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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Tuesday, January 17, 2023

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. **Presentation by NLC Service Line Warranty Program (Zoom Presentation)**

b. **Presentation by Oregon Business Recovery Center**

5. **COMMITTEE REPORTS**

6. **PUBLIC COMMENTS**

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

7. **PUBLIC HEARINGS**

a. **RESOLUTION** – Exemption of the Brand Name Specification Purchase of Surface America Fall Protection Product from Competitive Bidding and Purchasing Play Structure Materials, Surface America Fall Protection Materials, and Installation Services from Ross Recreational Equipment Co., Inc For Ben Miller Family Park

b. **RESOLUTION** – Exemption of Contract for Compensation Analyses From Competitive Bidding and Awarding Contract to Lane Council of Governments

8. ADMINISTRATIVE ACTION

- a. **ORDINANCE** – Delegating Authority to Public Works Director to Establish Design Standards and Construction Specifications; Repeal of Ordinance No. 93-248 and Ordinance No. 2007-554

9. CONSENT CALENDAR

- a. Approval of December 12, 2022 Work Session Minutes
- b. Approval of December 19, 2022 Regular Session Minutes
- c. Approval of January 3, 2023 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 6, 2023 – 7:00 p.m.
City Council Regular Session

February 13, 2023 – 6:00 p.m.
City Council Work Session

- Canceled

February 21, 2023 – 7:00 p.m. (Tuesday)
City Council Regular Session

February 27, 2023 – 4:00 p.m.
City Council Work Session

14. ADJOURNMENT



CITY COUNCIL MEETING: Tuesday January 17, 2023

To: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Adam J. Brown, City Manager

FROM: Bill Lawyer, Public Works Director

SUBJECT: BEN MILLER FAMILY PARK PLAY STRUCTURE REPLACEMENT

PROPOSED MOTION:

I move the City Council adopt Resolution R2023-___ Exemption of the Brand Name Specification Purchase of Surface America Fall Protection Product from Competitive Bidding and Purchasing Play Structure Materials, Surface America Fall Protection Materials, and Installation Services From Ross Recreation Equipment Co., Inc. for Ben Miller Family Park.

I. SUMMARY:

The proposed project involves the replacement of the existing play structure, the placement of rubberized fall protection surfacing and ADA compliant access to the play structure at Ben Miller Family Park.

II. BACKGROUND:

This matter is before the Council tonight for public hearing pursuant to Ordinance No. 2005-519. Staff is recommending that Surface America brand name specification materials, Landscape Structures PlayBooster play structure materials, and installation services be contracted with Ross Recreation Equipment Co., Inc. for the play structure at Ben Miller Family Park. These are the same vendors that were used for the new Claggett Creek Park play structure/surfacing.

III. CURRENT SITUATION:

The existing play structure was identified for replacement during the implementation of the parks fee and is included in the 3 to 5-year priority plan. The existing fall protection surfacing is engineered wood fiber and is not compliant with current ADA standards.

IV. ANALYSIS:

- A. **Strategic Impact** – This action supports the long-term goals of the Council completing a project identified in the Parks 3 to 5-year Priority Plan.

- B. **Financial** – Funds for this project are available in the City Council adopted Fiscal Year 2022/2023 Park Services Fund. Staff identified \$250,000.00 in the budget for this work. The cost is \$221,398.50.
- C. **Timing** – Approval at this request will allow the project to be completed prior to end of the fiscal year.
- D. **Policy/legal** – In order to purchase the materials and have the materials installed for the play structure at Ben Miller Family Park, the Council as the local contract review board for the City of Keizer must adopt findings and exemption of the purchase from the competitive bidding process pursuant to Ordinance No. 2005-519. A Resolution to accomplish the required action is attached for your review.

V. ALTERNATIVES:

- A. Adopt the attached Resolution authorizing the exemption of the purchase from the competitive bidding process pursuant to Ordinance No. 2005-519.
- B. Take No Action – The exiting play structure and fall protection surfacing will remain.

VI. RECOMMENDATION:

Staff recommends that the City Council open the public hearing and take testimony. Close the public hearing and if there are no valid objections, adopt the attached resolution.

ATTACHMENTS:

- Resolution No. R2023-_____

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-_____

EXEMPTION OF THE BRAND NAME SPECIFICATION PURCHASE OF SURFACE AMERICA FALL PROTECTION PRODUCT FROM COMPETITIVE BIDDING AND PURCHASING PLAY STRUCTURE MATERIALS, SURFACE AMERICA FALL PROTECTION MATERIALS, AND INSTALLATION SERVICES FROM ROSS RECREATION EQUIPMENT CO., INC. FOR BEN MILLER FAMILY PARK

WHEREAS, fall protection materials and play structure materials are needed at Ben Miller Family Park;

WHEREAS, the Surface America fall protection product is the preferred material for fall protection because of its performance, appearance and warranty;

WHEREAS, the Surface America fall protection product is only available through a Surface America installation carrier;

WHEREAS, Ross Recreation Equipment Co., Inc. has a working relationship with the Surface America installation carrier;

WHEREAS, Ross Recreation Equipment Co., Inc. is able to install the Landscape Structures Play Booster play structure;

WHEREAS, as local contract review board for the City of Keizer, the City Council desires to exempt from competition and authorize the purchase of brand name specification materials;

WHEREAS, notice of public hearing on the proposed exemption of competitive public bidding requirements was 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 brand name specification materials from Ross Recreation
3 Equipment Co., Inc. and awarding the contract to Ross Recreation Equipment Co.,
4 Inc.;

5 NOW, THEREFORE,

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

8 1. The nature of the contract for which special exemption is requested is
9 the purchase of brand name specification materials from Ross Recreation Equipment
10 Co., Inc. for the brand name Surface America fall protection materials, brand name
11 Landscape Structures PlayBooster play structure equipment; and installation services
12 at Ben Miller Family Park.

13 2. The play structure is planned at Ben Miller Family Park. It is beneficial
14 to have one contractor who has experience in installation of play structures perform
15 the services so that all of the elements of the play structure fit together correctly. This
16 requires that the hardware, lumber, equipment, structures, and other elements of the
17 play structure be designed to be aligned for assembly. It is also beneficial to have the
18 same contractor who has experience and knowledge of the Surface America fall
19 protection product perform the installation. The estimated contract price for the play
20 structure materials, fall protection materials, and installation services at Ben Miller
21 Family Park is \$221,398.50.

1 3. Purchasing and installation of materials from one vendor will keep
2 contractor and staff time at a minimum. When materials are purchased together for a
3 project, the life of the materials is extended because the materials fit together properly.
4 Both of these reasons support a performance of public benefit by keeping construction
5 time at a minimum and extending the life of the materials.

6 4. It is unlikely that the exemption from the competitive bidding process
7 for the purchase of these materials for the play structure at Ben Miller Family Park
8 will encourage favoritism in the awarding of the bid or substantially diminish
9 competition for public bidding, as this is a rare and unique circumstance and the
10 number of suppliers for these materials and services are extremely limited.

11 5. The proposal is to have this project be exempt from alternative
12 contracting methods.

