parks Services
16 Fund and the 2021/22 Parks Improvement Fund;

17 WHEREAS, a notice of intent to award the bid was sent to the bidders on January 21,
18 2022;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is
21 hereby authorized to award the contract to and enter into the attached agreement with Abiqua
22 Landscape Maintenance LLC, for a total cost of \$130,251.00 for the open play area irrigation
23 and seeding project at Keizer Rapids. Funding for this project is from the 2021/2022 Parks
24 Services Fund and 2021/2022 Parks Improvement Fund.
25
26
27

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

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8

9

Mayor

10

11

12

City Recorder

CONTRACT
FOR
OPEN PLAY AREA IRRIGATION AND SEEDING PROJECT

THIS AGREEMENT, made this ___ day of _____, 2022, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Abiqua Landscape Maintenance LLC, an Oregon Limited Liability Company, 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" (Scope of Services) attached hereto and by this reference incorporated herein.
2. **TIME OF COMPLETION.** The Contractor shall complete all aspects of the project no later than May 15, 2022. This Contract terminates on May 31, 2022.
3. **BONDS.** Payment Bonds and Performance Bonds are required of Contractor at Contractor's own expense. Such bonds shall be issued by a surety licensed in the State of Oregon and must be acceptable to Owner. The bonds must equal the sum of the contract price.

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 One Hundred Thirty Thousand, Two Hundred Fifty-One Dollars (\$130,251.00). See Exhibit "B" (Proposed Bid) attached hereto and by this reference incorporated herein.
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. Acceptance of the Change Order 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:

James Krelloff
 Abiqua Landscape Maintenance LLC
 4434 Indian Earth Ave NE
 Salem, OR 97305

- 10. LICENSES AND PERMITS. Except for the DEQ 1200-C Permit, the 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 and permits 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 "July 1, 2021 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 and the surety of its payment and/or performance bond, 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.

- c. The Owner may require the surety on the Contractor's bond to take control of the work at once and see to it that all of the deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon instructions from the Owner to do so or based upon the surety's choice, all provisions of the Contract documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

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, Contractor 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

ABIQUA LANDSCAPE MAINTENANCE LLC

By: _____
 _____,
 City Manager

By: _____
 James Kreloff,
 Member

APPROVED AS TO FORM:

 Keizer City Attorney

Exhibit A
Keizer Rapids Park
Open Play Area Irrigation and Seeding Project

The project involves preparing the existing ground for planting grass, design and installation of an irrigation system. Contractor will be responsible to provide all erosion and sediment control measures as required by the DEQ 1200-C permit obtained by the City and shown on the attached plan. City will provide a CESL certified inspector for the project.

Project is to be bid with the following schedules;

Schedule A: Level and Grade to include;

- Spraying of the area with roundup 2% prior to starting grading activities, typically 2 to 4 weeks prior to grading activities.
- Chisel plow followed by disc plow to break up the surface crust and clods. Till if needed to achieve proper texture for uniform grading. Provide uniform grading of the site with limited cut and fill using the existing contours.
- Back drag site using leveling implement.
- Roll site using weighted water roller.

Final surface to be uniform but not of sports field quality. No soils amendments or topsoil to be provided unless city staff determines a need during the project.

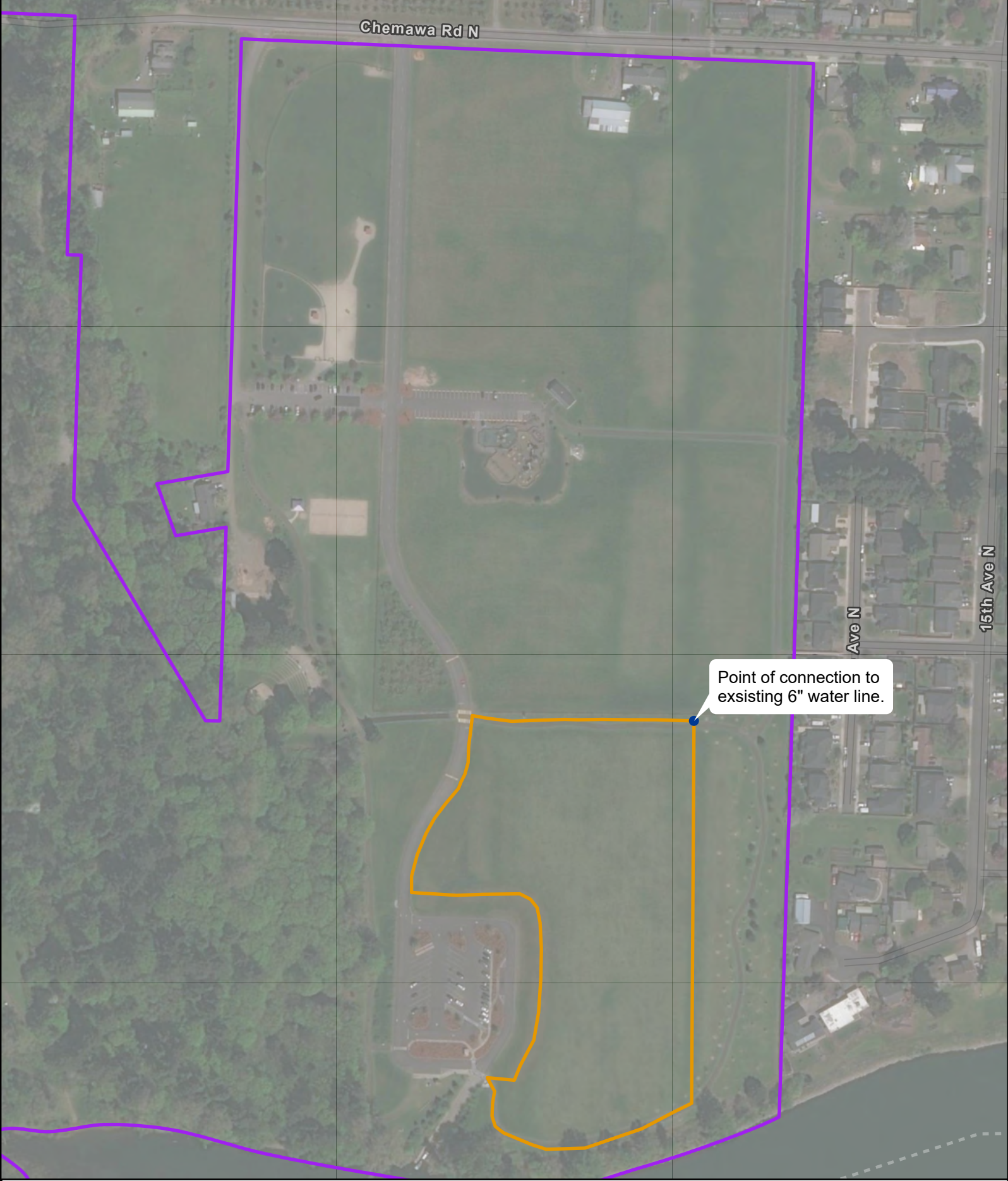
Schedule B: Irrigation System to include;

- Provide and install 4-inch mainline off of existing 6-inch connection point as shown on the site plan.
- All piping to be schedule 40 pvc or greater.
- All materials to be commercial grade quality.
- All trenches to be compacted to prevent settlement.
- System to be designed to provide 85% to 100% overlap coverage of site.
- Sprinkler heads to be 6504 Rainbird Falcon set on 1-inch schedule 80 swing joints.
- Zone valves to be 200PEB Rainbird 2 inch inlet plastic industrial irrigation valve.
- Valves to be assembled with schedule 80 nipples.
- Provide and install solar Hunter 12 station XC Hybrid clock mounted on 4x4 post in a location to be determined by the contractor and the city.
- Contractor to provide a one-year warranty for the entire irrigation system from the date of final acceptance against defects in materials and workmanship.

Schedule C: Hydro-Seeding;

- Contractor to hydro-seed the entire approximately 8-acre area with ryegrass blend at a rate of 8 lbs. per 1,000 square feet.
- Provide and place fertilizer (22-16-8 with 50% slow release) at a rate of 400 lbs. per acre.
- Provide and place wood mulch and tackifier at a rate of 1,500 lbs. per acre.

All work to be completed by May 15th, 2022.

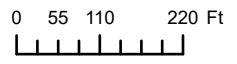


Keizer Rapids Park: Site Plan

Created: December 2021
 This product is provided as is, without warranty. Under no circumstances is the City of Keizer liable for damages from the use or misuse of this product. This product is subject to license and copyright limitations. Distribution, sale and/or resale is prohibited. This product is not intended to be used for navigation or navigational purposes. Inquiries regarding this product and/or its applicability or uses may be directed to GISINFO@Keizer.org.

