# City Council Written Comments October 4, 2022 thru October 17, 2022

- Matt Straite Keizer resident CFEC Thank you
- Audrey Butler Keizer Community Foundation thank you for funding for Keizer Closet Project

### Davis, Tracy

From: Matt Straite <mstraite@cityofmillersburg.org>

**Sent:** Tuesday, October 4, 2022 1:11 PM **To:** Wood, Tim; Administrator; Davis, Tracy

**Subject:** CFEC Thank you

CAUTION: This email originated from Outside Your Organization. Exercise caution when opening attachments or on clicking links from unknown senders. Please <u>contact Information Technology</u> <u>for assistance</u>.

As a resident of Keizer, I want to thank you, my City for standing up to the DLCD and the new Climate Friendly and Equitable Communities regulations. Home Rule is important and should not be disregarded by the State. Thank you for standing up, I am only one citizen, but thank you!

#### **Matt Straite**

Community Development Director City of Millersburg 458-233-6306



October 4, 2024

Keizer City Council Keizer, OR. 97303

Dear Madam Mayor and Keizer City Council Members,

We wish to acknowledge and thank the Keizer City Council and budget committee for their distribution of ARPA funds to the Keizer Closet project.

During Covid, when schools were closed, all of the food and supplies readied for "The Keizer Klosets" were redistributed to our local food bank, to help our children and their families. At that time, funds we had for food purchases were redirected to the Keizer Food Bank to aid in food purchases.

We started anew as we prepared for the 2022–2023 school year, and the City Council stepped up to help!

The City Council recognized this important project in feeding and providing hygiene necessities, shoes and coats for Keizer Kids and supported us with ARPA funding.

So, we say a BIG THANK YOU on behalf of the 10 public schools, educators and school children located in Keizer. The ARPA funding put us on solid ground to begin this year, but we must not lose sight of needs for children, and continue to support this worthy project.

If you want to help with our mission, please donate to "The Keizer Kloset". You can do so at: The Keizer Community Foundation, P.O. Bo 20221, Keizer OR. 97303 or visit our website: <a href="https://whirlocal.io/company/keizer-community-foundation/">https://whirlocal.io/company/keizer-community-foundation/</a> or on our Facebook Page: The Keizer Community Foundation.

With sincere thanks,

The Keizer Community Foundation Audrey T. Butler President

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Keizer Community Foundation Board:

Robert Miller, Vice President Mary Opra, Treasurer Katherine Wilson, Board Member Kelly Walther, Board Member Lore Christopher, Board Member Fernando Martinez, Board Member

1	CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON
2 3	Resolution R2022
4 5 6 7 8	AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDMENT OF CONTRACT FOR REPAINTING OF PAVEMENT MARKING LEGENDS
9	WHEREAS, Hicks Striping & Curbing, Inc. entered into a Contract for
10	Repainting of Pavement Marking Legends dated June 8, 2021 (the "Contract");
11	WHEREAS, the Contract ends on October 18, 2022 unless by written mutual
12	agreement of the parties, it is extended;
13	WHEREAS, the parties desire to extend the Contract for one year to October 16,
14	2023;
15	WHEREAS, Hicks Striping & Curbing, Inc. has requested that the contract sum
16	for the extended year be amended;
17	NOW, THEREFORE,
18	BE IT RESOLVED by the City Council of the City of Keizer that the City
19	Manager is authorized to sign the attached Amendment of Contract for Repainting of
20	Pavement Marking Legends on behalf of the City.
21 22 23 24 25	PASSED this day of
26 27	Mayor
28 29	City Recorder

## AMENDMENT OF CONTRACT FOR REPAINTING OF PAVEMENT MARKING LEGENDS

PARTIES: (

CITY OF KEIZER, an Oregon

municipal corporation

(hereinafter "Owner")

HICKS STRIPING & CURBING, INC.,

an Oregon corporation

(hereinafter "Contractor")

### RECITALS:

- A. Owner and Contractor entered into that certain Contract for Repainting of Pavement Marking Legends on June 8, 2021 (hereinafter "Contract").
- B. The Contract ends on October 18, 2022 unless by written mutual agreement of the parties, it is extended
- C. Owner and Contractor desire to extend the Contract for one year to October 16, 2023.
- D. Contractor has requested that the contract sum for the extended year be amended.

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

### AGREEMENT:

- 1. Section 2 of the Contract shall be amended as follows:
  - 2. TIME OF COMPLETION. Upon full execution of the Contract and submittal of all required insurance documentation, the Contractor shall commence the work covered by this Contract on July 1, 2021 and shall coordinate this work with the Public Works Director and/or designee to assure completion of all aspects of the project relating to schools or school zones for the first year no later than September 1, 2021. The remainder of the work for the first year shall be completed between July 1, 2021 and October 18, 2021. Contractor shall commence the work covered by this Contract on July 1, 2022 to assure completion of all aspects of the project relating to schools or school zones for the second year no later than September 1, 2022. The remainder of the work for the second year shall be completed between July 1, 2022 and October 18, 2022.

Contractor shall commence the work covered by this Contract on July 1, 2023 to assure completion of all aspects of the project relating to schools or school zones for the third year no later than September 1, 2023. The remainder of the work for the third year shall be completed between July 1, 2023 and October 16, 2023. These timelines are subject to adjustments as provided for in the Contract Documents. Time limits stated above are of the essence of this Contract.

- 2. Section 6 of the Contract shall be amended as follows:
  - 6. CONTRACT SUM. The Contract Sums are as described on the Contractor's Proposal attached hereto and by this reference incorporated herein. Unless the Contract states otherwise, the actual sum payable to Contractor for the work shall be based on the Contractor's Proposal. For the third year of the Contract, the actual sum payable to Contractor for the work shall be based on the Contractor's Proposal for Year 2 (2022) plus ten percent (10%).
- 3. Except as specifically modified herein, all remaining terms, conditions, obligations and duties set forth in the Contract shall remain in full force and effect.
- 4. 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.

CITY OF KEIZER	HICKS STRIPING & CURBING, INC.	
By: Adam J. Brown City Manager	By: Fondlen Ron Hicks Gen. MoR.	
Dated:	Dated: 10/17/22	
APPROVED AS TO FORM:		
Keizer City Attorney		