

AGENDA

KEIZER CITY COUNCIL **REGULAR SESSION**

Monday, September 16, 2013

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **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.

5. **PUBLIC HEARINGS**

6. **ADMINISTRATIVE ACTION**

a. **ORDINANCE** – Adopting Procedures for Reviewing Alleged Interference with Administration as Set forth in City Charter Section 21(f)

7. **CONSENT CALENDAR**

a. **RESOLUTION** – Authorizing the City Manager to Enter Into An Agreement with Leathers and Associates for Construction of a Community Build Play Structure at Keizer Rapids Park

b. Approval of August 19, 2013 Regular Session Minutes

c. Approval of September 3, 2013 Regular Session Minutes

8. **COMMITTEE REPORTS**

- a. **PROCLAMATION** – Recognizing Planning Commissioner Michael DeBlasi and Parks Board Member Tanya Hamilton

9. **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.

- a. New Business or Old Business Issues

10. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications.

11. **AGENDA INPUT**

October 7, 2013

7:00 p.m. – City Council Meeting

October 14, 2013

5:45 p.m. – City Council Work Session

- OMEGA Dashboard Overview (Keizer Police Department)

October 21, 2013

7:00 p.m. – City Council Meeting

12. **ADJOURNMENT**

Upon request, auxiliary aids and/or special services will be provided. To request services, please contact us at (503)390-3700 or through Oregon Relay at 1-800-735-2900 at least two working days (48 hours) in advance.

CITY COUNCIL MEETING: September 16, 2013

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: ORDINANCE ADOPTING PROCEDURES FOR REVIEWING
ALLEGED INTERFERENCE WITH ADMINISTRATION AS
SET FORTH IN CITY CHARTER SECTION 21(F)**

This matter was before the Council at the last meeting. I have revised the draft Ordinance and attached a red-lined version for your consideration. The following are some of the changes that I have made:

1. Though it may be awkward, I am suggesting that the Council Member in question be allowed to vote and discuss the matter, if they wish. Though this is a somewhat obvious conflict of interest, it is not a pecuniary conflict under state law and one must remember that the Council Member in question is still a duly-elected, sitting Councilor entitled to participate. I am concerned that if the Ordinance prohibited the Council Member in question from discussing or voting, there could be a legitimate challenge to the process. The allowance of the Councilor in question to vote is not likely to affect the outcome in most instances because, as drafted, most votes require a supermajority.
2. Under Section 3(d), I have changed the emphasis to voting on whether there has been a violation, rather than voting on the Special Master's report directly. The question is whether there was a violation of Charter Section 21(f), not on whether the Council agrees with the Special Master's report. It is possible that the Council would agree generally with the Special Master's report, but following the hearing agrees that it has not been shown that a violation has occurred.
3. In the same section, I have indicated that the Council needs to determine by a preponderance of the evidence whether there has been a violation.
4. After reviewing definitions of reprimand and censure, it appears that these two sanctions are nearly identical. Consequently, I am suggesting changing the reprimand

section to memorandum of concern which matches up with the previous Council Procedures amendment.

At the last meeting, Jerry McGee had some concerns that he presented to Council under Public Testimony. In essence, Dr. McGee was concerned that the vote following the hearing should be by simple majority and not five (5) affirmative votes; that the Special Master's report indirectly recommends a sanction; and that the only sanction should be removal; i.e., if the Council determines a violation occurred, they would be required to remove the Council Member in question.

For the most part, these issues are policy questions for Council. With regard to the final point by Dr. McGee, I would respectfully disagree if the issue is whether the Charter prohibits any other sanction other than removal. The language in the Charter section indicates that if there is a violation, the violator "may be removed from office by the Council." This clearly implies that other sanctions could be imposed. It is up to the Council to determine whether you want to leave the option for such other sanctions.