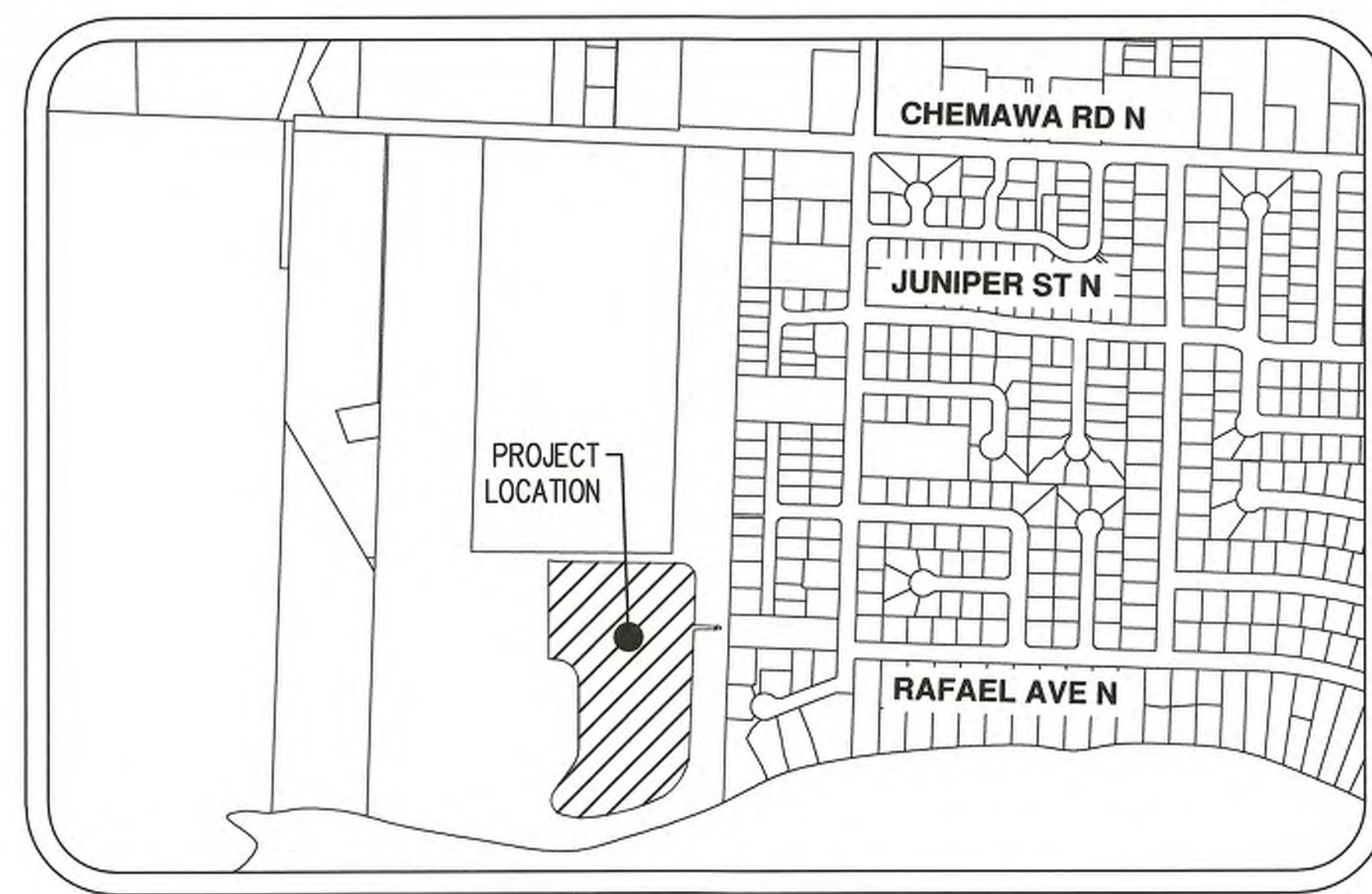


- Keizer Parks
- Work Site



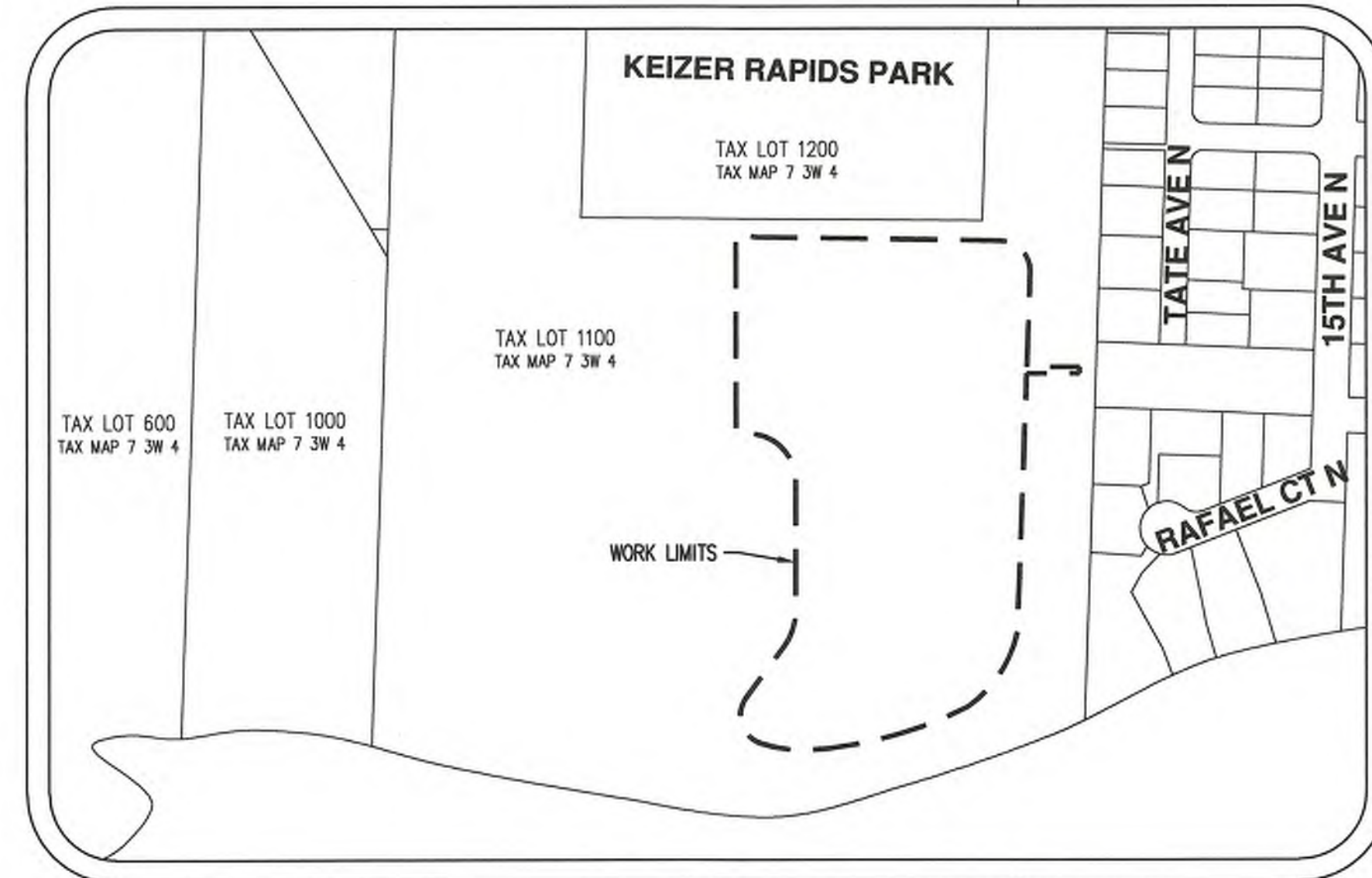
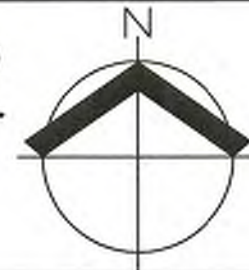
KEIZER RAPIDS PARK

1200C EROSION AND SEDIMENT CONTROL PLAN



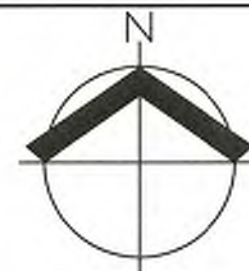
VICINITY MAP

1"=500'



SITE MAP

1"=250'



SHEET INDEX

- C050 EROSION AND SEDIMENT CONTROL COVER SHEET
- C051 CLEARING, EXISTING AERIAL, AND TRENCHING ESCP
- C052 FINAL STABILIZATION ESCP
- C053 EROSION AND SEDIMENT CONTROL DETAILS



DEVELOPER/APPLICANT

CITY OF KEIZER
CONTACT: BILL LAWYER
930 CHEMAWA ROAD NE
KEIZER, OR 97303
PH: 503-390-3700

CIVIL ENGINEERING FIRM

AKS ENGINEERING & FORESTRY, LLC.
CONTACT: RICHARD WALKER, PE
3700 RIVER ROAD N, SUITE 1
KEIZER, OR 97303
PH: 503-400-6028

PROJECT LOCATION

1900 CHEMAWA ROAD N
KEIZER, OR 97303
LAT: 44.99198 N
LONG: 123.05373 W

PROPERTY DESCRIPTION

TAX LOT 1100, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, KEIZER, MARION COUNTY, OREGON.