13 6. It is necessary to order the materials described herein as soon as
14 possible to allow the equipment and Surface America fall protection product to be
15 received so that the play structure at Ben Miller Family Park project may be
16 completed in a timely manner. The estimated date by which it would be necessary to
17 let the contract in this case is January 18, 2023.

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

20 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
21 the purchase of the materials and installation services for the play structure at Ben

1 Miller Family Park from Ross Recreation Equipment Co., Inc. is exempt from
2 competitive bidding requirements based upon the findings set forth herein.

3 BE IT FURTHER RESOLVED that the City Manager of the City of Keizer is
4 authorized to enter into a contract with Ross Recreation Equipment Co., Inc., a copy
5 of which is attached to purchase the Surface America fall protection materials, the
6 Landscape Structures PlayBooster play structure materials, and the installation
7 services for the play structure at Ben Miller Family Park.

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

10 PASSED this _____ day of _____, 2023.

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12 SIGNED this _____ day of _____, 2023.

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Mayor

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City Recorder

CONTRACT
FOR
BEN MILLER PARK PLAY STRUCTURE

THIS AGREEMENT, made this 28th day of December, 2022, at Keizer, Oregon, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Ross Recreation Equipment Co., Inc., a California corporation, 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 perform the work as described in the Scope of Services included in Attachment "A" (Attachment "A" may include Contractor's Quote, Scope of Work, Plans, Specifications, Drawings, Special Provisions, and any other related Contract documents) which is attached hereto and by this reference incorporated herein.
2. **TIME OF COMPLETION.** The Contractor shall commence the work covered by this Contract upon full execution of all parties. All aspects of the project shall be completed no later than June 30, 2023, but may be extended by mutual agreement of the parties based on weather conditions. Any extensions shall be in writing by Change Order as provided herein. **Time limits stated above are of the essence of this Contract.**
3. **LIQUIDATED DAMAGES.** Contractor and Owner recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in Section 2 above. The parties recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Therefore, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner One Hundred and no/100 Dollars (\$100.00) for each calendar day that expires after the final completion date specified in Section 2 until the Work is complete.
4. **BONDS.** Performance and Payment 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.

5. **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.
6. **CONTRACT SUM.** The Contract Sum payable to Contractor for the materials, labor, freight, and any other costs hereunder is \$221,398.50, as modified by Change Orders as provided herein.
7. **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.

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. Surface America, Inc.'s Playground Surface System Warranty executed by the authorized representative of Surface America, Inc.
- B. Landscape Structures Inc. warranty executed by the authorized representative of Landscape Structures Inc. for all play structures installed;
- C. Any and all additional forms and documentation required by statute or this Agreement;
- D. 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;
- E. 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;

- F. 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;
- G. Release of any liens, conditioned on final payment being received;
- H. A report of any accidents or injuries experienced by Contractor or its Subcontractors at the worksite.
- I. 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.

8. 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.

9. 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 written Change Order. Acceptance of the Change Order and any adjustment in the Contract Price and/or Contract Time must be signed by all parties.
10. 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:

Ross Recreation Equipment Co, Inc.
 Attn: Ben Stanford
 16917 SE Johnston Dr
 Portland, OR 97236

and

Ross Recreation Equipment Co, Inc.
 Attn: Ewing R. Philbin
 100 Brush Creek Road, Suite 206
 Santa Rosa, CA 95404

11. **LICENSES.** The Contractor shall obtain and maintain all licenses required for public works contracts in the State of Oregon. Contractor shall comply with all laws, ordinances and regulations, (Federal, State, or local) which may be applicable to the project to be conducted hereunder.
12. **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.
13. **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.
14. **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. This 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.

15. 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.

16. 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.

17. 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.
18. 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.

19. 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.

20. 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.

21. 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, 2022 Prevailing Wage Rates for Public Works Contracts in Oregon", which is incorporated herein by reference or can be accessed and downloaded at BOLI's website.

- 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.
22. 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.

23. SAFETY MEASURES. Contractor agrees that all personnel must wear safety vests at all times and use safety cones as required. Contractor also agrees that Contractor, Contractor 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.

24. 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. If any work should be covered up without approval or consent of Owner, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by Owner. If such work be found in accordance with the Contract documents, the Owner shall pay the cost of re-examination and replacement. If such work is found to not be in accordance with the Contract documents, the Contractor shall pay such costs unless Contractor shall show that the defect in the work was caused by another contractor, and in that event, the Owner shall pay such costs.

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.

25. 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.

26. 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.

27. 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 performance and payment 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.

28. **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.
29. **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.
30. **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.

31. 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.
32. GUARANTEE. Except for normal wear and tear, Contractor agrees to guarantee all work under this Contract for a period of one (1) year from the date of acceptance of the work. 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.
33. 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.
34. 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.

- 35. 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.
- 36. GOVERNING LAW. This Contract shall be governed by the laws of the State of Oregon.
- 37. 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.
- 38. 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.
- 39. 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.
- 40. 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.

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

CITY OF KEIZER

ROSS RECREATION EQUIPMENT CO, INC.

By: _____
Adam J. Brown,
City Manager

By: Heather Hailey
Heather Hailey
Contract Administrator

Dated: _____

Dated: 12/28/22

APPROVED AS TO FORM:

Keizer City Attorney

Opportunity Name Ben Miller Playground
 Quote Name Landscape Structures Design #1164766-5-1
 Quote Number 00038805
 Quote Date 11/15/2022
 Quote Exp Date 12/15/2022
 Est Lead Time 20-24 weeks

Bill To Name City of Keizer
 Bill To P.O. Box 21000
 Keizer, Oregon 97307
 United States

Ship To Name City of Keizer
 Ship To 930 Chemawa Rd NE
 Keizer, Oregon 97303
 United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Bond	Bond - Standard 3% on total project amount including tax and freight.	\$6,448.50	\$6,448.50
1.00	Install - Play Equipment	<p>Installation of Landscape Structures design #1164766-5-1 by a manufacturer certified installer.</p> <p>**Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.</p> <p>*Installation quoted includes standard manufacturer provided footing details; if different footing details are provided by the owner/specifier, a change order will be required.</p> <p>*Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.</p>	\$24,175.00	\$24,175.00
1.00	Install - Rubber Surfacing	<p>Installation of Surface America Poured-in-Place rubber surfacing for 1,943 square feet at a 3-1/2 thickness by a manufacturer certified installer. Pricing includes a 2 color design with "river" down the middle. Pricing assumes sub-base is fully prepped. If finish grading / compacted needs to be done, please add \$1,000 to the total.</p> <p>Price does not include sub-base preparation, drainage, design work or inspections. General contractor is responsible for verifying that quoted material meets all details and that sub-base is prepared at the proper depth from finish grade. Surfacing will be installed to follow slope of the sub-base and thickness of safety surfacing quoted to be kept consistent. Surfacing will not be installed thicker over drains unless requested. Please advise if surfacing is to be installed in any other manner, so quote can be adjusted.</p> <p>*Thicknesses installed to meet industry standards for ASTM testing of 1000 HIC/200 GMax. *Installations over 2,000 sq ft may have seams in the finished surface.</p>	\$32,650.00	\$32,650.00
1.00	PlayBooster, 5-12	Landscape Structures PlayBooster, ages 5-12. Design #1164766-4-1. Design includes: Quantis A.2, Curva Spinner, and Oodle Swing	\$43,150.00	\$43,150.00
1.00	Rentals	Temporary Fencing. Pricing does not include security for overnight curing. If damage occurs, there may be additional costs for materials and time to repair.	\$1,100.00	\$1,100.00
1.00	Site Work	206 Lineal feet of concrete curbing around play area	\$35,350.00	\$35,350.00
1.00	Site Work	<p>**Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.</p> <p>Flatwork: 160' x 6' sidewalks, Two 8' x 12' picnic pads, One 8' x 8' pad for portapotty</p>	\$37,700.00	\$37,700.00

