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**AGENDA**  
**KEIZER CITY COUNCIL**  
**REGULAR SESSION**

Monday, April 3, 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. **PROCLAMATION** – Volunteer Recognition Month
  - b. **PROCLAMATION** – National Child Abuse Prevention Month
  - c. The Lava Dome Presentation
5. **COMMITTEE REPORTS**
  - a. Keizer Cultural Center Report
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**
8. **ADMINISTRATIVE ACTION**
  - a. Verda and Chemawa Public Art
  - b. State Capitol Funding Requests
  - c. Support for HB 3458
9. **CONSENT CALENDAR**
  - a. **RESOLUTION** – Authorizing City Manager to Enter Into Right-of-Way Landscape and Vegetated Stormwater Facility Maintenance Services Contract with GT Landscape Solutions

- b. RESOLUTION – Authorizing City Manager to Sign Amendment Number 01 to Agreement with State of Oregon for Verda Lane: Dearborn Avenue to Salem Parkway Project
- c. RESOLUTION – Authorizing the City Manager to Sign Thomson Reuters Clear Order Form
- d. RESOLUTION – Authorizing the City Manager to Award and Enter Into a Contract with R&G Excavating, Inc. for Meadows Well Filtration Project
- e. RESOLUTION – Authorizing the City Attorney to Sign Agreements in the National Opiate Litigation Settlement (Teva, Allergan, CVS, Walgreens, and Walmart)
- f. RESOLUTION – Authorizing the City Manager to Sign Public Body Work Order Contract with DePaul Industries, Inc. for Temporary Staffing Services
- g. Approval of March 20, 2023 Regular Session Minutes
- h. Approval of March 27, 2023 Work 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

- a. Keizer Rapids Park All Weather Field Project Update

#### 12. COUNCIL MEMBER REPORTS

#### 13. AGENDA INPUT

April 10, 2023 – 6:00 p.m.

City Council Work Session

- City Council 2023-2024 Goal Setting

April 17, 2023 – 7:00 p.m.

City Council Regular Session

May 1, 2023 – 7:00 p.m.

City Council Regular Session

#### 14. ADJOURNMENT

City of Keizer Mission Statement

*Keep City Government Costs And Services To A Minimum By Providing City Services To The Community In A Coordinated, Efficient, And Least Cost Fashion*



# Proclamation

*WHEREAS, the foundation of the City of Keizer is our motto – “Pride, Spirit, and Volunteerism” – that expresses both a vision and a statement of how we live and work together; and,*

*WHEREAS, many residents of this community contribute to the well-being of fellow residents in the Mid-Willamette Valley region by giving generously of their time, resources and energy; and,*

*WHEREAS, many volunteers assist the City of Keizer in performing a multitude of duties, creating and sustaining valuable services, and making government by the people a reality. The members of the City Council, Committees, Boards, Commissions, and Task Forces are all community volunteers; and,*

*WHEREAS, Keizer volunteers faithfully show up to help, time after time, year after year, to take care of neighbors and community whenever there is a need; and,*

*WHEREAS, the City of Keizer values every one of our many Keizer volunteers and wishes to extend our deepest appreciation to all.*

*NOW, THEREFORE, I, Cathy Clark, Mayor of the City of Keizer, together with the Keizer City Council assembled in Regular Session, do hereby proclaim the month of April 2023 as*

## ***VOLUNTEER RECOGNITION MONTH***

*And ask all the people of Keizer to express their thanks to and join in with the many volunteers who continue to help and serve in our community.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to be affixed to this document this 3<sup>rd</sup> day of April 2023.*

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**MAYOR CATHY CLARK**  
*City of Keizer, Oregon*



**WHEREAS**, every child deserves to live in a safe, loving, and caring family environment; and

**WHEREAS**, in 2021, there were 10,766 reported victims of child abuse and neglect in Oregon, of which 1,094 were victims in Marion County; and

**WHEREAS**, we stand together as individuals, organizations, and government agencies to commit to preventing child abuse in our county, by raising awareness throughout the community and by educating and supporting caregivers; and

**WHEREAS**, we assert that strong families and safe, stable, and nurturing environments free from violence, abuse, and neglect are essential for children's optimal growth and success; and

**WHEREAS**, the people of Keizer believe in and work for ensuring a secure future, where the needs of children are a priority and the needs of families are met; and

**WHEREAS**, we are thankful for the many Keizer volunteers, organizations and service providers that work together every day to take action to support families and children and protect the well-being of our children.

**NOW, THEREFORE**, I, Cathy Clark, Mayor of the City of Keizer, together with the Keizer City Council assembled in Regular Session, do hereby proclaim the month of April 2023 as

## **CHILD ABUSE PREVENTION MONTH**

And ask all the people of Keizer to commit to continuing our efforts for protecting our children.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Keizer this 3<sup>rd</sup> day of April 2023.

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**MAYOR CATHY CLARK**



CITY COUNCIL MEETING: APRIL 3, 2023

To: Mayor Clark and City Council Members

FROM: Adam J. Brown – City Manager

SUBJECT: **THE LAVA DOME PRESENTATAION**

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**PROPOSED MOTION:**

N/A

**I. SUMMARY:**

- A. Jamie Hogland and Paige Zizzi, Co-Founders of The Lava Dome Sports Complex will be at the City Council meeting to give a short presentation.

**II. ANALYSIS:**

- A. **Strategic Impact** – N/A
- B. **Financial** – N/A
- C. **Timing** – N/A
- D. **Policy/legal** – N/A

**ALTERNATIVES:**

- A. N/A

**RECOMMENDATION:**

Staff recommends the City Council listen to the presentation.

**ATTACHMENTS:**

- N/A



CITY COUNCIL MEETING: APRIL 3, 2023

To: Mayor Clark and City Council Members

FROM: Adam Brown, City Manager

SUBJECT: **VERDA AND CHEMAWA PUBLIC ART**

**PROPOSED MOTION:**

I move that the council name the public art of whimsical dancing cows located in the traffic circle at the crossroads of Verda and Chemawa as Rosalie's Cows and I further move that the City Council direct staff to bring back amendments to either Ordinance 2020-813 or Resolution No. R2020-3060 clarifying naming responsibilities for future artwork.

or

[If the council wishes to accept the recommendation of the Keizer Public Art Commission to name the whimsical dancing cows Rosalie, Audrey, Elsie, and Rita, no action is needed.]

**I. SUMMARY:**

A public art piece in the traffic circle at Verda Lane and Chemawa Road is ready for production. A question about responsibility for naming a commissioned piece needs resolution so the project can proceed.

**II. BACKGROUND:**

A. The Keizer City Council adopted Ordinance 2020-813 an ordinance providing for public art and public murals, which repealed all previous ordinances (No. 2015-735 and No. 2017-767). Among other points, the ordinance assigns the following responsibilities:

1. Under Sections 8 and 11, the City Council has responsibility for siting spaces for public art.
2. Under Sections 3, 4, 5, and 6 the Keizer Public Art Commission (KPAC) has authority to take applications for public art by a property owner; receive an application from artist for placement of public art at the Keizer Community Center; receive applications for placement of public art at

other locations; and develop specific policies and criteria to review art submissions.

- B. The Keizer City Council approved Resolution No. R2020-3060 adopting public art and public murals policies which repealed Resolution No. R2016-2741. The resolution included policies regarding installation and insurance of public art.
- C. Typically, art work is purchased as designed and named by the artist. KPAC received permission to locate artwork in the circle at the crossroads of Verda Lane and Chemawa Road. The work was commissioned, and therefore different than purchasing already named work. The work commissioned by KPAC was four whimsical dancing cows of different colors. The artwork was commissioned to honor the historical presence of cows near Clagget Creek along Verda Lane.
- D. On June 6, 2022 KPAC reported to the City Council on the project. They reported that there were four cows with hula hoops painted in primary colors in the circle. They said three of the cows were named and they were trying to engage the community in naming the fourth cow.

### III. CURRENT SITUATION:

- A. Because the work was commissioned, the naming of the piece was uncertain. The piece was initially broadly referred to as Rosalie's Cows as an homage to the owner of one of the parcels with cows.
- B. KPAC considered naming the cows individually and came up with several community names for three of the cows. They attempted to use a public process to gather proposed names for the fourth cow. Eight submissions were received with a \$100 fee for each nomination. KPAC approved a name. The City Council has ultimate authority to change the committee's decision.
- C. Councilor Soraida Cross, Council President Shaney Starr, and Mayor Cathy Clark requested that the Keizer City Council address the topic and ask the council to name the project Rosalie's Cows since there is no rule or past practice of KPAC naming art.
- D. Additionally, if the council would like this issue to be addressed in policy, staff could be directed to amend the ordinance or the resolution to further clarify the roles of KPAC and the City Council in naming art.

### IV. ANALYSIS:

- A. Strategic Impact – No Impact.
- B. Financial – The production of the artwork will cost \$7,500. \$5,000 is from a grant from the Keizer Community Foundation and the remaining \$2,500 is anticipated

to come out of KPAC's budget. The city collected, on behalf of KPAC \$100 each for eight nominations to name the fourth cow. If the City Council determines to go in a different direction the city would return the \$100 nomination fees to those who made submissions. KPAC approved \$1,700 out of its budget, but agreed in its last meeting to be prepared to pay the additional \$800 should the council choose to name the work differently than what was approved.

- C. **Timing** – It is hoped that the artwork can be installed and opened for the City of Keizer's 40<sup>th</sup> birthday celebration on June 16-17, 2023. To meet the production deadlines an agreement with the manufacturer needs to be executed as soon as possible.
- D. **Policy/legal** – The City attorney researched that we have resolutions for park naming and park amenities naming, but that we do not have any other provision for naming. Ordinance 2020-813 and Resolution No. R2020-3060 designate the council's responsibility broadly as choosing the location of art and KPAC's responsibility broadly as choosing the art. Both the ordinance and resolution are silent on the issue of naming.

#### **ALTERNATIVES:**

- A. Move that the council name the public art of whimsical dancing cows to be located in the traffic circle at the crossroads of Verda and Chemawa as Rosalie's Cows and direct staff to bring back amendments to either Ordinance 2020-813 or Resolution No. R2020-3060 to clarify naming responsibilities for future artwork.
- B. Take No Action – If no action is taken, the names approved by KPAC of Rosalie, Audrey, Elsie, and Rita will be used.

#### **RECOMMENDATION:**

Staff recommends that council debate the subject and act according to their conscience and direct staff to make appropriate policy changes that reflect the responsibilities between the City Council and KPAC.

#### **Attachments:**

Ordinance 2020-813  
Resolution R2020-3060



A BILL

ORDINANCE NO.

2020- 813

FOR

AN ORDINANCE

PROVIDING FOR PUBLIC ART AND PUBLIC MURALS;  
REPEAL OF ORDINANCES NO. 2015-735 AND 2017-767;  
DECLARING AN EMERGENCY

The City of Keizer ordains as follows:

Section 1. PURPOSE. This Ordinance provides for the placement of Public Art and Public Murals.

Section 2. DEFINITIONS.

Alteration: Any change to a public mural, including but not limited to any change to the image(s), materials, colors or size of the public mural. Alteration does not include naturally occurring changes to the public mural caused by exposure to the elements or the passage of time, or maintenance or repair of the public mural that includes slight and unintended deviations from the original image, colors or materials that occur when the public mural is repaired due to the passage of time, or after damage resulting from vandalism.

Art Easement: An easement given by a property owner to the City of Keizer to provide for placement of Public Art.

Artist: A practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent, who produces works of art, and who is not a member of the Keizer Public Arts Commission.

Artwork: All forms of original creations of visual art, including but not limited to, painting, sculpture, prints, ceramics, drawings, stained glass, mosaics, photography, fiber and textiles, calligraphy, mixed media, and any combination of media, including collage.

City Building: Any building owned or leased by the City, or area therein, which is open to the public; provided however, "City Building" does not include parking lots, roads, bridges, utility lines, service facilities, maintenance sheds, pump

stations, treatment plants and utility facilities, or buildings that have the primary purpose of displaying historical artifacts, cultural items, or works of art.

City Manager: The City Manager of the City of Keizer, or the City Manager's designee.

Keizer Community Center: Interior hallway walls at the Keizer Community Center located 930 Chemawa Road Northeast, Keizer, Oregon.

Public Art: Original Artwork which is accessible to the public and/or public employees, and which has been approved as Public Art by the Keizer Public Arts Commission, acting on behalf of the City of Keizer.

Public Mural: An original, two-dimensional work of visual art, comprised of paint, ceramic or glass tiles, or tesserae, executed by hand directly upon, or affixed directly to an exterior wall of a building, which has been approved by the Keizer Public Arts Commission and accepted by the City into its public art collection pursuant to this Ordinance. A Public Mural is not an original work of visual art if it is mechanically reproduced or computer generated and printed on a base that will be attached to the wall, such as, by way of illustration but not limitation, limited images digitally printed on vinyl.

Section 3. APPLICATION FOR PLACEMENT OF PUBLIC MURAL. A property owner or designee in non-residential zones may apply for placement of a Public Mural with the Keizer Public Arts Commission.

Section 4. APPLICATION FOR PLACEMENT OF PUBLIC ART AT KEIZER COMMUNITY CENTER. An Artist may apply for placement of Public Art at the Keizer Community Center.

Section 5. APPLICATION FOR OTHER PUBLIC ART. An Artist may apply for placement of Public Art at other locations, including, but not limited to statues and sculptures outdoors.

1 Section 6. REVIEW BY KEIZER PUBLIC ARTS COMMISSION.

2 A. Keizer Public Arts Commission (KPAC) shall review each application and  
 3 supporting materials, except for applications submitted by the Salem-  
 4 Keizer School District, the Salem Keizer Education Foundation, or any  
 5 other student art displays. Subject to scheduling approval, applications  
 6 submitted by the Salem-Keizer School District, the Salem Keizer Education  
 7 Foundation, or any other student art displays from schools, educational  
 8 groups or students approved by the City Manager shall be allowed without  
 9 KPAC approval. In addition, applications submitted by the Keizer Art  
 10 Association shall be allowed without KPAC approval.

11 B. The Keizer Public Arts Commission shall develop specific policies and  
 12 criteria on which to base such review. These criteria shall include, but are  
 13 not limited to, artistic quality, originality, context, permanence, diversity,  
 14 feasibility, scale and community support.

15 C. The Keizer Public Arts Commission shall be guided by the policies and  
 16 criteria adopted by City Council Resolution, if any.

17 Section 7. FUNDING/CITY STAFF TIME. Unless specifically budgeted for by the City  
 18 Council, any and all actual costs shall be by donation or in-kind work only. City staff  
 19 time shall be allowed, as directed by the City Manager.

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1 Section 8. SITING OF PUBLIC MURAL. A Public Mural obtained pursuant to this  
2 Ordinance may be sited in, on or about any City Building as approved by the City Council,  
3 or other property under the control of or made available to the City by an Art Easement  
4 between the property owner and the City of Keizer.

5 Section 9. PUBLIC MURAL/ART EASEMENT. A property owner who wishes to  
6 donate wall space to the public for a Keizer Public Arts Commission approved Public  
7 Mural may do so by granting an Art Easement for placement of a Public Mural on his/her  
8 building to the City. Art Easements will be for five or more years. The City Council can  
9 accept or decline any Art Easements for Public Murals which are offered to it. Art  
10 Easements are managed by the City Manager, as with other publicly owned property. The  
11 City Recorder is responsible for maintaining a written and photographic record of each  
12 Keizer Public Arts Commission-approved Public Mural and accepted Art Easement.

13 Section 10. PUBLIC MURAL; CREATION. No person or Artist shall commence  
14 creation of any Public Mural without first obtaining approval from the Keizer Public Arts  
15 Commission, and agreeing to donate the Public Mural to the City's Public Art collection.  
16 Any Public Mural that is created without approval of the Keizer Public Arts Commission,  
17 is inconsistent with the conditions of approval from the Keizer Public Arts Commission,  
18 or is altered without approval is not an allowed Public Mural and is an infraction under  
19 the Civil Infraction Ordinance.

20 Section 11. LOCATION OF OTHER PUBLIC ART. Public Art, other than Art placed  
21 at the Keizer Community Center, may only be placed at locations approved by the Keizer

1 City Council. This category includes, but is not limited to, public statues or sculptures  
2 located in Council-approved areas where the City has been granted license or easement  
3 rights, or in public right-of-way areas.

4 Section 12. ABATEMENT OF NUISANCE/CITATION FOR INFRACTION. The City  
5 Manager or his/her designee may make an investigation to determine whether a violation  
6 of this Ordinance has occurred. If the City Manager or his/her designee determines that  
7 there is a violation of this Ordinance, he or she may proceed to abate the nuisance pursuant  
8 to the Keizer Uniform Abatement Procedure or may seek any other legal or equitable  
9 remedy provided by law for the abatement of the nuisance or for the enforcement of the  
10 provisions of this Ordinance, including without limitation issuing a citation for infraction.

11 Section 13. SAVINGS CLAUSE. Should any section or portion of this Ordinance be  
12 held unlawful and unenforceable by any court of competent jurisdiction, such decision  
13 shall apply only to the specific section, or portion thereof, directly specified in the  
14 decision. All other sections or portions of this Ordinance shall remain in full force and  
15 effect.

16 Section 14. REPEAL OF ORDINANCES NO. 2015-735 AND 2017-767. Ordinances  
17 No. 2015-735 and 2017-767 shall be repealed in its entirety.

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1 Section 15. EFFECTIVE DATE. This Ordinance being necessary for the immediate  
2 preservation of the public health, safety and welfare, an emergency is declared to exist  
3 and this Ordinance shall take effect immediately upon its passage.

4 PASSED this 6th day of April, 2020.

5 SIGNED this 6th day of April, 2020.

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Patricia Clark  
Mayor

Amundson  
City Recorder

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020- 3060

ADOPTING PUBLIC ART AND PUBLIC MURALS POLICIES;  
**REPEAL OF RESOLUTION NO. R2016-2741**

WHEREAS, the City Council adopted an Ordinance Providing for Public Art and Public Murals in 2015;

WHEREAS, the City Council adopted Resolution No. R2015-2615 relating to Public Art and Public Mural policies;

WHEREAS, the City Council adopted Resolution No. R2016-2741 relating to Public Art and Public Mural policies as recommended by the Keizer Public Arts Commission;

WHEREAS, the Keizer Public Arts Commission wishes to make exceptions to the approval process for artwork provided by the Keizer Art Association;

WHEREAS, the City Council has considered the matter and wishes to amend its policies;

NOW, THEREFORE,

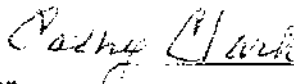
BE IT RESOLVED by the City Council of the City of Keizer that the Public Art and Public Murals policies attached hereto, and by this reference incorporated herein, are hereby adopted.

BE IT FURTHER RESOLVED that Resolution R2016-2741 is hereby repealed in its entirety.

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

3 PASSED this 6th day of April, 2020.

4  
5 SIGNED this 6th day of April, 2020.