At the last meeting, some Councilors expressed concern about the Council removing one of its own members. There was a suggestion that perhaps directly or indirectly the issue could be put to the voters. However, I have reviewed the recall statutes and state law clearly requires a petition process and this is not something that the Council can initiate. Obviously, if a Council in the future believes there could be a problem but feels that it is better to allow a recall petition process to unfold, the Council can simply vote not to initiate the investigation.

RECOMMENDATION:

Review the attached draft Ordinance and determine whether there are any questions or concerns. If not, adopt the attached Ordinance.

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

ESJ/tmh

1 BILL NO. ____

A BILL

ORDINANCE NO.

2013-_____

3 FOR

4
5 AN ORDINANCE

6
7
8 ADOPTING PROCEDURES FOR REVIEWING ALLEGED
9 INTERFERENCE WITH ADMINISTRATION AS SET FORTH
10 IN CITY CHARTER SECTION 21(f)
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12

13 WHEREAS, City of Keizer Charter Section 21(f) indicates that no Council

14 Member shall attempt to influence the City Manager in making any appointment/removal
15 of any officer or employee or in the purchase of supplies;

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

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

21 The City of Keizer ordains as follows:

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

25 Section 2. SCOPE. The procedure in this Ordinance applies only to the
26 process for possible removal ~~censure, or reprimand~~ or other sanction of a Council

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

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

13 a) Allegations. The process is initiated by a written statement signed by
14 three council members explaining the alleged misconduct of a Council
15 Member and how such alleged misconduct is a violation as set forth
16 herein. Such written statement shall be submitted to the City Manager.
17 The City Manager shall then place the matter before the Council at the
18 next regular Council meeting if the written statement is submitted to the
19 City Manager not later than ~~five (5)~~ seven (7) calendar days prior to

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

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

15 If the Council votes to initiate an investigation as set forth
16 above, the Council shall appoint a Special Master to investigate the
17 ~~allegations~~ matter. The Special Master may be an attorney, retired
18 judge, arbitrator, or other party having experience with investigating
19 and making determinations and findings of fact. The Special Master
20 shall be free to investigate and interview any parties. No less than

thirty (30) days after appointment, the Special Master shall deliver a written report to the Council and City Manager containing the following:

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

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

~~(3) The Special Master's findings of fact. as to each allegation.~~

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

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

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

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

c) Hearing. Not more than seven (7) calendar days after delivery of the Special Master's report, the Council Member in question may request a hearing before the City Council by delivering a written notice to the City Recorder and City Manager. ~~The hearing shall be held at a Special Council meeting no later than twenty-one (21) days after requested by the~~

1 Council Member in question unless good cause for postponement is
2 shown. Such hearing shall be informal, but the Special Master and
3 Council Member in question may call witnesses and such witnesses may
4 be cross-examined. The Council Member in question is entitled to be
5 represented by an attorney at his/her own expense. At the conclusion of
6 the hearing, the Special Master and Council Member in question (or
7 attorney) shall be allowed to make oral or written statements. The hearing
8 shall be held no later than twenty-one (21) days after requested by the
9 Council Member in question unless good cause is shown.

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

- 15 d. Vote on Alleged Violation Special Master's Report. Following review by
16 the remaining Council Members of the Special Master's report and (if
17 applicable), the hearing and/or statement by the Council Member in
18 question, the City Council shall meet to consider the matter. Such
19 consideration shall occur no later than thirty (30) days after submittal of
20 the Special Master's Report, or seven (7) days after the hearing/statement,

1 whichever is later. ~~Consideration and discussion by the remaining Council~~
2 ~~Members shall be held in an open meeting pursuant to Oregon Public~~
3 ~~Meetings Law.~~

4 ~~A minimum of five (5) votes shall be required to accept and~~
5 ~~approve the Special Master's Report.~~ The Council shall determine by the
6 preponderance of the evidence, whether the Council Member in question
7 violated Charter Section 21(f). To find a violation occurred, there must be
8 five (5) affirmative votes.