Prepared By Ben Stanford
 Email bens@rossrec.com

Opportunity Name Ben Miller Playground
 Quote Name Landscape Structures Design #1164766-5-1
 Quote Number 00038805
 Quote Date 11/15/2022
 Quote Exp Date 12/15/2022
 Est Lead Time 20-24 weeks

Bill To Name City of Keizer
 Bill To P.O. Box 21000
 Keizer, Oregon 97307
 United States

Ship To Name City of Keizer
 Ship To 930 Chemawa Rd NE
 Keizer, Oregon 97303
 United States

		**Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.		
1.00	Site Work	Finish Grading and Prep for Rubber **Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	\$2,250.00	\$2,250.00
1.00	Surface America PIP Rubber	Surface America Poured-In-Place Rubber surfacing materials: ~ Square Footage: 1,943 sqft ~ Thickness: 3-1/2" (per 8' CFH of play equipment) ~ Binder: Aliphatic ~ Color: 50% Color & 50% Black speckled mix (w/ 2 Color Blends) *Rubber surfacing will follow the contour of the sub-base and will be 3-1/2" thick throughout the area. *Teal, Yellow, Purple, and Primary Red are considered premium colors. If any are used for more than 25% of the color mix an additional materials charge will apply. *Any change to color, thickness, square footage or binder type will require a change order. *It is the responsibility of the General Contractor to verify all colors and square footage prior to placing an order. Any changes will require a revised quote and may result in a price increase. *Pricing does not include sub-base materials. Acceptable sub-base materials include: Concrete, Asphalt or Compacted Base Rock. More details available upon request. *Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/200 GMax.	\$32,925.00	\$32,925.00

Total Quote Amounts

County/ City Tax	Oregon State Tax	Materials Amount	\$76,075.00
Tax Rate	0.0000%	Tax Amount	\$0.00
Credit Terms	Net 30 On Materials Shipment	Labor Amount	\$139,673.50
		Freight Amount	\$5,650.00
		Total	\$221,398.50

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted. Unless noted, freight costs assume semi-truck access and do not include a lift-gate.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

If ordering materials after the expiration date please contact your sales representative for current pricing. Due to material

Prepared By Ben Stanford
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Building Community since 1973

Opportunity Name	Ben Miller Playground
Quote Name	Landscape Structures Design #1164766-5-1
Quote Number	00038805
Quote Date	11/15/2022
Quote Exp Date	12/15/2022
Est Lead Time	20-24 weeks

Bill To Name	City of Keizer
Bill To	P.O. Box 21000 Keizer, Oregon 97307 United States

Ship To Name	City of Keizer
Ship To	930 Chemawa Rd NE Keizer, Oregon 97303 United States

cost increases, Ross Recreation may not be able to hold pricing past the stated Expiration Date on this quote. To secure current pricing Ross Recreation will require the following

- PO, signed quote or contract with approval for the order
- Deposit if required by credit terms
- Color selections and/or approved submittals
- Acceptance of delivery when materials or equipment is ready to ship

If this is for a bid, it is the responsibility of the General Contractor bidding to adjust their bid to accommodate anticipated pricing.

Please also note that sales tax will be based on the current rate at the time of shipping, not the order date. Customer will be expected to cover these taxes.

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation nor our subcontractors are signatory to any unions, however compliance with prevailing wage rate requirements will occur. If union enrollment is required by our subcontractor for completion of this project, Ross Recreation will require a change order to cover the costs of a per project enrollment and additional wage/benefit requirements.

Final confirmation of square footage and thickness to be verified and approved by purchaser. Price quoted based on requested quantities provided by purchaser. If different than what was provided, project will need to be re-quoted. Final material quantities will be confirmed with purchaser prior to shipment.

If there is a shortage of materials during installation, it will be the responsibility of the purchaser for the cost of additional materials. Please confirm needs of project prior to final order and shipment.

Surface America's 3-1/2" thick Poured-in-Place System meets a 8' critical fall height.

No lift gate included on truck. Freight can deliver any time of day. If morning delivery or lift gate is needed, please advise and request re-quote of freight.

*Teal, Yellow, Purple, and Primary Red are considered premium colors. If any are used for more than 25% of the color mix, an additional materials charge will apply.

**All materials quoted on this quote are for 50% color with premium aliphatic binder.

30 Deg Slope (57.5%) is the maximum slope for any mound over 4'. 45 Deg Slope is the maximum slope for any mound under 4'.

Pricing assumes acceptable weather conditions. If the weather is too extreme (hot or cold) or too wet, we will need to delay the project or there will be a change order for tenting / heating.

Fencing / Security not included. PIP will need to be secured to prevent disturbance during the cure process. Customer will be responsible for securing the area during construction and cure period.

Pricing assumes (2) color blend and includes (1) design element ("river") unless otherwise specified.