6  
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8   
9 Mayor

10   
11 City Recorder  
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## POLICIES FOR PUBLIC ART AND PUBLIC MURALS

1. Artwork must not interfere with City-owned displayed art.
2. Only City staff, authorized Keizer Art Association members, or authorized volunteers are permitted to install and uninstall Artwork in the Keizer Community Center.
3. Except for Keizer Art Association exhibitions, City will be responsible for damage or loss to the Artwork while on display in the Keizer Community Center. Regardless of market value, the maximum liability to the City shall be \$3,000 per individual art piece or \$50,000 per exhibition. An exhibition means all Artwork displayed in the Keizer Community Center at the same time, but does not include City-owned displayed art.
4. City will insure Public Murals in the City of Keizer. The maximum liability to the City shall be \$10,000.00 per Public Mural.
5. City will insure Other Public Art such as public statues and sculptures in an amount the Artist and City agree to in the Agreement for Exhibition of Property. The maximum liability to the City shall be \$25,000.00 per individual art piece.
6. If damaged Artwork, other than artwork associated with a Keizer Art Association exhibition, is repairable, City shall reimburse actual out-of-pocket costs for materials and Artist shall repair the Artwork without charges for labor.
7. Artist will indemnify City related to any defects of the Artwork, faulty workmanship of the Artist, or any acts of negligence by the Artist.
8. Except for Keizer Art Association exhibitions, Artist will be required to enter into an Agreement for Exhibition of Property prior to City staff installing property for display in the Keizer Community Center.
9. Property owner will be required to enter into an Art Easement prior to installation of a Public Mural and such Art Easement shall be placed before the Keizer City Council for authorization prior to the City Manager signing it.
10. City shall not broker for Artist in any manner, including, but not limited to, connecting Artist with potential purchasers or fielding questions about the property.
11. A Public Mural may not include any words, pictures, or symbols that may be considered advertising for any business, entity, or location where the Public Mural is affixed.



CITY COUNCIL MEETING: APRIL 3, 2023

To: Mayor Clark and City Council Members

FROM: Adam Brown, City Manager

SUBJECT: **STATE CAPITAL FUNDING REQUESTS**

**PROPOSED MOTION:**

*I move to authorize the City Manager to submit a capital funding request on behalf of Sports Enterprises Inc. for upgrades to Volcano's Stadium and a capital request for Keizer Rapids Park Artificial Turf Sport Fields project to Senator Kim Thatcher for consideration for state funding.*

*Or*

*I move to authorize the City to apply for Capital Project Funding for the Keizer Rapids Park artificial turf sport fields project only.*

*Or*

*Authorize the City to apply on behalf of Sports Enterprises, Inc. for improvement to the Volcanos stadium only.*

**I. SUMMARY:**

Sports Enterprises Inc., known to most of us as the Volcanos submitted a capital funding request to Senator Kim Thatcher's office. The request will more than likely not be considered unless it comes from a public agency. The council is being asked to consider submitting the project for funding as the property owner. The City is also in need of additional funding for the Keizer Rapids Park artificial turf sport fields project and staff believes a request to support our own project would be prudent.

**II. BACKGROUND:**

- A. The Volcanos, doing business as Sports Enterprises Inc., submitted a capital funding request to Senator Kim Thatcher. Senator Thatcher communicated to Sports Enterprises that it is unlikely that the legislature would be funding private projects. As the property owner, however, the City could make the funding request and it would have a greater potential for funding.

## State Capital Project Funding Requests

April 3, 2023

- B. The Keizer Rapids Park artificial turf sport fields project has been designed and bid documents are being prepared for solicitation. The total project cost is estimated to be \$6.5 million. The project is a collaboration of Marion County and the City of Keizer.

**III. CURRENT SITUATION:**

- A. The City was requested to make application on behalf of Sports Enterprises Inc. The upgrades include two components. The first is to replace the natural grass with artificial turf and the second is to replace the 25-year old outdated field lighting system with energy saving LED field lights.
- B. The Keizer Rapids Park artificial turf sport fields project will add two multipurpose sport fields to Keizer Rapids Park. The sport fields will be open for soccer, football, lacrosse, and rugby. The only all-weather playing field in Keizer is McNary High School which receives significant use.

**IV. ANALYSIS:**

- A. **Strategic Impact** – No Strategic Impact.

**B. Financial**

- 1. Volcano's Project - The total project cost is \$1,950,000. Sports Enterprises, Inc. are requesting funding from the state for \$850,000, which is 44% of the total project cost.
- 2. Keizer Rapids Park Sport Fields – The City has an estimated cost of \$6.5 million. We have approximately \$4.6 million in funding. The project is funded by \$2 million in Marion County ARPA funding and \$2 million in City of Keizer ARPA funding. System Development Charge funding of approximately \$600,000 is available to supplement the \$4 million. A fund-raising effort is underway. Staff suggests that we request \$750,000 in state capital funding request for Keizer Rapids Parks Sport fields, which is 12% of the total project cost.

**C. Timing**

- 1. Volcano's Project - If funding is received, they would like to begin the project in November or December of 2023.
- 2. Keizer Rapids Park Artificial Turf Sport Fields – The project will be ready to be bid at the beginning of May. If we do not have sufficient funding we will need to delay construction.

- D. **Policy/legal** –The City Council is needed to support these requests to be submitted to Senator Thatcher.

**V. ALTERNATIVES:**

- A. Authorize the City to apply on behalf of Sports Enterprises, Inc. for improvement to the Volcanos stadium only.
- B. Authorize the City to apply for Capital Project Funding for the Keizer Rapids Park artificial turf sport fields project only.
- C. Submit a request for funding to support the Keizer Rapids Park artificial turf sport fields Project and the Sports Enterprises, Inc. project.
- D. Take No Action – Funding chances will be low for the Sports Enterprises, Inc. Project.

**VI. RECOMMENDATION:**

Staff recommends that the City Council submit funding request for both projects.



CITY COUNCIL MEETING: APRIL 3, 2023

To: Mayor Clark and City Council Members

FROM: Adam Brown, City Manager

SUBJECT: **SUPPORT FOR HB 3458**

**PROPOSED MOTION:**

*I move to authorize the Mayor to sign a letter of support on behalf of the Keizer City Council for House Bill 3458 a bill limiting post-review appeals through the Land Use Board of Appeals.*

**I. SUMMARY:**

The League of Oregon Cities and other Cities across Oregon are requesting support for HB 3458, which would streamline appeals and prevent costly delays for local government zoning code changes.

**II. BACKGROUND:**

- A. Each city is required to have a comprehensive plan which identifies the ultimate use of the property at its highest and best use. Zoning changes must comply with the comprehensive plan.
- B. Land use decisions made by local governments and special districts can be appealed to the Land Use Board of Appeal (LUBA). LUBA is a three-member Board appointed by the Governor.

**III. CURRENT SITUATION:**

- A. As stated by state staff in the summary, "the bill would limit issues raised for appeal of land use decisions where local government amends comprehensive plans or land use regulations to:
  - 1. Issues that were raised no later than the final evidentiary hearing or the close of the record,
  - 2. Issues that, when raised, were accompanied by statements or evidence sufficient to allow the governing body an adequate opportunity to respond

to each issue, and

3. In the case of an adopted change in response to a remand from LUBA, if the issue is one that could have been but was not previously raised before the board.”
- B. Without this legislation land use decisions can be in a state of never-ending appeals. This bill attempts to limit the issues that can be brought up after LUBA has made a decision. The bill provides a reasonable level protection to local governments while protecting a reasonable appeal process.

#### IV. **ANALYSIS:**

- A. **Strategic Impact** – No Strategic Impact.
- B. **Financial** – Appeals to LUBA can be costly when outside council is needed to address the issues constantly sent back to LUBA.
- C. **Timing** – The bill is currently assigned to the House Committee on Agriculture, Land Use, Natural Resources, and Water. A public hearing was held on March 27, 2023. Written testimony can be submitted through the Oregon Legislative Information System (OLIS).
- D. **Policy/legal** – Legislative agendas are the responsibility of the City.

#### V. **ALTERNATIVES:**

- A. Authorize the mayor to sign a letter of support for HB 3458. The City of Keizer will add its name to the communities across the state supporting this bill.
- B. Take No Action – Keizer’s position on the issue will not be a part of the decision making process.

#### VI. **RECOMMENDATION:**

Staff recommends that the Council authorize the mayor to take a position of support for HB 3458 by signing a letter on behalf of the Keizer City Council.

#### **Attachment**

Draft Letter of Support for HB 3458



# City of Keizer

Phone: (503) 390-3700 • Fax: (503) 393-9437  
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, OR 97307-1000

Mayor Cathy Clark

Councilor Laura Reid

Councilor Kyle Juran

Councilor Robert Husseman

Council President Shaney Starr

Councilor Soraida Cross

Councilor Dan Kohler

Dear Chair Helm, Vice-Chair Hartman, and Vice-Chair Owens, and Members of the Committee,

On behalf of the Keizer City Council we thank you for taking the time to consider this important piece of legislation. The Keizer City Council voted at its meeting on April 3, 2023 to support HB3458. Appeals of local legislative land use decisions, such as Comprehensive Plan amendments and zoning code changes, are subject to repeat appeals that result in costly delays and prevent local governments from implementing critical local and state policy goals in a timely fashion. This is the result of statutes that require LUBA review appeals of local legislative land use decisions differently than quasi-judicial appeals. HB 3458, as amended by -1, will provide a more fair and balanced review of legislative decisions.

Currently, LUBA review of legislative land use decisions is problematic in three significant ways:

- First, in contrast to appeals of quasi-judicial decisions where a “raise it or waive it” rule applies, Oregon law does not require a party to raise an issue before the local decision maker during legislative land use proceedings. As a result, opponents can raise their factual and legal arguments for the first time in their briefs at LUBA. This denies local governments the opportunity to consider potential challenges and revise the decision or the findings to respond before a LUBA appeal is filed.
- Second, unlike a quasi-judicial decision, the Court of Appeals has held that the “law of the case” waiver doctrine does not apply to legislative land use decisions. *Hatley v. Umatilla County*, 256 Or App 91 (2013). In a quasi-judicial decision, when the local government reopens its record on remand, parties may raise new issues when they relate to new evidence or testimony but may not raise old issues that LUBA resolved in its order remanding the decision. Additionally, in a quasi-judicial appeal, parties may not raise issues that could have been raised in the first LUBA appeal but were not. *Beck v. Tillamook*, 313 Or 148 (1992). In contrast, for a legislative remand, even if a City readopts the same code amendments but with revised findings, the parties are not limited to challenging the new findings. As a result, a party can repeatedly appeal a remanded ordinance raising new issues each time.
- Third, when LUBA remands a legislative city decision, LUBA has held that remand has the effect of invalidating the entire ordinance, even when the remand is limited to only a single issue that does not affect other portions of the legislative decision. LUBA has held that, pursuant to ORS 197.835,

**“Pride, Spirit and Volunteerism”**

it does not have the authority to remand a decision in part. The result is that when an ordinance is remanded by LUBA, the City must re-adopt the entire ordinance, rather than correcting the limited issues identified by LUBA. When re-adopting the entire ordinance, new appeals may be raised on entirely different issues that were never challenged in the first appeal. As a result, appeals could continue indefinitely, despite local governments only correcting specific errors identified by LUBA.

HB 3458, as amended by -1, will partially address the first two issues by limiting a party's ability to raise new issues on remand of a local legislative land use decision. Prior to the first LUBA decision, the procedures remain the same—any party can raise new issues in their briefs before LUBA. However, on remand, if LUBA directs the local government to adopt supplemental findings or consider additional evidence and the local government is adopting substantively the same legislative package, parties may not raise new issues that could have been but were not raised in the prior appeal. Instead, parties may only challenge the revised findings or new evidence. This amendment evens the playing field and prevents parties from unfairly blocking or delaying legislative action through repeat appeals.

Regarding the third issue, HB 3458, as amended by -1, will allow LUBA to remand a legislative decision in part when the local government demonstrates that the decision contains a severability clause and is reasonably severable. This would prevent entire legislative packages from delayed implementation, or continuous appeals, while specific issues are resolved.

Cumulatively, HB 3458, as amended by -1, minimizes appeals while continuing to provide a fair process for all parties. Thank you again for your consideration and we urge you to vote Yes on HB 3458 with the -1 amendments.

Sincerely,

Cathy Clark, Mayor  
Keizer, Oregon





CITY COUNCIL MEETING: APRIL 3, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Bill Lawyer, Public Works Director

SUBJECT: **AUTHORIZING CITY MANAGER TO ENTER INTO A RIGHT OF WAY  
LANDSCAPE AND VEGETATED STORMWATER FACILITY  
MAINTENANCE CONTRACT**

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**PROPOSED MOTION:**

*"I move the City Council adopt Resolution R2023-\_\_\_ Authorizing City Manager to Enter into a Right of Way Landscape and Vegetated Stormwater Facility Maintenance Services Contract with GT Landscape Solutions."*

**I. SUMMARY:**

The City has a need for a contractor to provide landscape maintenance services for the City's landscaped right of way areas and the vegetated stormwater facilities (VSF's) throughout the City. A previous contract was ended by the City as it was in the City's best interest to do so.

**II. BACKGROUND:**

- A. The City has had multiple contracts for these services through the past decade.
- B. The City terminated the previous contract and a new request for proposals was required to find a new vendor.

**III. CURRENT SITUATION:**

- A. The City issued a request for proposals for these services in February 2023.
- B. The City received three qualified proposals.
- C. The proposals were reviewed and scored by the review committee with GT Landscape Solutions receiving the highest score.

**IV. ANALYSIS:**

- A. **Strategic Impact** – N/A
- B. **Financial** – The fee schedule for these services is consistent with the previous contract amounts. The total annual cost for these services is \$48,546.00 for right of way landscape maintenance, \$72,765.00 for VSF's and \$3,987 for the Focal Point maintenance.
- C. **Timing** – The City currently has no contract to provide these needed services.
- D. **Policy/legal** – In accordance with the City's purchasing policy the agreement must be authorized by the City Council as the contract amount is greater than \$25,000 and the term is longer than two years.

**V. ALTERNATIVES:**

- A. Authorize the City Manager to enter into a Right of Way Landscape and Vegetated Stormwater Facility Maintenance Services Contract with GT Landscape Solutions.
- B. Take No Action – City staff would need to perform these services.

**VI. RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to enter into a Right of Way Landscape and Vegetated Stormwater Facility Maintenance Services Contract with GT Landscape Solutions.

**ATTACHMENTS:**

- Resolution R2023\_\_\_\_\_ - Authorizing City Manager to enter into a Right of Way Landscape and Vegetated Stormwater Facility Maintenance Services Contract with GT Landscape Solutions.

## CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-\_\_\_\_\_

## AUTHORIZING CITY MANAGER TO ENTER INTO A RIGHT-OF-WAY LANDSCAPE AND VEGETATED STORMWATER FACILITY MAINTENANCE SERVICES CONTRACT WITH GT LANDSCAPE SOLUTIONS

WHEREAS, Brightview Landscape Services, Inc. previously had a contract with the City for street and right of way landscape maintenance;

WHEREAS, Brightview Landscape Services, Inc.'s contract was terminated on December 19, 2022;

WHEREAS, the City issued a Request for Proposals and three proposals were received;

WHEREAS, the review committee independently evaluated the proposals and recommends that the Council enter into a contract with GT Landscape Solutions;

WHEREAS, the City and GT Landscape Solutions wish to enter into the Contract attached hereto;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to enter into the City of Keizer Street and Right-of-Way Landscape Maintenance Services and Vegetated Stormwater Facility Maintenance Services Contract attached hereto on behalf of the City.

1 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the  
 2 City Manager is authorized to take such further action as necessary.

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

5 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

6

7 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

8

9

10

11

12

13

14

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 City Recorder

**STREET AND RIGHT-OF-WAY LANDSCAPE  
MAINTENANCE SERVICES AND VEGETATED STORMWATER  
FACILITY MAINTENANCE SERVICES CONTRACT**

This Contract is between the CITY OF KEIZER, an Oregon municipal corporation ("City") and GT LANDSCAPE SOLUTIONS ("Contractor").

The parties mutually covenant and agree as follows:

**1. Effective Date and Duration.**

The period of this Contract shall be April 4, 2023 to April 3, 2026. The City and Contractor may extend the Contract for two additional two-year terms upon mutual written consent of the parties.

**2. Statement of Work.**

The work required under this Contract is contained in the attached Scope of Services and the Standard Terms and Conditions for Standard Public Contracts. The Contractor shall comply in every way with the requirements of the Scope of Services and the Standard Terms and Conditions for Standard Public Contracts that are hereby made a part of this Contract by attachment and by this reference.

**3. Project Schedule.**

Contractor shall submit to the Public Works Director a project schedule beginning on the date of the prework and onsite visit appointment and every week thereafter, through the end of the contract. The project schedule shall provide the dates you will be working in the area, and the exact locations where Contractor plans on working.

Contractor shall send a text to 503-932-0612 every time Contractor is working. The text should indicate that Contractor is working in town at the following location: \_\_\_\_\_ (state where Contractor is working).

**4. Prework Conference and Onsite Visit.**

Before any work is started, a prework conference and an onsite visit attended by the Contractor, Public Works Director, and others as appropriate, will be held to establish a working understanding among the parties and to discuss the schedules referred to in Section 3, procedures for handling submittals, processing of invoices, and maintaining records. Contractor is required to request such conference and visit as soon as possible to prevent delays in the project.

**5. Consideration.**

a. City shall pay a one-time clean up payment of \$14,287.00 for street and right-of-way landscape clean up, \$20,434.00 for vegetated stormwater facility clean up, and \$558.00 for Focal

Point clean up. City shall pay Contractor \$5,394.00 each month from March through November each year for street and right-of-way landscape maintenance services, \$8,085.00 each month from March through November each year for vegetated stormwater facility maintenance services, and \$443.00 each month from March through November each year for Focal Point maintenance services. City and Contractor agree that this price is for the maintenance services and frequencies as outlined in the Scope of Services attached hereto. Contractor understands and agrees that additional service areas may be added and the City shall pay Contractor a negotiated price similar to the contract pricing for street and right-of-way landscape maintenance services and vegetated stormwater facility maintenance services considering the size, location and complexity of the new areas as agreed upon in writing between the parties. Contractor understands and agrees that no payment will be paid for the months of December, January or February each year.

b. Contractor will submit an invoice monthly within fourteen (14) days following services performed. Contractor understands and agrees that the invoice must be itemized with the fee for street and right-of-way landscape maintenance, the fee for the vegetated stormwater facility maintenance, and the fee for the Focal Point separate. Contractor shall submit electronically or paper copy report form provided by the City for each right-of-way and each vegetated stormwater facility that lists the name, type of system, work completed and any pesticide application reporting. The areas will be identified using the name and numbers on the City-provided map. The report will also list any conditions of concern, damages, and other issues along with actions taken. City shall pay Contractor within thirty (30) days of receipt of invoice and reports, providing that all work submitted for payment has been performed accurately and completely.