NARRATIVE DESCRIPTIONS

EXISTING SITE CONDITIONS

- * GRASS FIELD IN EXISTING PUBLIC PARK
- * EXISTING STRUCTURES TO BE DEMOLISHED: NONE

DEVELOPED CONDITIONS

- * GRASS FIELD WITH IRRIGATION SYSTEM

NATURE OF CONSTRUCTION ACTIVITY AND TIMETABLE FOR MAJOR ACTIVITIES

- * CLEARING (FEBRUARY 2022)
- * MASS GRADING [EXCAVATION AND FILL] (N/A)
- * PLANNED STOP DATES (NONE)
- * INSTALLATION OF UTILITIES (FEBRUARY 2022)
- * STREET CONSTRUCTION (N/A)
- * VERTICAL CONSTRUCTION (N/A)
- * FINAL LANDSCAPE & SITE STABILIZATION (MAY 2022)
- * END OF CONSTRUCTION ACTIVITIES/REMOVAL (MAY 2022)

- TOTAL SITE AREA = 357,548 SF = 8.21 ACRES
- TOTAL DISTURBED AREA = 358,945 SF = 8.24 ACRES

SITE SOIL CLASSIFICATION:

Nw - NEWBERG SILT LOAM
Nu - NEWBERG FINE SANDY LOAM

RECEIVING WATER BODIES:

WILLAMETTE RIVER

PERMITTEE'S SITE INSPECTOR: MATT REYES

COMPANY/AGENCY: CITY OF KEIZER
PHONE: 503-856-3558
E-MAIL: REYESM@KEIZER.ORG
CESCL#: CWT18-1255

RATIONALE STATEMENT

A COMPREHENSIVE LIST OF AVAILABLE BEST MANAGEMENT PRACTICES (BMP) OPTIONS BASED ON DEQ'S GUIDANCE MANUAL HAS BEEN REVIEWED TO COMPLETE THIS EROSION AND SEDIMENT CONTROL PLAN. SOME OF THE ABOVE LISTED BMP'S WERE NOT CHOSEN BECAUSE THEY WERE DETERMINED TO NOT EFFECTIVELY MANAGE EROSION PREVENTION AND SEDIMENT CONTROL FOR THIS PROJECT BASED ON SPECIFIC SITE CONDITIONS, INCLUDING SOIL CONDITIONS TOPOGRAPHIC CONSTRAINTS, ACCESSIBILITY TO THE SITE, AND OTHER RELATED CONDITIONS, AS THE PROJECT PROGRESSES AND THERE IS A NEED TO REVISE THE ESC PLAN, AN ACTION PLAN WILL BE SUBMITTED.

ATTENTION EXCAVATORS:

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 503-232-1987. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO BUSINESS DAYS BUT NOT MORE THAN TEN BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 503-246-6699.

STANDARD EROSION AND SEDIMENT CONTROL PLAN DRAWING NOTES:

