

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, September 17, 2018
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](#) – Constitution Week 2018
 - b. [Making a Case for Athletics](#) – Presentation by Mike Maghan
5. **COMMITTEE REPORTS**
6. **PUBLIC TESTIMONY**

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. [Waiver of Community Center Rental Fee](#) – The Keizer Chamber Foundation Leadership Series Training
 - b. [RESOLUTION](#) – Authorizing Mayor to Send Letter to Oregon Legislature Urging Action to End Firearm Discharges in Proximity to Urban Areas
9. **CONSENT CALENDAR**
 - a. [RESOLUTION](#) – Authorizing Disposition of Surplus Property (Police Department Vehicles)

- b. RESOLUTION – Authorizing the City Manager to Award and Enter Into An Agreement with S-2 Contractors Inc. for Asphalt Pathway Upgrades and Resurfacing at Various Keizer Parks
- c. RESOLUTION – Authorizing the City Manager to Enter Into An Agreement with Salem Concrete Paving for Sports Courts at Claggett Creek Park and Northview Terrace Park
- d. RESOLUTION – Authorizing the Finance Director to Sign Agreement with AT&T Corp. for FirstNet Mobile Plan for Police Department
- e. Approval of August 27, 2018 Joint Work Session Minutes

10. COUNCIL LIAISON REPORTS

11. 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.

12. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

13. AGENDA INPUT

October 1, 2018

7:00 p.m. City Council Regular Session

October 8, 2018

5:45 p.m. – City Council Work Session

- Canceled

October 15, 2018

7:00 p.m. City Council Regular Session

14. ADJOURNMENT

The City of Keizer is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). The Keizer Civic Center is wheelchair accessible. If you require any service that furthers inclusivity to participate, please contact the Office of the City Recorder at least 48 business hours prior to the meeting by email at davist@keizer.org or phone at (503)390-3700 or (503)856-3412. Most regular City Council meetings are streamed live through the City's website and cable-cast on Comcast Channel 23 within the Keizer City limits. Thank you for your interest in the City of Keizer.

City of Keizer, Oregon

Proclamation

WHEREAS, it is the privilege and duty of the American people to commemorate the two hundred thirty first anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, CATHY CLARK, by the virtue of the authority vested in me as Mayor of the City of Keizer in the State of Oregon, do hereby proclaim the week of September 17th through 23^d as

CONSTITUTION WEEK

AND urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to affixed this 17th day of September, 2018.

MAYOR CATHY CLARK
City of Keizer, Oregon

COUNCIL MEETING: September 17, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

SUBJECT: "MAKING A CASE FOR ATHLETICS" – PRESENTATION BY MIKE MAGHAN

ISSUE:

Mike Maghan, former McNary High School Athletic Director will be making a short presentation to the City Council on his "Making a Case for Athletics" crusade which advocates for low cost or no cost athletic programs in Keizer and the surrounding areas.

COUNCIL MEETING: September 17, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

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

**SUBJECT: WAIVER OF COMMUNITY CENTER RENTAL FEE – THE KEIZER CHAMBER
FOUNDATION LEADERSHIP SERIES TRAINING**

BACKGROUND:

The Keizer Chamber Foundation is a 501(c)3 organization who works in conjunction with the Keizer Chamber of Commerce. The mission of the Keizer Chamber Foundation is to provide cultural and educational opportunities, charitable services, and personal development programs to citizens of Keizer in order to build a stronger community. As part of their leadership series, the Foundation is hosting a session on October 18, 2018 entitled “Building Better Boards”. The Foundation is charging \$25 for this session, which will cover the cost of the meal provided. The flyer with additional information on the session is attached to this report.

The Keizer Chamber Foundation is asking for a waiver of the room rental fee, deposit, and insurance requirement in exchange for free attendance for all members of City Boards, Committee, and Commissions. The rental rates for the Keizer Community Center listed below include a 25% discount for Keizer Citizens or any Keizer Based 501(c)(3) organization. The Keizer Chamber Foundation qualifies for this discount.

Keizer Chamber Foundation Leadership Session

The rental rate for the Iris Room A for 6 hours (3:00 p.m. to 9:00 p.m.) would be as follows:

- Room Rental – \$450 (\$75 per hour including staffing, with the 25% discount)
- Event Staff – included in the rental rate above, however if rental rate waived, event staff would cost the City approximately \$120 (room set, event coverage, and clean/reset of room)
- Security/Cleaning Deposit (Refundable) - \$750

Options for Council Consideration for the Keizer Chamber Foundation Event:

1. Grant the request for a complete rental fee waiver in exchange for free attendance for all members of City Boards, Committee and Commissions (room rental, security/cleaning deposit, insurance requirement, and costs for event staff).

2. Deny the request for a complete rental fee waiver. (room rental, security/cleaning deposit, insurance requirement, and costs for event staff).
3. Waive the room rental fee, security/cleaning deposit, and the insurance requirement but charge \$120 costs for event staff.

RECOMMENDATION:

Staff recommends the City Council discuss the request, consider the options presented, and then direct staff accordingly.



KEIZER CHAMBER FOUNDATION

Leadership Series

BUILDING BETTER BOARDS

The KCF Leadership Series

Thursday, 10.18.18

5:30-8:30 pm

Doors open at 4:45

Training 5:30-8:30

Light dinner begins at 5:00

Instructor

Susan Bower,
Asst. Attorney General,
Charitable Activities
Section

- Clarity around legal roles and responsibilities.
- Understanding essential legal duties of officers.
- Policy best practices to keep you safe and transparent.

Our Mission: To provide cultural and educational opportunities, charitable services and personal development programs to citizens of Keizer in order to build a stronger community.

\$25 per person
Keizer Civic Center
930 Chemawa Rd NE

Instructor

Grady Goodall,
J.D., Director of
Development College of
Liberal Arts, OSU
Foundation

Sometimes fundraising can seem complicated and intimidating. This session will provide steps to grow your fundraising efforts.

CITY COUNCIL MEETING: September 17, 2018

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: LEGISLATIVE ACTION – WEST SALEM QUARRY SHOOTING

There have now been two shooting incidents in less than a year involving the quarry in West Salem in which bullets from that site have landed in Keizer. This is in addition to previous instances over the years. Ending this public safety threat is a critical and high priority issue for City Council and staff.

We are working on this issue on multiple fronts. In that regard, we have discussed the possibility of state legislative action. Given the multiple jurisdictions involved in this local issue, as well as the likelihood that this same dangerous scenario occurs elsewhere in the state, the need for state legislative action becomes very clear.

Staff is recommending that the Mayor send a letter to appropriate members of the Legislature urging them to take action to address these dangerous and unacceptable situations.

RECOMMENDATION:

Staff recommends adopting the attached Resolution authorizing the Mayor to send a letter to the state legislature urging them to take action to end these dangerous and unacceptable situations.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

AUTHORIZING MAYOR TO SEND LETTER TO OREGON
LEGISLATURE URGING ACTION TO END FIREARM DISCHARGES IN
PROXIMITY TO URBAN AREAS

WHEREAS, the City of Keizer is responsible for the safety and well-being of its
citizens and residents;

WHEREAS, the discharge of firearms from property located in Polk County has
caused property damage and future firearm discharges may raise the real risk of serious
injury or death to our residents;

WHEREAS, the risk of death or injury due to the discharge of firearms in
proximity to dense urban areas is a matter of statewide concern;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is
authorized to send a letter to appropriate state legislators urging that the Oregon
Legislature address the dangerous and unacceptable situation with regard to discharge of
firearms in close proximity to urban areas.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
Mayor and City staff are authorized to take all appropriate action and assistance to the
Oregon State Legislature to adopt appropriate legislation to address these types of
threats.

COUNCIL MEETING: September 17, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

**THROUGH: JOHN TEAGUE
CHIEF OF POLICE**

SUBJECT: SURPLUS OF POLICE VEHICLES

ISSUE:

The City of Keizer owns the following vehicles that are of no further use to the Keizer Police Department:

2013 Dodge Charger Police, VIN 2C3CDXAG5DH605868. 2013 Dodge Charger Police, VIN 2C3CDXAG9DH605579. Both police vehicles are assigned to the School Resource Officer Unit and will be replaced with vehicles being transferred out of the Patrol Division.

Each vehicle, fully equipped, has an estimated value of approximately \$8,000.

RECOMMENDATION:

Authorize the vehicles be sold to an agency of the State of Oregon, a political subdivision thereof authorized by law to enter into, or an organization which has received Internal Revenue Service tax status as a nonprofit organization following the procedures set forth in Surplus Property Ordinance 2008-579. Proceeds of the surplus vehicle sales to be transferred to Police Miscellaneous Revenue.

1 BILL NO. 558

A BILL

ORDINANCE NO.