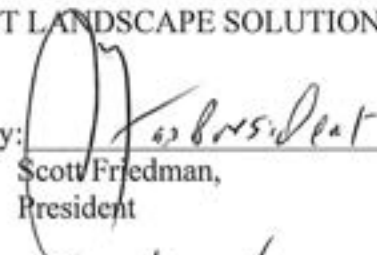
c. This Contract may be cancelled by City if sufficient funds are not available or authorized by the City Council (Standard Terms – Section 9.b.).

CITY OF KEIZER

By: \_\_\_\_\_  
Adam J. Brown,  
City Manager

Dated: \_\_\_\_\_

GT LANDSCAPE SOLUTIONS

By:  \_\_\_\_\_  
Scott Friedman,  
President

Dated: 3/23/23

APPROVED AS TO FORM:

\_\_\_\_\_  
Keizer City Attorney



**CITY OF KEIZER  
STANDARD TERMS AND CONDITIONS FOR  
STANDARD PUBLIC CONTRACTS**

**1. Contractor is an Independent Contractor**

a. Contractor shall perform the work required by this Contract as a suitable provider. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor shall ensure that the work is performed at the frequencies outlined in the Scope of Services attached hereto.

b. The Contractor represents and warrants that Contractor is an independent contractor and not an employee or agent of the City for any purpose, and shall obtain no rights to any employee benefits, which accrue, to City's employees. 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.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this Contract.

d. Contractor is not eligible to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, retirement, any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this Contract.

**2. Subcontracts and Assignment**

Contractor shall not subcontract any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without the prior written consent of the City.

**3. No Third Party Beneficiaries**

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

#### **4. Successors in Interest**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

#### **5. Contract Documents**

The Contract Documents, which comprise the entire Contract between the City and Contractor, include the Landscape Maintenance Services and Vegetated Stormwater Facility Maintenance Services Contract, Scope of Services and Standard Terms and Conditions for Standard Public Contracts.

All exhibits, schedules and lists attached to the Contract Documents shall be deemed a part of the Contract Documents and incorporated herein, where applicable, as if fully set forth herein.

#### **6. Contractor's Representations**

By executing this Contract, the Contractor hereby represents that:

- a. Contractor has familiarized itself with the nature and extent of the Contract Documents, project work, site, locality, general nature of work to be performed by City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.
- b. Contractor will be responsible to perform the work in a manner to comply with all state and federal requirements, including ADA, Civil Rights Act, OSHA, and EEO requirements.
- c. Contractor will be responsible for all traffic control needed to perform the work and must wear safety vests at all times and use safety cones as required. All traffic control measures shall comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- d. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.
- e. Contractor shall perform services in a manner to maintain established plant health and minimize damage to the vegetated stormwater facility system and the landscape and right-of-way maintenance areas.



- f. Contractor agrees that the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the project work.
- g. Contractor shall use care around irrigation systems and any damage in the work areas should be reported to the City within 24 hours.
- h. Contractor shall report any unusual activity and illicit discharges (oil, paint, grey water, other potentially hazardous substances, etc.) to City immediately. In addition, Contractor shall carry a spill kit at all times.
- i. Contractor will supply and maintain all equipment necessary to accomplish the work under this Contract.
- j. Contractor shall report to the City within 24 hours if anything unusual is noted during field work.
- k. Contractor shall not refuel or repair equipment within at least 25 feet from receiving waters and stormwater facilities.
- l. Contractor shall only use post and pre-emergent applications as allowed by guidelines provided by the City. Contractor shall remove any spilled pesticide or fertilizer from impervious surfaces surrounding the facility by sweeping or hosing the material back into the facility as long as the quantity will not be harmful to the vegetation. If the quantity would be harmful to the vegetation, then Contractor shall remove the spilled pesticide or fertilizer from impervious surfaces using a spill kit. No material shall be intentionally deposited outside the facility for which it was intended.

## **7. Notice to Proceed**

Notice to Proceed will be given by the City after the Contract has been executed and all required insurance documents approved. The Contractor shall commence the project work within five (5) days of the date of the Notice to Proceed.

## **8. Suspension of the Work**

The City, and its authorized representatives, may suspend portions or all of the project work due to causes including, but not limited to:

- a. Failure of the Contractor to correct unsafe conditions;
- b. Failure of the Contractor to carry out any provision of the Contract;
- c. Failure of the Contractor to carry out orders;

- d. Conditions, in the opinion of the City, which are unsuitable for performing the project work;
- e. Allowance of time required to investigate differing site conditions;
- f. Sufficient funds not available;
- g. Any reason considered to be in the public interest.

The Contract time will not be extended, nor will the Contractor be entitled to any additional compensation if the work is suspended pursuant to subsections (a), (b) (c) or (f). If work is suspended pursuant to subsections (d) or (e), the Contract time may be extended and the Contractor may be entitled to additional compensation, depending on all relevant circumstances in the reasonable discretion of the City. If the project work is suspended pursuant to subsection (g), the Contractor is entitled to a reasonable extension of the Contract time and reasonable compensation for all costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs.

## **9. Early Termination**

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The City may terminate the Contract in whole or in part whenever the City determines that termination of the Contract is in the best interest of the public, including sufficient funds not being available. The City will provide the Contractor seven (7) days prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances shall Contractor be entitled to lost profits due to termination.
- c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

## **10. Payment on Early Termination**

- a. If this Contract is terminated under 9(a), 9(b) or by Contractor under 9(c), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.

b. If this Contract is terminated by the City under 9(c), then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in Section 11, Remedies.

## **11. Remedies**

a. In the event of termination by the City under 9(c), then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the reasonable excess within thirty (30) days of demand.

b. The remedies provided to the City under Section 9, Section 10 and Section 11 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

c. In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in Sections 9(c) and 10(a).

## **12. Access to Records**

Contractor shall maintain and the City, and its authorized representatives, shall have access to all books, documents, papers and records of Contractor which relate to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

## **13. Ownership of Work**

All work products of the Contractor, including background data, documentation and staff work that is preliminary to final reports, which result from this Contract are the property of City. Use of any work product of the Contractor for any purpose other than the use intended by this Contract is at the risk of the City.

## **14. Compliance with Applicable Law**

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this Contract, including, without limitation, ORS chapter 279, 279A, 279B, and 279C and are incorporated herein by this reference as though fully set forth. Without limiting the foregoing, Contractor expressly agrees to comply with: (I) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.



## 15. Recycle/Compost Yard Waste Material

Contractor shall be responsible for the proper removal and disposal removed from the areas of services. Contractor shall salvage, recycle, compost or mulch yard waste material at an approved disposal site, if feasible and cost-effective. **Directing or placing debris or materials into a ditch, waterway or the right-of-way is strictly prohibited.**

## 16. Progress Payments

The Contractor shall submit a monthly invoice for services rendered to the City. The Contractor shall invoice only for services rendered. The invoice(s) shall be delivered to:

Finance Department  
City of Keizer  
PO Box 21000  
Keizer, OR 97307

The invoice must show the name, address, and telephone number of Contractor, invoice number, billing period, work performed (street and right-of-way landscape maintenance, vegetated stormwater facility maintenance, and the Focal Point must be separate), and amount due.

Contractor shall also submit with the invoice electronically or a paper copy report form provided by the City for each right-of-way and each vegetated stormwater facility that lists the name, type of system, work completed and any pesticide application reporting. The areas will be identified using the name and numbers on the City-provided map. The report will also list any conditions of concern, damages, and other issues along with actions taken.

Payment shall not exceed a one-time clean up payment of \$35,279.00 payable within 14 days of acceptance of the clean up by City and \$13,922.00 per month for nine (9) months per year as outlined in this Contract without the prior approval of the City. Total payments to Contractor shall not exceed the amount specified in the Contract without prior written approval of the City. City shall add services only by written instruction and the above payment amount shall be increased as agreed to in writing by the parties. Payment will be made as promptly as the ordinary payment procedure of the City will permit.

## 17. Change Orders

The Contractor agrees to complete this Contract in accordance with the attached Scope of Services, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event of failure to so agree, the City may then proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party shall in no way relieve either the Contractor or City of this Contract and neither will such action be cause for collection of damages by either party to the Contract, one from the other.

## **18. Inspection and Acceptance**

Inspection and acceptance of all work required under this Contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

## **19. Indemnity**

a. Except for the professional negligent acts covered by Paragraph 19.b., Contractor shall defend and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

b. Contractor shall defend and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract.

## **20. Insurance**

Contractor shall procure and maintain at its own expense, during the life of this Contract, property and personal injury liability insurance in the amount of \$1,000,000.00 for property damage and per person bodily injury and no less than \$2,000,000.00 for any number of claims arising out of a single accident or occurrence. Contractor shall also procure and maintain at its own expense, automobile liability insurance in an amount of \$1,000,000.00. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to the City in writing. Contractor must provide the City with a certificate of insurance evidencing the insurance within five (5) days from Contractor's execution of this Contract. The certificate of insurance must include the following language: "The City of Keizer, its officers, agents, contractors, and employees are named as additional insured."

Contractor shall procure and maintain, at his 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 his employees at the site of the project. Certificates evidencing the issuance of such insurance shall be filed with City within ten (10) days after execution of this Contract.

## **21. 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.

**CITY:**

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

**CONTRACTOR:**

Scott Friedman  
President  
GT Landscape Solutions  
1335 Candlewood Dr NE  
Keizer, OR 97303

**22. Waiver**

It is expressly understood and agreed that any waiver granted by City 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 City nor the payment of all or any part of the sum due Contractor hereunder shall constitute a waiver, by City, of any claim which City may have against Contractor under this Contract.

**23 Errors**

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

**24 Governing Law**

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of Keizer, Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Marion County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

**25 Severability**

If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

**26 Attorney's Fees**

If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.



**27 Merger Clause**

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## ONE-TIME CLEAN UP SCOPE OF SERVICES



## Item #6 Pricing

**5. Consideration.**

a. City shall pay a one-time clean up payment of \$\_\_\_\_\_ for street and right-of-way landscape clean up, \$\_\_\_\_\_ for vegetated stormwater facility clean up, and \$\_\_\_\_\_ for Focal Point clean up. City shall pay Contractor \$\_\_\_\_\_ each month from March through November each year for street and right-of-way landscape maintenance services, \$\_\_\_\_\_ each month from March through November each year for vegetated stormwater facility maintenance services, and \$\_\_\_\_\_ each month from March through November each year for Focal Point maintenance services. City and Contractor agree that this price is for the maintenance services and frequencies as outlined in the Scope of Services attached hereto. Contractor understands and agrees that additional service areas may be added and the City shall pay Contractor a negotiated price similar to the contract pricing for street and right-of-way landscape maintenance services and vegetated stormwater facility maintenance services considering the size, location and complexity of the new areas as agreed upon in writing between the parties. Contractor understands and agrees that no payment will be paid for the months of December, January or February each year.

Street and ROW Cleanup                      \$14,287.00 (185-man hours)

- Hula Hoe and hand weed beds establishing the maintenance precedent appearance.
- String Trim grasses down to ground level.
- Prune Trees and Shrubs to a condition precedent
- Cut down ornamental grasses to spring condition.
- Remove accumulated leaves and organic debris in the beds and shrubs. Currently the ground cover has leaves packed into it. GT proposes to clean these areas out.
- Dispose of Litter
- Application of Pre-emergent at completion
- Dispose of trash and greenwaste debris off site



**Vegetated Storm Water Facility Cleanup      \$20,434.00 (319-man hours)**

- Hand remove noxious weeds
- Remove leaves and garbage from planters
- Clean out storm water inlets
- Cut down grasses and shrubs to a spring condition – Based on the storm water facility chart provided.
- Remove excess sentiment around drainage outlets.
- Dispose of trash and greenwaste debris off site

**Focal Point Cleanup      \$558.00 (5-man hours)**

- Hard Edge/Soft Edge Lawns
- Hand weed flower beds
- Rake and remove debris.
- Initial mowing and fertilizer application.

**ROW Maintenance (996 hrs)      \$5,394.00 /month (March-November)**

- Per Specification

**Vegetated Storm Water (1425 hrs)      \$8,085.00/month (March-November)**

- Per Specification

**Focal Point Maintenance (93 hours)      \$443.00 /month (March-November)**

- Per Specification



03.07.23

Signature

Date

## Landscape Right of Way Maintenance Scope of Services

**Services** to be provided from March through November of each year. Post and pre-emergent applications allowed upon City approval. Areas to be weed and litter free, plants and grasses pruned, trees maintained and leaves cleaned up. All material to be picked up and disposed of properly.

**Turf Care:**

**Mowing:** Twice per month for right of way areas, and per schedule listed for Focal Point.

**Fertilizing:** High grade, slow release fertilizer applied twice per year to ensure healthy and green turf including Focal Point.

**Planter Bed Clean Up:** Weeding and ongoing debris clean up, including litter removal to maintain a neat and orderly appearance. Twice per month.

**Vegetation Pruning:** All plants and shrubs to be pruned monthly or as needed depending on plant variety to maintain a neat and tidy appearance. Vegetation should not extend past the sidewalk or curb.

**Trees limbs:** Shall be kept pruned to a minimum height of 8 feet above sidewalks and 13 feet above streets. All sucker limbs shall be removed.

**Spot pruning/trimming:** At intersections shall occur as needed throughout the year to prevent vision hazards.

**Leaf Removal:** Leaf clean up twice a month, March through November, to maintain a neat and orderly appearance.

**Fertilizing:** Trees and shrubs will be fertilized once per year.

### AREAS OF SERVICES

**1) Chemawa Road NE** – both sides from just east of Fire dept. to Claggett Creek Park (planter strips and islands) note: ***\*exclude mowing grass strip in front of City Hall.***

Twice per Month Service

**2) Keizer Station Blvd** – from Lockhaven on the east side of Keizer Station Blvd. to the back side of Target and from Lockhaven on the west

side of Keizer Station Blvd. to Tepper Ln. (wide areas, islands and planter strips and all areas between curb and sidewalk)

Twice per Month Service

**3) Cherry Ave.** – from Manbrin Dr. on the east side to Candlewood Dr. and from Manbrin Dr. on the west side to Cade Ave. (planter strips and landscape islands \*one on the north end of Cherry and one on the south end by the Salem Parkway)

Twice per Month Service

**4) Sam Orcutt Way** – River Road to Cherry Ave. (planter strips on both sides)

Twice per Month Service

**5) Lockhaven Dr. N** – McClure to Windsor Island Rd. (mow planter strips on both sides)

Twice per Month Service

**6) Lockhaven Dr. NE** – McLeod Lane to R/R Tracks (planter areas on both sides)

Twice per Month Service

**7) SW & NE corner Lockhaven Dr. & River Rd.** (planter strip along River Rd. (115') and planted area behind sidewalk) also Water Feature by 7-11.

Twice per Month Service

**8) River Road & Wheatland Rd.** - Landscaped Island.

Twice per Month Service

**9) Focal Point** at S.W. corner of River Rd. and Chemawa Rd.

Weekly Service (Mar. – Jun.) Biweekly Service (Jul. – Nov.)

Needs to be separated out for billing purposes (General Fund)

See attached drawings for specific locations.





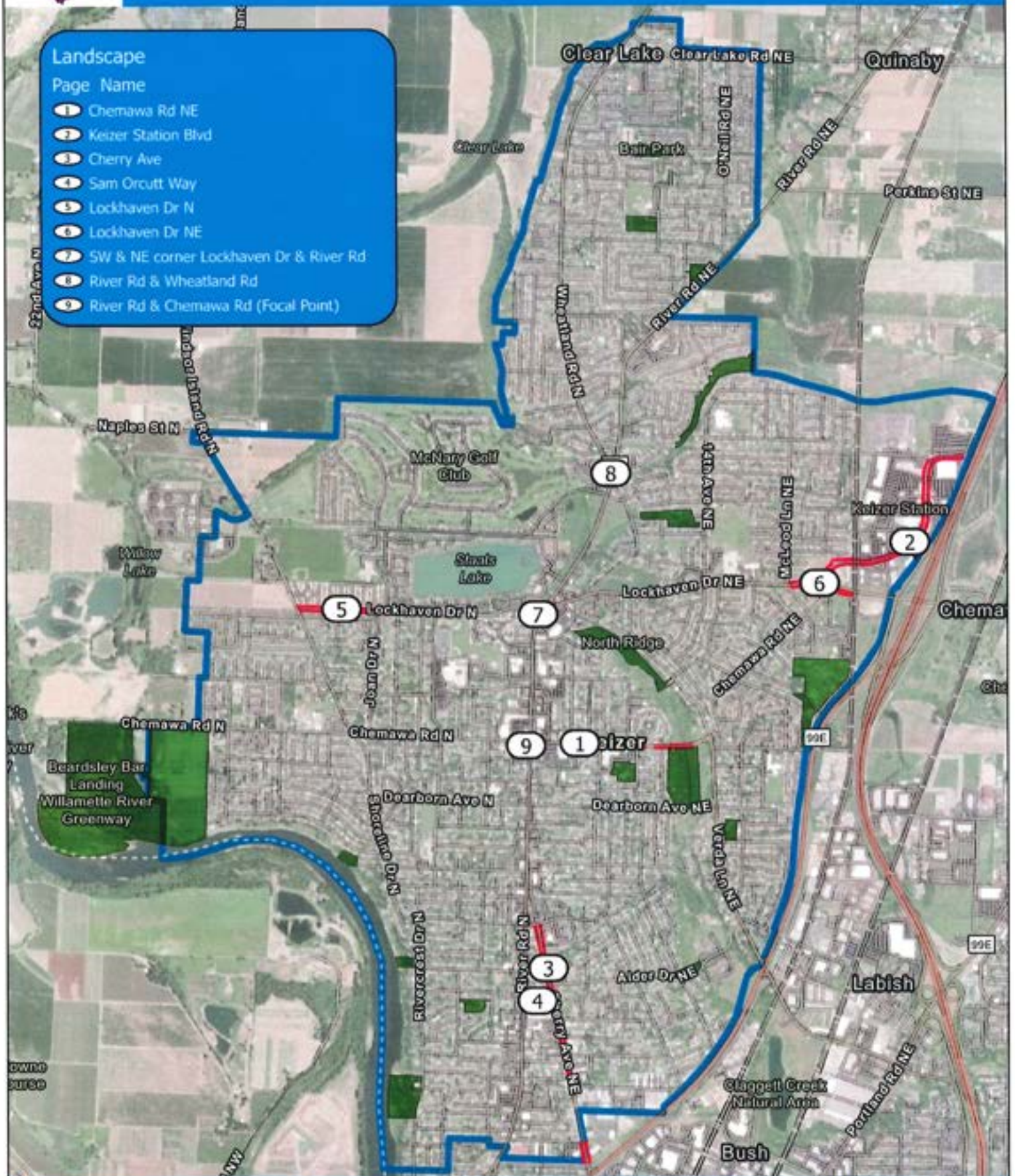
## City of Keizer - ROW



## Landscape

## Page Name

- 1 Chemawa Rd NE
- 2 Keizer Station Blvd
- 3 Cherry Ave
- 4 Sam Orcutt Way
- 5 Lockhaven Dr N
- 6 Lockhaven Dr NE
- 7 SW & NE corner Lockhaven Dr & River Rd
- 8 River Rd & Wheatland Rd
- 9 River Rd & Chemawa Rd (Focal Point)