1. INCLUDE A LIST OF ALL PERSONNEL (BY NAME AND POSITION) THAT ARE RESPONSIBLE FOR THE DESIGN, INSTALLATION AND MAINTENANCE OF STORMWATER CONTROL MEASURES (E.G. ESCP DEVELOPER, BMP INSTALLER (SEE SECTION 4.10), AS WELL AS THEIR INDIVIDUAL RESPONSIBILITIES. (SECTION 4.4.C.I)
2. VISUAL MONITORING INSPECTION REPORTS MUST BE MADE IN ACCORDANCE WITH DEQ 1200-C PERMIT REQUIREMENTS. (SECTION 6.5.)
3. INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200-C PERMIT REQUIREMENTS. (SECTION 6.5.Q)
4. RETAIN A COPY OF THE ESCP AND ALL REVISIONS ON SITE AND MAKE IT AVAILABLE ON REQUEST TO DEQ, AGENT, OR THE LOCAL MUNICIPALITY. (SECTION 4.7)
5. THE PERMIT REGISTRANT MUST IMPLEMENT THE ESCP. FAILURE TO IMPLEMENT ANY OF THE CONTROL MEASURES OR PRACTICES DESCRIBED IN THE ESCP IS A VIOLATION OF THE PERMIT. (SECTIONS 4 AND 4.11)
6. THE ESCP MUST BE ACCURATE AND REFLECT SITE CONDITIONS. (SECTION 4.8)
7. SUBMISSION OF ALL ESCP REVISIONS IS NOT REQUIRED. SUBMITTAL OF THE ESCP REVISIONS IS ONLY UNDER SPECIFIC CONDITIONS. SUBMIT ALL NECESSARY REVISION TO DEQ OR AGENT WITHIN 10 DAYS. (SECTION 4.9)
8. SEQUENCE CLEARING AND GRADING TO THE MAXIMUM EXTENT PRACTICAL TO PREVENT EXPOSED INACTIVE AREAS FROM BECOMING A SOURCE OF EROSION. (SECTION 2.2.2)
9. CREATE SMOOTH SURFACES BETWEEN SOIL SURFACE AND EROSION AND SEDIMENT CONTROLS TO PREVENT STORMWATER FROM BYPASSING CONTROLS AND PONDING. (SECTION 2.2.3)
10. IDENTIFY, MARK, AND PROTECT (BY CONSTRUCTION FENCING OR OTHER MEANS) CRITICAL RIPARIAN AREAS AND VEGETATION INCLUDING IMPORTANT TREES AND ASSOCIATED ROOTING ZONES, AND VEGETATION AREAS TO BE PRESERVED. IDENTIFY VEGETATIVE BUFFER ZONES BETWEEN THE SITE AND SENSITIVE AREAS (E.G., WETLANDS), AND OTHER AREAS TO BE PRESERVED, ESPECIALLY IN PERIMETER AREAS. (SECTION 2.2.1)
11. PRESERVE EXISTING VEGETATION WHEN PRACTICAL AND RE-VEGETATE OPEN AREAS. RE-VEGETATE OPEN AREAS WHEN PRACTICABLE BEFORE AND AFTER GRADING OR CONSTRUCTION. IDENTIFY THE TYPE OF VEGETATIVE SEED MIX USED. (SECTION 2.2.5)
12. MAINTAIN AND DELINEATE ANY EXISTING NATURAL BUFFER WITHIN THE 50-FOOT OF WATERS OF THE STATE. (SECTION 2.2.4)
13. INSTALL PERIMETER SEDIMENT CONTROL, INCLUDING STORM DRAIN INLET PROTECTION AS WELL AS ALL SEDIMENT BASINS, TRAPS, AND BARRIERS PRIOR TO LAND DISTURBANCE. (SECTION 2.1.3)
14. CONTROL BOTH PEAK FLOW RATES AND TOTAL STORMWATER VOLUME, TO MINIMIZE EROSION AT OUTLETS AND DOWNSTREAM CHANNELS AND STREAMBANKS. (SECTION 2.1.1 AND 2.2.16)
15. CONTROL SEDIMENT AS NEEDED ALONG THE SITE PERIMETER AND AT ALL OPERATIONAL INTERNAL STORM DRAIN INLETS AT ALL TIMES DURING CONSTRUCTION, BOTH INTERNALLY AND AT THE SITE BOUNDARY. (SECTION 2.2.6 AND 2.2.13)
16. ESTABLISH CONCRETE TRUCK AND OTHER CONCRETE EQUIPMENT WASHOUT AREAS BEFORE BEGINNING CONCRETE WORK. (SECTION 2.2.14)
17. APPLY TEMPORARY AND/OR PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS AS GRADING PROGRESSES. TEMPORARY OR PERMANENT STABILIZATION MEASURES ARE NOT REQUIRED FOR AREAS THAT ARE INTENDED TO BE LEFT UNVEGETATED, SUCH AS DIRT ACCESS ROADS OR UTILITY POLE PADS. (SECTIONS 2.2.20 AND 2.2.21)
18. ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS. (SECTION 2.3.7)
19. KEEP WASTE CONTAINER LIDS CLOSED WHEN NOT IN USE AND CLOSE LIDS AT THE END OF THE BUSINESS DAY FOR THOSE CONTAINERS THAT ARE ACTIVELY USED THROUGHOUT THE DAY. FOR WASTE CONTAINERS THAT DO NOT HAVE LIDS, PROVIDE EITHER (1) COVER (E.G., AT TARP, PLASTIC SHEETING, TEMPORARY ROOF) TO PREVENT EXPOSURE OF WASTES TO PRECIPITATION, OR (2) A SIMILARLY EFFECTIVE MEANS DESIGNED TO PREVENT THE DISCHARGE OF POLLUTANTS (E.G. SECONDARY CONTAINMENT). (SECTION 2.3.7)
20. PREVENT TRACKING OF SEDIMENT ONTO PUBLIC OR PRIVATE ROADS USING BMP'S SUCH AS: CONSTRUCTION ENTRANCE, GRAVELED (OR PAVED) EXITS AND PARKING AREAS, GRAVEL ALL UNPAVED ROADS LOCATED ONSITE, OR USE AN EXIT TIRE WASH. THESE BMP'S MUST BE IN PLACE PRIOR TO LAND-DISTURBING ACTIVITIES. (SECTION 2.2.7)
21. WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER USE WATER-TIGHT TRUCKS OR DRAIN LOADS ON SITE. (SECTION 2.2.7.F)
22. CONTROL PROHIBITED DISCHARGES FROM LEAVING THE CONSTRUCTION SITE, I.E., CONCRETE WASH-OUT, WASTEWATER FROM CLEANOUT OF STUCCO, PAINT AND CURING COMPOUNDS. (SECTION 1.5 AND 2.3.9)
23. ENSURE THAT STEEP SLOPE AREAS WHERE CONSTRUCTION ACTIVITIES ARE NOT OCCURRING ARE NOT DISTURBED. (SECTION 2.2.10)
24. PREVENT SOIL COMPACTION IN AREAS WHERE POST-CONSTRUCTION INFILTRATION FACILITIES ARE TO BE INSTALLED. (SECTION 2.2.12)
25. USE BMP'S TO PREVENT OR MINIMIZE STORMWATER EXPOSURE TO POLLUTANTS FROM SPILLS, VEHICLE AND EQUIPMENT FUELS, MAINTENANCE, AND STORAGE; OTHER CLEANING AND MAINTENANCE ACTIVITIES; AND WASTE HANDLING ACTIVITIES. THESE POLLUTANTS INCLUDE FUEL, HYDRAULIC FLUID, AND OTHER OILS FROM VEHICLES AND MACHINERY, AS WELL AS DEBRIS, FERTILIZER, PESTICIDES AND HERBICIDES, PAINTS, SOLVENTS, CURING COMPOUNDS, AND ADHESIVES FROM CONSTRUCTION OPERATIONS. (SECTION 2.2.15 AND 2.3)
26. PROVIDE PLANS FOR SEDIMENTATION BASINS THAT HAVE BEEN DESIGNED PER SECTION 2.2.17 AND STAMPED BY AN OREGON PROFESSIONAL ENGINEER. (SEE SECTION 2.2.17.A)
27. IF ENGINEERED SOILS ARE USED ON SITE, A SEDIMENTATION BASIN/IMPONDEMENT MUST BE INSTALLED. (SEE SECTIONS 2.2.17 AND 2.2.18)
28. PROVIDE A DEWATERING PLAN FOR ACCUMULATED WATER FROM PRECIPITATION AND UNCONTAMINATED GROUNDWATER SEEPAGE DUE TO SHALLOW EXCAVATION ACTIVITIES. (SEE SECTION 2.4)
29. IMPLEMENT THE FOLLOWING BMP'S WHEN APPLICABLE: WRITTEN SPILL PREVENTION AND RESPONSE PROCEDURES, EMPLOYEE TRAINING ON SPILL PREVENTION AND PROPER DISPOSAL PROCEDURES, SPILL KITS IN ALL VEHICLES, REGULAR MAINTENANCE SCHEDULE FOR VEHICLES AND MACHINERY, MATERIAL DELIVERY AND STORAGE CONTROLS, TRAINING AND SIGNAGE, AND COVERED STORAGE AREAS FOR WASTE AND SUPPLIES. (SECTION 2.3)
30. USE WATER, SOIL-BINDING AGENT, OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL. (SECTION 2.2.9)
31. THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS TO MINIMIZE NUTRIENT RELEASES TO SURFACE WATERS. EXERCISE CAUTION WHEN USING TIME-RELEASE FERTILIZERS WITHIN ANY WATERWAY RIPARIAN ZONE. (SECTION 2.3.5)
32. IF AN ACTIVE TREATMENT SYSTEM (FOR EXAMPLE, ELECTRO-COAGULATION, FLOCCULATION, FILTRATION, ETC.) FOR SEDIMENT OR OTHER POLLUTANT REMOVAL IS EMPLOYED, SUBMIT AN OPERATION AND MAINTENANCE PLAN (INCLUDING SYSTEM SCHEMATIC, LOCATION OF SYSTEM, LOCATION OF INLET, LOCATION OF DISCHARGE, DISCHARGE DISPERSION DEVICE DESIGN, AND A SAMPLING PLAN AND FREQUENCY) BEFORE OPERATING THE TREATMENT SYSTEM. OBTAIN ENVIRONMENTAL MANAGEMENT PLAN APPROVAL FROM DEQ BEFORE OPERATING THE TREATMENT SYSTEM. OPERATE AND MAINTAIN THE TREATMENT SYSTEM ACCORDING TO MANUFACTURER'S SPECIFICATIONS. (SECTION 1.2.9)
33. TEMPORARILY STABILIZE SOILS AT THE END OF THE SHIFT BEFORE HOLIDAYS AND WEEKENDS, IF NEEDED. THE REGISTRANT IS RESPONSIBLE FOR ENSURING THAT SOILS ARE STABLE DURING RAIN EVENTS AT ALL TIMES OF THE YEAR. (SECTION 2.2)
34. AS NEEDED BASED ON WEATHER CONDITIONS, AT THE END OF EACH WORKDAY SOIL STOCKPILES MUST BE STABILIZED OR COVERED, OR OTHER BMP'S MUST BE IMPLEMENTED TO PREVENT DISCHARGES TO SURFACE WATERS OR CONVEYANCE SYSTEMS LEADING TO SURFACE WATERS. (SECTION 2.2.8)
35. SEDIMENT FENCE: REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL. (SECTION 2.1.5.B)
36. OTHER SEDIMENT BARRIERS (SUCH AS BIOBAGS): REMOVE SEDIMENT BEFORE IT REACHES TWO INCHES DEPTH ABOVE GROUND HEIGHT AND BEFORE BMP REMOVAL. (SECTION 2.1.5.C)
37. CATCH BASINS: CLEAN BEFORE RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT. SEDIMENT BASINS AND SEDIMENT TRAPS: REMOVE TRAPPED SEDIMENTS BEFORE DESIGN CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT AND AT COMPLETION OF PROJECT. (SECTION 2.1.5.D)
38. WITHIN 24 HOURS, SIGNIFICANT SEDIMENT THAT HAS LEFT THE CONSTRUCTION SITE, MUST BE REMEDIATED. INVESTIGATE THE CAUSE OF THE SEDIMENT RELEASE AND IMPLEMENT STEPS TO PREVENT A REOCCURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN-UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DEPARTMENT OF STATE LANDS REQUIRED TIMEFRAME. (SECTION 2.2.19.A)
39. THE INTENTIONAL WASHING OF SEDIMENT INTO STORM SEWERS OR DRAINAGE WAYS MUST NOT OCCUR. VACUUMING OR DRY SWEEPING AND MATERIAL PICKUP MUST BE USED TO CLEANUP RELEASED SEDIMENTS. (SECTION 2.2.19)
40. DOCUMENT ANY PORTION(S) OF THE SITE WHERE LAND DISTURBING ACTIVITIES HAS PERMANENTLY CEASED OR WILL BE TEMPORARILY INACTIVE FOR 14 OR MORE CALENDAR DAYS. (SECTION 6.5.F)
41. PROVIDE TEMPORARY STABILIZATION FOR THAT PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES CEASE FOR 14 DAYS OR MORE WITH A COVERING OF BLOWN STRAW AND A TACKIFIER, LOOSE STRAW, OR AN ADEQUATE COVERING OF COMPOST MULCH UNTIL WORK RESUMES ON THAT PORTION OF THE SITE. (SECTION 2.2.20)
42. DO NOT REMOVE TEMPORARY SEDIMENT CONTROL PRACTICES UNTIL PERMANENT VEGETATION OR OTHER COVER OF EXPOSED AREAS IS ESTABLISHED. ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED, ALL TEMPORARY EROSION CONTROLS AND RETAINED SOILS MUST BE REMOVED AND DISPOSED OF PROPERLY, UNLESS NEEDED FOR LONG TERM USE FOLLOWING TERMINATION OF THE PERMIT COVERAGE. (SECTION 2.2.21)

BMP MATRIX FOR CONSTRUCTION PHASES

REFER TO DEQ GUIDANCE MANUAL FOR A COMPREHENSIVE LIST OF AVAILABLE BMP'S						
CONTRACTOR TO NOTIFY LISTED ENGINEER AND INSPECTOR PRIOR TO INSTALLING ESC MEASURES						
	CLEARING	MASS GRADING	UTILITY INSTALLATION	STREET & SITE CONSTRUCTION	VERTICAL CONSTRUCTION	FINAL VEGETATION & STABILIZATION
EROSION PREVENTION						
PRESERVE NATURAL VEGETATION	X		X			X
GROUND COVER	X		X			X
HYDRAULIC APPLICATIONS						
PLASTIC SHEETING						
MATTING						
STRAW/MULCH COVER						
ROCK COVER						
DUST CONTROL	X		X			X
TEMPORARY/PERMANENT SEEDING			X			X
BUFFER ZONE	X		X			X
OTHER:						
SEDIMENT CONTROL						
SEDIMENT FENCE (PERIMETER)	**/**X		X			
SEDIMENT FENCE (INTERIOR)						
STRAW WATTLES	**X		X			
FILTER BERM						
INLET PROTECTION						
DEWATERING						
SEDIMENT TRAP						
NATURAL BUFFER ENCROACHMENT	*X		*X			*X
COMPOST SOCK/ BERM						
RUN OFF CONTROL						
CONSTRUCTION ENTRANCE	X		X			
PIPE SLOPE DRAIN						
OUTLET PROTECTION						
SURFACE ROUGHENING						
CHECK DAMS						
OTHER:						
POLLUTION PREVENTION						
PROPER SIGNAGE	X		X			X
HAZARDOUS WASTE MANAGEMENT	X		X			X
SPILL KIT ON-SITE	X		X			X
CONCRETE WASHOUT AREA						
OTHER:						