2008- 579

3 FOR

4
5 AN ORDINANCE

6
7 DISPOSING OF CITY OWNED SURPLUS PROPERTY,
8 POLICE CONFISCATED UNCLAIMED PERSONAL
9 PROPERTY, CONTRABAND FIREARMS AND OTHER
10 CONTRABAND; REPEALING ORDINANCE 2000-427;
11 AND DECLARING AN EMERGENCY

12
13 WHEREAS, from time to time, the City of Keizer has surplus property, police
14 confiscated unclaimed property, firearms and contraband which needs to be disposed of; and

15 WHEREAS, the City of Keizer desires to create a process which fairly disposes of
16 such property in a manner that best serves the public interests;

17 NOW, THEREFORE, the City of Keizer ordains as follows:

18 Section 1 - DEFINITIONS.

19
20 A. City-Owned Surplus Property. City-owned personal property that the
21 department head responsible for its control determines to be of no further use for public
22 purposes, and the City Manager or designee approves such determination.

23 B. Police Unclaimed Personal Property. Property and/or evidence that has been
24 in the custody of Keizer Police Department for more than 60 days following the adjudication
25 of all criminal actions, and/or investigation (if no criminal action is filed) or at the
26 conclusion of any civil action brought against the city, any of which are related to the
27 seizure or impoundment of property. Unclaimed personal property is defined in ORS
28 98.245(1)(b) as property which ownership has not been established after the Keizer Police
29 Department has made a reasonable effort to identify and notify the owner of the property.

1 "Unclaimed personal property" does not include firearms or contraband.

2 C. Contraband Firearms. Firearms which are seized by the Keizer Police
3 Department under ORS 166.250 (unlawful possession of firearms) or 166.270 (certain ex-
4 convicts forbidden to possess arms) and not being held as evidence shall be classified as
5 contraband. Firearms seized under ORS 166.279 (Seizure of concealed weapons) and not
6 being held as evidence shall be classified as contraband.

7 D. Other Contraband. As used herein, "contraband" means any personal
8 property (except firearms) which is unlawful to produce or possess, including, without
9 limitation, illegal weapons, controlled substances as defined in ORS 475.005 and drug
10 paraphernalia as defined in ORS 475.525.

11 Section 2 –DISPOSITION PROVISIONS - CITY-OWNED SURPLUS PROPERTY.

12 Upon approval by the Keizer City Manager or designee, the following provisions apply to
13 City-owned Surplus Property:

14 A. At the City Manager's direction, City-owned surplus property with a value of
15 less than \$1,000 per item/group may be traded, donated, sold, destroyed, or transferred with
16 or without consideration to an agency of the State of Oregon, a political subdivision thereof
17 authorized by law to enter into, or an organization which has received Internal Revenue
18 Service tax status as a nonprofit organization, or may be disposed of pursuant to any method
19 set forth in Section 2(D) below.

20 B. At the City Council's direction, City-owned surplus property with a value
21 greater than \$1,000 per item/group may be disposed pursuant to any method set forth in
22 Section 2(D) below.

1 C. For purposes of this Section, the value of the surplus property shall be
2 estimated by the City Manager or designee and shall be estimated per item or per group of
3 property items if such grouping reasonably is estimated to net a higher value after expenses
4 of the sale.

5 D. City-owned surplus property may be disposed of by any of the following
6 methods:

- 7 i. Through the State of Oregon Surplus Property Program.
- 8 ii. Sold at public auction pursuant to the procedures set forth in Section 3
9 of this Ordinance.
- 10 iii. City may solicit proposals from persons or organizations for City-
11 owned surplus property by causing notice to be published in a
12 newspaper of general circulation in the City at least one (1) week prior
13 to the date set for opening of such proposals. Upon approval by the
14 City Manager (Section 2(A)) or by the City Council (Section 2(B)), the
15 surplus property shall be transferred to the person or organization
16 making the best offer considering all circumstances.
- 17 iv. Any other method that in the City's discretion is in the best interests of
18 the City, including, but not limited to, electronic or hard copy classified
19 advertising, electronic or hard copy non-classified advertising,
20 electronic (website) auction. The City Manager (Section 2(A)) or City
21 Council (Section 2(B)) shall determine pricing of the items/groups.

22

1 The property shall be delivered to the successful purchaser upon receipt of
2 full payment.

3 Section 3 - AUCTION.
4

5 A. When the City Manager or City Council determines that a public auction is in
6 the best interests of the City, the City Manager or designee shall:

7 i. Cause a notice of public auction to be published in a newspaper of
8 general circulation in Keizer at least ten (10) days prior to the date of
9 such auction. The notice shall include at a minimum a list of the
10 property to be sold, and the time and place where the property can be
11 viewed as well as the time and place of the auction itself.

12 ii. Insure that all property shall be available for viewing by prospective
13 buyers on the auction premises at least one-half hour prior to sale time.

14 iii. Sell the City-owned surplus property to the highest bidder. The City
15 Manager or designee may establish minimum bids for any and all items.
16 Items may be grouped for sale as particular lots, if it is in the City's best
17 interest to do so. Payment must be made before the property can be
18 removed. Payment shall be in the form of cash, cashier's check, or money
19 order or first party personal check. A receipt shall be issued for each
20 article or lot purchased.

21 B. All articles sold at auction having a title or registration shall require a Bill of
22 Sale. The Bill of Sale shall be signed by the City Manager or designee.

23

1 C. The City Manager or designee may hire a public auctioneer that is licensed and bonded
2 to conduct the public auction.

3 D. Proceeds from the sale or auction of City-owned surplus property shall be
4 used first to pay all costs associated with such sale or auction, including, but not limited to,
5 expenses of sale, storage and maintenance costs, and any public notice publication costs.

6 Section 4 - DISPOSITION PROVISIONS - POLICE UNCLAIMED PERSONAL
7 PROPERTY, CONTRABAND FIREARMS AND OTHER CONTRABAND.

8 A. Police Unclaimed Personal Property, as defined in Section 1, with a value
9 less than \$1,000 per item/group may be traded, donated, sold, destroyed or transferred with
10 or without consideration to an agency of the State of Oregon, a political subdivision thereof
11 authorized by law to enter into, or an organization which has received Internal Revenue
12 Service tax status as a nonprofit organization.

13 B. Police Unclaimed Personal Property, as defined in Section 1, with a value
14 greater than \$1,000 per item/group shall be disposed of in accordance with ORS Chapter
15 98.245. This includes a published statement of "intent to dispose" and posting of the notice
16 in three (3) public places within the city limits of Keizer. Thirty (30) days from the date of
17 publication, the remaining unclaimed personal property with greater than nominal value as
18 defined in Section 1(B) may be disposed of through the State of Oregon Surplus Property
19 Program, sold at Public Auction as described in Section 3, or through other means of
20 disposal as authorized by the Chief of Police and approved by the City Manager or designee.

21 C. For purposes of this Section, the value of the surplus property shall be
22 estimated by the City Manager or designee and shall be estimated per item or per group of

1 property items if such grouping reasonably is estimated to net a higher value after expenses
2 of the sale.

3 D. Contraband Firearms as defined in Section 1 shall be disposed of by the
4 following options:

- 5 i. Firearms which were seized under ORS 166.250 (unlawful possession
6 of firearms) or 166.270 (certain ex-convicts forbidden to possess arms)
7 and not being held as evidence shall be classified as contraband.
8 Firearms which are in police custody and which have been declared
9 forfeited by the court under ORS 166.279 shall be classified as
10 contraband. In the event a firearm used to facilitate a criminal offense
11 was stolen from its lawful owner and was recovered from a person other
12 than the lawful owner, it shall be returned to its lawful owner as soon as
13 the weapon is no longer needed for evidentiary purposes and the lawful
14 owner is currently not prohibited from possessing the firearm.
- 15 ii. At the option of the Chief of Police, firearms classified as contraband
16 may be used as a service weapon or for demonstration or training
17 purposes or sold per ORS 166.279(4). However, the proceeds from the
18 sale of such firearms shall be distributed as outlined in ORS 166.279(4).
19 Any sale shall be made only to licensed gun dealers. Generally, this
20 option would be chosen for weapons that, in the discretion of the Chief
21 of Police, have value that outweighs the staff time and/or costs of sale.

22

- 1 iii. At the option of the Chief of Police, firearms classified as contraband
2 shall be destroyed in such a manner that the firearms are rendered
3 wholly and entirely ineffective and useless for the purpose of which
4 they were manufactured. Generally, this option would be chosen for
5 weapons that, in the discretion of the Chief of Police, have value that is
6 outweighed by staff time and/or costs of sale.
- 7 iv. This Subsection (D) shall also apply to non-contraband firearms (for
8 example, donated firearms) in the possession and control of the Police
9 Department.

10 E. Contraband.

- 11 i. All contraband shall be rendered unusable by destruction in a legally
12 acceptable manner. The destruction of contraband shall be recorded by
13 the Evidence and witnessed by the Evidence Custodian.
- 14 ii. Contraband in the form of controlled substances shall also be destroyed in a
15 legally acceptable manner, except when it is authorized by the District
16 Attorney or a court of competent jurisdiction to be used as an
17 investigative tool or for training purposes. In every instance,
18 authorization to use a controlled substance as an investigative tool or as
19 a training tool shall be obtained in writing from the Keizer Chief of
20 Police. All such authorizations shall be in writing and shall accompany
21 the property control report.