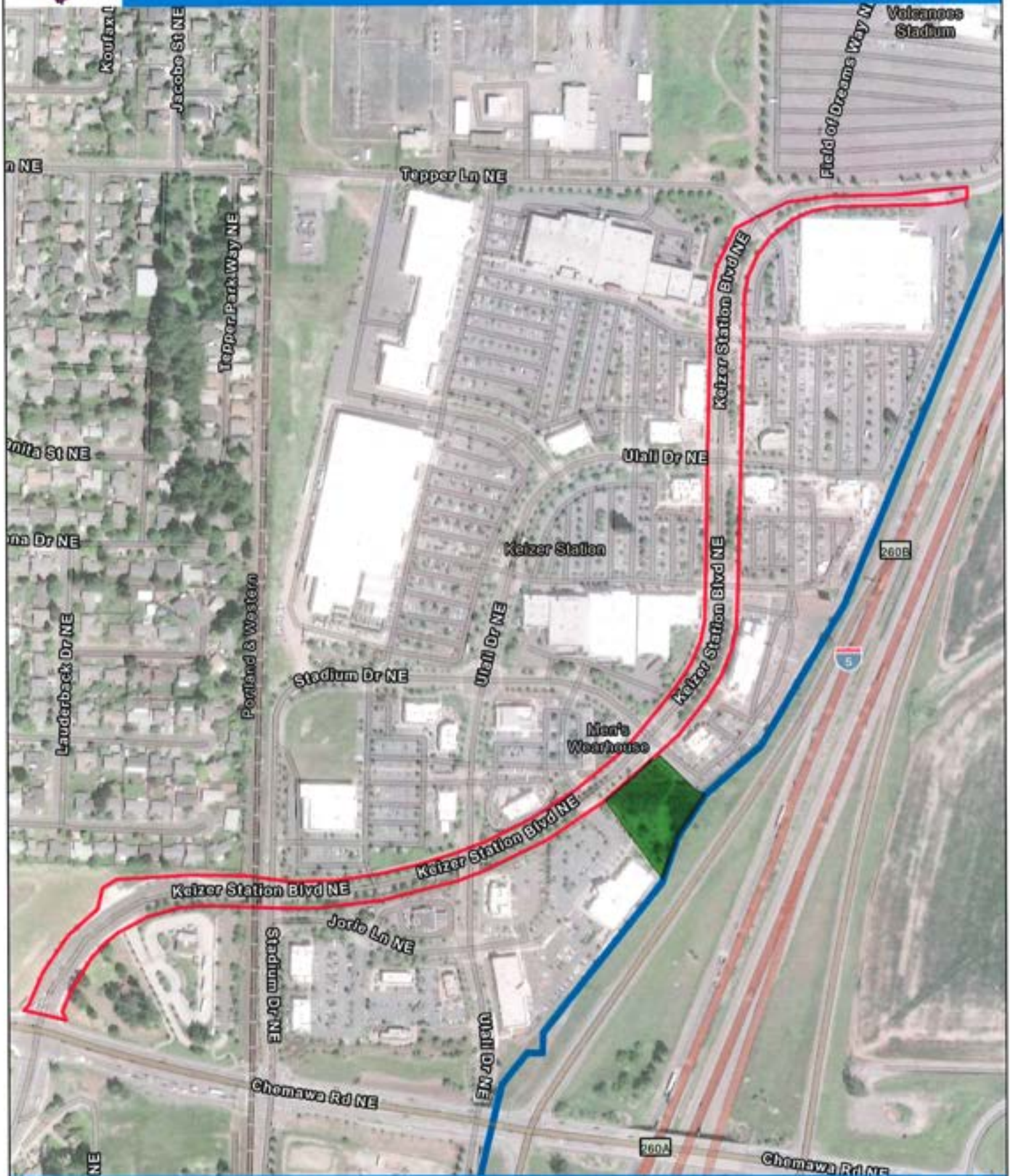
## Chemawa Rd NE

0 120 240  
Feet





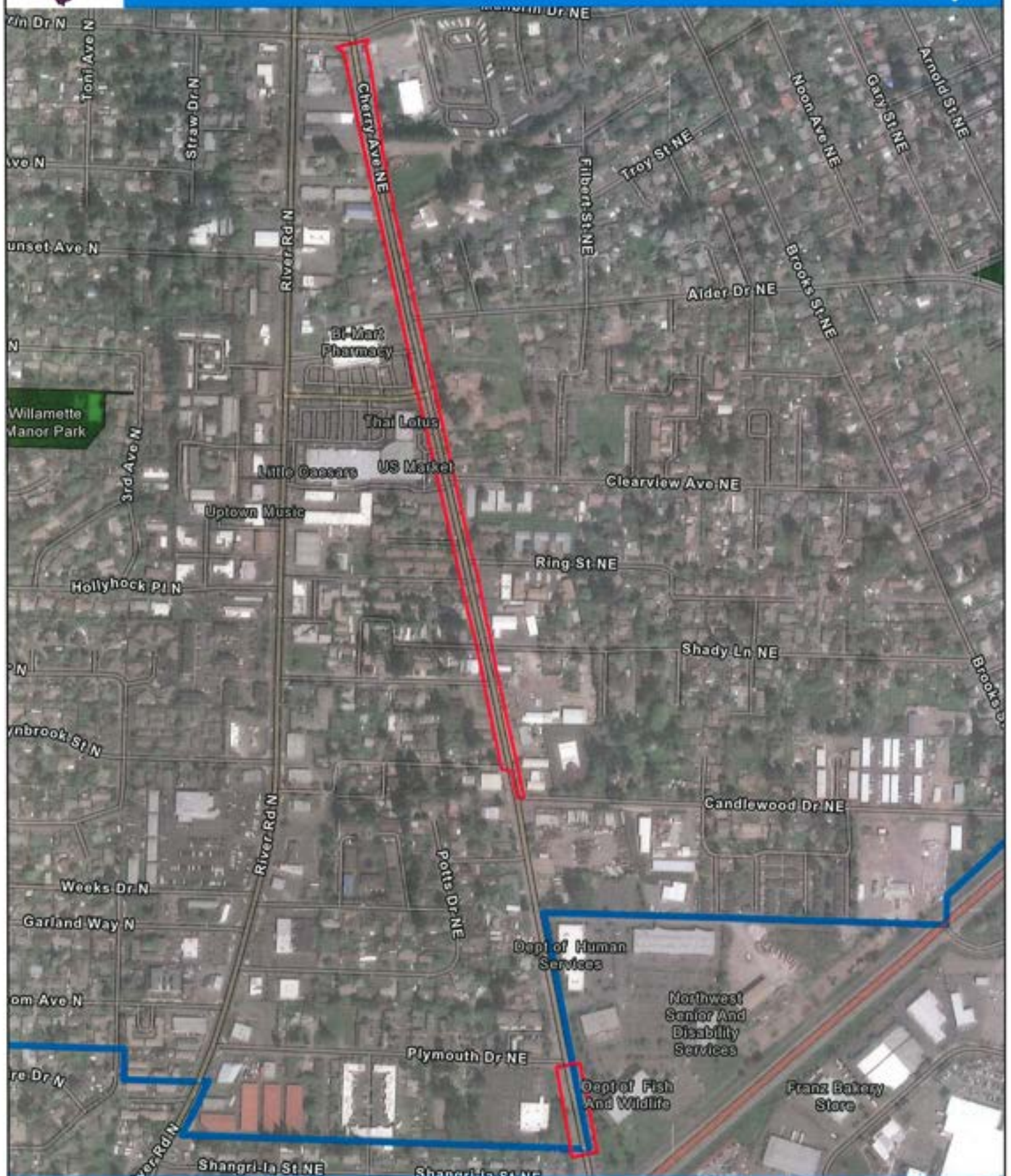
## Keizer Station Blvd

0 145 290  
Feet





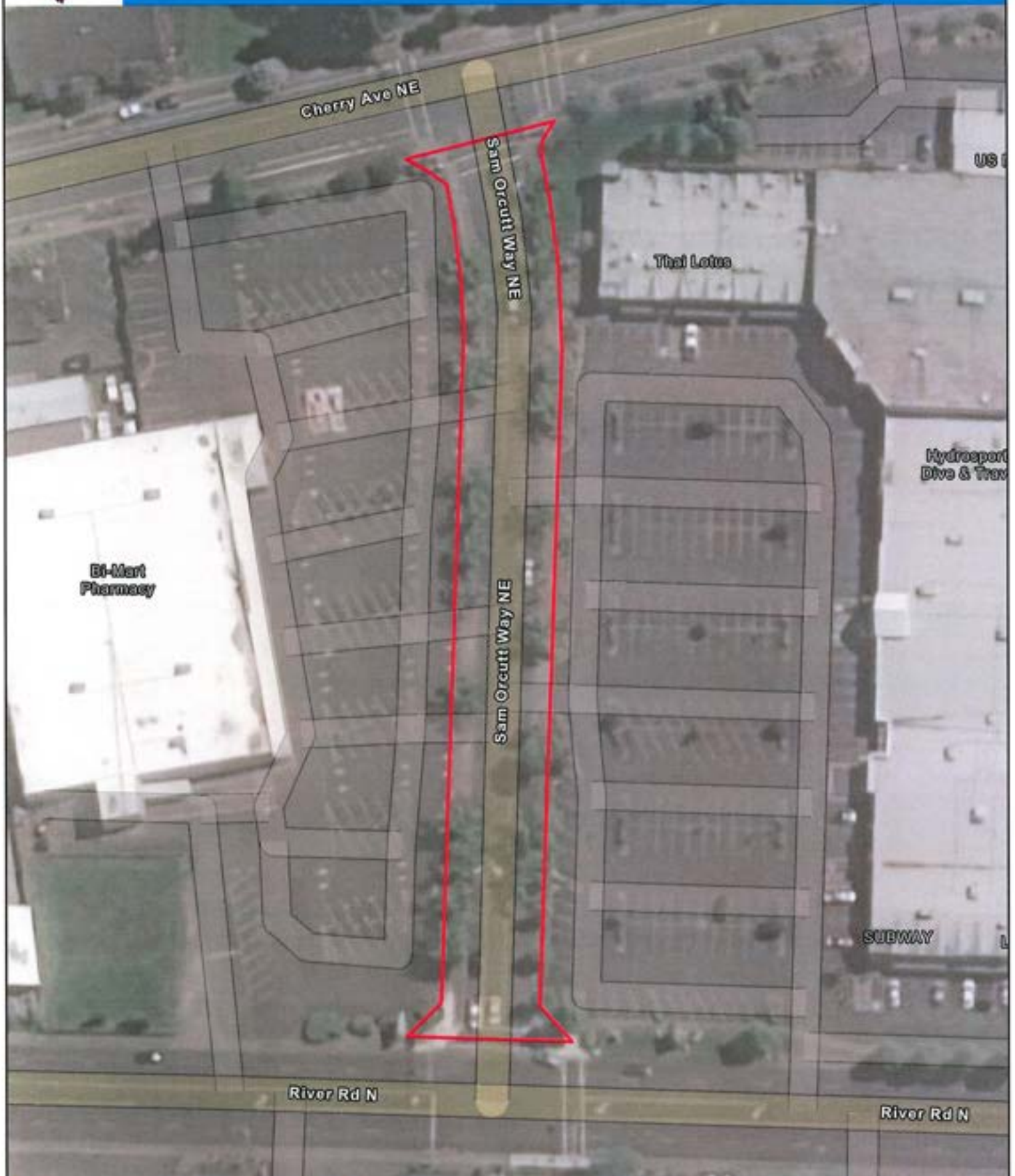
## Cherry Ave

0 205 410  
Feet





## Sam Orcutt Way

0 25 50  
Feet





## Lockhaven Dr N

0 80 160  
Feet



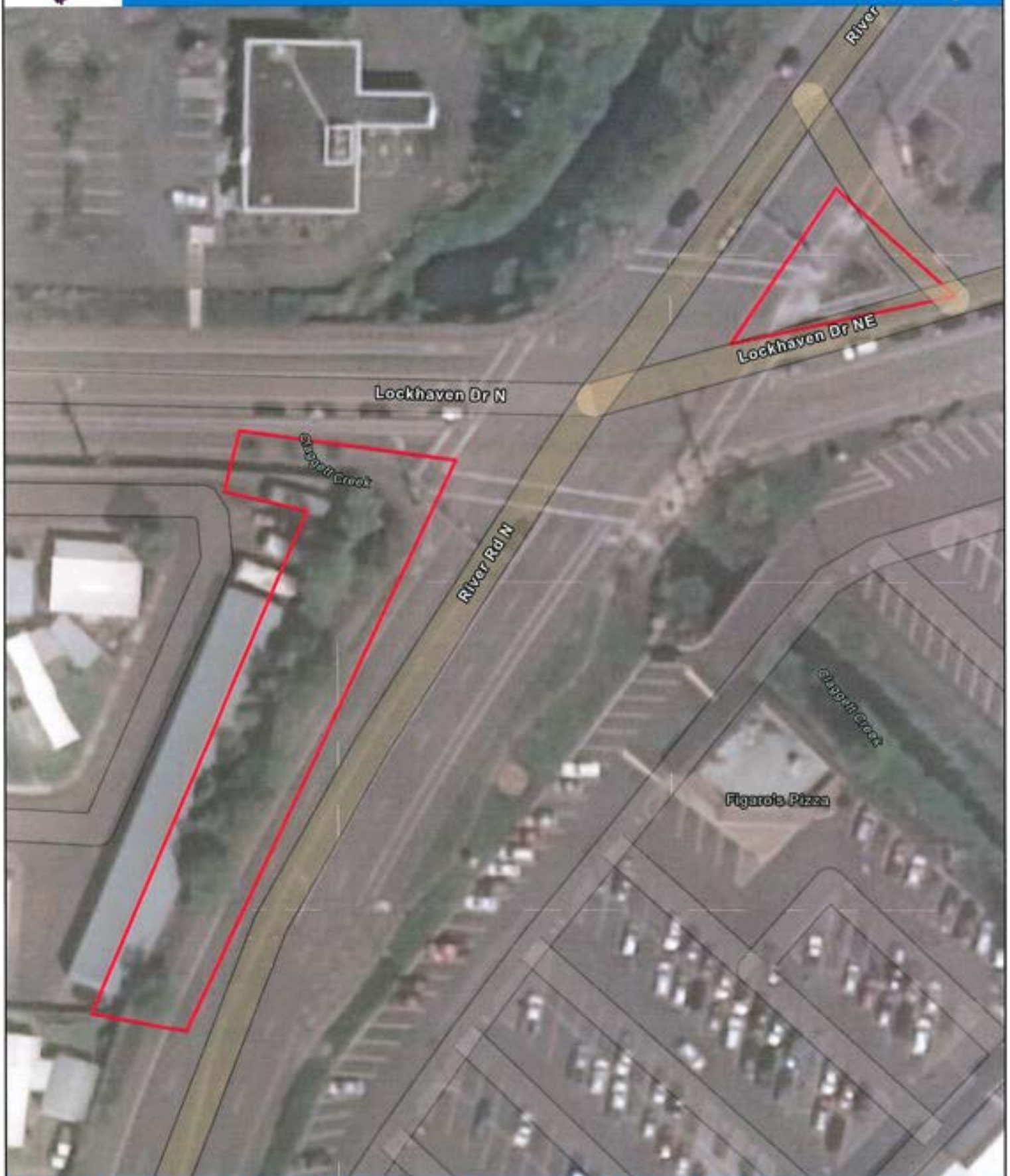


50

## Lockhaven Dr NE

0 55 110  
Feet











## Vegetated Stormwater Facility (VSF) Scope of Services

**Services** to be provided from March through November of each year. Post and pre-emergent applications allowed upon City approval. Areas to be weed and litter free, plants and grasses pruned, curb inlets clean, trees maintained and leaves cleaned up. All material to be picked up and disposed of properly.

**Planter Bed Clean Up:** Weeding and ongoing debris clean up, including litter removal to maintain a neat and orderly appearance. Twice per month.

**Vegetation Pruning:** All plants and shrubs to be pruned monthly or as needed depending on plant variety to maintain a neat and tidy appearance. Vegetation should not extend past the sidewalk or curb.

**Trees limbs:** Shall be kept pruned to a minimum height of 8 feet above sidewalks and 13 feet above streets. All sucker limbs shall be removed.

**Spot pruning/trimming:** At intersections shall occur as needed throughout the year to prevent vision hazards.

**Leaf Removal:** Leaf clean up twice a month, March through November, to maintain a neat and orderly appearance.

**Curb Inlets:** Drainage curb inlets are to be kept clear and free of plant/material build up. All material must be removed and disposed of properly.

### VSF AREAS OF SERVICES

All VSF Areas shall be maintained no less than twice per month.

- 1) 5<sup>th</sup> Ave N.
- 2) Aldine Ct. NE
- 3) Candlewood Dr NE
- 4) Chemawa Rd. N. – A  
Chemawa Rd. N. – B  
Chemawa Rd. N. – C  
Chemawa Rd. N. – D  
Chemawa Rd. N. – E  
Chemawa Rd. N. – F
- 5) Claggett Ct. N
- 6) Farmland Ln. NE (off Wheatland Rd N)

- 7) Joan Dr. N
- 8) Lacey St N
- 9) Lydia Ave N – A  
Lydia Ave N – B
- 10) Roundabout (Chemawa & Verda NE)
- 11) Sieberg St NE
- 12) Appleblossom Ave N
- 13) Rivercrest Dr N
- 14) Dearborn Ave NE
- 15) 1095 Clearview Dr NE

See attached drawings for specific locations.