* SIGNIFIES ADDITIONAL BMP'S REQUIRED FOR WORK WITHIN 50' OF WATER OF THE STATE

** SIGNIFIES BMP THAT WILL BE INSTALLED PRIOR TO ANY GROUND DISTURBING ACTIVITY.

*** NOT ANTICIPATED, DEPANDANT ON CONTRACTOR MEANS AND METHODS FOR UTILITY INSTALLATION; PLAN TO BE PROVIDED BY CONTRACTOR

NOTE:

1. THE PERMITTEE IS REQUIRED TO MEET ALL THE CONDITIONS OF THE 1200C PERMIT. THIS ESCP AND GENERAL CONDITIONS HAVE BEEN DEVELOPED TO FACILITATE COMPLIANCE WITH THE 1200C PERMIT REQUIREMENTS. IN CASES OF DISCREPANCIES OR OMISSIONS, THE 1200C PERMIT REQUIREMENTS SUPERCEDE REQUIREMENTS OF THIS PLAN.
2. CONTRACTOR SHALL REFER TO THE 1200C PERMIT SUPPLEMENTAL NARRATIVE UNDER SEPARATE COVER FOR ADDITIONAL REQUIREMENTS OF THE GENERAL PERMIT.

INSPECTION FREQUENCY:

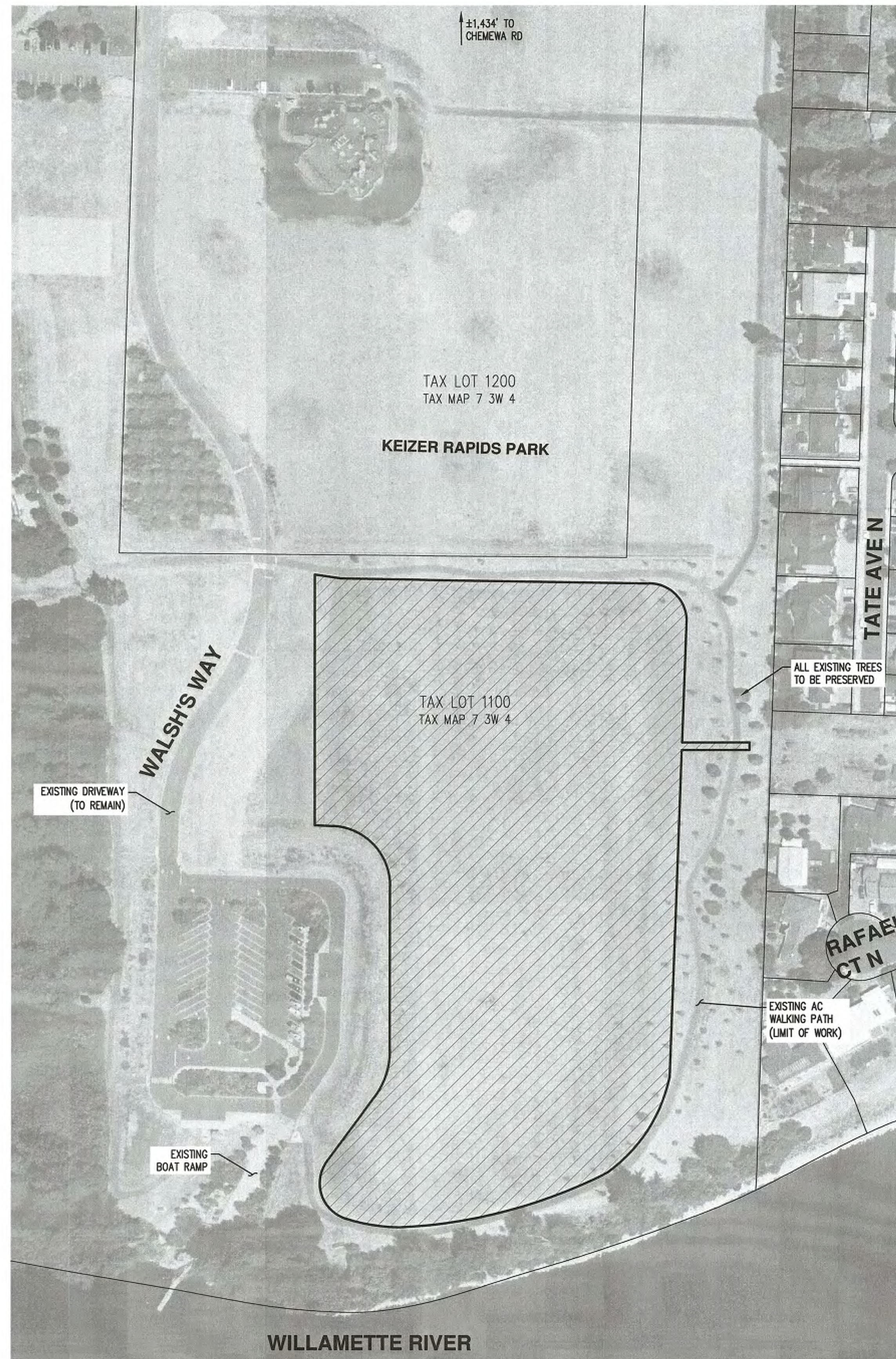
SITE CONDITION	MINIMUM FREQUENCY
1. ACTIVE PERIOD	ON INITIAL DATE THAT LAND DISTURBANCE ACTIVITIES COMMENCE WITHIN 24 HOURS OF ANY STORM EVENT, INCLUDING RUNOFF FROM SNOW MELT, THAT RESULTS IN DISCHARGE FROM THE SITE. AT LEAST ONCE EVERY FOURTEEN (14) DAYS, REGARDLESS OF WHETHER STORMWATER RUNOFF IS OCCURRING.
2. INACTIVE PERIODS GREATER THAN FOURTEEN (14) CONSECUTIVE CALENDAR DAYS.	THE INSPECTOR MAY REDUCE THE FREQUENCY OF INSPECTIONS IN ANY AREA OF THE SITE WHERE THE STABILIZATION STEPS IN SECTION 2.2.20 HAVE BEEN COMPLETED TO TWICE PER MONTH FOR THE FIRST MONTH, NO LESS THAN 14 CALENDAR DAYS APART, THEN ONCE PER MONTH.
3. PERIODS DURING WHICH THE SITE IS INACCESSIBLE DUE TO INCLEMENT WEATHER.	IF SAFE, ACCESSIBLE AND PRACTICAL, INSPECTIONS MUST OCCUR DAILY AT A RELEVANT DISCHARGE POINT OR DOWNSTREAM LOCATION OF THE RECEIVING WATER BODY.
4. PERIODS DURING WHICH CONSTRUCTION ACTIVITIES ARE SUSPENDED AND RUNOFF IS UNLIKELY DUE TO FROZEN CONDITIONS.	VISUAL MONITORING INSPECTIONS MAY BE TEMPORARILY SUSPENDED. IMMEDIATELY RESUME MONITORING UPON THAWING, OR WHEN WEATHER CONDITIONS MAKE DISCHARGES LIKELY.
5. PERIODS DURING WHICH CONSTRUCTION ACTIVITIES ARE CONDUCTED AND RUNOFF IS UNLIKELY DUE TO FROZEN CONDITIONS.	VISUAL MONITORING INSPECTIONS MAY BE REDUCED TO ONCE A MONTH. IMMEDIATELY RESUME MONITORING UPON THAWING, OR WHEN WEATHER CONDITIONS MAKE DISCHARGES LIKELY.



DESIGNED BY: RCW
DRAWN BY: MJM
MANAGED BY: RCW
CHECKED BY: RCW
DATE: 11/17/2021

REVISIONS:

JOB NUMBER: 4353-66
SHEET: C050



LEGEND



FINAL STABILIZATION NOTES:

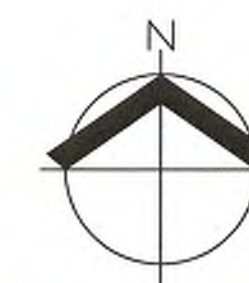
1. CONTRACTOR TO SEED AREA WITH RYEGRASS BLEND OR APPROVED EQUAL AT A RATE OF 8 LBS PER 1,000 SF.
2. PLACE WOOD MULCH AND TACKIFIER AT A RATE OF 1,500 LBS PER ACRE.