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1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2018-_____

4
5 AUTHORIZING DISPOSITION OF SURPLUS PROPERTY
6 (POLICE DEPARTMENT VEHICLES)
7

8 WHEREAS, Ordinance No. 2008-579 allows for surplus property to be disposed of;

9 WHEREAS, Keizer Police Department 2013 Dodge Charger, VIN
10 2C3CDXAG5DH605868 and 2013 Dodge Charger Police, VIN 2C3CDXAG9DH605579
11 have been identified as being of no further use for public purposes;

12 WHEREAS, the above referenced Ordinance allows the disposal of City-owned
13 surplus property by several methods, including any method that in the City's discretion is in
14 the best interests of the City;

15 WHEREAS, staff has recommended the disposal of the 2013 Dodge Charger, VIN
16 2C3CDXAG5DH605868 and 2013 Dodge Charger Police, VIN 2C3CDXAG9DH605579
17 as surplus property because they are no longer useful or needed;

18 WHEREAS, the City Manager approves of the disposal of the 2013 Dodge Charger,
19 VIN 2C3CDXAG5DH605868 and 2013 Dodge Charger Police, VIN
20 2C3CDXAG9DH605579 as surplus property;

21 NOW, THEREFORE,

22 BE IT RESOLVED that the City Council of the City of Keizer declares the 2013
23 Dodge Charger, VIN 2C3CDXAG5DH605868 and 2013 Dodge Charger Police, VIN
24 2C3CDXAG9DH605579 to be surplus property.

25 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
26 2013 Dodge Charger, VIN 2C3CDXAG5DH605868 and 2013 Dodge Charger Police, VIN

1 2C3CDXAG9DH605579 be disposed of by selling them to an agency of the State of
2 Oregon, a political subdivision thereof authorized by law to enter into, or an organization
3 which has received Internal Revenue Service tax status as a nonprofit organization as
4 allowed under the procedures set forth in Ordinance No. 2008-579.

5 BE IT FURTHER RESOLVED that the City Manager is authorized to take any and
6 all necessary acts to effectuate the disposal of the surplus property.

7 BE IT FURTHER RESOLVED that the proceeds of the surplus property shall be
8 applied to the police miscellaneous revenue in the General Fund.

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

11 PASSED this _____ day of _____, 2018.

12
13 SIGNED this _____ day of _____, 2018.

14
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16 _____
17 Mayor

18
19 _____
20 City Recorder

CITY COUNCIL MEETING: September 17, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: PARKS PATHWAY UPGRADES AND RESURFACING

DATE: September 6, 2018

BACKGROUND:

Staff solicited bids through the formal bidding process for the upgrade and resurfacing of asphalt pathways in various city parks. This project consists of widening and resurfacing approximately 2,900 feet of existing pathways in 6 parks (Bair, Claggett, Country Glen, Meadows, Wallace House, and Willamette Manor) as well as new pathways to the sports courts in Claggett Creek Park and Northview Terrace Park.

A total of 3 bids were received and opened on August 28th 2018 and ranged from a high bid of \$318,000.00 to a low bid of \$104,140.00. The lowest bid was received from S-2 Contractors Incorporated. Funding for this project comes from the Parks Services fee and would not be possible without the additional revenue the fee provides to the parks system.

FISCAL IMPACT:

Funding for this project is allocated and available in the adopted FY 18-19 Parks Services Fund budget line 64.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with the low responsive bidder, **S-2 Contractors Incorporated**, in the amount of **\$104,140.00** for the Asphalt Pathway Upgrades and Resurfacing at Various City Parks project.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

AUTHORIZING THE CITY MANAGER TO AWARD AND
ENTER INTO AN AGREEMENT WITH S-2 CONTRACTORS
INC. FOR ASPHALT PATHWAY UPGRADES AND
RESURFACING AT VARIOUS KEIZER PARKS

WHEREAS, bids were solicited for the upgrade and resurfacing of asphalt pathways
in various City parks;

WHEREAS, funds available to complete this project are in the 2018/19 Parks Services
Fund;

WHEREAS, three bids for this project were received. S-2 Contractors Inc. submitted
the low bid for a total amount of \$104,140.00;

WHEREAS, a notice of intent to award the bids was sent to the bidders on August 31,
2018;

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 the attached agreement with S-2
Contractors Inc. for a total cost of \$104,140.00 to upgrade and resurface asphalt pathways in
various City parks. Funding for this project is from the Parks Services Fund.

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

3 PASSED this _____ day of _____, 2018.

4
5 SIGNED this _____ day of _____, 2018.

6
7
8 _____
9 Mayor

10
11 _____
City Recorder

CONTRACT
FOR
ASPHALT PATHWAY UPGRADES AND RESURFACING
AT VARIOUS KEIZER PARKS

THIS AGREEMENT, made this ____ day of _____, 2018, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and S-2 Contractors Inc., an Oregon corporation, hereinafter called "Contractor".

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

1. **WORK BY CONTRACTOR.** The Contractor shall provide all labor and materials to provide the services described in Exhibit "A" (Scope of Services) attached hereto and by this reference incorporated herein.
2. **TIME OF COMPLETION.** The Contractor shall complete all aspects of the project no later than May 31, 2019.
3. **BONDS.** Payment Bonds are required of Contractor at Contractor's own expense. Such bonds shall be issued by a surety licensed in the State of Oregon and must be acceptable to Owner. The bonds must equal the sum of the contract price.

The Contractor and all subcontractors must obtain or possess a valid Public Works Bond, filed with the Construction Contractors Board (CCB) before beginning any work on this project.

4. **PRECONSTRUCTION CONFERENCE.** Before any Work is started, a Preconstruction Conference attended by the Contractor, Public Works Director, and others as appropriate, will be held to establish a working understanding among the parties as to the Work and to discuss the procedures for handling submittals, processing applications for payment, and maintaining records. Contractor is required to request such Preconstruction Conference as soon as possible to prevent delays in the project.
5. **CONTRACT SUM.** The Contract Sum is One Hundred Four Thousand, One Hundred Forty Dollars and no/100 (\$104,140.00). See Exhibit "B" (Proposed Bid) attached hereto and by this reference incorporated herein.
6. **PAYMENTS.** Contractor may request partial payments as work progresses. Partial payment requests shall be submitted to the Public Works Director by the 10th calendar day of each month for processing. Payment requests shall accurately and completely detail all work completed since the last payment request up to the last day of the month. Any and all additional forms and documentation required by statute or this Agreement shall be submitted with the

pay request. No partial or final payments shall be made unless required certified payroll reports have been provided to Owner.

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

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

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

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

- f. Failure of the Contractor to keep Contractor's work progressing in accordance with Contractor's time schedule.

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

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

OWNER:

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

CONTRACTOR:

S-2 Contractors Inc.
860 S Anderson Rd
Aurora, OR 97002

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Prevailing Wage Requirements

a. Applicable Prevailing Wage Rates

- i. If this project is subject to the applicable Oregon Prevailing Wage Rate publication and any amendments, and/or the federal Davis Bacon Wage Rate Act (40 U.S.C. 3141 et seq.), in effect at the time of solicitation, the Contractor shall pay the wage rate and fringe benefits listed in the Bureau of Labor and Industries publication titled "July 1, 2018 Prevailing Wage Rates for Public Works Contracts in Oregon", which is incorporated herein by reference or can be accessed and downloaded at BOLI's website at: <https://www.oregon.gov/boli/WHD/PWR/July%202018/July%201%2c%202018%20PWR%20Rate%20Book.pdf>.
- ii. If the project is subject to the federal Davis Bacon Act, the current wage rate publication for Oregon can be accessed and downloaded at <http://www.dol.gov/whd/govcontracts/dbra.htm>. ORS.279C.838.
- iii. If the project is subject to the Davis-Bacon Act and if the state prevailing rate of wage is higher than the federal prevailing rate of wage that is in effect at the time a public agency enters into a contract with a contractor for the project, the contractor and every subcontractor on the project shall pay no less than the state prevailing rate of wage. ORS 279C.838.
- iv. All prevailing wage rates that apply to the project must be posted at the job site. Every contractor on the site is responsible for this posting. ORS 279C.840(4) & OAR 839-025-0033(1).
- v. All contracts and subcontracts for this project must include a provision that each worker in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of wage, or the applicable federal prevailing rate of wage, whichever is higher. ORS 279C.838.

b. Certified Payroll Filing Requirements

- i. Every employer on a covered project must file certified payroll records with the Owner. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified

statements may be used only to ensure compliance with the provisions of ORS 279C.845 to 279C.860.

c. Certified Payroll Form

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

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

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

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

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

d. Certified Payroll Retainage

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

21. QUALIFYING EMPLOYEE DRUG TESTING PROGRAM. Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum a written employee drug testing policy, required drug testing for all new subject employees or, alternatively, required testing of all subject employees every 12 months on a random selection basis, and required testing of a subject employee when the Contractor has reasonable cause to believe the subject employee is under the influence of drugs.