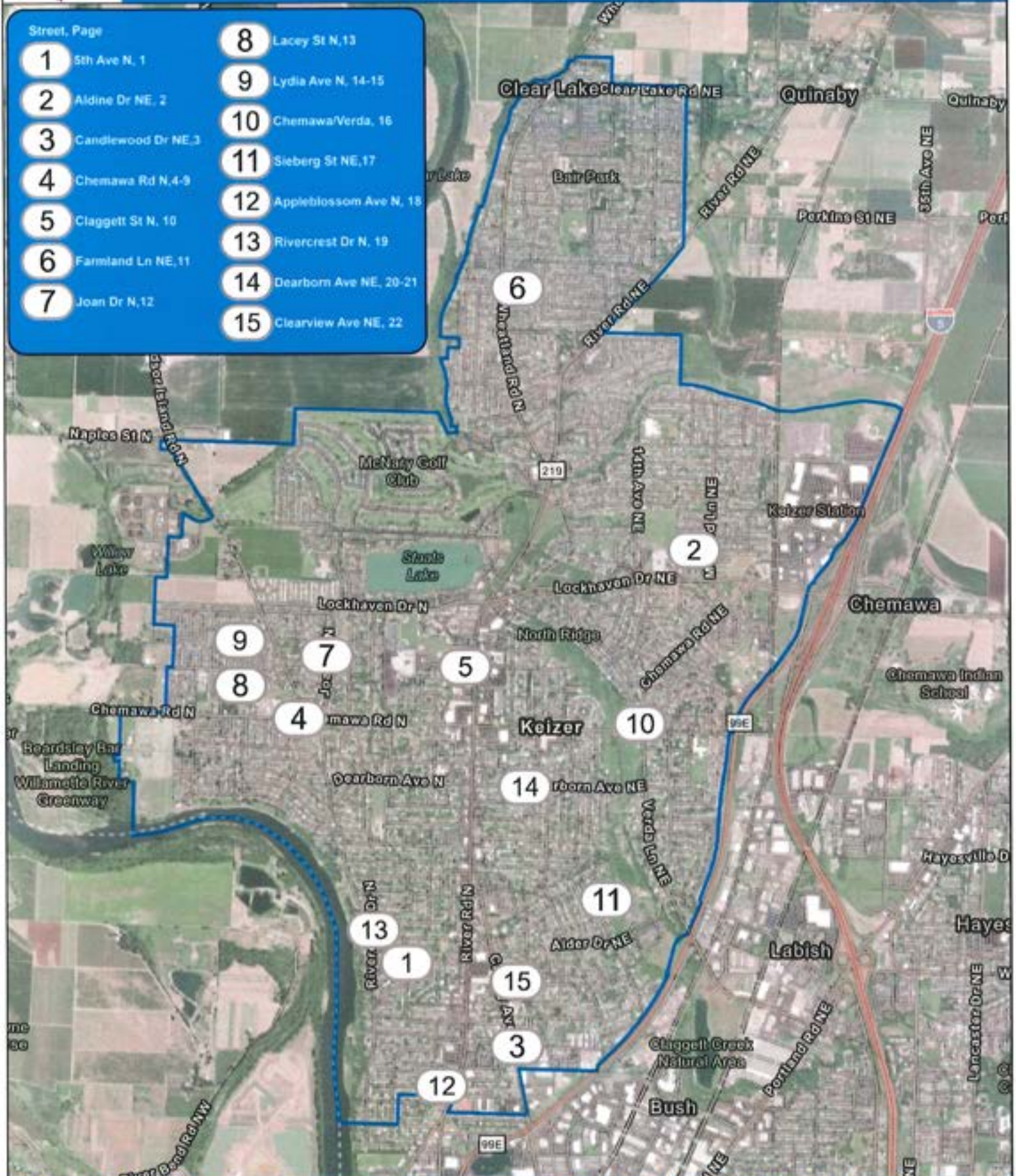


## City of Keizer - VSF



Street, Page

- |   |                     |    |                        |
|---|---------------------|----|------------------------|
| 1 | 5th Ave N, 1        | 8  | Lacey St N, 13         |
| 2 | Aldine Dr NE, 2     | 9  | Lydia Ave N, 14-15     |
| 3 | Candlewood Dr NE, 3 | 10 | Chemawa/Verda, 16      |
| 4 | Chemawa Rd N, 4-9   | 11 | Sieberg St NE, 17      |
| 5 | Claggett St N, 10   | 12 | Appleblossom Ave N, 18 |
| 6 | Farmland Ln NE, 11  | 13 | Rivercrest Dr N, 19    |
| 7 | Joan Dr N, 12       | 14 | Dearborn Ave NE, 20-21 |
|   |                     | 15 | Clearview Ave NE, 22   |







VSF-Owner

 Kelzer

 Private

57

5th Ave N

0 5 10  
Ft



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VSF-Owner

Keizer

Private

58

# Aldine Dr NE

0 20 40  
Ft



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VSF-Owner

 Kelzer

 Private

59

# Candlewood Dr NE

0 5 10  
Ft



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VSF-Owner

Keizer

Private

# Chemawa Rd N - A

0 37.5 75  
Ft



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VSF-Owner

Keizer

Private

61

# Chemawa Rd N - B

0 37.5 75  
Ft



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VSF-Owner

Keizer

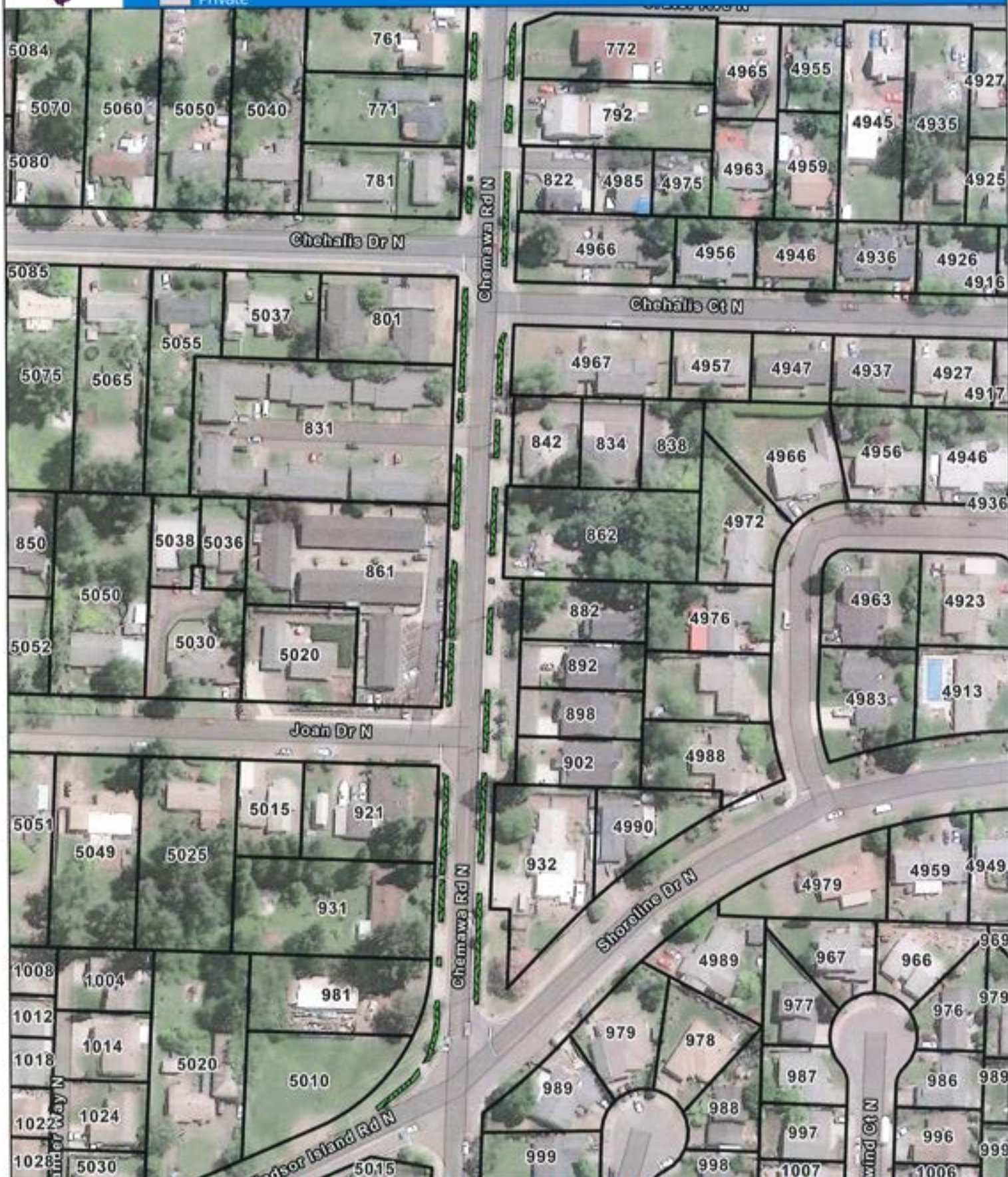
Private

62

# Chemawa Rd N - C

0 37.5 75

Ft



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VSF-Owner

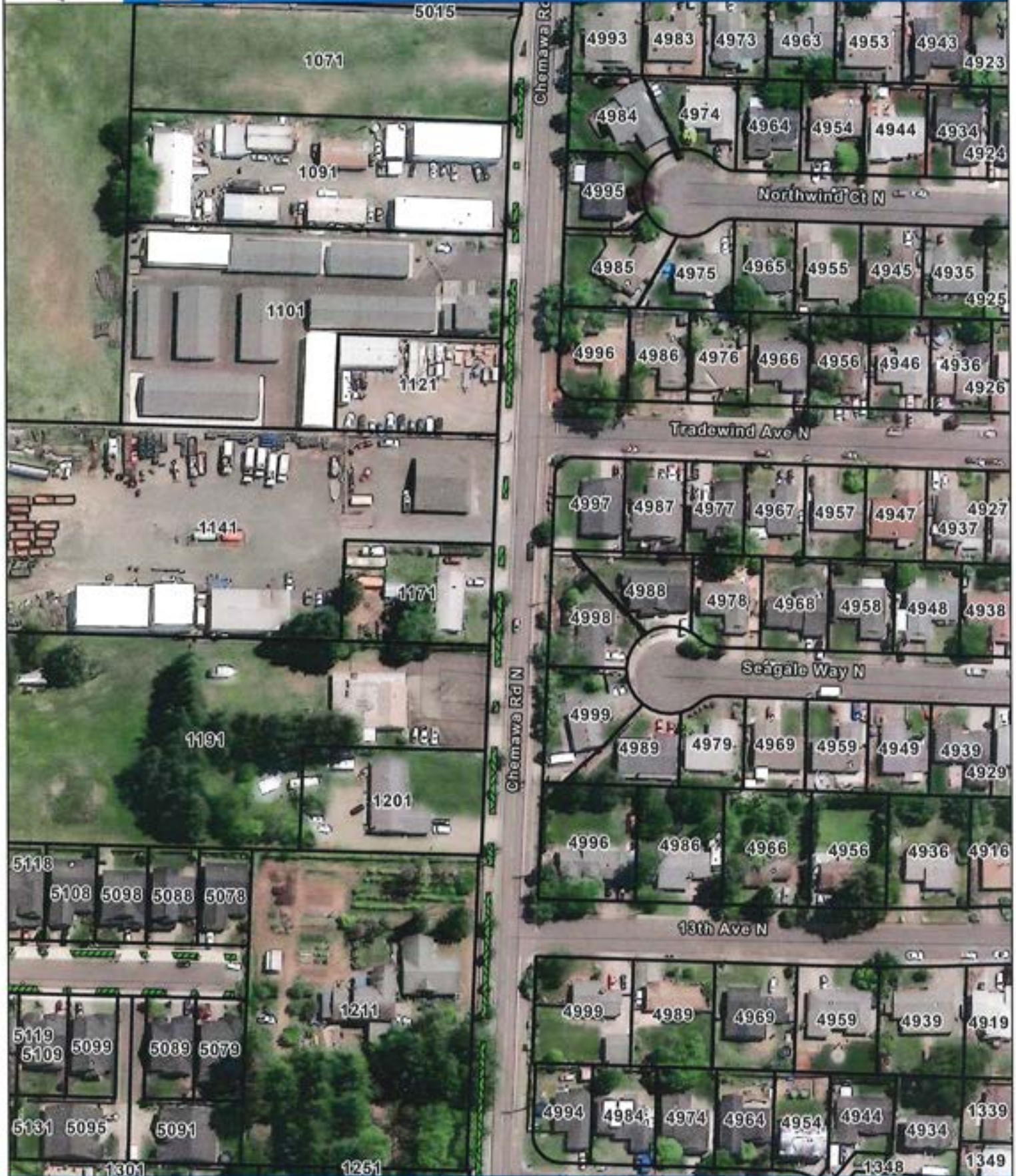
Keizer

Private

63

# Chemawa Rd N - D

0 37.5 75  
Ft



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VSF-Owner

Keizer

Private

64

# Chemawa Rd N - E

0 37.5 75



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VSF-Owner

Keizer

Private

65

# Chemawa Rd N - F

0 37.5 75  
Ft



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VSF-Owner

Keizer

Private

66

# Claggett St N

0 15 30  
Ft



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VSF-Owner

Keizer

Private

67

# Farmland Ln NE

0 20 40  
Ft



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VSF-Owner

Keizer

Private

Joan Dr N

0 15 30  
Ft



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VSF-Owner

Keizer

Private

69

# Lacey St N

0 20 40  
Ft



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VSF-Owner



Private

## Lydia Ave N - A

70

0 25 50



Ft



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VSF-Owner

Keizer

Private

# Lydia Ave N - B

0 25 50  
Feet



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VSF-Owner

Keizer

Private

72

# Chemawa Rd NE & Verda Ln NE

0 15 30  
Feet



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VSF-Owner

Keizer

Private

# Sieberg St NE

0 15 30  
Ft



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VSF-Owner

Keizer

Private

74

# Appleblossom Ave N

0 12.5 25  
Ft



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VSF-Owner

Keizer

Private

75

# Rivercrest Dr N

0 5 10  
Ft



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VSF

Owner Maintained

ROW

## Dearborn Ave NE - B

0 45 90  
Ft

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VSF-Owner

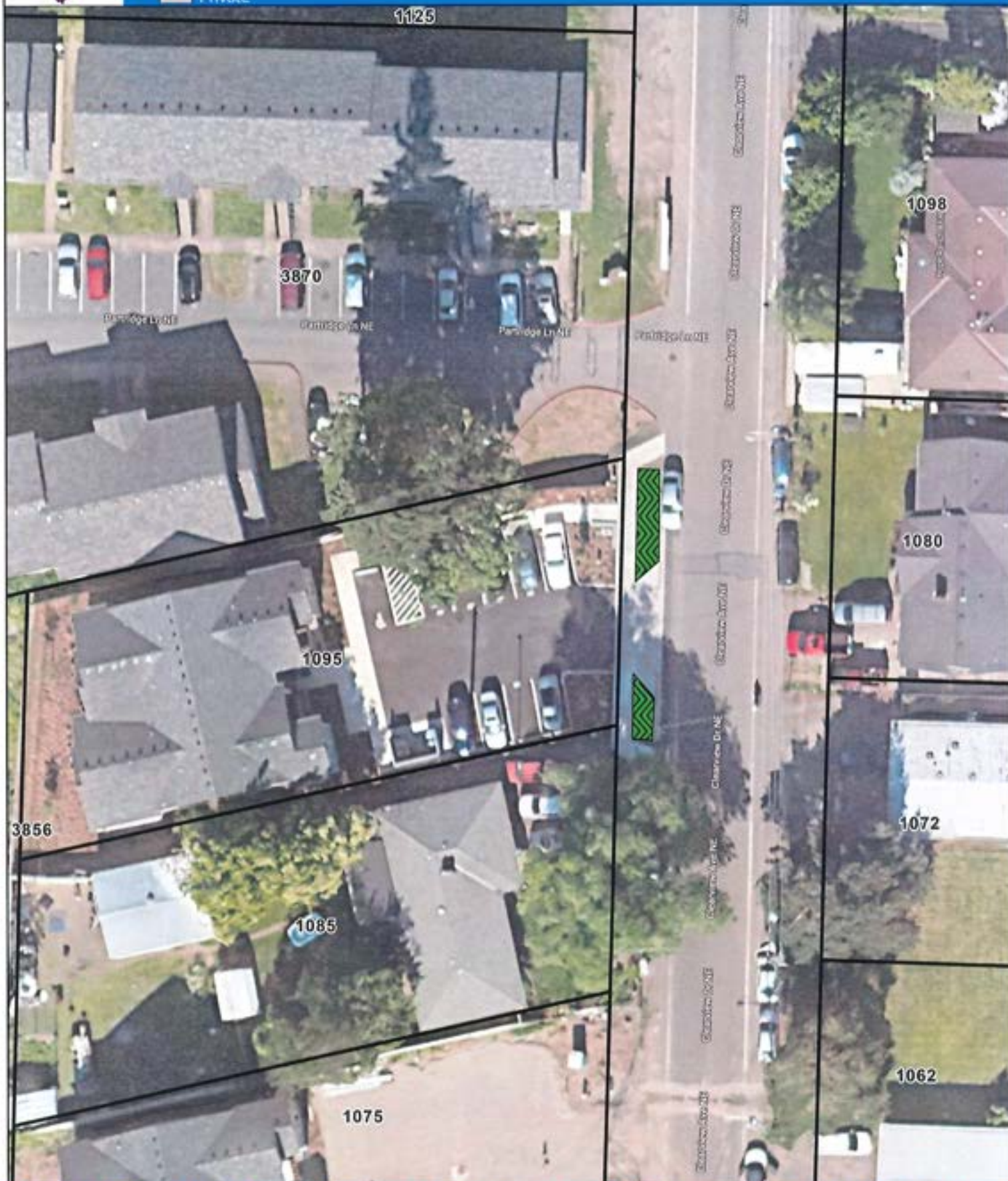
Keizer

Private

78

# Clearview Dr NE

0 10 20  
Ft



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CITY COUNCIL MEETING: Monday April 3, 2023

To: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Adam J. Brown, City Manager

FROM: Bill Lawyer, Public Works Director

SUBJECT: **OREGON DEPARTMENT OF TRANSPORTATION (ODOT) INTER-GOVERNMENTAL AGREEMENT (IGA) FOR VERDA LANE IMPROVEMENTS**

---

**PROPOSED MOTION:**

*I move the City Council adopt Resolution R2023-\_\_\_\_ Authorizing City Manager to Sign Amendment Number 01 to Agreement with State of Oregon for Verda Lane: Dearborn Avenue to Salem Parkway Project.*

**I. SUMMARY:**

ODOT has determined the existing IGA in place with the City needs to be amended to include all phases of the project, not just the engineering phase.

**II. BACKGROUND:**

- A. The City applied for and received Federal grant funding to design and construct improvements to Verda Lane NE from Dearborn to near the MLK Jr. Parkway.
- B. The project must be managed and delivered by either ODOT or a Certified Local Agency. Keizer is not nor will be a Certified Local Agency so therefore the project must be managed and delivered by ODOT.

**III. CURRENT SITUATION:**

- A. Design work for the project is nearing completion.
- B. The existing IGA does not include the next phases of the project including right of way acquisition and construction.

**IV. ANALYSIS:**

- A. **Strategic Impact** – N/A



ODOT IGA – Verda Lane

April 3, 2023

- B. **Financial** – There is no direct financial impact of this request as the City’s funding of the project is already planned for.
- C. **Timing** – Approval at this request will allow the project to continue without interruption.
- D. **Policy/legal** – An IGA that covers the right of way and construction portions of the project is needed and amending the current IGA was deemed the most efficient way to address the need.

**ALTERNATIVES:**

- A. Approve the resolution.
- B. Take No Action – The project will possibly be delayed until a new IGA can be entered into.

**RECOMMENDATION:**

Staff recommends that the City Council approve the attached Resolution authorizing the City Manager to sign the amendment to the existing IGA with ODOT for the Verda Lane improvements.