Prepared By	Ben Stanford
Email	bens@rossrec.com



Building Community since 1973

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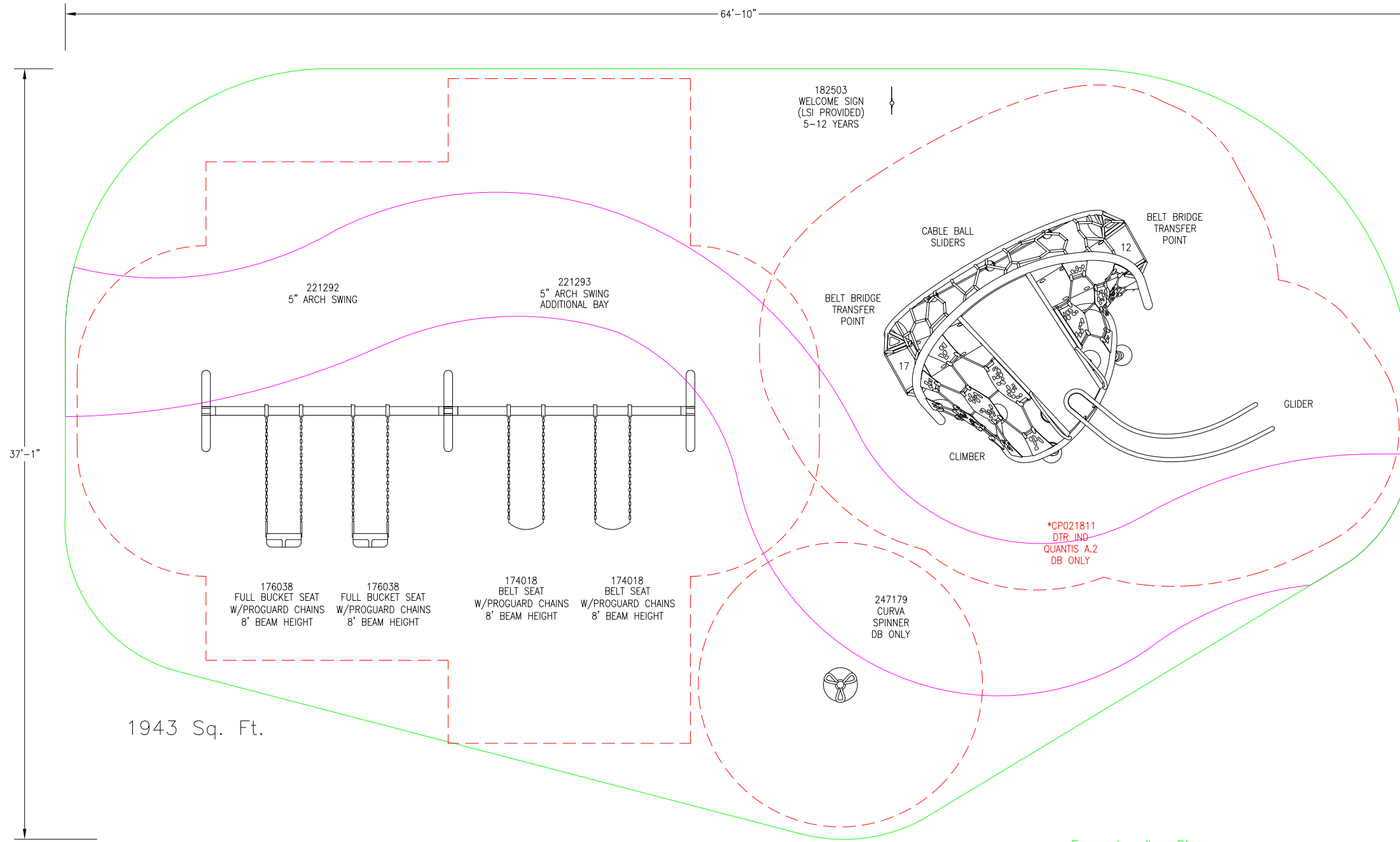
Signature _____

Name _____

Title _____

Date _____

Prepared By Ben Stanford
Email bens@rossrec.com



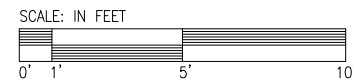
1943 Sq. Ft.

Freestanding Play
(5-12 years)

Max Fall Height: 96 inches

TOTAL ELEVATED PLAY COMPONENTS	2		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	2	REQUIRED	1
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	8	REQUIRED	1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	5

Estimated manufacturing time:
4 weeks from the time of
LSI order acceptance, or receipt of
SkyWays release of fabrication
form if applicable.



Ben Miller Park Playground
Design 5
Keizer, OR

Ross Recreation
Equipment Co
Benjamin Stanford

SYSTEM TYPE:
Freestanding

DRAWING #:
1164766-05-02

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

AREA OF ACCESSIBLE/PROTECTIVE SURFACING (POURED-IN-PLACE SUGGESTED)

DESIGNED BY:
IAL
COPYRIGHT: 9/12/22
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

6/27/22	1164766-05-01	IL
Date	Previous Drawing #	Initials





Ben Miller Park Playground

1164766-05-02-03 • 09.12.2022





CITY COUNCIL MEETING: JANUARY 17, 2023

To: Mayor Clark and City Council Members

FROM: Machell DePina, Human Resources Director

SUBJECT: **EXEMPTION OF CONTRACT FOR COMPENSATION ANALYSES FROM COMPETITIVE BIDDING**

PROPOSED MOTION:

“I move the City Council adopt Resolution R2023-___ Exemption of Contract for Compensation Analyses from Competitive Bidding and Awarding Contract to Lane Council of Governments.”

I. SUMMARY:

The City has begun bargaining with the Keizer Police Association. Given a number of priority items in progress and on hold in the Human Resources Department due to workload and the importance of having compensation information at the beginning of the bargaining process, we would like to utilize a trusted third-party to perform compensation analyses of four related classifications.

II. BACKGROUND:

- A. In the past, it has been the City Council’s preference that the Human Resources Director complete compensation analyses for all City classifications and I have agreed to do so as long as we used a third-party to review my work and make the final recommendations to the City’s Leadership Team. We have used Local Government Personnel Services (LGPS), which is housed at the Lane Council of Governments (LCOG), for the third-party review of non-represented class compensation analyses. We have found them to be professional and easy to work with on such reviews since 2013.
- B. When we determined we would need to get additional assistance to complete compensation analysis in time for bargaining, I extended an invitation to bid to three known compensation specialists to complete compensation analysis on the most time-sensitive portion of the project, the police officer classification. LGPS was the lowest bidder at \$3,087 and was thus assigned to complete that work.

- C. Upon confirming LGPS had the capacity and experience to complete compensation analysis for the remaining four represented classifications and in consultation with our Legal Department, it was determined an exemption to contract process would be the appropriate course of action.

III. **CURRENT SITUATION:**

- A. LGPI has confirmed they can begin the compensation analyses on the four additional classifications immediately upon approval. They will be able to complete the work within the next six weeks.
- B. Approval of LGPI to complete the additional analyses will provide the opportunity for me to continue working on other critical City-Wide projects without further delay.

IV. **ANALYSIS:**

- A. **Strategic Impact** – None.
- B. **Financial** – The financial impact of this request is \$6,174. The contract will be paid for with existing appropriations in the General Fund.
- C. **Timing** – Approval of the agreement for services is needed immediately.
- D. **Policy/legal** – Ordinance No. 2005-519 requires an exemption process if the City is unable to perform the solicitation process recommended.

ALTERNATIVES:

- A. Staff recommends that the City Council open the public hearing and take testimony. If you have no questions, close the public hearing and if there are no valid objections, adopt the attached Resolution exempting the contract for competitive bidding and awarding the contract to Lane Council of Governments.
- B. Take No Action – Without action to take testimony, close the public hearing, and award an agreement, we will not be able to go forward with LGPI to complete this work. There are no other City employees qualified to perform this work. I would put other projects on hold and prioritize this work instead. While this is possible, it would further delay other critical projects.

RECOMMENDATION:

Staff recommends that the City Council open the public hearing and take testimony. If you have no questions, close the public hearing and if there are no valid objections, adopt the attached Resolution exempting the contract for compensation analyses from competitive bidding and awarding the contract to Lane Council of Governments.

ATTACHMENTS:

- Resolution R2023-____

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-_____

EXEMPTION OF CONTRACT FOR COMPENSATION ANALYSES FROM COMPETITIVE BIDDING AND AWARDING CONTRACT TO LANE COUNCIL OF GOVERNMENTS

WHEREAS, as local contract review board for the City of Keizer, the City Council desires to exempt from competition and award a contract to Lane Council of Governments;

WHEREAS, notice of public hearing on the proposed exemption of the Contract for Compensation Analyses was published as required by Ordinance No. 2005-519;

WHEREAS, a public hearing was held to take comments on the findings for an exemption of the Contract for Compensation Analyses for the City of Keizer;

NOW, THEREFORE,

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

1. The nature of the contract for which special exemption is requested is the awarding of the Contract for Compensation Analyses for four positions to Lane Council of Governments.