22. SAFETY MEASURES. Contractor agrees that Contractor, Contractor's employees, and subcontractors will comply with all OSHA regulations applicable to the work being performed. Contractor agrees that all personnel must wear safety vests at all times.

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

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

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

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

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

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

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

Contract documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

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

27.OWNER'S RIGHT TO TERMINATE CONTRACT. Owner may terminate this Contract upon seven (7) days written notice to Contractor if Owner fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Owner to pay for services under this Contract.

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

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

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

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

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

32. DISPUTE RESOLUTION.

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

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

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

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

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

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

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

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

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

CITY OF KEIZER

S-2 CONTRACTORS INC.

By: _____
Christopher C. Eppley,
City Manager

By: _____
_____,

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Keizer City Attorney

Scope of Services for Asphalt Pathway Upgrades and Resurfacing At Various Keizer Parks

General Specifications

- Asphalt for pathways to be 6 feet wide unless otherwise specified
- Asphalt resurfacing to be Level 2 dense graded mix, a minimum 2 inches thick
- Aggregate base (3/4" - or 1" -) to be a minimum 6 inches thick in widened areas
- New path areas and widened areas to include saw cutting, excavation 8 ½" deep, 6" minimum aggregate, and 2 ½" asphalt thickness. Asphalt to be Level 2 dense graded mix
- Pathways to meet ADA requirements but not limited to – maximum 2% cross slope and 1/12 running slope
- Pathways finished surface shall not allow ponding of water
- Finished grade of asphalt to be a maximum 2 inches above existing ground
- Grade and compact sub grade as necessary
- Spoils to be spread on site along the pathways. If there is excess material it may remain on site for use in various parks.
- Meet insurance requirements and other conditions as outlined in attached contract document
- Erosion Control Plan to be submitted and approved by City prior to any disturbance

Specific Park Specifications

Bair Park – Resurface existing path 200 lineal feet, 8 feet wide

Claggett Creek Park – New path to sports court 240 lineal feet, 6 feet wide
Widen existing path 2 feet and resurface 120 lineal feet

Country Glen Park - Widen existing path 2 feet and resurface 480 lineal feet

Northview Park – New path to sports court 240 lineal feet, 6 feet wide

Meadows Park - Widen existing path 2 feet and resurface 240 lineal feet

Wallace House Park – Resurface 1,200 lineal feet, 5 feet wide

Willamette Manor Park – Widen existing path 2 feet and resurface 665 feet
Add new access (8 feet by 20 feet) from existing path to tennis court near drinking fountain

Claggett Creek Park

New Pathway from basketball court to parking lot. 240'x6'

Legend



Dearborn Ave NE

300 ft

13th Ave NE

Google Earth

Image U.S. Geological Survey



Northview Park

New paved pathway 240 LN. Ft.

Legend

- North View Terrace Park
- Path Measure

Google Earth

100 ft

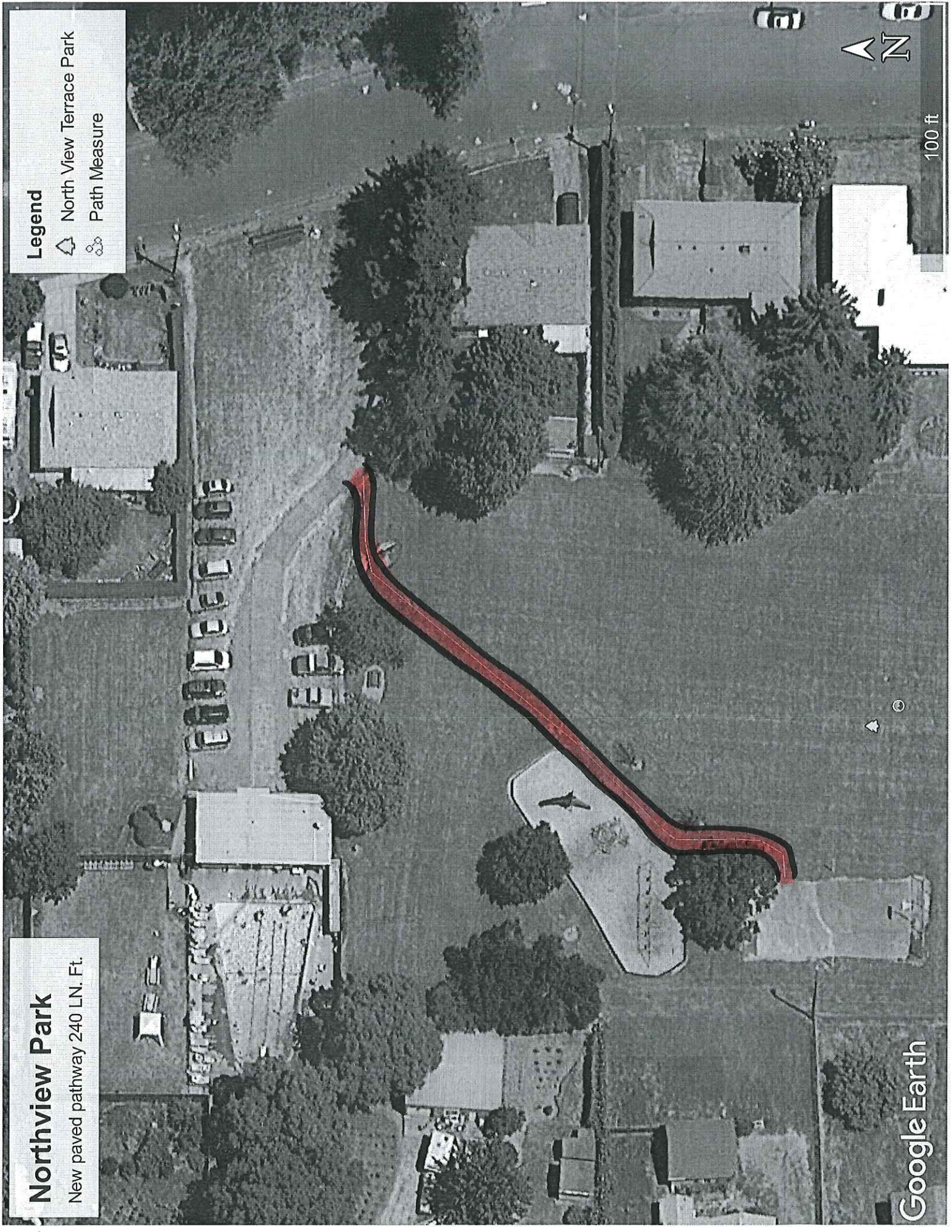


EXHIBIT "B"

BID SHEET		
PROJECT: Asphalt Pathway Upgrades and Resurfacing at Various Keizer Parks OWNER: CITY OF KEIZER		
PROJECT	DESCRIPTION	AMOUNT
1	Bair Park – Resurface Existing Path 200 Lineal Feet, 8 Feet Wide	5,000
2	Claggett Creek Park – New Path to Sports Court 240 Lineal Feet, 6 Feet Wide – Widen Existing Path 2 Feet and Resurface 120 Lineal Feet	16,700
3	Country Glen Park – Widen Existing Path 2 Feet and Resurface 480 Lineal Feet	18,100
4	Northview Park – New Path to Sports Court 240 Lineal Feet, 6 Feet Wide	9,370
5	Meadows Park – Widen Existing Path 2 Feet and Resurface 240 Lineal Feet	10,040
6	Wallace House Park – Resurface 1,200 Lineal Feet, 5 Feet Wide	18,750
7	Willamette Manor Park – Widen Existing Path 2 Feet and Resurface 665 Feet – Add New Access (8 Feet by 20 Feet) From Existing Path to Tennis Court Near Drinking Fountain	26,180
TOTAL BID		\$ 104,140.00

Company Name: S-2 Contractors

Company Address: 6860 S. Anderson Rd.
Aurora, OR 97002

Company Phone #: 503 651-4000

Company Fax #: 503 651-4009

Contact Name: Dave Short

Email Address: dshort@S2contractorsinc.com

Dave Short
Signature
Dave Short
Printed Name

CITY COUNCIL MEETING: September 17, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: SPORTS COURT REPLACEMENTS

DATE: September 6, 2018

BACKGROUND:

Staff solicited quotes through the informal bidding process for the removal and replacement of the existing sports courts in Claggett Creek Park and Northview Terrace Park. This project has been on the Parks and Recreation Advisory Board's priority list for many years and is made possible with the additional revenue the Parks Services fee provides.

A total of 5 companies were contacted for requests for quotes and only 2 provided bids. The bids ranged from \$62,625.00 to \$37,375.00 with Salem Concrete Paving submitting the low bid.