**ATTACHMENTS:**

- Resolution R2023-\_\_\_ Authorizing City Manager to Sign Amendment Number 01 to Agreement with State of Oregon for Verda Lane: Dearborn Avenue to Salem Parkway Project

## CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-\_\_\_\_\_

AUTHORIZING CITY MANAGER TO SIGN AMENDMENT NUMBER  
01 TO AGREEMENT WITH STATE OF OREGON FOR VERDA LANE:  
DEARBORN AVENUE TO SALEM PARKWAY PROJECT

WHEREAS, the City of Keizer entered into the Agreement for the Verda Lane:

Dearborn Avenue to Salem Parkway engineering project in June 2020;

WHEREAS, the State of Oregon, acting by and through its Department of  
Transportation is requesting that the City enter into Amendment Number 01 to the  
Agreement to allow the design and construction of the project;

WHEREAS, the State of Oregon, acting by and through its Department of  
Transportation and the City are authorized to enter into agreements under Oregon  
Revised Statutes Chapter 190;

WHEREAS, the State and the City wish to enter into the attached Amendment  
Number 01;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City  
Manager is authorized to sign the attached Amendment Number 01 to the Agreement for  
the Verda Lane: Dearborn Avenue to Salem Parkway project.

BE IT FURTHER RESOLVED that the City Manager is directed and authorized  
to take all action necessary and appropriate in connection with such Agreement.



1 BE IT FURTHER RESOLVED that the matching funds shall be paid out of the  
2 Street Fund.

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

5 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

6  
7 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

8

9

10

11

12

13

14

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder

A136-G0092418

**AMENDMENT NUMBER 01**  
**ODOT Delivered Federal Project**  
**On Behalf of City of Keizer**  
**Verda Lane: Dearborn Avenue to Salem Parkway (Keizer)**  
**Key Number: 20741**

This is Amendment No. 01 to the Agreement between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and CITY OF KEIZER, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" or collectively as "Parties," entered into on June 15, 2020.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase funding, add phases, and update language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.** Additions are underlined. Deletions are *italicized* and struck through.
  - a. **EXHIBIT A shall be deleted in its entirety and replaced with the attached REVISED EXHIBIT A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."**
  - b. **RECITALS, Paragraph 2, Page 1, is revised as follows:**
    2. Alder Drive, Claxter Road, and Verda Lane from Dearborn Avenue to, but not including, the Salem Parkway ~~are~~*is* a part of the city street system under the jurisdiction and control of Agency.
  - c. **RECITALS, Paragraph 4, Page 1, is revised as follows:**
    4. The Project was selected as part of the Transportation Alternatives Program - Urban and the Congestion Management Air Quality (CMAQ) Program and may include a combination of federal, state, and local funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
  - d. **TERMS OF AGREEMENT, Paragraphs 1 - 2, Page 2, are revised as follows:**
    1. Under such authority, Agency and State agree to State delivering the Verda Lane: Dearborn Avenue to Salem Parkway (Keizer) project on behalf of Agency, hereinafter referred to as "Project." ~~Project includes the preliminary engineering design of a future construction project to complete~~The Project includes design and construction of bicycle lanes and sidewalks along Verda Lane between Dearborn Avenue and Salem Parkway, and a safety enhancement to realign Claxter Road to Alder Drive at the intersection of Verda



Lane and Alder Drive. The location of the Project is approximately as shown on the maps attached hereto, marked "Revised Exhibit A," and by this reference made a part hereof.

2. The Parties agree that the right of way and construction phases of the Project are funded in the State Transportation Improvement Program (STIP), and herein incorporated into this Agreement. ~~The Parties anticipate the right of way and construction phases of the Project will be added at a later date. Upon full funding and the addition of these phases to the Project in the Statewide Transportation Improvement Program (STIP), this Agreement will be amended to include right of way and construction phase work, and add their respective costs. If the Parties do not amend this Agreement to add right of way and construction phase work, the right of way, construction and maintenance provisions in this Agreement will not apply.~~

**e. TERMS OF AGREEMENT, Paragraph 4, Page 2, is revised as follows:**

4. The total ~~Preliminary Engineering phase of~~ Project cost is estimated at ~~\$4,074,800.00~~ ~~\$501,600.00~~, which is subject to change. Federal funds for this Project shall be limited to ~~\$3,440,359.44~~ ~~\$450,085.68~~. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.

**f. TERMS OF AGREEMENT, Paragraph 6, Page 2, is revised as follows:**

6. ODOT does not consider Agency to be a subrecipient or ~~contractor~~ ~~vendor~~ under this Agreement, for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.

**g. TERMS OF AGREEMENT, Paragraph 14, Page 3, is revised as follows:**

14. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. ~~Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid~~

~~Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.~~

**h. TERMS OF AGREEMENT, Paragraph 19, Page 5, is revised as follows:**

19. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; ~~or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.~~

**i. INSERT NEW TERMS OF AGREEMENT, Paragraph 26, to read as follows:**

26. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**j. INSERT NEW TERMS OF AGREEMENT, Paragraph 27, to read as follows:**

27. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 8 (Funding), 13 (Termination), 15.b (ADA maintenance), 14, 18-20, 23 (Integration, Merger,; Waiver), 26-27; and Attachment 2, paragraphs 1 (Project Administration), 7, 9, 11, 13 (Finance), and 37-41 (Maintenance and Contribution).

4. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
5. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.



City of Keizer/ODOT  
Agreement No. 34063 Amendment No. 1

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the ~~2021-2024~~ ~~2018-2021~~ Statewide Transportation Improvement Program (STIP) (Key No. 20741) that was adopted by the Oregon Transportation Commission on July 15, 2020 ~~July 20, 2017~~ (or subsequently by amendment to the STIP).

**CITY OF KEIZER**, by and through its  
elected officials

By \_\_\_\_\_  
City Manager

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL**  
(If required in Agency's process)

By \_\_\_\_\_  
Agency Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Bill Lawyer, Department Director  
Public Works Department  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307  
(503) 390-3700  
[LawyerB@keizer.org](mailto:LawyerB@keizer.org)

**State Contact:**

Kumar Rethnasamy  
Transportation Project Leader  
ODOT  
455 Airport Road SE, Building B  
Salem, Oregon 97301  
(503) 986-2692  
[Kumar.Rethnasamy@odot.oregon.gov](mailto:Kumar.Rethnasamy@odot.oregon.gov)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Delivery and Operations Division  
Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Certification Program Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
State Traffic Roadway Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

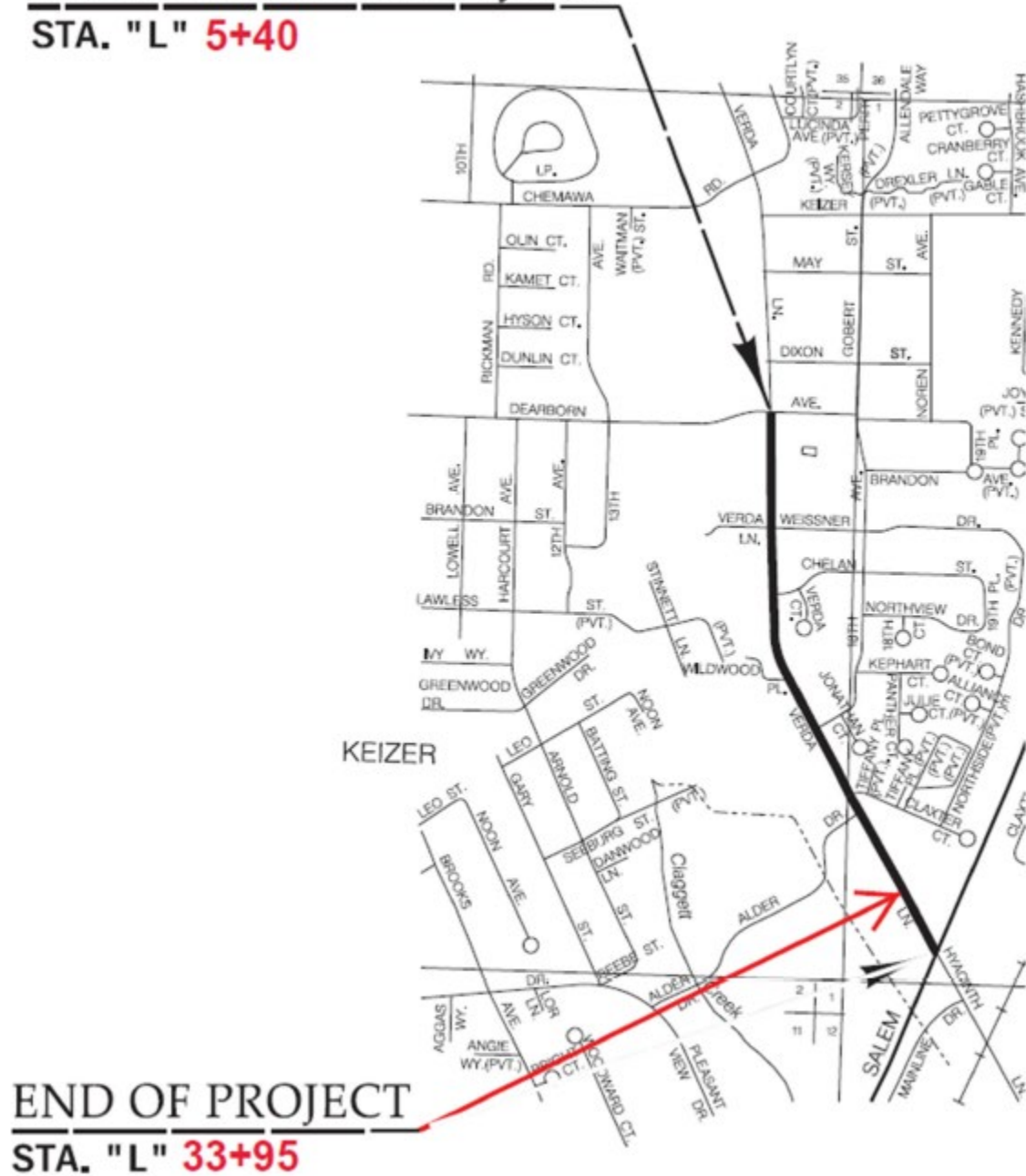
**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

## BEGINNING OF PROJECT

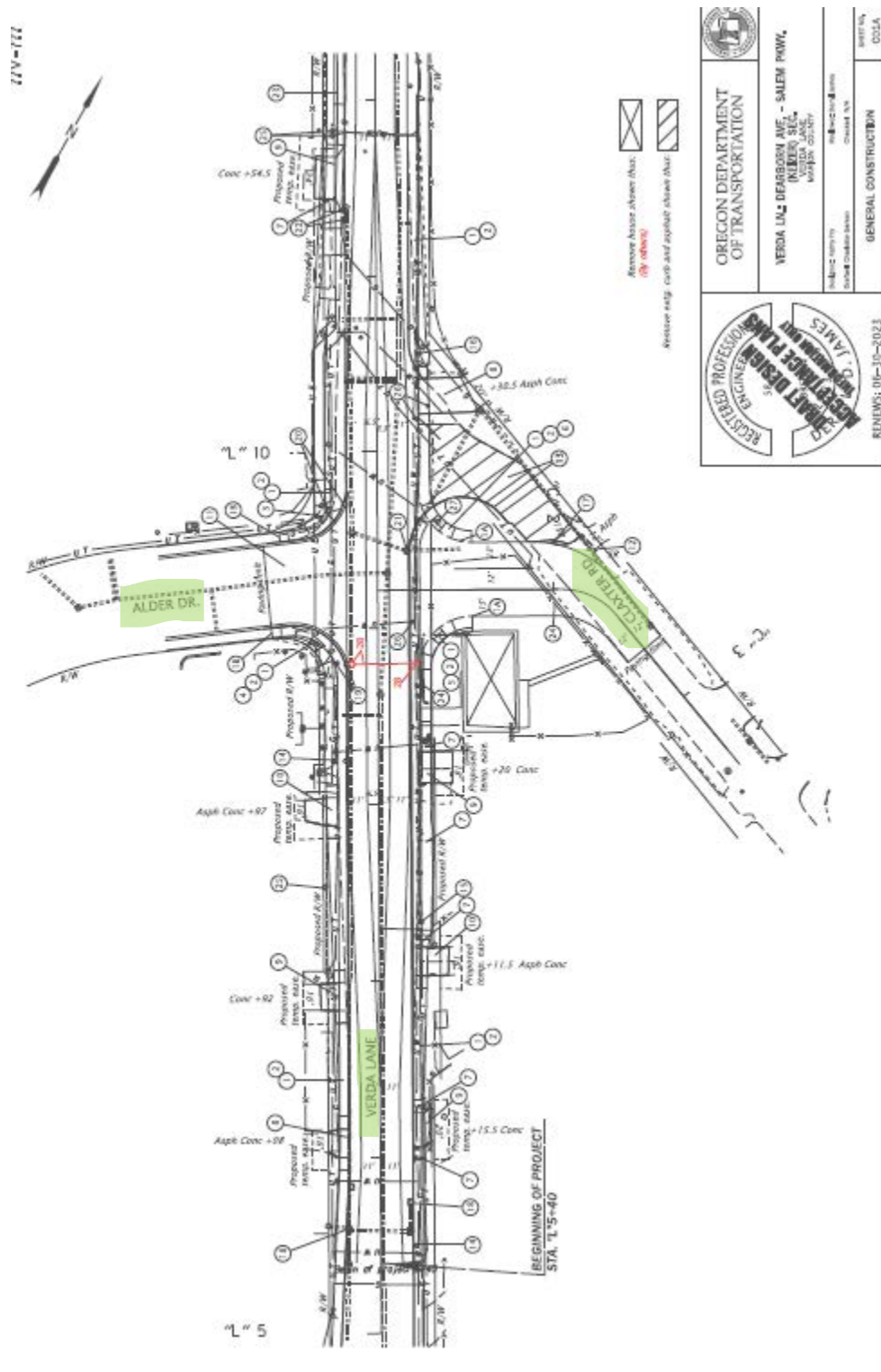
STA. "L" 5+40



5



**REVISED EXHIBIT A – Project Location Map (continued)**






CITY COUNCIL MEETING: APRIL 3, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

THRU: John Teague, Chief of Police 

FROM: Chris Nelson, Police Investigations Lieutenant

SUBJECT: **RENEWAL OF THOMSON REUTERS CLEAR FOR LAW ENFORCEMENT**

---

**PROPOSED MOTION:**

*I move the City Council adopt Resolution R2023-\_\_\_\_ Authorizing the City Manager to Sign Thomson Reuters CLEAR Order Form.*

**I. SUMMARY:**

The two-year contract with City of Keizer Police Department and Thomson Reuters for access to CLEAR is reaching the end of its term.

**II. BACKGROUND:**

- A. CLEAR is online investigation software that helps quickly and more clearly identify persons involved with or affected by a crime.
- B. Keizer PD encouraged and assisted with the integration of CLEAR into regional and national analytic databases; subsequently, it has become an integral part of the Department's investigations and crime analysis.
- C. The Police Department has used CLEAR for the last eight years.

**III. CURRENT SITUATION:**

- A. If not renewed, the two-year contract will expire in June 30, 2023, significantly impacting the quality and scope of investigations; the safety of officers, victims, and suspects; and ultimately the overall well-being of the community.



- B. Because the length of the contract is moving from a two-year to a three-year contract, the matter must be presented to the City Council.

#### IV. **ANALYSIS:**

- A. **Strategic Impact** – This action supports the long-term goals of the council by allowing employees to operate in an efficient, safe, and cost-effective manner.
- B. **Financial** – The financial impact of this request is \$574.77 per month for the first year, \$603.51 per month for the second year, and \$633.69 per year for the third year. Funds sufficient to cover the cost are included in the budget.
- C. **Timing** – Prior to the expiration of the current, two-year contract, on June 30, 2023.
- D. **Policy/Legal** – Council review required.

#### **ALTERNATIVES:**

- A. Adopt the attached Resolution authorizing the City Manager to enter into a three-year contract.
- B. Take No Action – The contract between City of Keizer and Thomson Reuters will expire July 1, 2023.

#### **RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to enter into the attached three-year contract with Thomson Reuters.

#### **ATTACHMENT:**

- Resolution Authorizing the City Manager to Sign Thomson Reuters CLEAR Order Form

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-\_\_\_\_\_

AUTHORIZING THE CITY MANAGER TO SIGN  
THOMSON REUTERS CLEAR ORDER FORM

WHEREAS, the City has been utilizing the CLEAR program for the last eight years;

WHEREAS, the current contract with Thomson Reuters for access to CLEAR is set to expire soon;

WHEREAS, a new contract with Thomson Reuters has been negotiated for a three year term;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to sign the attached Thomson Reuters CLEAR Order Form.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder





# Order Form

# Order ID:Q-05961658

Contact your representative [ken.trudeau@thomsonreuters.com](mailto:ken.trudeau@thomsonreuters.com) with any questions.  
Thank you.

## Subscriber Information

### Sold To Account Address

Account #: 1004622173  
CITY OF KEIZER  
KEIZER POLICE DEPT  
930 CHEMAWA RD NE  
KEIZER OR 97303-3716 US

“Customer”

### Shipping Address

Account #: 1004622173  
CITY OF KEIZER  
KEIZER POLICE DEPT  
930 CHEMAWA RD NE  
KEIZER OR 97303-3716 US

### Billing Address

Account #: 1004622173  
CITY OF KEIZER  
KEIZER POLICE DEPT  
930 CHEMAWA RD NE  
KEIZER, OR 97303-3716 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

**Renewal Order Governing Agreement.** Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

## Renewal Products

Material #	Renewed Product	Agreement #	Deal ID #	Monthly Charges in effect prior to Renewal Effective Date	Monthly Charges for Initial Renewal Year	Renewal Effective Date	Renewal Term (Months)
41308780	CLEAR Proflex	0000183003		\$499.80	\$574.77	7/1/2023	36

## Renewal Terms

Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form

## Post Renewal Terms

At the end of the Renewal Term, we will notify you of any change to Charges at least 60 days prior to the start of any subsequent 12-month period. Either of us may cancel the Post-Renewal Term subscription by sending at least 30 days written notice.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

## Miscellaneous

**Applicable Law.** If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

**CLEAR Fixed Rate Usage :** If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage :** If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Enterprise Law Enforcement Subscribers:** You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.



**. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Signature for Order ID: Q-05961658**

**ACKNOWLEDGEMENT Q-05961658**

**I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.**

\_\_\_\_\_  
Signature of Authorized Representative for order

Adam J. Brown

\_\_\_\_\_  
Printed Name

City Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

This Order Form will expire and will not be accepted after 5/8/2023 CT.



THOMSON REUTERS™

**Attachment****Order ID:Q-05961658**Contact your representative [ken.trudeau@thomsonreuters.com](mailto:ken.trudeau@thomsonreuters.com) with any questions. Thank you.