EROSION AND SEDIMENT CONTROL BMP IMPLEMENTATION:

1. LONG TERM STABILIZATION SHALL BE GRASS SEED AND SHALL BE IN PLACE OVER ALL EXPOSED SOILS. CONTRACTOR MAY PHASE LONG TERM STABILIZATION MEASURES BASED ON TIMING AND COMPLETION OF FINISH GRADE.
2. ALL TEMPORARY EC MEASURES (I.E. SILT FENCES, WATTLES, INLET PROTECTION) AND POTENTIAL POLLUTANTS (INCLUDING SEDIMENT RETAINED BY THESE MEASURES) SHALL BE REMOVED AND DISPOSED OFFSITE UNLESS OTHERWISE DICTATED BY THE LOCAL JURISDICTION EROSION CONTROL REQUIREMENTS.

NOTE

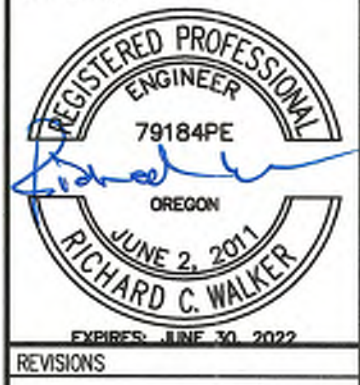
"WET WEATHER" CONSTRUCTION MEASURES NEED TO BE APPLIED BETWEEN OCTOBER 1ST AND MAY 31ST.



SCALE: 1" = 100 FEET

ORIGINAL PAGE SIZE: 22" x 34"

DESIGNED BY: RCW
 DRAWN BY: MJM
 MANAGED BY: RCW
 CHECKED BY: RCW
 DATE: 11/17/2021



REVISIONS

JOB NUMBER
4353-66

SHEET
C052

AKS DRAWING FILE: 4353-66 COVER.DWG | LAYOUT: C053

CONSTRUCTION ENTRANCE NO. EC-201

NOTES:

- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR, AND/OR CLEAN OUT OF ANY MEASURES USED TO CONTAIN SEDIMENT.
- WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
- WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS TO AN APPROVED SEDIMENT TRAP OR SEDIMENT POND. SEE STANDARD PLANS EC-212 AND EC-213.
- WHERE RUNOFF CONTAINING SEDIMENT LADEN WATER IS LEAVING THE SITE VIA THE CONSTRUCTION ENTRANCE, OTHER MEASURES SHALL BE IMPLEMENTED TO DIVERT RUNOFF THROUGH AN APPROVED FILTERING SYSTEM.
- WHEN THE CURB HAS BEEN REMOVED A WOOD CURB RAMP IS NOT NEEDED. ADJUST GRAVEL DEPTH AS NEEDED TO PROVIDE MINIMUM DEPTH SHOWN.

DEVELOPMENT TYPE	DIMENSIONS
SINGLE FAMILY DEVELOPMENTS AND PARTITIONS	1'-3" OPEN GRADED ANGULAR AGGREGATE AND DIMENSIONS EQUAL TO 20' LONG X 20' WIDE X 8" DEEP WITH A RADIUS AT THE STREET EQUAL TO 10' MINIMUM
COMMERCIAL AND DEVELOPMENTS OF 4 OR MORE CONSECUTIVE LOTS	3'-6" OPEN GRADED ANGULAR AGGREGATE AND DIMENSIONS EQUAL TO 50' LONG X 24' WIDE X 8" DEEP AND A RADIUS AT THE STREET EQUAL TO 25' MINIMUM.

ISSUED: 11/12/2021
 REVISIONS:
 DRAWING NOT TO SCALE

CITY OF KEIZER | Public Works Department
 STANDARD DETAILS
 EROSION PREVENTION AND SEDIMENT CONTROL

SEDIMENT FENCE NO. EC-202

NOTES:

- BURY BOTTOM OF FILTER FABRIC 6" VERTICALLY BELOW FINISHED GRADE.
- 2" x 2" FIR, PINE OR STEEL FENCE POSTS. POSTS TO BE INSTALLED ON UPHILL SIDE OF FABRIC AS SHOWN.
- SEDIMENT FENCE SHALL BE CONSTRUCTED OF CONTINUOUS FILTER FABRIC TO MINIMIZE USE OF JOINTS.
- WHEN A JOINT IS REQUIRED, FABRIC SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST WITH A MINIMUM 6" OVERLAP AND BOTH ENDS SECURELY FASTENED TO A POST.
- SEDIMENT FENCE TO BE INSTALLED PARALLEL TO CONTOURS AS MUCH AS POSSIBLE.
- SEDIMENT BARRIERS SHALL BE MAINTAINED UNTIL UPHILL AREA IS PERMANENTLY STABILIZED.
- AT NO TIME SHALL MORE THAN 10" OF SEDIMENT BE ALLOWED TO ACCUMULATE UPHILL OF SEDIMENT FENCES.
- NEW SEDIMENT BARRIERS SHALL BE INSTALLED UPHILL AS REQUIRED TO CONTROL SEDIMENT TRANSPORT.
- SEDIMENT FENCE MUST BE ADEQUATELY SUPPORTED AS REQUIRED TO CONTROL SEDIMENT TRANSPORT.
- FENCE SHALL NOT BE STAPLED TO EXISTING TREES.
- CONTRACTOR SHALL REMOVE SEDIMENT FENCE AND HAUL OFF SITE FOR DISPOSAL UPON PROJECT COMPLETION.

ISSUED: 11/12/2021
 REVISIONS:
 DRAWING NOT TO SCALE

CITY OF KEIZER | Public Works Department
 STANDARD DETAILS
 EROSION PREVENTION AND SEDIMENT CONTROL

FIBER ROLLS - WATTLES NO. EC-207

NOTES:

- NEW WATTLES SHALL BE INSTALLED UPHILL AS REQUIRED TO CONTROL SEDIMENT TRANSPORT.
- WATTLES SHALL BE PLACED AT THE TOP AND THE TOE OF THE SLOPE. SEE TABLE ABOVE FOR ADDITIONAL BARRIER SPACING REQUIREMENTS.
- ADDITIONAL STAKES MAY BE INSTALLED ON DOWNHILL SIDE OF WATTLES DUE TO STEEP SLOPES OR HIGHLY EROSION SOILS.
- WATTLES SHALL BE MAINTAINED UNTIL UPHILL AREA IS PERMANENTLY STABILIZED.
- AT NO TIME SHALL SEDIMENT BE ALLOWED TO ACCUMULATE ABOVE THE TOP OF THE WATTLE.
- CONTRACTOR SHALL REMOVE WATTLE AND HAUL OFF SITE FOR DISPOSAL UPON PROJECT COMPLETION UNLESS OTHERWISE APPROVED BY CITY INSPECTOR.

SLOPE RATIO	MAXIMUM SPACING ON SLOPE BETWEEN WATTLES
10:1 OR FLATTER	300' O.C.
10:1 TO 5:1	100' O.C.
5:1 TO 2:1	25' O.C.
2:1 OR STEEPER	10' O.C.

ISSUED: 11/12/2021
 REVISIONS:
 DRAWING NOT TO SCALE

CITY OF KEIZER | Public Works Department
 STANDARD DETAILS
 EROSION PREVENTION AND SEDIMENT CONTROL

AKS
 AKS ENGINEERING & FORESTRY, LLC
 3700 RIVER RD N, STE 1
 KEIZER, OR 97203
 503.400.6028
 WWW.AKS-ENG.COM
KEIZER RAPIDS PARK
OREGON
 MARION COUNTY TAX MAP 7.3W04
KEIZER
 TAX LOT 1100

EROSION AND SEDIMENT CONTROL DETAILS
 C053

DESIGNED BY: RCW
 DRAWN BY: MJM
 MANAGED BY: RCW
 CHECKED BY: RCW
 DATE: 11/17/2021

REVISIONS:
 JOB NUMBER: 4353-66
 SHEET: C053

EXHIBIT "B"

BID SHEET					
PROJECT: Open Play Area Irrigation and Seeding Project OWNER: CITY OF KEIZER					
ITEM	DESCRIPTION			UNIT PRICE'	AMOUNT
1	Schedule A: Level and Grade to include:				
	Spraying – Roundup 2%				3,400
	Chisel Plow				3,000
	Disc Plow				3,000
	Till (if needed)				2,000
	Back drag using leveling implement				3,000
	Roll using weighted water roller				3,000
	Schedule A Total				17,400
2	Schedule B: Irrigation System to include:				
	Provide and install 4-inch mainline				18,235
	Piping – Schedule 40 PVC or Greater				14,728
	Sprinkler Heads – 6504 Rainbird Falcon on 1-inch Schedule 80 Swing Joints				14,671
	Zone Valves – 200 PEB Rainbird 2 inch inlet plastic industrial irrigation valve				11,895
	Valves to be assembled with Schedule 80 nipples				5,700
	Provide and install solar Hunter 12 station SC Hybrid clock mounted on 4x4 post				6,350
	Schedule B Total				71,578
					71,579
3	Schedule C: Hydro-Seeding:				
	Approximately 8-acre area with ryegrass blend at a rate of 8 lbs per 1,000 square feet				19,250
	Provide and place fertilizer (22-16-8 with 50% slow release) at a rate of 400 lbs per acre				2,772
	Provide and place wood mulch and tackifier at a rate of 1,500 lbs per acre				19,250
	Schedule C Total				39,272
					41,272
TOTAL BID					128,250
					130,251