2. The City has used Lane Council of Governments for prior salary surveys and compensation analyses and has found them to be professional and easy to work with. Because the City needs to have compensation analyzed for four positions, the

1 Human Resource Director reached out to Lane Council of Governments and requested
2 a proposal. The proposal meets the needs of the City and will assist staff in performing
3 a compensation analyses for four positions within the City.

4 3. In response to a preliminary inquiry from Lane Council of Governments,
5 Lane Council of Governments indicated it would enter into a Contract for an amount
6 of \$6,174.00. Exempting the Contract from competitive bidding will avoid delays and
7 the additional expense of bidding.

8 4. It is unlikely that exemption of the Contract for Compensation Analyses
9 to Lane Council of Governments from the competitive bidding is unlikely to encourage
10 favoritism in the awarding of the bid or substantially diminish competition for public
11 bidding.

12 5. The proposal is to have this project be exempt from alternative
13 contracting methods and directly award the contract to Lane Council of Governments.

14 6. It is necessary to enter into the Contract as soon as possible to be able to
15 have the completed compensation analyses prepared in time for bargaining. The
16 estimated date by which it would be necessary to let the contract in this case is January
17 18, 2023 which allows approximately six weeks to perform the analyses for the City
18 of Keizer.

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

1 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
2 the awarding of the Contract for Compensation Analyses to Lane Council of
3 Governments is exempt from competitive bidding requirements based upon the
4 findings set forth herein.

5 BE IT FURTHER RESOLVED that the City Manager of the City of Keizer is
6 authorized to enter into a Contract for Compensation Analyses with Lane Council of
7 Governments and that the fees be paid from the General Fund.

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

10 PASSED this _____ day of _____, 2023.

11

12 SIGNED this _____ day of _____, 2023.

13

14

15

16

Mayor

17

18

19

City Recorder



CITY COUNCIL MEETING: January 17, 2023

To: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Adam J. Brown, City Manager

FROM: E. Shannon Johnson, City Attorney

SUBJECT: **ORDINANCE DELEGATING AUTHORITY TO ESTABLISH DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS**

PROPOSED MOTION:

I move the City Council adopt Ordinance No. 2023- ____ Delegating Authority to Public Works Director to Establish Design Standards and Construction Specifications; Repeal of Ordinance No. 93-248 and Ordinance No. 2007-554.

I. SUMMARY:

Public Works Design Standards and Construction Specifications at one time were adopted by the Public Works Director, but then adopted by the City Council. It is appropriate to clarify this matter and clearly authorize the Public Works Director to adopt the appropriate standards and specifications.

II. BACKGROUND:

- A. In 1993, the City Council adopted the attached Ordinance No. 93-248 (Delegation of Authority to Public Works Director to Establish Design and Construction Standards for Water Systems, Storm Drain Systems, and Streets). This Ordinance authorized the Public Works Director to adopt standards and specifications for various public and private infrastructures.
- B. In 2007, the City Council adopted Ordinance No. 2007-554 (Adopting City of Keizer Design Standards) which adopted the Design Standards (but not Construction Specifications). There was no mention of the 1993 Ordinance in the 2007 Ordinance. (I have attached the 2007 Ordinance without the Design Standards exhibit because of its size. Let me know if you wish to review it.)
- C. Because of the technical nature of these standards and specifications, staff believes it is appropriate for the Public Works Director to adopt the standards and specifications.

III. CURRENT SITUATION:

- A. In essence, the City has two Ordinances that are inconsistent. This inconsistency should be corrected.
- B. Staff believes it is appropriate to repeal both Ordinances and clearly authorize the Public Works Director to adopt both Design Standards and Construction Specifications. The attached Ordinance accomplishes this.
- C. This issue was discovered because certain stormwater Design Standards are required to be adopted. When we reviewed the matter, we discovered the inconsistency.

IV. ANALYSIS:

- A. **Strategic Impact** – This issue does not affect any Council goals.
- B. **Financial** – There are no direct financial impacts
- C. **Timing** – It is required that the new stormwater design standards be adopted by the end of February.
- D. **Policy/legal** – Adopting the new Ordinance resolves the inconsistency noted above.

ALTERNATIVES:

- A. Adopt the attached ordinance.
- B. Determine that the City Council should review and adopt the Design Standards and Construction Specifications.
- C. Take no action. This would leave the inconsistency in place.

RECOMMENDATION:

Staff recommends that Council consider the matter and if there are no questions or concerns, adopt the attached ordinance. Please contact me if you have any questions. Thank you.

ATTACHMENTS:

- Ordinance No. 93-248
- Ordinance No. 2007-554 (without Exhibit)
- Ordinance No. 2023-___ Delegating Authority to Public Works Director to Establish Design Standards and Construction Specifications

1 BILL NO. 230

A BILL

ORDINANCE NO.

93- 248

FOR

4 AN ORDINANCE

5 DELEGATION OF AUTHORITY TO PUBLIC WORKS
6 DIRECTOR TO ESTABLISH DESIGN AND CONSTRUCTION
7 STANDARDS FOR WATER SYSTEMS, STORM DRAIN
8 SYSTEMS, AND STREETS

9 The City of Keizer ordains as follows:

10 The Keizer Public Works Director shall have the authority to
11 prescribe standards of design and construction consistent with
12 sound engineering practice, which shall be applicable to all public
13 and private water systems, public and private storm drain systems,
14 and public and private streets becoming a part of, or connected to,
15 the Keizer water system, storm drain system, or street system.

16 PASSED this 16th day of February, 1993.

17 SIGNED this 17th day of February, 1993.

18 Dennis Keho
19 Mayor

20 Gracy K. Davis
21 City Recorder

22 824.096

FMAGIC

- ORDINANCE NO. 93- 248

LIEN, HOBSON & JOHNSON

Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1635

1 BILL NO. 533

A BILL

ORDINANCE NO.

2

2007 554

3

FOR

4

AN ORDINANCE

5

6

ADOPTING CITY OF KEIZER DESIGN STANDARDS

7

8

9

The City of Keizer ordains as follows:

10

Section 1. NEED FOR ORDINANCE. The City Council of the City of Keizer

11

finds that it is appropriate and necessary to adopt design standards for public utilities and

12

certain private utilities, including, but not limited to storm drainage, sanitary sewer,

13

water and streets for the City of Keizer.

14

Section 2. ADOPTION OF DESIGN STANDARDS. The City Council hereby

15

adopts the attached "City of Keizer Design Standards".

16

Section 3. EFFECTIVE DATE. This Ordinance shall take effect thirty (30)

17

days after its passage.

18

PASSED this 20th day of February, 2007.

19

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SIGNED this 20th day of February, 2007.