Order ID: Q-05961658

**Payment, Shipping and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1004622173

This order is made pursuant to:

**Order Confirmation Contact (#28)**

Contact Name:Nelson, Chris E

Email:steelec@keizer.org

**Account Contacts**

Contact Name	Email Address	Customer Type Description

**Charges During Renewal Term**

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2*	Year 2 Monthly Charges	% incr Yr 2-3*	Year 3 Monthly Charges	% incr Yr 3 4*	Year 4 Monthly Charges	% incr Yr 4-5*	Year 5 Monthly Charges
41308780	CLEAR Proflex	\$574.77	5.00%	\$603.51	5.00%	\$633.69	N/A	N/A	N/A	N/A

**Charges During Renewal Term**

Pricing is displayed only for the years included in the Renewal Term. Years without pricing in above grid are not included in the Renewal Term. Refer to your Order Form for the Post Renewal Term pricing



CITY COUNCIL MEETING: April 3<sup>rd</sup>, 2023

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Adam J. Brown, City Manager

FROM: Bill Lawyer, Public Works Director

SUBJECT: **MEADOWS WELL FILTRATION PROJECT**

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**PROPOSED MOTION:**

*I move the City Council adopt Resolution R2023-\_\_\_ Authorizing the City Manager to Award and Enter Into a Contract with R & G Excavating Inc. for Meadows Well Filtration Project.*

**I. SUMMARY:**

The proposed project includes construction of a building and installation of a filtration system needed to enable the regular use of the Meadows well. The water from this well has aesthetic issues that limit the use of the well.

**II. BACKGROUND:**

Staff solicited bids through the formal bid process to construct the Meadows Well Filtration project. The bids were received and opened at 2:00pm on Tuesday March 21<sup>st</sup>, 2023. Two bids were received that ranged from \$1,480,000.00 to \$1,194,240.00 with R & G Excavating Inc. submitting the lowest bid. The engineers estimate for the project was \$1,000,000.00.

**III. CURRENT SITUATION:**

- A. The existing well is capable of producing more the 1,000 gallons per minute, however the water from the well has aesthetic issues that limit our ability to use the well to its full capacity due to customer complaints.
- B. Constructing the filtration plant will enable the well to be used to its full capacity without an increase in customer complaints.



Meadows Well Filtration Project

April 3, 2023

#### **IV. ANALYSIS:**

- A. **Strategic Impact** – The need for this project was determined after the Water Master Plan was adopted and enables the full use of the water production capabilities of this well.
- B. **Financial** – Funds for this project are identified in the City Council adopted Fiscal Year 2022/2023 budget.
- C. **Timing** – Approval of this request will allow the filtration plant to be available for use at the earliest possible date.
- D. **Policy/legal** – City Council approval is required to award this contract.

#### **ALTERNATIVES:**

- A. Authorize the City Manager to enter into a contract with R & G Excavation Inc. for the Meadows Well Filtration project.
- B. Take no action – Not approving this project will result in the inability to use the water production from the Meadows well to its full capacity.

#### **RECOMMENDATION:**

- A. Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with R & G Excavation Inc. for the Meadows Well Filtration project.

#### **ATTACHMENTS:**

- Resolution R2023-\_\_\_\_ Authorizing the City Manager to Award and Enter Into a Contract with R & G Excavating Inc. for Meadows Well Filtration Project

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-\_\_\_\_\_

AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER  
INTO A CONTRACT WITH R & G EXCAVATING, INC. FOR  
MEADOWS WELL FILTRATION PROJECT

WHEREAS, the City entered into Contract No. 8015 (Coronavirus State Fiscal Recovery  
Fund Grant Agreement) to construct a building at the Meadows Pump Station;

WHEREAS, bids were solicited for the Meadows Well Filtration project;

WHEREAS, funds available to complete this project are from the American Rescue Plan  
Act (ARPA);

WHEREAS, two bids for this project were received. R & G Excavating, Inc. submitted the  
low bid for a total amount of \$1,194,240.00. The bid has been reviewed and certified;

WHEREAS, a notice of intent to award the bid was sent to the bidders on March 27, 2023;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is  
hereby authorized to award the contract to and enter into an agreement with R & G Excavating,  
Inc. for a total cost of \$1,194,240.00 for the Meadows Well Filtration project if no objections are  
received. Funding for this project is from the ARPA Fund.

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

3           PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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5           SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Mayor

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City Recorder





CITY COUNCIL MEETING: APRIL 3, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: E. Shannon Johnson, Keizer City Attorney

SUBJECT: **OPIOIDS MULTI-DISTRICT LITIGATION**

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**PROPOSED MOTION:**

*"I move that the City Council adopt Resolution R2023-\_\_\_\_\_ Authorizing the City Attorney to Sign Agreements in the National Opiate Litigation Settlement (Teva, Allergan, CVS, Walgreens, and Walmart)."*

**I. SUMMARY:**

Mutual litigation against opioid manufactures, distributors and pharmacies have resulted in settlement funds to state and local government. This agenda item involves additional settlements with five more defendants.

**II. BACKGROUND:**

- A. Keizer delegated the authority to negotiate the settlement agreement to the City Attorney and City by Resolution R2021-3181 in June 2021.
- B. In December 2021, Council passed Resolution R2021-3240 authorizing the City Attorney to sign the final opioid settlement agreements and those agreements were signed and submitted December 23, 2021.
- C. In July 2022, Council determined that the City should opt to receive the City's share directly and not send all or a portion to the county.
- D. The settlement agreement restraints the use of funds to treatment for opioid addiction and associated uses; however, there is an allowance for training for police staff to deal with overdoses and to purchase opiate-overdose drugs called naloxone.

- E. Recently, settlement agreements have been reached with five additional pharmacies or distributors (Teva, Allergan, CVS, Walgreens, and Walmart).

### III. **CURRENT SITUATION:**

- A. The total settlement funds for the state and local governments cannot be calculated at this time.
- B. Keizer will receive 0.1916558451% of what is paid to local Oregon governments. This is the same percentage as in the previous settlements.
- C. If the City does not agree to the settlements, the City will not receive any funds unless it brought its own lawsuit.

### IV. **ANALYSIS:**

- A. **Strategic Impact** – None
- B. **Financial** – Entering into the settlements will result in funding for the restricted uses.
- C. **Timing** – The settlement deadline to sign the agreements is April 18, 2023.
- D. **Policy/legal** – Failing to sign the settlement agreements means the City would not receive funds unless the City successfully pursued a separate claim.

### **ALTERNATIVES:**

- A. Accept the settlement agreements and authorize the City Attorney to sign them.
- B. Decline the settlement agreements and consider a separate lawsuit.
- C. Decline the settlement agreements and take no further action.

### **RECOMMENDATION:**

Staff recommends adopting the attached Resolution authorizing the City Attorney to sign the settlement agreements. Please contact me if you have any questions. Thank you.

### **ATTACHMENTS:**

- Resolution R2023-\_\_\_\_ Authorizing the City Attorney to Sign Agreements in the National Opiate Litigation Settlement (Teva, Allergan, CVS, Walgreens, and Walmart).

## 1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2  
3 Resolution R2023-\_\_\_\_\_  
45 AUTHORIZING THE CITY ATTORNEY TO SIGN  
6 AGREEMENTS IN THE NATIONAL OPIATE LITIGATION  
7 SETTLEMENT (TEVA, ALLERGAN, CVS, WALGREENS, AND  
8 WALMART)  
910 WHEREAS, Council delegated the authority to negotiate the settlement  
11 agreement to the City Attorney by Resolution R2021-3181 in June 2021;12 WHEREAS, in December 2021, Council adopted Resolution R2021-3240  
13 authorizing the City Attorney to sign the final opioid settlement agreements with  
14 McKesson Corporation, Cardinal Health, Inc., and Amerisource Bergen Corporation;  
15 and Janssen;16 WHEREAS, settlement agreements have been reached with five additional  
17 pharmacies or distributors (Teva, Allergan, CVS, Walgreens, and Walmart);18 WHEREAS, the State of Oregon is negotiating with local government entities to  
19 finalize an Amendment to the Intrastate Allocation Agreement with respect to funds that  
20 come into the State of Oregon from future opioid-related settlement agreements;21 WHEREAS, participation in the settlements may result in additional funds  
22 available to the City to address future opioid treatment, education and other allowed  
23 uses;24 NOW, THEREFORE,  
25



1 BE IT RESOLVED by the City Council of the City of Keizer that the City  
 2 Attorney is authorized to enter into participation agreements to join the Teva, Allergan,  
 3 CVS, Walgreens and Walmart settlements, as in his judgment may be in the best interest  
 4 of the City.

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

7 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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9 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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 Mayor

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 City Recorder



CITY COUNCIL MEETING: Monday April 3<sup>rd</sup>, 2023

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Adam J. Brown, City Manager

FROM: Bill Lawyer, Public Works Director

SUBJECT: **TEMPORARY PARKS STAFFING**

---

**PROPOSED MOTION:**

*I move the City Council adopt Resolution R2023-\_\_\_ Authorizing City Manager to Sign Public Body Work Order Contract with DePaul Industries, Inc. for Temporary Staffing Services.*

**I. SUMMARY:**

The Parks Division needs temporary staffing for the spring and summer months. In addition, the Community Center occasionally has a need to hire temporary staffing.

**II. BACKGROUND:**

- A. The City utilizes the Oregon Forward program to provide temporary staffing services.
- B. The previous companies we used are no longer able to provide the temporary staffing that meets our needs.

**III. CURRENT SITUATION:**

- A. Staff has contacted the providers in Marion County requesting temporary staffing for the Parks Division and has determined there is only one company that is part of the Oregon Forward program that can provide the staff we need.
- B. DePaul Industries is the only Oregon Forward contractor that can provide the needed staffing.
- C. When needed, Community Center staff would like the opportunity to utilize DePaul Industries to supplement our workforce.

Temporary Parks Staffing

April 3, 2023

#### **IV. ANALYSIS:**

- A. **Strategic Impact** – N/A.
- B. **Financial** – The hourly wage costs are determined with the Oregon Department of Administrative Services (DAS) approval. Funding for these services is identified in the City Council adopted FY 22/23 budget.
- C. **Timing** – Approval of this request will allow the temporary staffing to begin right away.
- D. **Policy/legal** – This is what is required to meet the legal requirements and to meet the policy of the City of Keizer.

#### **ALTERNATIVES:**

- A. Approve the contract.
- B. Take No Action – The Parks Division will be challenged to keep up with the workload without the temporary staffing services.
- C. Solicit through a Request for Proposals for companies to provide temporary staffing services. This will likely take until early summer to have a contractor on board.

#### **RECOMMENDATION:**

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract for temporary staffing services with DePaul Industries.

#### **ATTACHMENTS:**

- Resolution R2023-\_\_\_\_ Authorizing City Manager to Sign Public Body Work Order Contract with DePaul Industries, Inc. for Temporary Staffing Services



CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-\_\_\_\_\_

AUTHORIZING CITY MANAGER TO SIGN PUBLIC BODY  
WORK ORDER CONTRACT WITH DEPAUL INDUSTRIES,  
INC. FOR TEMPORARY STAFFING SERVICES

WHEREAS, the City uses temporary employees for seasonal work during the  
spring and summer for the Parks Department;

WHEREAS, the City uses temporary employees for additional janitorial services  
in the Community Center;

WHEREAS, DePaul Industries, Inc. is available to perform this work;

WHEREAS, the City has determined that temporary staffing services continue to  
be provided through the Oregon Forward (formerly Qualified Rehabilitation Facility)  
program administered by the Oregon Department of Administrative Services;

WHEREAS, the City has determined that the Oregon Cooperative Procurement  
Program (ORCPP) has garnered contractors and negotiated the terms of contracts for the  
temporary staffing services;

WHEREAS, State of Oregon Price Agreement #0505 authorizes ORCPP  
participants to enter into a Public Body Work Order Contract with DePaul Industries for  
temporary staffing services;

NOW, THEREFORE,

1 BE IT RESOLVED by the City Council of the City of Keizer that the City  
 2 Manager is authorized to sign the Public Body Work Order Contract for temporary  
 3 staffing services with DePaul Industries, Inc. a copy of which is attached.

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

6 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

7  
 8 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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 Mayor

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 City Recorder

# Public Body Work Order Contract (WOC)

## Price Agreement 0505 (“Price Agreement”)

### WOC : DPI 2023 (Public Body Number)

This Work Order Contract (“WOC”) #DPI 2023 is between City of Keizer, an Oregon municipal corporation, (“Authorized Public Body”) and DePaul Industries, Inc. (“Contractor”). This WOC is placed against State of Oregon ORFWD Price Agreement **0505** (“Price Agreement”). The terms and conditions of Price Agreement **0505** are hereby incorporated into this Work Order Contract (“WOC”).

## 1. WORK ORDER CONTRACT TERM

The “Effective Date” is the date this WOC has been fully executed by each party and approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this WOC terminates on June 30, 2024. The termination of this WOC will not extinguish or prejudice Authorized Public Body’s right to enforce this WOC with respect to any default by Contractor that has not been cured.

## 2. WOC-SPECIFIC ABBREVIATIONS, ACRONYMS AND DEFINITIONS.

General terms not specifically defined in this document are defined in ORS 65.001, ORS 279.835 through 279.855, ORS 279A.010, OAR chapter 125, division 055 (“OAR 125-055”), OAR 125-246-0110, and the Price Agreement 0505.

2.1 “Authorized Public Body” means a public body authorized by law to conduct a procurement. “Authorized Public Body” includes, but is not limited to, the Director of the Oregon Department of Administrative Services (DAS) and any person authorized by an Authorized Public Body to conduct a procurement on the Authorized Public Body’s behalf. “Authorized Public Body” also includes: (a) any State agency; (b) Judicial Department; (c) Legislative Department; (d) any Unit of Local Government as that term is defined in ORS 190.003; and (e) any ORCPP Participant.

2.2 “DAS” means the Department of Administrative Services for the State of Oregon.

2.3 “Determination of Price” means a determination by the DAS PS in accordance with OAR 125-055-0030 that the Price is reasonable and adequate to allow the Contractor to recover the cost of the items identified in OAR 125-055-0030(2). Determination of Price includes Re-determination of Price.

2.4 “Goods and Services” or “Goods or Services” means the goods and services as described in Attachment A – Statement of Services and Position Description.

2.5 “Independent Authorized Public Body” means agencies of the State of Oregon that are not subject to the procurement authority of the Director of the Department under ORS 279A.050 and 279A.140.

2.6 “Individual with a Disability” is defined in ORS 279.835(3), and is further defined as a person who has a physical or mental impairment (a residual, limiting condition resulting from an injury, disease or congenital defect) that so limits the person's functional capabilities (such as mobility, communication, self-care, self-direction, work tolerance or work skills) that the individual is not able to engage in normal competitive employment over an extended period of time and, as a result, must rely on the provision of specialized employment opportunities.



2.7 "ORCPP" means the Oregon Cooperative<sup>199</sup>Purchasing Program, whose participants includes but are not limited to: independent agencies, cities, counties, school districts, special districts, Oregon Forward (ORFWD's), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

2.8 "ORCPP Participant" means any participant in the Oregon cooperative purchasing program who is in good standing and who is a party to the current cooperative procurement participation agreement with the state. ORCPP participants may include units of local government as defined in ORS 190.003, state contracting agencies as defined in ORS 279A.010 and exempted from application of the public contracting code under ORS 279A.025, semi-independent state agencies listed in ORS 182.454, special government bodies as defined in ORS 174.117, special districts as defined in ORS 198.010, united states governmental agencies with offices in Oregon, and American Indian Tribes located in Oregon, and the entities specified in and meeting the requirements of ORS 279.855(1), (2) and (3) and oar 125-055-0045.

2.9 "ORFWD" means a Qualified Rehabilitation Facility.

2.10 "ORFWD Program" means the program created by ORS 279.835 to 279.855 and OAR 125- 055-005 to 125-055-0045.

2.11 "ORFWD Statute" means ORS 279.835 through 279.855, as amended from time to time, or successor statute adopting the policy of the State.

2.12 "ORFWD Rules" means OAR 125-055-0005 to OAR 125-055-0045, as amended from time, or successor rules implementing the Statute.

2.13 "Price" or "Prices" means the amount or amounts to be paid to the contractor by the authorized purchasers as specified in attachment b of this price agreement.

2.14 "Services" means the services as described in Exhibit A - Statement of Services and Position Description.

2.15 "State" means the State of Oregon

2.16 "State Agency" means every state officer, board, commission, department, institution, branch or agency of the state government, whose costs are paid wholly or in part from funds held in the State Treasury, as well as the Legislative Assembly, the courts and their officers, the Public Defense Services Commission and committees and the Secretary of State and the State Treasurer in the performance of the duties of their constitutional offices.

2.17 "WOC" means Work Order Contract.

### **3. STATEMENT OF SERVICES**

The Statement of Services attached as Exhibit A is hereby incorporated into this WOC by this reference.

### **4. CERTIFICATION:**

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that:

(a) the number shown on Price Agreement 0505, Section 5, is correct taxpayer identification for the Contractor; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has

notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and any local taxes administered by the Department of Revenue under ORS 305.620; (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

## 5. SIGNATURES:

### CONTRACTOR: DEPAUL INDUSTRIES, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### AUTHORIZED PUBLIC BODY:

By: \_\_\_\_\_

Print Name: Adam J. Brown

Title: City Manager Date: \_\_\_\_\_

### AUTHORIZED PUBLIC BODY LEGAL:

By: \_\_\_\_\_

Print Name: E. Shannon Johnson

Title: City Attorney Date: \_\_\_\_\_

### OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES, OREGON FORWARD PROGRAM

By: \_\_\_\_\_

Print Name: Darvin Pierce

Title: Program Coordinator Date: \_\_\_\_\_

# **EXHIBIT A**

## **STATEMENT OF SERVICES**

### **1. INTRODUCTION**

Contractor shall provide Temporary Services in accordance with the Price Agreement 0505 and as outlined in Exhibit A – Statement of Services.

### **2. LOCATION OF SERVICES:**

Contractor is suitable as provide Temporary Services in described in Attachment A – Statement of Goods and Services to public agencies subject to ORS 279.850(1), and shall accept Ordering Instruments for Goods and Services provided in all counties in the State of Oregon.

### **3. TERMS AND CONDITIONS**

Terms and conditions defined in the Price Agreement 0505 and all Attachments. In addition, Pricing based on Attachment B.

### **4. PROJECT TITLE: Parks Division Temporary Employees/Community Center Temporary Employees.**

### **5. SITE LOCATION**

Various parks throughout the City of Keizer and the Community Center at 930 Chemawa Road NE, Keizer, Oregon.

### **6. CONTRACTOR’S WORK SCHEDULE**

Authorized Purchaser and Contractor shall determine the Contractor’s work schedule i.e. hours per week, weekly service, service, date and time of service

### **7. WORK ORDER CONTRACT SERVICES**

Following are the Temporary Services provided by Contractor; select the position from Attachment A –Statement of Services and Position Description and Pricing from Attachment B – Schedule of Pricing.

DESCRIPTION	UNIT COST	FIXED COST	FIXED ANNUAL COST	
Landscafer/Groundskeeper 1	\$32.52			
Landscafer/Groundskeeper 2	\$36.04			
Janitorial Worker	\$31.64			
<b>CONTRACT TOTAL</b>				

### **8. ADDITIONAL INFORMATION**

Authorized purchaser may add additional information here, such as duties to be completed.



General Maintenance: Mowing, edging, leaf clean up, general landscape maintenance, irrigation repairs and other tasks associated with parks maintenance.

Janitorial: See attached Exhibit A-1.