FISCAL IMPACT:

Funding for this project is allocated and available in the adopted FY 18-19 Parks Services Fund budget line 64.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with the low responsive bidder, **Salem Concrete Paving** in the amount of **\$37,375.00** for the replacement of the sports courts at Claggett Creek Park and Northview Terrace Park.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH SALEM CONCRETE PAVING FOR SPORTS
COURTS AT CLAGGETT CREEK PARK AND NORTHVIEW
TERRACE PARK

WHEREAS, informal bids were solicited for the removal and replacement of the
existing sports courts in Claggett Creek Park and Northview Terrace Park;

WHEREAS, funds available to complete this project are in the 2018/2019 Parks
Services Fund;

WHEREAS, two quotes for this project were received. Salem Concrete Paving
submitted the low quote for a total amount of \$37,375.00;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is
hereby authorized to enter into the attached agreement with Salem Concrete Paving for a total
cost of \$37,375.00 to remove and replace the existing sports courts in Claggett Creek Park and
Northview Terrace Park. Funding for this project is from the Parks Services Fund.

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CONTRACT
FOR
SPORTS COURTS AT CLAGGETT CREEK PARK
AND NORTHVIEW TERRACE PARK

THIS AGREEMENT, made this ____ day of _____, 2018, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Salem Concrete Paving Inc., hereinafter called "Contractor".

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

1. **WORK BY CONTRACTOR.** The Contractor shall provide all labor and materials to provide the services described in Exhibit "A" (Scope of Services) attached hereto and by this reference incorporated herein.
2. **TIME OF COMPLETION.** Unless directed in writing otherwise, the Contractor shall commence the work covered by this Contract within ten (10) days of full execution of this Contract (weather permitting), and shall complete all aspects of the project no later than October 31, 2018.
3. **CONTRACT SUM.** The Contract Sum is Thirty-Seven Thousand, Three Hundred Seventy-Five, and no/100 (\$37,375.00). See Exhibit "B" (Proposed Bid) attached hereto and by this reference incorporated herein.
4. **PAYMENTS.** When final completion of the work has been achieved, Contractor shall prepare for Owner's acceptance a final application for payment stating that to the best of Contractor's knowledge, and based on Owner's inspections, the work has reached final completion in accordance with the Contract Documents. Payment of the Contract Sum shall be made to Contractor within twenty (20) days after acceptance of the work by Owner and Contractor's submittal of the final application for payment. Such payment shall be conditioned, however, upon submission by the Contractor of evidence, satisfactory to the Owner that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid in full.

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

5. **PAYMENTS WITHHELD.** Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from losses on account of:

- a. Defective work not remedied within a reasonable time after written notice.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to the site, adjacent public or private property, or to another contractor.
- f. Failure of the Contractor to keep Contractor's work progressing in accordance with Contractor's time schedule.

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

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

OWNER:

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

CONTRACTOR:

Brad Swinford
Salem Concrete Paving Inc.
7355 22nd Ave N
Salem, OR 97303

8. **LICENSES AND PERMITS.** The Contractor shall secure and pay for all fees and permits required for the project, if any. Contractor shall comply with all laws, ordinances and regulations, (Federal, State, or local) which may be applicable to the project to be conducted hereunder.
9. **RESPONSIBILITY OF PUBLIC WORKS DIRECTOR.** The term "Public Works Director" herein shall be Bill Lawyer, or his duly authorized representative. The Public Works Director shall have full authority to interpret the plans and specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract. It shall be the duty of the Public Works Director to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that

term is found to be unreasonable and inconsistent with the general spirit of the specifications.

10. **WAIVER.** It is expressly understood and agreed that any waiver granted by the Public Works Director or the Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver, by the Owner, of any claim which the Owner may have against the Contractor.

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

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

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

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

12. **WORKERS COMPENSATION INSURANCE.** The Contractor shall procure and maintain, at Contractor's own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Certificates evidencing the issuance of such insurance shall be filed with the Owner within five (5) days after execution of this Contract.
13. **INDEMNITY.** The Contractor shall indemnify the Owner, the Owner's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, Contractor's agents, or employees, in the execution of the work or in guarding the same.
14. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall continuously maintain adequate protection of all Contractor's work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with the activities under this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be due to errors in the Contract documents or such as may be caused by agents or employees of the Owner.

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

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

15. **SAFETY MEASURES.** Contractor agrees that Contractor, Contractor's employees, and subcontractors will comply with all OSHA regulations applicable to the work being performed. Contractor further understands and agrees that work sites under this project vary from low traffic to very high traffic flow and that Contractor shall use appropriate traffic control measures. All traffic control measures must comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Contractor agrees that all personnel must wear safety vests at all times and use safety cones as required.

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

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

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

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

19. **OWNER'S RIGHT TO TAKE OVER THE WORK.** If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over its affairs, or if it should fail to prosecute its work with due diligence and carry the work forward in accordance with its work schedule and the time limits set forth in the Contract

documents, or if it should fail to substantially perform one or more of the provisions of the Contract documents to be performed by it, the Owner may serve written notice on the Contractor stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

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

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

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

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

Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation to the Owner any sum certified by the Public Works Director, then the Contractor may, on seven (7) days written notice to Owner, terminate the Contract and recover from the Owner payment for all work executed to date, any losses sustained upon any plant for material, and a reasonable profit.

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

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

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

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

24. DISPUTE RESOLUTION.

- (a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the Owner within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Marion. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Salem, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible.

The applicable arbitration rules for the Marion County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the Owner. Insofar as the Contractor and the Owner legally may do so, they agree to be bound by the decision of the arbitrator.

- (b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the Owner shall make payments as required by the Agreement for undisputed portions of work.

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

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

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

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

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

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

31. SIGNATURE. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the

parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

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

CITY OF KEIZER

SALEM CONCRETE PAVING INC.

By: _____
Christopher C. Eppley,
City Manager

By: _____
Brad Swinford,
President

APPROVED AS TO FORM:

Keizer City Attorney

Exhibit “A”

Sports Courts at Claggett Creek Park and Northview Terrace Park Scope of Services

1. Excavate and install 50' x 85' pad and City-provided hoops/backboards at Claggett Creek Park.
2. Excavate and install 35' x 50' pad and City-provided hoops/backboards at Northview Terrace Park.
3. The concrete installed shall be five inch thick 3500 psi with fiber and #3 rebar at 24 inches OCEW.
4. The new pads shall be installed at the same elevation as the existing pads.
5. Provide required barricades and concrete protection for the project.
6. Clean up and properly dispose of all materials.
7. Comply with appropriate Erosion Prevention and Sediment Control and obtain satisfactory final inspection from the Stormwater Division of the City of Keizer.
8. City shall be responsible for disposal of removed hoops and purchase of new hoops/backboards.

Salem Concrete Paving

7355 22nd Avenue N - Salem, OR 97303

Ph (503)463-8317 Fx (503)393-9488

CCB#: 60526

Proposal

Date: 12-Jul-18

Contractor: Keizer Public Works

Attn: Robert Johnson

Project: Claggett, Northview Terrace
Keizer, Oregon

Description:

Replace Claggett 50 x 85 pad and hoops.

\$26,000.00

Replace Northview 35 x 50 pad and hoops

\$11,375.00

Concrete to be five inch thick 3500 psi with fiber and #3 rebar at 24 inches OCEW

City to dispose of old hoops and supply new ones.

New pads to be at same elevation as old ones.

Inclusions:

LABOR

CONCRETE PROTECTION

FORMS

CLEAN UP

CONCRETE

EXCAVATION

BARRICADES

Exclusions:

NEW BACKBOARDS

DAMAGE TO VEGETATION, SPRINKLER SYSTEMS, OR UNFORSEEN UTILITIES NOT LOCATED BY KEIZER PUBLIC WORKS.

TOPSOIL OR ANY FILL AT EDGES

Conditions:

Owner will pay in full upon completion.

ACCEPTED BY :

DATE:

Thank You For The Opportunity To Quote Your Project!

CITY COUNCIL MEETING: September 17, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: TIM WOOD, FINANCE DIRECTOR

SUBJECT: AT&T FirstNet Agreement

BACKGROUND:

The City currently uses Verizon Wireless for public safety wireless communication and equipment services but would like to transition to AT&T to take advantage of the FirstNet product offerings. FirstNet provides discounted rates for data and equipment while also providing a highly secure, non-commercial network dedicated to public safety. AT&T FirstNet services are available through an intergovernmental agreement with National Purchasing Partners (NPP).

FISCAL IMPACT:

The 2018-19 Adopted City of Keizer budget has sufficient existing appropriations (\$12,000) to provide for transferring from Verizon Wireless to AT&T for public safety wireless communication and equipment services.

The agreement with AT&T does not provide for a specified term as such it requires City Council approval.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the Finance Director to enter into an agreement for FirstNet services from AT&T using the intergovernmental agreement with National Purchasing Partners (NPP).