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Richard J. Wald
Mayor Council President

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Maury D. Dowl
City Recorder

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A BILL
FOR

ORDINANCE NO.
2023-_____

AN ORDINANCE

**DELEGATING AUTHORITY TO PUBLIC WORKS
DIRECTOR TO ESTABLISH DESIGN STANDARDS AND
CONSTRUCTION SPECIFICATIONS; REPEAL OF
ORDINANCE NO. 93-248 AND ORDINANCE NO. 2007-554**

WHEREAS, Public Works Design Standards have at times been adopted by the
Public Works Director and at times by the City Council;

WHEREAS, by Ordinance No. 2007-554 Council adopted City of Keizer Design
Standards;

WHEREAS, to avoid confusion and to allow flexibility to adopt standards when
necessary, the City Council wishes to delegate the authority for adoption of Design
Standards and Construction Specifications;

WHEREAS, by Ordinance No. 93-248 the Council delegated authority and
responsibility to the Public Works Director to adopt Design and Construction Standards;

WHEREAS it is appropriate to clearly delegate the adoption of Design Standards
and Construction Specifications to the Public Works Director;

NOW THEREFORE,

The City of Keizer ordains as follows:

1 Section 1. AUTHORITY TO ADOPT STANDARDS AND
2 SPECIFICATIONS. The Public Works Director is authorized to adopt and set effective
3 dates for Design Standards and Construction Specifications.

4 Section 2. NOTICE TO INTERESTED PARTIES. The Public Works
5 Director shall attempt to notify interested parties who have requested notice in writing
6 no less than twenty-one (21) days prior to the effective date of any new or amended
7 standards or specifications. Failure to receive notice shall in no way effect the validity
8 or enforcement of any standards or specifications.

9 Section 3. FILING OF RULES. The Public Works Director shall file the
10 standards and specifications and any amendments with the City Recorder and Legal
11 Department within two (2) business days after the effective date.

12 Section 4. REPEAL OF ORDINANCE NO. 93-248 AND ORDINANCE NO.
13 2007-554. Ordinance No. 93-248 (Delegation of Authority to Public Works Director to
14 Establish Design and Construction Standards for Water Systems, Storm Drain Systems,
15 and Streets) and Ordinance No. 2007-554 (Adopting City of Keizer Design Standards)
16 are hereby repealed in their entirety upon the effective date of this Ordinance.

17 ///

18 ///

19 ///

20 ///

21 ///

1 Section 5. EFFECTIVE DATE. This Ordinance shall take effect upon the
2 effective dates of the Public Works Director standards and specifications, but in no event
3 less than thirty (30) days from the date of this Ordinance.

4 PASSED this _____ day of _____, 2023.

5

6 SIGNED this _____ day of _____, 2023.

7

8

9

10

Mayor

11

12

13

City Recorder



**MINUTES
KEIZER CITY COUNCIL
WORK SESSION
Monday, December 12, 2022
Keizer, Oregon**

**CALL TO
ORDER**

Mayor Clark called the work session to order at 6:03 p.m. Attendance was taken as follows:

Present:

Cathy Clark, Mayor
Dan Kohler, Councilor
Kyle Juran, Councilor
Shaney Starr, Councilor
Laura Reid, Councilor
Robert Husseman, Councilor Elect
Soraida Cross, Councilor Elect

Staff Present:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shane Witham, Planning Director
Machell DePina, Human Resources
Bill Lawyer, Public Works Director
Tracy Davis, City Recorder

Absent:

Elizabeth Smith, Councilor
Roland Herrera, Councilor

DISCUSSION

**a. Review of
2021-2022
City Council
Goals**

Mayor Clark welcomed new councilors and explained the purpose of the meeting. Discussion took place as follows.

SHORT TERM GOALS

Parks Master Plan Update – Completed. Plan reaffirmed system's needs. Nothing was added to the plan other than adding the little league complex so that it would qualify for SDC funds and changing the field designation, adding an adventure course and removing the indoor sports facility in Keizer Rapids Park. Discussion took place regarding making the KLL complex ADA compliant, linear parks and pocket parks.

Water Rate Structure Study – On hold until needed

UGB Studies and Next Steps – On hold pending completion of strategic planning process.

Emergency Preparedness Update – Working on updates to the plan and leadership. Information provided regarding planning, support and live exercises.

City Ordinance Codification – Contract signed and process moving forward.

LONG TERM GOALS

Sidewalk Gap and Repair Program – Mr. Brown suggested that ARPA might be used to start a trial matching program to upgrade sidewalks. Discussion followed regarding criteria, triggers, repairs, grants and getting examples of sidewalk programs from other cities.

Water Master Plan Update – Normally done every 10 years and although it is time to revisit it, staff does not propose doing so since facilities are adequate. *This could be removed from the list.*

Transportation System Plan Update – On hold pending Climate Friendly Equitable Communities rules and scenario planning. It should remain on the long term list but there is no way of knowing how long it will be before the update can be done.

UGB Studies – Previous councils and staff have discussed expansion but the deck is stacked against Keizer because it has a shared UGB and Keizer is adjacent to prime farm land and state rules prohibit development of those. Additionally, recent population projects for Keizer are significantly lower than anticipated which lowers the need for expansion. Discussion followed regarding various housing options and transitional housing.

River Cherry Overlay District – Work done through revitalization plan. Still need to work on how to fund projects to continue with the revitalization.

WORK PLAN

Parks Master Plan Update and Parks Projects - *Complete*

Community Diversity Engagement – Ongoing. Consultant to be hired to help fine tune committee vision and increase effectiveness. Committee intends to help plan the 40th birthday party.

Council Rules and Procedures Update – Complete for current year but should be reviewed every other year.

Volunteer Committee Training – Ongoing as committee membership changes. Discussion followed regarding training of chair persons and the training video available on the city website.

Recruit and Hire Permanent City Manager - *Complete*

Housing Disparity and Barriers to Home Ownership in Keizer – Discussion followed regarding training young people in the benefits of home ownership and educating everyone about property taxes.

For the benefit of incoming Councilors Mayor Clark shared information about City committees and Council Liaison assignments. Councilors and staff shared their thoughts about the past year. Incoming Councilors expressed enthusiasm for the coming years on Council.

ADJOURN

Mayor Clark adjourned the work session at 7:51 p.m.

APPROVED:

MAYOR:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

~ Absent ~

Councilor #4 – Roland Herrera

Councilor #2 – Shaney Starr

~ Absent ~

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____



MINUTES
KEIZER CITY COUNCIL
Monday, December 19, 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
Laura Reid, Councilor
Shaney Starr, Councilor
Kyle Juran, Councilor
Daniel Kohler, Councilor
Roland Herrera, Councilor
Youth Councilor Angelica Sarmiento Avendano

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shannon Johnson, City Attorney
Shane Witham, Planning Director
Bill Lawyer, Public Works Director
Andrew Copeland, Police
Tracy Davis, City Recorder

Absent:

Elizabeth Smith, Councilor

FLAG SALUTE

Adam Ray from Scout Troop 719 led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

Colleen Busch, Keizer Fire Board member, provided an update regarding Fire District holiday events, the status of the new Fire Chief recruitment, vacancies and upcoming meetings.

**COMMITTEE
REPORTS**

Tanya Hamilton, shared information regarding the recent Parks Board meeting noting that matching grant opportunities are available for anyone interested in improving a park. She also reported on information that the Board had received from Keizer's Environmental Education Coordinator, Jenny Ammon which included information about volunteer opportunities.