Company Name: Abigya Landscape Maint. LLC
 Company Address: 4434 Indian Earth AVE NE Salem, OR 97305
 Company Phone #: 971-218-0157
 Company Fax #: 971-218-0157
 Contact Name: James Kreloff
 Email Address: Abigyalandscapemaint@gmail.com



 Signature

James Kreloff

 Printed Name

CITY COUNCIL MEETING: February 7, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: WES HARE
INTERIM CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: WATER MAIN REPLACEMENTS – FY 2021/2022

DATE: January 28, 2022

BACKGROUND:

The Public Works Department solicited bids for the replacement of the steel water mains on Orchard St. N, Joan Dr. N, Chehalis Dr. N and a portion of Newberg Dr. N. This project includes the replacement of approximately 6,305 feet of steel water main with ductile iron water main, new fire hydrants, valves, service updates and all other appurtenances necessary to completely replace the steel water main. Replacement of the steel water mains citywide is identified in the adopted Water Master Plan Update Capital Improvement Program.

A total of seven bids were received and opened on January 25th, 2022 at 2:00pm. The bids ranged from a high of \$1,149,514.00 to a low of \$834,922.40. The lowest responsive bid was submitted by Trench Line Excavation Inc.

FISCAL IMPACT:

Funds for this project are included in the adopted FY 2021/2022 Water Facility Replacement Fund.

RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to enter into a contract with **Trench Line Excavation Inc.** in the amount of \$834,922.40 for the FY 2021/2022 Water Main Replacement project.

Please contact me with any questions or concerns.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022-_____

4
5 AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER
6 INTO AN AGREEMENT WITH TRENCH LINE EXCAVATION
7 INC. FOR WATERLINE REPLACEMENT PROJECT 2022

8
9 WHEREAS, replacement of water mains citywide are identified in the adopted
10 Water Master Plan Update Capital Improvement Program;

11 WHEREAS, the City solicited bids for the replacement of the steel water main on
12 Orchard Street North, Joan Drive North, Chehalis Drive North, and a portion of Newberg
13 Drive North;

14 WHEREAS, seven bids for this project were received and opened. Trench Line
15 Excavation Inc. submitted the low bid for a total amount of \$834,992.40. The City
16 Engineer has reviewed and certified the bids;

17 WHEREAS, a notice of intent to award the bids was sent to the bidders on January
18 31, 2022;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager
21 is hereby authorized to award the contract to, and if no objections are received, enter into
22 an agreement with Trench Line Excavation Inc. for a total of \$834,922.40 to replace the
23 steel water mains on Orchard Street North, Joan Drive North, Chehalis Drive North, and
24 a portion of Newberg Drive North. Funding for this project is from the Water Facility
25 Replacement Fund.

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

12

City Recorder

CITY COUNCIL MEETING: February 7, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: WES HARE
INTERIM CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: 2022 CURB RAMP REPLACEMENT PROJECT

DATE: January 28, 2022

BACKGROUND:

The Public Works Department Streets Division is planning to resurface various streets in the city during the summer of 2022. Requirements of the American with Disabilities Act (ADA) mandate that curb ramps be brought up to current ADA standards as part of, or prior to resurfacing the roadway. Staff determined separating the ADA ramp work from the road resurfacing work would result in a cost savings to the city and plans to have this work done prior to the resurfacing work.

Public Works solicited bids for the project and received 5 bids which were opened on Tuesday January 25th, 2022 at 3:00pm. The bids ranged from a high of \$542,000.00 to a low of \$343,800.00. The lowest bid was deemed not responsible and non-responsive based on the experience listed in their bid proposal. Therefore, staff is recommending the project be awarded to the next lowest bidder which was Gelco Construction Company whose total bid was \$344,325.00.00.

FISCAL IMPACT:

Funding is available in the City Council adopted FY 21-22 Street Fund Capital Outlay Budget.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with **Gelco Construction Company** in the amount of **\$344,325.00** for the 2022 Curb Ramp Replacement Project.

Please contact me if you have questions.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022-_____

4
5
6 AUTHORIZING THE CITY MANAGER TO AWARD AND
7 ENTER INTO AN AGREEMENT WITH GELCO CONSTRUCTION
8 COMPANY FOR UPGRADES TO ADA CURB RAMPS
9

10
11 WHEREAS, the Public Works Department is planning to resurface various streets in the
12 City during the summer of 2022;

13 WHEREAS, the American with Disabilities Act (ADA) requires that curb ramps be
14 brought up to current ADA standards as part of, or prior to resurfacing of the roadway;

15 WHEREAS, bids for the ADA curb ramp portion of the project was solicited;

16 WHEREAS, five bids for this project were received. The low bid was for a total amount
17 of \$343,800.00, but that bid was found not responsible and nonresponsive. The next low bid
18 was submitted by Gelco Construction Company for a total amount of \$344,325.00. The City
19 Engineer has reviewed and certified the bids;

20 WHEREAS, a notice of intent to award the bids was sent to the bidders on January 31,
21 2022;

22 NOW, THEREFORE,

23 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is
24 hereby authorized to award the contract to, and if no objections are received, enter into an
25 agreement with Gelco Construction Company for a total cost of \$344,325.00 for upgrades to
26 ADA curb ramps on various streets in the City. Funding for this project is from the Street Fund.
27

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

Mayor

9

10

City Recorder

11

CITY COUNCIL MEETING: February 7, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: WES HARE
INTERIM CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

**SUBJECT: FUNDING REQUEST FOR WHEATLAND ROAD MULTI MODAL
PROJECT**

DATE: January 31, 2022

BACKGROUND:

Staff was made aware of a potential source of funding through the Oregon Legislature for design and construction of the Wheatland Road Multi Modal Corridor project. The request for this funding needed to be submitted last week to be considered. Staff, with the assistance of the City Engineer's office, completed the application form and submitted it to Representative George on Tuesday January 25th, 2022.

FISCAL IMPACT:

The application submitted indicates a 10% match from the City, which is estimated to be \$1,020,000.00, the total project is estimated to cost \$9,900,000.00. The City's proposed match may include Street Fund revenues or other grant funding sources such as Salem Keizer Area Transportation Study (SKATS), All Roads Transportation Safety (ARTS) or Safe Routes to Schools (SRTS).

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution ratifying the Public Works Director's application for funding from the Oregon Legislature for the Wheatland Road Multi Modal Corridor project.

Please contact me with any questions or concerns.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022-_____

4
5 RATIFYING THE PUBLIC WORKS DIRECTOR
6 APPLICATION FOR 2021-23 CAPITAL FUNDING FOR THE
7 WHEATLAND ROAD NORTH FROM RIVER ROAD TO
8 JAYS DRIVE PROJECT
9

10 WHEREAS, Mayor Clark requested that staff submit the project information to
11 Representative Jessica George to be considered for funding of the Wheatland Road
12 Project;

13 WHEREAS, the request had a deadline of January 25, 2022;

14 WHEREAS, Wheatland Road serves as a major north-south arterial and is
15 substandard with accessibility limited;

16 WHEREAS, the City of Keizer estimates that the costs for the project is
17 \$9,900,000 and is requested 90% of the costs (\$8,880,000);

18 WHEREAS, the City of Keizer's match will be approximately 10% of the total
19 project cost (\$1,020,000);

20 WHEREAS, the Public Works Director has submitted the request because the
21 deadline for submitting the request was January 25, 2022;

22 WHEREAS, the authority to submit a grant request must be authorized by the
23 City Council;

24 NOW, THEREFORE,
25

1 BE IT RESOLVED by the City Council of the City of Keizer that the submittal of
2 the grant request by the Public Works Director is ratified.

3 BE IT FURTHER RESOLVED that should local match be required, such funds
4 are authorized from other grants, the Street Fund, and/or any fund as determined by
5 Council.

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

8 PASSED this _____ day of _____, 2022.

9

10 SIGNED this _____ day of _____, 2022.

11

12

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14

15

16

17

Mayor

City Recorder



MINUTES
KEIZER CITY COUNCIL
VIRTUAL WORK SESSION
Monday, January 10, 2022
Keizer, Oregon

**CALL TO
ORDER**

Mayor Clark called the work 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 (6:30)
Kyle Juran, Councilor
Roland Herrera, Councilor
Shaney Starr

Staff Present:

Wes Hare, Interim City Manager
Tim Wood, Finance Director
Shannon Johnson, City Attorney
Bill Lawyer, Public Works Director
Shane Witham, Planning Director
Tracy Davis, City Recorder

DKS Associates: Jenna Bogert and Scott Mansur

AKS Associates: Richard Walker

DISCUSSION

**a. Wheatland
Road Multi
Modal Study**

Public Works Director Bill Lawyer explained that the study was funded through Salem-Keizer Area Transportation Study with a match by the City and the goal of enhancing the traveling experience for all modes of travel.