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

AUTHORIZING FINANCE DIRECTOR TO SIGN AGREEMENT
WITH AT&T CORP. FOR FIRSTNET MOBILE PLAN FOR
POLICE DEPARTMENT

WHEREAS, the City has determined that the solicitation performed by the

National Purchasing Partners allows for intergovernmental cooperative purchasing;

WHEREAS, the City has determined that AT&T Corp. was awarded the contract

through the National Purchasing Partners' solicitation;

WHEREAS, the City desires to enter into an agreement with AT&T Corp. based

on the National Purchasing Partners' solicitation;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Finance

Director is authorized to sign the attached agreement with AT&T Corp. for Police

Department FirstNet Mobile Plan.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately

upon the date of its passage.

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

Mayor

City Recorder

PARTICIPATION AGREEMENT COVER PAGE

SELLER: AT&T Corp.
CONTRACT NUMBER: AS10296
NPPGov Member ID Number: M-5711971

City of Keizer			503-390-3700
Customer Legal Name ("Participating Agency" or "Participant")	D/B/A	Main Telephone Number	
930 Chemawa Road NE	Keizer	Oregon	97303
Street Address	City	State	ZIP Code
Tim Wood, WoodT@Keizer.org		503-856-3413	
Primary Contact Name and Email Address		Primary Contact Telephone Number	

If applicable, Governmental entity of The State of Oregon

Agreement: This Participation Agreement between Participating Agency, on behalf of itself, and AT&T Corp ("AT&T" or "Seller"), on behalf of itself and its service providing Affiliates, consists of (a) this Participation Agreement Cover Page, (b) the attached Participation Agreement Standard Terms, (c) applicable Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement, (d) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information and (e) all AT&T materials incorporated by reference in the foregoing, including applicable Attachments found at the Service Publication identified in the selected Pricing Schedules and the Sales Information including, without limitation those documents referenced in §§3(ii) and (iii) (collectively, the "Participation Agreement").

In the event of a conflict or inconsistency between the terms of the Participation Agreement and the terms contained in the Pricing Schedule, the terms of the Pricing Schedule shall prevail.

By signing below, the parties agree to be bound by the terms and conditions of the Participation Agreement, effective as of the last date written below (the "Participation Agreement Effective Date").

City of Keizer:

By (Authorized Signature): _____

Print Name and Title of Person Signing: Tim Wood, Finance Director

Date: _____

AT&T Corp, on behalf of itself and its service providing Affiliates:

By (Authorized Signature): _____

Print Name and Title of Person Signing: _____

Date: _____

PARTICIPATION AGREEMENT STANDARD TERMS

SELLER: AT&T Corp.
CONTRACT NUMBER: AS10296
NPPGov Member ID Number: M-5711971

1. Address for Notices. All notices, requests, demands and other communications to Participating Agency required or permitted under this Participation Agreement shall be provided to the address set forth below:

Name: City of Keizer
Address: PO Box 21000, Keizer, OR 97307
Phone: 503-856-3413
Fax: 503-393-9437
Attention: Tim Wood
Federal Tax ID: _____

2. Recitals.

2.1 AT&T and Public Procurement Authority ("PPA") entered into that certain Master Price Agreement dated November 18, 2015, as amended (the "Master Price Agreement") (at times, the Master Price Agreement and the Participation Agreement are referred to collectively as the "Agreement").

2.2 Participating Agency is a governmental agency and/or a "Participating Agency" as defined under the Agreement that wants to obtain Service from AT&T in connection with the Master Price Agreement. "Participating Agency" and "Participant" shall be used interchangeably in this Participation Agreement.

3. Agreement. In consideration of the recitals set forth in §2 above, which are hereby re-stated and agreed to by the parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, AT&T and Participating Agency hereby agree to the terms and conditions of (i) the Master Price Agreement; (ii) the Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement that Participating Agency has selected in §4-Pricing Schedules immediately below, which such selected Pricing Schedules are incorporated herein by this reference, (iii) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information for such selected Services that Participating Agency has selected, which such terms and conditions are incorporated herein by this reference, and (iv) the AT&T/Participating Agency Product and Service Agreement Terms attached as Exhibit C to the Master Price Agreement and incorporated herein by this reference (Exhibit C, at times, referred to herein as the "Product and Service Agreement Terms"). Access to the Master Price Agreement including Exhibit A and Exhibit C is available at www.NPPGOV.com. Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement or an attachment thereto, as applicable.

4. Pricing Schedules.

TABLE 4
PRICING SCHEDULES

Please Check Selected Pricing Schedule	Pricing Schedule	Participating Agency Initials
X	Sub-Exhibit A-1: Mobility Services	

5. Adoption of Agreement. Participating Agency acknowledges and agrees that it is participating pursuant to the Agreement and that PPA and AT&T may modify the Agreement at any time. Participating Agency acknowledges and agrees

that it has no right whatsoever to modify the Agreement including, without limitation, the Pricing Schedule(s) thereto.

6. Service. AT&T agrees to provide Service to Participating Agency pursuant to the terms and conditions of the Agreement. By signing this Participation Agreement, Participating Agency acknowledges and agrees that it is liable for all charges incurred hereunder by Participating Agency.

7. Representations and Warranties. Participating Agency hereby represents and warrants that (i) it is a member in good standing of NPPGov and will provide AT&T with verification of such membership upon reasonable request, and/or (ii) it is a governmental agency and will provide AT&T with verification of such status upon reasonable request. Participating Agency also hereby represents and warrants that it is not a non-profit entity as that term is defined by United States Tax Code; provided, however, that Volunteer Fire Departments organized and established pursuant to all applicable state and local laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction are eligible to receive Products and Services under this Participation Agreement and shall be treated as Participating Agencies for all purposes herein.

8. Term. The term of this Participation Agreement will run concurrently with the term of the Pricing Schedules identified in Section 4 above. In the event the Master Price Agreement is terminated prior to the expiration of the Pricing Schedules, the term of each Pricing Schedule shall continue through the term identified in that Pricing Schedule. Any Services identified on the AT&T NPPGov Program Website which, by their terms, are to exist for a specific period of time, will survive any termination or expiration of this Participation Agreement.

9. Custom Plans.

9.1 Custom FirstNet Mobile Plans. Provided the Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §9 (including all sub-sections and Tables), AT&T will provide the Customer and its eligible CRUs the custom FirstNet Mobile Plans described in §9.1 (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. For all Custom FirstNet Mobile Plans, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom FirstNet Mobile Plans are not available to IRUs. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to its underlying offer's corresponding Sales Information, which is incorporated herein. To the extent of any material conflict between the terms and conditions of this §9 and the applicable Sales Information, this §9 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans only will be provided if the Customer's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to the Customer. For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 9.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

Add-a-Line for use with a subsidized device	\$24.99 Monthly Service Charge
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**TABLE 9.1.2
CUSTOM FIRSTNET MOBILE PLANS-UNLIMITED**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-Only Devices
Monthly Service Charge	\$51.99 per month per device	\$41.99 per month per device	\$36.80 per month per device

**TABLE 9.1.3
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

Enhanced Push to Talk	Approved Pricing
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$18.00 Monthly Service Charge

**TABLE 9.1.4
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 Monthly Service Charge
---	----------------------------------

Section 9.1.1 Activation Credit. AT&T will provide Participant a one-time \$100 activation credit for any new CRU activation that activates Service on any 2- year CRU Service Commitment Term with a corresponding FirstNet Smartphone Plan with a monthly reoccurring charge of \$39.00 per month or greater. This offer will be available for one hundred and eighty (180) days after the effective date of this Participation Agreement. Credits will be applied within two (2) billing cycles following the issuance of the credit and the CRU must be active and on service to receive the credit.

Section 9.2 Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Participant and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participant hereby authorizes AT&T to provide such individuals with the discounts set forth in §9.2 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participant must remain eligible for the Custom FirstNet Offer described in §9 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participant, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 9.2.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$28.50	\$41.00	\$12.99	\$21.50	\$34.00

TABLE 9.2.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$41.99	\$51.99	\$36.80

10. Default and Termination of Participation Agreement.

10.1 Participating Agency Default; Termination by AT&T. Participating Agency agrees that it will be an event of default hereunder if: Participating Agency is no longer a Participating Agency under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement.

11. Liability. See Product and Service Agreement Terms.

12. Infringement. See Product and Service Agreement Terms.

13. Financial Responsibility. Participating Agency must pay for all charges incurred under the Participation Agreement, provided that IRUs and individuals receiving service under “subscriber paid” plans shall be individually responsible for all such charges incurred.

14. Invoicing Options. See the Pricing Schedule and the Product and Service Agreement Terms.

15. Termination/Cancellation Fee. See the Pricing Schedule and the Product and Service Agreement Terms.

16. Good Faith Cooperation. With respect to all marketing responsibilities set forth herein, Participating Agency and AT&T agree to cooperate in good faith to assist AT&T in achieving its Service marketing goals, including but not limited to making Participating Agency's employees aware of the available discounts offered under this Participation Agreement.