PUBLIC COMMENT

Mayor Clark acknowledged for the record written comments received from *Jacque Moir* and *Pat Ehrlich* regarding the Gubser neighborhood Miracle of Christmas Lights display; *Julia Goin* regarding dog leashing; and *Chris French*, Cherriots, providing the SKPS ridership report. She also read into the record a note from *Barbara Miner* and *B.J. Toewe* of the Keizer Community Library,.

PUBLIC HEARING
a. RESOLUTION -
Recognizing
Amended

Mayor Clark opened the Public Hearing.

City Manager Adam Brown summarized his staff report.

Tammy Kunz explained that the additional area was the only section in Keizer that is not included in another neighborhood association and

- Boundaries of the Northeast Keizer Neighborhood Association** fielded questions regarding the boundaries.
With no further testimony Mayor Clark closed the public hearing.
Councilor Reid moved that the Keizer City Council adopt a Resolution Recognizing Amended Boundaries of the Northeast Keizer Neighborhood Association, Acknowledging Name Change and Accepting Revised By-Laws; Amending Resolution No. R2022-3280. Councilor Kohler seconded. Motion passed as follows:
 AYES: Clark, Reid, Herrera, Kohler, Starr and Juran (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Smith (1)
- ADMINISTRATIVE ACTION**
- a. Keizer Chamber of Commerce First Citizen Banquet – Request for Waiver of Community Center Fees** City Recorder Tracy Davis summarized her staff report.
Councilor Reid moved that the Keizer City Council approve the requested waiver of the Community Center rental fee but charge for staffing and outside security in the amount of \$1200 for the 2023 Keizer Chamber of Commerce First Citizens Banquet. Councilor Kohler seconded. Motion passed as follows:
 AYES: Clark, Reid, Herrera, Kohler, Starr and Juran (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Smith (1)
- b. ORDINANCE – Amending Keizer Development Code Regarding Sections 1.200, 2.119, 2.306, 2.405 and 3.107; Amending Ordinance 98-389** Planning Director Shane Witham reminded Council that they had directed staff to prepare this ordinance at their last meeting.
Councilor Reid moved that the Keizer City Council adopt a Bill for an Ordinance Amending Keizer Development Code Regarding Section 1.200 (Definitions), Section 2.119 (General Employment (EG)), Section 2.306 (Storm Drainage), Section 2.405 (Manufactured Home Parks), and Section 3.107 (Partitions); Amending Ordinance 98-389. Councilor Kohler seconded. Motion passed as follows:
 AYES: Clark, Reid, Herrera, Kohler, Starr and Juran (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Smith (1)
- c. ORDER – In the Matter of the Amendment of Rates for Franchise Solid Waste** City Manager Adam Brown summarized his staff report. Discussion followed regarding the discount programs and notification of consumers.
Councilor Reid moved that the Keizer City Council adopt an Order In the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, effective as of February 1, 2023. Councilor Kohler seconded. Motion passed as follows:

**Collection
Within the City
of Keizer**

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

**CONSENT
CALENDAR**

- a. RESOLUTION – Authorizing City Manager to Enter Into Personal Services Agreement for Professional Audit Services with Grove, Mueller, & Swank, P.C.
- b. RESOLUTION – Authorizing the Mayor to Enter Into Oregon Public Works Emergency Response Cooperative Assistance Agreement
- c. RESOLUTION – Accepting the Canvass of Election Votes from the November 8, 2022 General Election for the Keizer City Council Positions (Mayor and Positions No. 4, 5, and 6), City of Keizer Measure 24-468 (Establishes a Library Services Fee Within the City of Keizer), and City of Keizer Measure 24-269 (Prohibits Psilocybin-Related Businesses Within the City of Keizer)
- d. Approval of November 28, 2022 Work Session Minutes
- e. Approval of December 5, 2022 Regular Session Minutes

Councilor Reid moved that the Keizer City Council approve the Consent Calendar. Councilor Kohler seconded. Motion passed as follows:

AYES: Clark, Reid, Kohler, Starr and Juran (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Smith (1)
ABSENT AT TIME OF VOTE: Herrera (1)

OTHER BUSINESS

Mayor Clark noted that she would continue to represent Keizer on the Mid-Willamette Valley Area Commission on Transportation and would appoint Councilor Elect Husseman as the alternate. She will also represent Keizer on the Climate Friendly and Equitable Communities Committee and would come back with an alternate later.

STAFF UPDATES

Mr. Brown praised the Keizer Holiday Lights parade.

Lt. Copeland shared information about upcoming events and past holiday events and announced that recruitment is underway for a full time police officer.

Shane Witham gave a 'shout out' to his daughter Damaris who graduated from George Fox University this last weekend.

Public Works Director Bill Lawyer explained that a contractor has been hired to paint/clean the fire-damaged gazebo. Painting will be done when the weather is warmer

**COUNCIL MEMBER
REPORTS**

Councilor Starr reported that Councilor Juran won the ugly sweater contest at a Chamber event. She also reported on recent events and meetings she had attended, praised the Keizer Chamber for their holiday

event efforts and thanked the Keizer Police for their community work.

Councilor Kohler reported on recent events and meetings, noted that he hoped his Jewish friends were celebrating the first day of Hanukkah today and announced that there would be no Community Dinner in December.

Councilor Reid voiced appreciation for people who make the holidays special, reported on recent meetings and events, noted that McNary is on winter break and announced the Mary Poppins production at McNary in January.

Councilor Herrera thanked everyone for birthday wishes and for attending his recent retirement/fundraiser and wished everyone happy holidays.

Youth Councilor Angelica Sarmiento announced upcoming McNary events.

Mayor Clark reported on recent meetings and events she had attended and urged people in need of shelter to ride the bus for free to get to available shelters.

AGENDA INPUT

- January 3, 2023 – 7:00 p.m. (Tuesday) ~ City Council Regular Session
 - City Council Oath of Office
- January 9, 2023 – 6:00 p.m. ~ City Council Work Session
- January 17, 2023 – 7:00 p.m. (Tuesday) ~ City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:02 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

~ Absent ~

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____



MINUTES
KEIZER CITY COUNCIL
Tuesday, January 3, 2023
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
Roland Herrera, Councilor
Daniel Kohler, Councilor
Kyle Juran, Councilor
Shaney Starr, Councilor
Youth Councilor Angelica Sarmiento Avendano

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shannon Johnson, City Attorney
Shane Witham, Planning Director
Andrew Copeland, Police
Machell DePina, Human Resources
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. Welcome and Introductions

Mayor Clark praised Council for successfully dealing with the past crises including the ice storm, fires and pandemic, noting that the group came through turbulent times together. She then read proclamations honoring Councilors Roland Herrera and Elizabeth Smith.

b. Recognition of Outgoing Council Members

Councilor Herrera thanked everyone for their support through the years and expressed affection for the community.

c. Comments from Outgoing City Council Members

Councilor Smith shared her parting thoughts, thanked everyone for their support and understanding and urged everyone look for options and opportunities and avoid getting stuck in the rut of always doing things a certain way.

Mayor Clark noted that Councilor Smith will get to choose a tree to be planted in a city park and Councilor Herrera will get to select a location for a bench with a plaque commemorating his service.

d. Introduction of New City Council Members

Mayor Clark thanked Councilor Kohler for running for a second term and welcomed Councilors elect, Soraida Cross and Robert Husseman.