Scott Mansur then shared a slide presentation reviewing the project purpose, existing and future baseline conditions and feedback received at open houses. He reviewed three design alternatives, noted that Option 3 was recommended, and reviewed various funding options.

Discussion followed with Mr. Lawyer explaining that the Wheatland Road project will be included in the next round of SKATS funding for 2024-2027. He noted that he would find out if formal adoption of the concept plan would enhance funding opportunities and added that the project would likely be built in phases because of the high cost. He is working the AKS and DKS on a phasing plan for construction and logistics.

Consultants then fielded questions and provided clarification regarding pedestrian islands, impact on existing infrastructure, funding and grant opportunities.

ADJOURN

Mayor Clark adjourned the work session at 7:02 p.m.

APPROVED:

MAYOR:

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
Tuesday, January 18, 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
Shane Witham, Planning 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**

Matt Lawyer, Keizer, praised David Loudon of the Parks Advisory Board for his lengthy commitment to the City serving as Chair of the Board. He noted that Tanya Hamilton is the new Chair and David Loudon the Vice Chair. Additionally, the terms of Wayne Frey and Dustin Karstetter expired so the Board welcomed Lisa Cejka and Katie Brady to the Board. New park assignments were made and Robert Johnson updated the Board.

Mr. Lawyer also reported that Claggett Creek Watershed Council has some new members but did not meet in January. The group will be discussing tree planting in Keizer Rapids Park, the City Center clean up and West Keizer Neighborhood Association projects at upcoming meetings.

PUBLIC COMMENT Mayor Clark acknowledged written comments received from Matt Lawyer, Keizer, regarding the summer concert series RFP process and from Charles Anderson, Keizer, regarding problems with parking from McNary High School and asking that the gate be locked. Mayor Clark responded to this noting that locking the gate is a school district decision and Mr. Anderson should contact them.

PUBLIC HEARING

Mayor Clark opened the Public Hearing.

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

Finance Director Tim Wood summarized his staff report.

With no further testimony, Mayor Clark closed the Public Hearing.

Councilor Smith moved that the Keizer City Council adopt a Resolution Authorization for Supplemental Budget – Administrative Services – Retirement Costs. 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)

**ADMINISTRATIVE
ACTION**

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

Interim City Manager Wes Hare noted that both candidates were outstanding. City Attorney Shannon Johnson summarized his staff report. Council questioned if KRA was a registered state business. Richard Walsh indicated that the registration could be renewed before the contract is signed. Questions were fielded regarding financial reporting and references.

Councilor Reid moved that the Keizer City Council adopt a Resolution Authorizing the City Manager to Sign Keizer Rotary Amphitheatre Management Agreement for City Sponsored Concert Series with KRA LLC. Councilor Herrera seconded.

Mayor Clark offered a friendly amendment to remove “In addition, KRA may solicit voluntary donations for other charitable or community causes as an incidental part of the concerts.” from section 3.K. Councilors Reid and Herrera accepted the amendment.

Mayor Clark noted for the record that section 3.P states that even though this is a for profit limited liability corporation, all funds generated by and for this LLC go back into the concert series and into the amphitheater itself.

Mayor Clark clarified that the word ‘their’ in the sentence ‘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.’ Section 3.C referred to the efforts of KRA and not the CITY.

Each Councilor then provided input on the RFP process, KRA registration and articles of incorporation, dissolution of the LLC, partnering with and including a variety of entities and demographics, KRA accounting, and excessive use of volunteer staffing.

Councilor Kohler commended the Keizer Chamber for accepting the decision and allowing this to move forward.

Councilor Herrera offered a friendly amendment that the contract be

reviewed annually. Councilor Reid accepted the amendment.

Shannon Johnson explained that the review could be calendared every year but did not need to be part of the contract and therefore the amendment would not be necessary.

Discussion followed regarding receipt of the final accounting and the termination clause.

Mayor Clark offered a friendly amendment to Section 14 changing September 1 to October 1 and September 30 to October 31. Councilors Reid and Herrera accepted the amendment.

Mr. Johnson reiterated the two friendly amendments.

Vote on amended motion: Motion passed as follows:

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

NAYS: Juran (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

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

Shannon Johnson summarized his staff report. Councilor Reid expressed appreciation for the Commission and their work noting that the group is creative, inclusive and efficient and their ambition is to get things done and beautify the community, which is reflected in the Master Plan.

Councilor Smith moved that the Keizer City Council approve a Resolution Adopting the Master Plan for Keizer Public Arts Commission. 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)

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

Finance Director Tim Wood summarized his staff report. Public Works Director Bill Lawyer provided additional information about the minerals in the current water supply and how this filter will reduce those.

Councilor Starr recused herself for potential conflict of interest because she works at CASA.

Councilor Smith moved that the Keizer City Council approve a Resolution Authorizing Finance Director to Sign Coronavirus State Fiscal Recovery Fund Grant Agreement (Meadows Pump Station and CASA Support). 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)

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

Mr. Wood summarized his staff report noting that Council would need to consider authorization to sign and how to spend the money, with possible options on the list from 2020.

Councilor Smith moved that the Keizer City Council adopt a Resolution Authorizing City Manager to Sign Amendment No. 1 to Intergovernmental Agreement Between Marion County and City of Keizer for Community Prosperity Initiative. 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)

Discussion then took place regarding how to spend the money with Mr. Wood fielding questions and providing additional information regarding timing, previous grants, small business loans, hiring a consultant to market city-owned property and the Community Diversity Engagement Committee.

Mr. Wood indicated that he would prepare a staff report with more description, get input from the Community Diversity Engagement Committee and wrap that into a recommendation for Council.

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

Items B and C were pulled.

Councilor Smith moved for approval of items A, D and E 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)

Item B: Councilors Reid and Herrera voiced appreciation for Officer Keniston and Kobe and the people who support the K-9 program.

Councilor Smith moved for approval of item 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)

Item C: 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

City Attorney Shannon Johnson explained that after the packet had gone out he had received a phone call from the Grand Ronde tribe indicating that the Siletz tribe had submitted an environmental assessment (EA) on their proposed casino in north Salem. Council has taken a neutral view on this issue but has expressed concern regarding transportation and workforce housing. The tribes have asked that Keizer participate in an extension in order to allow further comment.

Councilor Smith moved that the Keizer City Council suspend the rules to address this matter. 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 that the Keizer City Council adopt a Resolution Directing City Manager to Send Letter Requesting Extension of Time to Comment on Siletz Environmental Assessment for the Salem Casino Project. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Starr and Juran (5)
NAYS: Kohler (1)
ABSTENTIONS: Smith (1)
ABSENT: None (0)

Councilor Herrera suggested that Council meetings be held virtually. Discussion followed regarding engagement in a virtual meeting, flexibility, hybrid meetings, diversification and having virtual work sessions.

Mayor Clark referred to communications she had received regarding safety of Cummings Lane. Public Works Director Bill Lawyer noted that condemnation of property to attain right-of-way would require full Council support and that he was willing to discuss options with residents if he has Council support. He added that Cummings is a collector street and is therefore meant to move cars; speed-calming measures are not desirable on collector streets.

STAFF UPDATES

Interim City Manager Wes Hare announced that the consultant has interviewed three candidates for City Manager and has three remaining.

City Recorder Tracy Davis announced the date of the Community Diversity Engagement Committee meeting.

Planning Director Shane Witham announced the Planning Commission meeting and shared information regarding the process for compliance with HB2001.

Public Works Director Bill Lawyer announced that bids were received for the lower field project at Keizer Rapids Park and bids will be opened on Tuesday for waterline replacements and ADA curbs.

Chief Teague announced that the Police Department has two new dogs. The entire program is run on donations and the department is grateful.

COUNCIL MEMBER REPORTS

Councilor Starr noted meetings she had attended and announced that at-home COVID tests are available on-line.

Councilor Smith reported on the West Keizer Neighborhood Association meeting and announced the upcoming Traffic Safety/Bikeways/ Pedestrian Committee meeting.

Councilor Reid expressed condolences to the family of Phil Bay, announced Homegrown Theater productions, reported on meetings and events she had attended, shared information about McNary events and announced upcoming meetings.

Councilor Herrera shared concerns of the West Keizer Neighborhood Association related to speeding traffic, reviewed several meetings he had attended, announced future meetings, expressed condolences to the family of Jim Diner, and commended people who wear masks and don't complain about it.

Councilor Kohler reported on meetings and events he had attended and thanked Mayor Clark for her part in the Phil Bay memorial service.

Mayor Clark shared information about various meetings and events she had attended, announced upcoming meetings and urged everyone to visit the Keizer Cultural Center.

AGENDA INPUT

February 7, 2022, 7:00 p.m. - City Council Regular Session

February 14, 2022, 6:00 p.m. – City Council Work Session – Cancelled

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

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:13 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: _____