17. Resale and Other Prohibited Uses. Participating Agency is not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

18. Consent to Disclosure. Participating Agency consents to the disclosure by AT&T to PPA of information regarding Participating Agency's involvement and Services under this Participation Agreement, the amount of revenue received by AT&T as a result of Participating Agency's participation under the Agreement, and such similar information arising in connection with the Agreement.



**KEIZER CITY COUNCIL/PLANNING COMMISSION
COMMUNITY WORKSHOP MINUTES
Monday, August 27, 2018
Keizer Civic Center, Council Chambers
Keizer, Oregon**

ATTENDANCE

Meeting convened at 6:00 p.m. Attendance was noted as follows:

Councilors Present:

Cathy Clark, Mayor
Marlene Parsons
Laura Reid
Kim Freeman
Bruce Anderson
Roland Herrera

Councilors Absent:

Amy Ryan

Consultants:

Glen Bolen, OTAK
Kate Rogers, Angelo
Planning Group

Planning Commissioners Present:

Hersch Sangster, Chair
Garry Whalen, Vice Chair
Kyle Juran
Josh Eggleston
Matt Lawyer
Michael DeBlasi
Crystal Wilson

Staff Present:

Chris Eppley, City Manager
Nate Brown, Community Development
Shannon Johnson, City Attorney
Shane Witham, Senior Planner
Bill Lawyer, Public Works

INTRODUCTION

Referring to the Draft Revitalization Plan, Mr. Brown explained that it contained valuable information that needed to be thoroughly digested so that the future course of Keizer could be decided upon and implementation of the goals could be determined. He explained that tonight the focus would be on the big pictures – existing conditions and three scenarios which show options, visions and goals.

PRESENTATION

Consultants Glen Bolen and Kate Rogers then reviewed the project purpose, area, and existing land use conditions. The presentation included:

- o Market Analysis
 - Household Growth
 - Employment Profile
 - Job Outflow
 - Real Estate Market Conditions
 - Feasible Development Forms

- o Comparison of Scenarios
 - Scenario #1 – Baseline Future
 - Impediments – Market Conditions
 - Scenario #2 – Efficiency Measures
 - Apartment Buildings
 - 3-Story Mixed Use
 - Small Lot Single-Family
 - Impediments – Development Code
 - Scenario #3 – Upzoning Opportunities
 - Redevelop Manufactured Home Properties
 - Combine Smaller Properties
 - Divide Larger Areas
- o Comparison of Scenarios
- o Consistency with Goals and Objectives
- o Impediments
 - Geographic Constraints of Zoning
 - Permitted Uses
 - Development & Design Standards
- o Potential Implementation Measures
- o Next Steps

COMMUNITY CONVERSATION

Discussion followed regarding

- o Jobs and housing
- o Multi-use areas allowing people to work and live in the same location
- o Retaining affordable housing
- o Targeting opportunities for people to have a different lifestyle
- o Developing projects that would enhance the area
- o Traffic impacts
- o Changing the character of an area through zoning
- o Improvement of retail visibility by lowering speed limits
- o Alternative routes to take traffic off of River Road
- o Development of special transportation areas
- o Alternative road access to businesses such as linking rear access to properties and shared accesses
- o Overlay zones
- o Multi-level buildings with parking on one of the levels
- o 'Tuck under' parking
- o Changing Keizer vs. keeping Keizer the same
- o Changing Keizer but keeping it Keizer
- o Public spaces and parks
- o Opportunities for open spaces
- o Increasing prosperity and activity on River Road
- o The role of the City
- o The effect of growth on the single high school identity
- o The effect of high density development on parking and overflow to existing neighborhoods

- o Changing parking requirements
- o The priority of getting family wage jobs in Keizer

CONCLUSION

Mr. Brown thanked participants noting that these discussions are important to the future of Keizer. He added that the Citizens Advisory Committee would continue to meet with the consultant, review input received and move forward. Another meeting will be scheduled in the future.

Meeting concluded at 7:41p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

~ Absent ~
Councilor #5 – Amy Ryan

Councilor #3 – Marlene Parsons

Councilor #6 – Bruce Anderson

Minutes approved: _____

Written Communications/Testimony and Submitted Documents

CITY COUNCIL MEETING: September 17, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: WEST SALEM QUARRY – LITIGATION INTERVENING

The potential for needless deaths or injuries from the shooting activities at the quarry in West Salem continues, though there is no shooting currently. Tom and Sheryl Bauer brought suit against the quarry business and the landowner and have asked for a permanent injunction against discharge of firearms on such property.

The Bauers, through their attorney Mark Hoyt, have requested that the City of Keizer join the litigation as an intervenor. An intervenor is a party who joins the litigation on the side of the plaintiff or defendant whose interests are similar. In this case, the City is requested to intervene on the plaintiff's side because the City's interest is aligned with the plaintiff.

If the Council chooses to do so, the City would only intervene on the part of litigation involving the injunction against shooting. The City does not and cannot be involved in the Bauers' request for money damages.

Entering into litigation is not done lightly and without forethought. Litigation often has a life of its own once initiated, and outcomes can be unpredictable. However, in this case the risk of death or injury to our citizens is real.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager and City Attorney to take all appropriate action to intervene in the above-referenced litigation with regard to the injunction only.

Please contact me if you have any questions. Thank you.

ESJ/tmh

1 WHEREAS, such lawsuit seeks money damages and a permanent injunction
2 against any firearm discharge from the quarry property;

3 WHEREAS, the discharge of firearms from the quarry property is extremely
4 dangerous and presents an unacceptable risk of death or injury to Keizer residents and
5 others;

6 WHEREAS, the City Council wishes to join the above-referenced litigation as
7 an intervening party on the side of the Bauers with regard to the injunctive relief only;

8 NOW, THEREFORE,

9 BE IT RESOLVED by the City Council of the City of Keizer that the City
10 Attorney is authorized to file a motion to intervene in such above-referenced
11 litigation as intervenor-plaintiff;

12 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
13 this authority is to pursue injunctive and other equitable relief with regard to the
14 cessation of firearm discharge only and intervention on the portion of the case
15 involving money damages is specifically disallowed and not authorized;

16 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
17 the City Attorney with consultation of the City Manager is authorized to pursue such
18 litigation as may be appropriate;

19

20

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

3 PASSED this _____ day of _____, 2018.

4
5 SIGNED this _____ day of _____, 2018.

6
7
8 _____
9 Mayor

10
11 _____
12 City Recorder

Rhonda Rich
handout 9/17/18

Time line for Shooting at Bauer's Home

June 2nd -Bullet pierces Bauer's home

June 13th - Attorney Johnson notifies Lance Davis to take all action necessary to immediately stop the use of his property as a shooting range.

June 18th - Jerry Jackson, Polk County Code Enforcement Officer sends warning letter to Lance Davis to cease and desist the firearms range use or obtain a land use permit from Polk County.

June 18th - Testimony at Keizer City Council meeting - Carol and Rhonda

June 27th -Testimony at Marion County. BOC meeting - Carol, Rhonda, & Dan Dietz

July 1st - 2nd - Residents on Rafael, Shoreline, Rivercrest & Willamette Dr. On the Willamette River are notified by flyers of a meeting at Sunset Park on July 5th

July 5th - A gathering of approx. 50 residents. Tom Bauer & his attorney, Mark Hoyt attended.

July 10th - 30 residents of West Keizer, Attorney Johnson, Rep. Bill Post & Sen. Kim Thatcher attended the Polk County BOC meeting in Dallas

July 16th- 16 West Keizer residents gave testimony at the Keizer City Council meeting
Council passes Resolution requesting Polk County BOC to end firearm discharge and enact local legislation and take other action to prohibit the discharge of firearms at property located at or near 4000River Bend Road NW, Salem, Oregon

July 25th - Mayor Clark and Attorney Johnson present the Resolution passed by the Keizer City Council at the Polk County BOC meeting.

August 6th - Testimony at Keizer City Council meeting - Carol and Rhonda

August 8th - Testimony at Polk County BOC meeting- Carol and Rhonda

August 27th - Bauer's attorney submits a "Stipulated Order Granting Entry of a Preliminary Injunction" to Northwest Rock and Lance Davis. The order is to prohibit discharging firearms on the property and take measures to prevent trespassers from accessing the property and discharging firearms.