City Attorney Shannon Johnson administered the Oath of Office to Soraida Cross, Council Position Number 4; Robert Husseman, Council

e. Oaths of Office

Position Number 5; Daniel Kohler, Council Position Number 6; and Cathy Clark, Mayor.

f. Election of 2023-2024 City Council President

Councilor Reid nominated Shaney Starr as Council President for the 2023-2024 term. Councilor Starr accepted the nomination.

With no other nominations, nominations were closed without objection.

Councilor Starr was elected by unanimous consent as Council President for the 2023-2024 term.

Mayor Clark read the committee liaison assignments into the record:

COMMITTEE REPORTS
a. 2023-2024 Boards, Commissions Council Committees Appointments

City Committees, Boards and Commissions	
Keizer 40 th Birthday Celebration	Councilors Kohler & Reid
Keizer Public Arts Commission	Councilor Reid
Keizer Audit Committee	Councilors Kohler, Husseman & Starr
Keizer Budget Committee	All Council members
Keizer Parks and Recreation Advisory Board	Councilor Kohler
Keizer Personnel Policy Committee	Mayor Clark/Councilors Reid & Starr
Keizer Planning Commission	Councilor Juran
Long Range Planning Task Force	All Council Members
Municipal Judge Evaluation	2023: Clark, Husseman; 2024: Cross & Starr
Storm Water Advisory Committee	Councilors Reid, Kohler & Juran
Traffic Safety/Bikeways/Pedestrian Committee	Councilor Husseman
Volunteer Coordinating Committee	Councilor Starr
Neighborhood Association Liaisons	WKNA: Councilors Juran & Reid GGNA: Councilors Starr & Cross SEKNA: Councilors Cross & Juran NWKNA: Kohler & Husseman NEKNA: Reid & Kohler
Community Diversity Engagement Committee	Councilors Reid & Starr
Outside Committees	
Claggett Creek Watershed Council	Councilor Kohler
Community, Business, Education Leaders (CBEL) Task Force	Councilors Starr & Kohler
Keizer Chamber of Commerce Board of Directors	Councilor Cross
Keizer Community Library Board of Directors	Councilor Starr
Keizer Heritage Foundation Board of Directors	Councilor Reid
Keizer United	Councilor Kohler
Mid-Willamette Valley COG Board of Directors	Mayor Clark
Mid-Willamette Valley Economic Development Partnership Board	Councilor Juran; Keizer appointee for Professions Sector – Michael DeBlasi
Mid-Willamette Homelessness Alliance Board & ORS 190 Entity Board	Mayor Clark; alt Councilor Starr
Salem Waste Water Task Force	Rarely meets; appoint when needed

Mid-Willamette Valley Commission on Transportation (MWACT)	Mayor Clark; alt Councilor Husseman	
Salem Keizer Area Transportation Studies (SKATS)	Mayor Clark; alt Councilor Husseman	
Outside Committees – Acknowledgments (appointment by host organization)		
League of Oregon Cities Foundation Board	Mayor Clark	
LOC Policy Committees: Transportation, Community Development	Mayor Clark	
Mid-Willamette Valley Community Action Agency	Councilor Reid	
SEDCOR Board of Directors	Mayor Clark	

b. Volunteer Coordinating Committee Appointments

Mayor Clark explained that this committee recommends to Council the appointments for all the committees. The following Councilors announced their appointments:

Position #1, Councilor Reid appointed	Dawn Reichle-Bailon
Position #2, Councilor Starr appointed	Corrie Filardeau
Position #3, Councilor Juran reappointed	Jane Herb
Position #4, Councilor Cross appointed	Leslie Risewick
Position #5, Councilor Husseman appointed	Shyanne Tovar
Position #6, Councilor Kohler reappointed	Larry Jackson
Mayor’s Position, Mayor Clark reappointed	Daisy Hickman

PUBLIC TESTIMONY

Douglas Myser, Salem, explained that he moved from Keizer because he was poisoned by the Keizer water. He shared details about an analysis that was done of the water and provided historical information about a case that he was involved in in Spokane, Washington.

Barbara Miner, Keizer, thanked the City for funds received for the library and announced that a report would be coming out soon. She also shared information regarding popular books and patron usage.

PUBLIC HEARING

None

ADMINISTRATIVE ACTION

City Attorney Shannon Johnson summarized his staff report and pointed out some minor corrections and/or adjustments to the text.

a. ORDINANCE – Adopting Rules of Conduct for City Property; Declaring an Emergency

Councilor Starr moved that the Keizer City Council adopt a Bill for an Ordinance with the following amendments: Section 2A delete ‘except where specific rules of conduct or prohibitions have been adopted for designated real property the City owns or has a property interest or property management responsibilities’; Section 2,B,7 change ‘limited’ to ‘limiting (line 1 of page 5); Section 3,A (line 11) change ‘the’ to ‘a’. Councilor Reid seconded.

Discussion took place regarding focusing on the conduct, enforcement, the ordinance as a tool for enforcement and reinstatement of privileges. Mr. Johnson also provided clarification on Section 17.

Motion passed unanimously as follows:

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

**CONSENT
 CALENDAR**

None

OTHER BUSINESS

None

STAFF UPDATES

Lt. Copeland reported on New Year's Eve fireworks violations and indicated that the department would provide a full report after July 4. He added that recruitment is underway for a full-time police officer.

Human Resources Director Machell DePina added that recruitment closes January 19.

All staff welcomed new Councilors, thanked Councilors Smith and Herrera and wished all a happy new year.

**COUNCIL
 MEMBER
 REPORTS**

Councilors Juran and Starr congratulated incoming Councilors and thanked outgoing ones.

Councilor Husseman thanked Council and urged everyone to consider getting CPR training.

Councilor Kohler urged everyone to donate blood.

Councilor Reid expressed condolences to the family of former Marion County Sheriff Raul Ramirez, urged drivers to watch for students during the dark mornings and evenings, and invited everyone to the next Community Diversity Engagement Committee meeting to begin planning Keizer's 40th Birthday Party.

Councilor Cross thanked Council noting that she was looking forward to serving the community.

Youth Councilor Angelica Sarmiento announced that classes have resumed at McNary, finals are the last week in January and Mary Poppins Musical will be presented January 25-28/February 1-4.

Mayor Clark expressed condolences to the family of Mid-Willamette Valley Council of Governments employee, Denise VanDyke, and expressed appreciation for Scott Dadson for caring for the needs of staff and Denise's family. She then reported on various meetings and events she had attended and announced upcoming ones.

AGENDA INPUT

January 9, 2023, 6:00 p.m. – City Council Work Session

- City Council Orientation

January 17, 2023 (Tuesday) 7:00 p.m. – City Council Regular Session

February 6, 2023, 7:00 p.m. - City Council Regular Session

February 13, 2023, 6:00 p.m. – City Council Work Session CANCELLED

February 27, 2023, 6:00 p.m. – City Council Work Session
• Strategic Planning

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:13 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Soraida Cross

Councilor #2 – Shaney Starr

Councilor #5 – Robert Husseman

Councilor #3 – Kyle Juran

Councilor #6 – Dan Kohler

Minutes approved: _____