**9. PUBLIC BODY PREMISES.**

Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by Authorized Agency for access to and activities in and around premises controlled by Authorized Agency.

**10. COMPENSATION****10.1 Method of Payment:**

10.1.1 Authorized Public Body will pay Contractor for the actual Services performed under this WOC according to the Fixed amount(s) established in this WOC on a basis based on Contractor's Work Schedule. The Fixed amount(s) includes all labor costs, overhead, profit, and may include expenses (if travel or other expenses approved). The Fixed Price amount(s) must not include any unallowable indirect or direct costs, including travel, based on the allowable travel and lodging rates identified in this Attachment D-2.

10.1.2 Fixed amount(s) are subject to the Price Agreement 0505.

10.1.3 Contractor shall complete all Services as defined in this WOC. If the applicable compensation is exhausted, but Services are not complete, Contractor shall complete the Services to Authorized Public Body's satisfaction without additional compensation.

10.1.4 Contractor acknowledges and agrees that the Fixed Price is only due and payable for work authorized by Authorized Public Body and satisfactorily completed by Contractor.

**FIXED TOTAL CONTRACT NOT-TO-EXCEED (NTE) AMOUNT: \$N/A.**

**10.2 Payment Options**

10.2.1 Payments will occur only after Authorized Public Body has determined that Contractor has completed, and Authorized Public Body has accepted, the required Services for which payment sought via a properly submitted and correct invoice.

10.2.2 Authorized Public Body will pay Contractor amounts due under this WOC based on Contractor's invoices, up to this WOC's NTE or Fixed Price amount, upon Authorized Public Body's acceptance and approval of all Services required under this WOC.

**10.3 Travel**

The Fixed Price amount(s) in this WOC includes all travel, lodging, per diem, and mileage expenses. Authorized Public Body will not reimburse Contractor separately for travel- related costs.

**10.4 Invoicing**

10.4.1 Contractor shall prepare invoice(s) as follows:

10.4.2 Contractor shall submit invoices electronically via email or by USPS to the following address:

- Authorized Public Body Name: City of Keizer
- Attn: Accounts Payable

- Street Address: 930 Chemawa Road NE
- City, State, Zip: Keizer, OR 97303
- Email: MenaA@Keizer.org

#### 10.4.3 Each invoice must state:

- The WOC number: DPI 2023
- A detailed description of Services performed
- Dates Services were performed
- Rate or rates for Services performed
- The total amount due and the payment address.
- Contractor shall submit an invoice requesting payment for the full Fixed Price amount.
- Contractor's claims to Authorized Public Body for overdue payments on invoices are subject to ORS 293.462.

### 11. ADDITIONAL REQUIREMENTS

11.1 If Contractor fails to present invoices in proper form within 60 calendar days after the end of the month in which Services rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

11.2 Any overdue payments to Contractor by Authorized Public Body for an approved invoice are subject to ORS 293.462.

### 12. PAYMENT TERMS

Payment made to Contractor no later than 45 calendar days from receipt of invoice completed in conformance with all contractual requirements. Authorized Public Body will endeavor to notify Contractor within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If revisions are necessary, payment made no later than 45 calendar days from receipt of the revised invoice. Any interest for overdue payment will be in conformance with Oregon law.

### 13. DEFICIENCY; CORRECTIVE WORK

If Authorized Public Body, in its sole discretion, determines that the Services deficiently performed, Authorized Public Body shall notify Contractor in writing of the deficiency. Within seven (7) calendar days (unless a different timeframe is agreed to by the parties) of receipt of the deficiency notification, Contractor shall respond to Authorized Public Body outlining how the deficiency shall be corrected. Contractor shall correct any deficiencies in the Services to Authorized Public Body's satisfaction without further compensation. If no resolution achieved, Authorized Public Body may withhold other payments until deficiencies corrected to the standard of care for such Services. Authorized Public Body shall not unreasonably withhold payment.

### 14. PAYMENT REDUCTION

Authorized Public Body, in its sole discretion, may reduce the payment for Services by withholding the inaccurate or improper amounts from any future payment to Contractor, withholding the

inaccurate or improper amounts from final payment to Contractor, or may use any other means to seek recovery of already paid but improperly calculated amounts.

## **INSURANCE**

Insurance established in the Price Agreement 0505, Attachment C – Insurance.



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**EXHIBIT B**  
**CONTACT INFORMATION FOR THE PARTIES**

<p><b><u>CONTRACTOR CONTRACT ADMINISTRATOR</u></b>  Company Name: DePaul Industries, Inc.  Person Name: Travis Pearson  Title: CEO / President  Address Street: 4950 N.E. Martin Luther King Jr. Blvd  City State Zip: Portland, OR 97211  Phone: 503-281-1289  Fax: 503-284-0718  Email: <a href="mailto:tpearson@thedpigroup.com">tpearson@thedpigroup.com</a></p>	<p><b><u>PUBLIC BODY CONTRACT ADMINISTRATOR</u></b>  Public Body Name: City of Keizer  Person Name: Adam J. Brown  Title: City Manager  Street Address: PO Box 21000  City State Zip: Keizer, OR 97307  Phone: 503-390-3700  Fax: 503-393-9437  Email: BrownA@Keizer.org</p>
<p><b><u>CONTRACTOR CONTRACT CONTACT</u></b>  Company Name: DePaul Industries, Inc.  Person Name: Bart Berry  Title: Vice President DPI Staffing  Street Address: 4950 NE MLK Jr  City State Zip: Portland OR 97211  Phone: 503-331-3809  Cell: 503-351-7627  Fax: 503-284-0548  Email: <a href="mailto:bberry@dpistaffing.com">bberry@dpistaffing.com</a></p>	<p><b><u>PUBLIC BODY CONTRACT CONTACT</u></b>  Public Body Name: City of Keizer  Person Name: Bill Lawyer  Title: Public Works Director  Street Address: 930 Chemawa Road NE  City State Zip: Keizer, OR 97303  Phone: 503-856-3555  Fax: 503-393-9437  Email: LawyerB@Keizer.org</p>
<p><b><u>CONTRACTOR INVOICE CONTACT</u></b>  Company Name: DePaul Industries, Inc.  Person Name: Loretta Ryan  Title: Accounting Specialist  Address Street: 4950 N.E. Martin Luther King Jr. Blvd  City State Zip: Portland, OR 97211  Phone: 503-331-3813  Fax: 503-284-0718  Email: <a href="mailto:lryan@thedpigroup.com">lryan@thedpigroup.com</a></p>	<p><b><u>PUBLIC BODY ONSITE CONTACT</u></b>  Public Body Name: City of Keizer  Person Name: Bill Lawyer  Title: Public Works Director  Street Address: 930 Chemawa Road NE  City State Zip: Keizer, OR 97303  Phone: 503-856-3555  Fax: 503-393-9437  Email: LawyerB@Keizer.org</p>
<p><b><u>CONTRACTOR ACCOUNT RECEIVABLE:</u></b>  Remittances Made by ACH or Wire Transfer:  Wells Fargo Bank, N.A.  420 Montgomery Street  San Francisco, CA 94104  ABA#: 121000248 / Account #: 4797666153  For credit to Wells Fargo/Wells Fargo Business Credit  For further credit to: DePaul Industries, Inc.</p>	<p><b><u>PUBLIC BODY ACCOUNTS PAYABLE</u></b>  Public Body Name: City of Keizer  Person Name: Arcelia Mena  Title: Accounts Payable  Street Address: PO Box 21000  City State Zip: Keizer, OR 97307  Phone: 503-856-3422  Fax: 503-393-9437  Email: MenaA@Keizer.org</p>
<p><b><u>OREGON FORWARD PROGRAM</u></b>  Person Name: Darvin Pierce  Title: Program Coordinator  Address Street: 1225 Ferry St SE, Suite U140  City State Zip: Salem OR 97301-4285  Phone: 971-718-6212  Email: das.<a href="mailto:Darvin.Pierce@das.oregon.gov">Darvin.Pierce@das.oregon.gov</a></p>	<p><b><u>OREGON FORWARD PROGRAM</u></b>  Person Name: Rena Sawyer  Title: Program Price Agreement &amp; Contract Administrator  Address Street: 1225 Ferry St SE, Suite U140  City State Zip: Salem OR 97301-4285  Phone: 503-507-1246  Email: <a href="mailto:Rena.Sawyer@oregon.gov">Rena.Sawyer@oregon.gov</a></p>

# Exhibit A-1

## City of Keizer Community Center

### Temporary Support Duties

**Effective July 1 2022**

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The overall role of Temporary Support is to provide facility support to the clients of the City of Keizer Events Center. Workers will be partnered with a City of Keizer employee or On-Call Temporary Community Center support staff. Workers may perform any of the following duties; however, these examples do not include all the specific tasks which a worker may be expected to perform.

#### **Role during set-up of the facility (pre-event)**

- Set-up the rooms to the specifications requested by the client(s)
  - Move walls to specification
  - Set up tables and chairs according to selected floor plan
  - Set up projector, screen, microphone, A/V, and stage
  - Ensure set-up meets fire code regulations
  - Log any broken or damaged equipment
  - Ensure room is clean (vacuumed, no visible trash, tables wiped down)

#### **Role during event**

- Ensure trash cans are emptied as needed
- Ensure bathroom supplies are resupplied as needed
- Clean up any significant spills and/or major messes to prevent permanent facility damage
- Ensure event complies with fire code regulations
- Politely decline food or beverage or any other gifts from client group

#### **Role after the event (post-event)**

- Walk through facility with client(s) to identify their post-event responsibilities
- Wipe down all tables
- Vacuum the floors
- Spot shampoo any stains
- Wipe off counters, tables, refrigerator, freezer, microwaves, and range top in warming kitchen
- Scrub sink, sweep and mop in warming kitchen
- Reset facility to specification provided (tables, chairs, screens, etc.)
- Empty all trash cans and wipe the lids
- Restrooms: Restock paper product(s), empty trash, wipe down counters, clean soiled stalls

#### **Event Center Maintenance**

- Carpet cleaning
- Deep cleaning of warming kitchen and Community Center surfaces
- Chair and table cleaning
- Chair and table glide replacements

**Working Conditions:** Physical effort is required to perform heavy manual labor, janitorial duties (mop, sweep, vacuum), climb ladders, bend, reach, talk, hear and stand for long periods of time. Regular lifting of objects and equipment up to 75 pounds is required. Occasional contact with customers in conflict situations.



**MINUTES**  
**KEIZER CITY COUNCIL**  
**Monday, March 20, 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  
Laura Reid, Councilor  
Shaney Starr, Councilor  
Kyle Juran, Councilor  
Soraida Cross, Councilor  
Robert Husseman, Councilor  
Daniel Kohler, 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  
John Teague, Police Chief  
Tracy Davis, City Recorder

**Also Present:**

Reba Crocker, ROW Consultants LLC

**FLAG SALUTE**

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS  
OF BUSINESS**

None

**COMMITTEE  
REPORTS**

Gwen Carr reported that the Parks Advisory Board had approved a grant request for \$8000 to build 20 replacement picnic tables. They also discussed issues at various parks and thanked the volunteers who helped with the Civic Center cleanup saving the City about \$35,000.

**PUBLIC  
COMMENTS**

None

**PUBLIC HEARING**

**a. ORDINANCE –  
Adopting Right  
of Way Utility  
Regulations**

*Mayor Clark opened the Public Hearing.*

City Attorney Shannon Johnson introduced special counsel Nancy Werner (attending via phone) and Consultant Reba Crocker and pointed out that a new version of the Ordinance was on the dais to replace the one in the packet.

**RESOLUTION -  
Adopting Fees  
for Ordinance**

Ms. Crocker explained that cities are changing from the franchise model to this type of a code because it is more resilient, flexible and adaptive to changes. She explained that in drafting the ordinance staff took into consideration laws and needs, met with several providers to receive



**No. 2023-\_\_\_\_\_**  
**(Adopting Right**  
**of Way Utility**  
**Regulations)**

feedback and comments and made changes accordingly.

Mayor Clark acknowledged for the record emails and comments received.

*Jeff Anderson*, Keizer, on behalf of himself and the Salem Electric Board of Directors, submitted his testimony in writing and in summary stated that he was opposed to the ordinance because it would significantly increase the cost of utilities to Keizer citizens. He noted that he had not seen the changes distributed at this meeting and urged Council to postpone their decision until those changes could be reviewed by all concerned.

*Joe VanMeter*, resident of Keizer and President of Salem Electric Board of Directors, submitted his testimony in writing and in summary voiced opposition to this ordinance and the requirement that Salem Electric would have to underground their power because this would increase the cost of utilities to Keizer residents significantly. He suggested that Keizer join with 15 other municipalities and negotiate a separate franchise agreement with Salem Electric.

*Tony Schacher*, Sublimity, General Manager of Salem Electric, submitted his testimony in writing and shared some history of Salem Electric and services provided and voiced concern and opposition to the proposed ordinance.

*Wendy Veliz*, Portland General Electric submitted her testimony in writing, echoed previous testimony in opposition of the proposed ordinance, reviewed details to which PGE is opposed and respectfully asked for a franchise agreement.

*Meredee Pabst*, representing AT&T, referred to a detailed comment letter sent as well as the red-lines and suggested changes submitted during the stakeholder process noting that AT&T has no objection to going from a franchise to a Right of Way Ordinance but is opposed to this code because it creates new fees for wireless service which are contrary to federal laws.

*Lelah Vaga*, on behalf of Verizon, voiced support for all the previous testimony and expressed concern over the lack of transparency in the process, the lack of time available to review the new draft ordinance and the anticipated fees that would be passed on to customers.

Mr. Johnson noted that regarding the undergrounding requirement, he felt confident that the change in the ordinance submitted at this meeting would take care of concerns of Salem Electric and Portland General Electric but was willing to discuss further should Council postpone their vote.

*With no further testimony Mayor Clark closed the Public Hearing.*

Discussion followed regarding whether to vote on the ordinance at this

meeting or postpone vote pending further research.

Councilor Juran moved that the Keizer City Council move this agenda item to a meeting in April. Councilor Starr seconded.

Councilor Cross indicated that she would be absent from the first meeting in April. Councilor Husseman commended City staff for their work on this ordinance noting that it was a modern update and would bring Keizer into the internet age.

Mayor Clark offered a friendly amendment that this would be addressed at the second meeting in April, which would be April 17. Councilors Juran and Starr accepted.

Motion passed as follows:

AYES: Clark, Reid, Starr and Juran (4)

NAYS: Kohler, Cross and Husseman (3)

ABSTENTIONS: None (0)

ABSENT: None (0)

## **ADMINISTRATIVE ACTION**

### **a. Service Line Warranty Program**

City Manager Adam Brown summarized his staff report. Discussion followed regarding recruiting and use of local providers and promoting small businesses.

Councilor Starr moved that the Keizer City Council authorize the City Manager to enter into a non-royalty marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to City Attorney review with an additional one (1) year renewal.

Mayor Clark offered a friendly amendment that this agreement include reference to and connection with the COBID Registration Service for Disadvantaged Business Enterprises. Amendment was accepted by Councilors Starr and Reid.

Motion passed as follows:

AYES: Clark, Reid, Husseman, Cross, Starr and Juran (6)

NAYS: Kohler (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

## **CONSENT CALENDAR**

- a. Approval of February 21, 2023 Regular Session Minutes
- b. Approval of February 27, 2023 Work Session Minutes
- c. Approval of March 6, 2023 Regular Session Minutes

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

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**OTHER BUSINESS** None

**STAFF UPDATES** Public Works Director Bill Lawyer announced that the patches on Windsor Island Road have been repaired. Final pavement will be done when the weather gets better.

**COUNCIL  
MEMBER  
REPORTS**

Councilor Cross reported on meetings and events she had attended and announced that CTECH was one of the schools participating in the Oregon Restaurant Culinary Program competition.

Councilor Juran reported on meetings and events he had attended. He added that mental health issues are serious and everyone should work to find solutions.

Councilor Starr shared information on meetings and events she had attended noting that she missed one Citizen Police Academy session but had attended the next one.

Councilor Kohler reviewed meetings and events he had attended and announced upcoming ones and shared information about the upcoming Community Dinner.

Councilor Husseman reported on meetings and events he had attended and noted that the Traffic Safety-Bikeways-Pedestrian Committee has been focusing on traffic issues in southeast Keizer and he hopes to have something for them soon.

Councilor Reid shared information about meetings and events she had attended and announced upcoming ones.

Youth Councilor Angelica Sarmiento reported on recent McNary events including concerts, conferences and sports events.

Mayor Clark thanked the Chamber for hosting the State of the City address, shared information about meetings and events she had attended and announced upcoming ones.

**AGENDA INPUT**

March 27, 2023 – 6:00 p.m. - City Council Work Session

- Safety Training

April 3, 2023 – 7:00 p.m. - City Council Regular Session

April 10, 2023 – 6:00 p.m. - City Council Work Session

- City Council 2023-2024 Goal Setting

April 17, 2023 – 7:00 p.m. - City Council Regular Session

May 1, 2023 – 7:00 p.m. - City Council Regular Session

**ADJOURNMENT**

Mayor Clark adjourned the meeting at 8:31 p.m.

MAYOR:

APPROVED:

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Cathy Clark

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Debbie Lockhart, Deputy City Recorder



## COUNCIL MEMBERS

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Councilor #1 – Laura Reid

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Councilor #4 – Soraida Cross

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Councilor #2 – Shaney Starr

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Councilor #5 – Robert Husseman

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Councilor #3 – Kyle Juran

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Councilor #6 – Daniel R. Kohler

Minutes approved: \_\_\_\_\_



**MINUTES**  
**KEIZER CITY COUNCIL WORK SESSION**  
**Monday, March 27, 2023**  
**Keizer Civic Center**  
**Keizer, Oregon**

**CALL TO  
ORDER**

Mayor Clark called the meeting to order at 6:00 pm. Roll call was taken as follows:

**Present:**

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

**Staff:**

Adam Brown, City Manager  
Trevor Wenning, Police  
Tracy Davis, City Recorder

**Absent:**

Robert Husseman, Councilor

**DISCUSSION**  
**Safety**  
**Training –**  
**Keizer Police**  
**Lieutenant**  
**Trevor**  
**Wenning**

Lt. Wenning gave his presentation covering the prevention of gun violence before it starts, the definition of an active shooter, statistics of incidents, how to be prepared, being situationally aware, options in the situation of an active shooter (Run, Hide, Fight), information to provide to 911, use of weapons under stress, and reacting to and what to expect from law enforcement. Following the presentation Lt. Wenning took Councilors to the offices/rooms behind the Council Chambers to show them the safest place in which to retreat.

**ADJOURN**

Mayor Clark adjourned the meeting at 7:43 p.m.

MAYOR:

APPROVED:

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Cathy Clark

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Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

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Councilor #1 – Laura Reid

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Councilor #4 – Soraida Cross

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~ Absent ~

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Councilor #2 – Shaney Starr

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Councilor #5 – Robert Husseman

---

Councilor #3 – Kyle Juran

---

Councilor #6 – Daniel R. Kohler

Minutes approved: \_\_\_\_\_