City of Keizer Council Meetings www.keizer.org
click. On Community, then Keizer TV.com to view meeting

Marion County Commissioners Board Meetings www.co.marion.or.us/BOC
click on Prior Board Sessions, then CCTVvideostreaming

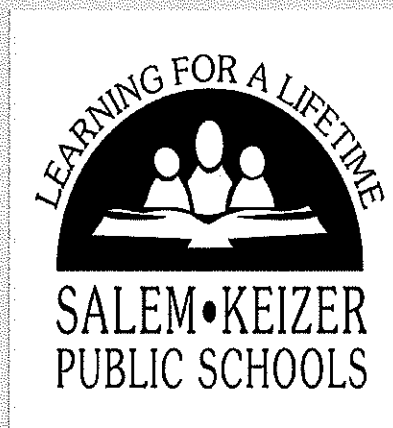
Polk County Commissioners Board Meetings Minutes. www.co.polk.or.us/boc
click on "View the Board of Commissioners Calendar"

Keizertimes Articles www.keizertimes.com
June 8th "Bullet from Polk County shooting range pierces Keizer Home"
June 22nd. "Authorities Respond to Stray Bullet? Letters"
July 20th. "Council request halt to recreational shooting"

Salem Keizer Sports Booster Club*

In Association with:

*Since 1994



Salem-Keizer Enrollment/Participation

North	1,644	621	46.2%
McKay	2,281	687.30	1%
McNary	1,912	761.39	8%
South	1,817	.840	46.2%
Sprague	1,667	703	42.2%
West	1,760	803	45.6%
	11,081	4415	39.8%

Salem Keizer Student-Athletes

Students first Athletes second!

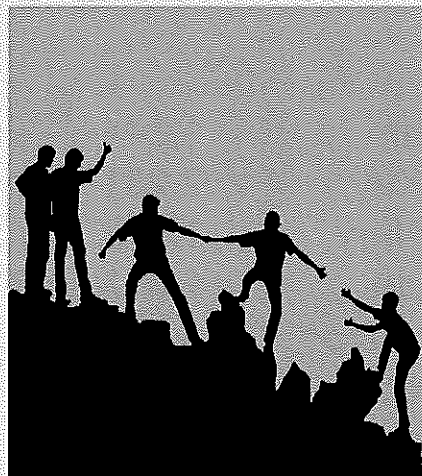
- Have lower dropout rate.
- Earn better grades.
- Have better daily attendance rates.



Salem Keizer High School Athletic Programs

Athletics are education-based:

- * Teamwork, Cooperation, & Leadership skills.
- * Model citizenship and sportsmanship.
- * Promotes work ethic and self esteem.



Fortune 500 Executives

- Newspaper / Yearbook 18%
- Scouting 35%
- Music 37%
- NHS 43%
- Student Government 54%
- Athletics 95%



Salem Keizer Athletics

- A balanced athletic program encompasses the entire community:

Parents, teachers, coaches, booster clubs, and **civic organizations** provide guidance, leadership, and encouragement.

Salem Keizer Budget for Athletics

- Cost of athletics is about 1% (.68%) of the general fund budget.
- 40-50% student athlete participation.
- Great Bang for your buck!

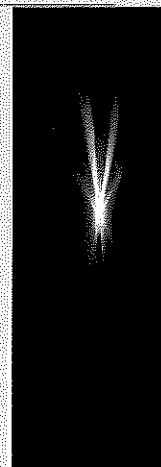
Beacons of Excellence and Leadership Through Athletics

What: The Beacons

When: October 6, 2018

Where: Salem Convention Center

Why: 1) To recognize those who have excelled and/or fostered excellence in athletics.
2) To generate funds for student-athletes pay-to-play.

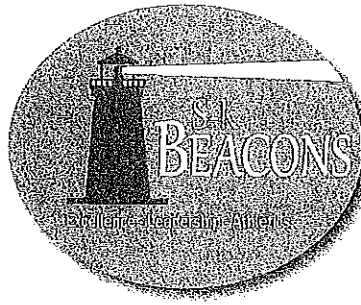


Salem-Keizer High School Sports Booster Club

Visit our website: salemkeizerbeacons.com

Questions?





Salem Keizer High School
Sports Booster Club
P.O. Box 2630
Salem OR 97308-2630

The Salem-Keizer High School Sports Booster Club (SKSBC) was established in 1994 with the sole purpose of supplementing the athletic programs in Salem-Keizer high schools.

Our mission

The Salem-Keizer High School Sports Booster Club's primary goal is to help offset participation fees required of Salem-Keizer athletes. We are dedicated to ensuring that all students have the opportunity to participate because Salem-Keizer high school athletics focuses on excellence in academics, leadership, character development, and competition as vital components in student achievement.

Athletic participation in the Salem-Keizer high schools is less than 40%. "Best Practices" indicate a rate of 50% is the benchmark. In a study of over 1200 high schools nationwide, schools that had a higher proportion of participation in athletics had less violence and crime on their campuses. (Veliz 2012). It is apparent that athletic participation in Salem-Keizer needs to increase.

- Personal growth - mentally, physically, and emotionally - has been attributed to participating in athletics. This has been documented consistently among socio-economic sub-groups. Voting, political engagement, and volunteering all increase when students participate in athletics. (Kleinmann and Marsh 2003) A 2013 study of WWII veterans showed that those who played a varsity sport in high school donated more and volunteered in charitable activities at a higher rate than those who did not participate in athletics. Being physically active later in life were also increased for those who participated in interscholastic athletics. (Duhle and Wensick 2013)

Student-athletes in Salem-Keizer schools have an average grade point average of 3.25, nearly one point higher than the average student in the general student population. While athletics alone will not guarantee success in high school, athletic participation as an adjunct to academics and the entire high school experience has proven to increase the chance of successful student-athlete outcomes.

The Beacons

Each year, the Club will honor at least 8 individuals as those who have exemplified excellence and leadership through athletics. Honorees will come from the community and each of the six Salem-Keizer public high schools. Community honorees are "Beacons" in our community that have been generous with their time and /or resources to assist our schools in immeasurable ways. Each school nominates two women and two men who have been "Beacons" of excellence and leadership through athletics at their respective schools. From that pool of twenty-four, six school honorees are chosen.

Salem Keizer High Schools will receive \$5000 each from the SKSBC to help defray student athletic fees, our primary goal is to make sure all kids have the opportunity to benefit from those activities.



Salem Keizer High School
Sports Booster Club
P.O. Box 2630
Salem OR 97308-2630

The 2018 Beacons award winners will be:

Jim Reimann	Community Leadership
Dick and Dave Withnell	Community Leadership
Dick Bellock	McKay HS
Kim Phillips	McNary HS
Jaime Ellis	Sprague HS
Marv Heater	South Salem HS
Dr. Malcolm Snider	North Salem HS
Susan and LaRon Tolley	West Salem

Please save the date and join us:

BEACON AWARDS

When: Saturday, October 6th

Where: Salem Convention Center

Social Hour 5:00 - 6:00

Dinner 6:00 - 7:00

Awards Presentation 7:00 - 8:00

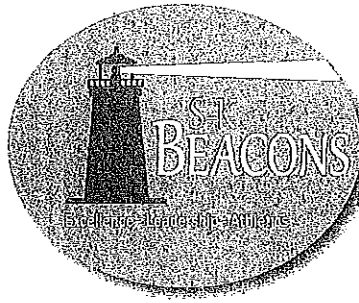
Keynote Speaker: Bruce Brown - Founder, Proactive Coaching

Master of Ceremonies: Mark Gilman

Dress: Business Casual

Visit our website for tickets, sponsorships, and more details about the Beacon event:

salemkeizerbeacons.com



Salem Keizer High School
Sports Booster Club
P.O. Box 2630
Salem OR 97308-2630

Our mission

The Salem-Keizer Athletics Booster Club's (SKABC) primary goal is to help offset participation fees required of Salem-Keizer athletes. We are dedicated to ensuring that all students have the opportunity to participate because Salem-Keizer high school athletics focuses on excellence in academics, leadership, character development, and competition as vital components in student achievement.

The Beacons

Each year, the SKABC will honor at least 8 individuals as those who have exemplified excellence and leadership through athletics. Honorees will come from the community and each of the six Salem-Keizer public high schools. Community honorees are "Beacons" in our community that have been generous with their time and /or resources to assist our schools in immeasurable ways. Each school nominates two women and two men who have been "Beacons" of excellence and leadership through athletics at their respective schools. From that pool of twenty-four, six school honorees are chosen.

How you can participate

Partner with us financially, and as we recognize our honorees, by attending our annual Beacon Awards night at the Salem Convention Center. Below are partnership options:

<i>Beacon</i>	\$5,000	<i>Up to 8 event tickets, 25 participation scholarships</i>
<i>Gold</i>	\$2,500	<i>Up to 8 event tickets, 12 participation scholarships</i>
<i>Silver</i>	\$1,500	<i>Up to 8 event tickets, 6 participation scholarships</i>
<i>Bronze</i>	\$1,000	<i>Up to 8 event tickets, 4 participation scholarships</i>
<i>Team</i>	\$550	<i>Up to 4 event tickets, 2 participation scholarships</i>
<i>Athlete</i>	\$275	<i>Up to 2 event tickets, 1 participation scholarship</i>

** 8 people per table*

*Note: Contributions can be made year-round by visiting our website at
www.salemkeizerbeacons.com*