9 e. Vote on Sanction. Should the remaining Council Members find a
10 ~~violation occurred accept and approve the Special Master's Report,~~ they
11 may take the following action by motion:

12 1. ~~Impose the sanction of Issue a memorandum of concern reprimand.~~

13 Such motion shall require four affirmative votes to pass.

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

16 3. Impose the sanction of removal from office. Such motion shall
17 require six affirmative votes to pass.

18 4. By motion, lack of motion, or consensus, impose no sanction.

19 f. Timelines May be Extended. All timelines set forth within this Ordinance
20 may be extended for good cause by Council should there be absences or

1 vacancies on the Council at any required meeting. However, in no event
2 shall the final vote set forth in subsection (3) above occur more than ninety
3 (90) days from the date the written statement described in Section 3(a) is
4 delivered to the City Manager.

5

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

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

10 PASSED this _____ day of _____, 2013.

11

12 SIGNED this _____ day of _____, 2013.

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19

Mayor

City Recorder

1 BILL NO. ____

A BILL

ORDINANCE NO.

2013-_____

3 FOR

4
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8 ADOPTING PROCEDURES FOR REVIEWING ALLEGED
9 INTERFERENCE WITH ADMINISTRATION AS SET FORTH
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17 days after appointment, the Special Master shall deliver a written report
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9 Members of the Special Master's report and (if applicable), the hearing
10 and/or statement by the Council Member in question, the City Council
11 shall meet to consider the matter. Such consideration shall occur no later
12 than thirty (30) days after submittal of the Special Master's Report, or
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18
19 SIGNED this _____ day of _____, 2013.

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21
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23
24

Mayor

1
2

City Recorder

CITY COUNCIL MEETING:_____

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: COMMUNITY BUILD PROJECT CONSULTANT

DATE: September 10, 2013

BACKGROUND:

At the March 12, 2013, Keizer City Council meeting the City Council approved a request from the Parks and Recreation Advisory board to allocate up to \$100,000 in Parks Improvement funds for the construction of a community build play structure to be placed in Keizer Rapids Park. The City Council also directed staff to prepare Request for Proposals for a consultant to coordinate and assist with this project.

Staff prepared the Request for Proposals and sent them to four companies that provide these services. Two proposals were received by the August 6th, 2013 deadline. The Keizer Rapids Park Community Build Project Task Force met on August 8th, 2013 to review and score the two proposals. The results of the scoring showed Leathers and Associates as the preferred consultant. The other proposal was received from Play by Design.

FISCAL IMPACT:

Funds for these consulting services are available in the Fiscal Year 13-14 Parks Improvement Fund budget line 17.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with Leathers and Associates for Community Build Services at Keizer Rapids Park.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2013-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH LEATHERS AND ASSOCIATES FOR
CONSTRUCTION OF A COMMUNITY BUILD PLAY STRUCTURE
AT KEIZER RAPIDS PARK

WHEREAS, the City Council authorized the allocation up to \$100,000 in Parks

Improvement Funds for the construction of a community build play structure at Keizer
Rapids Park;

WHEREAS, the City Council directed the preparation of a Request for Proposals
for a consultant to coordinate and assist with the project;

WHEREAS, on August 6, 2013, two proposals for this project were received and
opened. The Keizer Rapids Park Community Build Project Task Force evaluated the
proposals and determined that Leathers and Associates submitted the best proposal;

WHEREAS, the City and Leathers and Associates has negotiated the terms for
providing the community build play structure project at Keizer Rapids Park;

NOW, THEREFORE,

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1 BE IT RESOLVED by the City Council of the City of Keizer that the City
2 Manager is hereby authorized to enter into the attached agreement with Leathers and
3 Associates. Funding for this project is from the Parks Improvement Fund.

4 PASSED this _____ day of _____, 2013.

5
6 SIGNED this _____ day of _____, 2013.

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Mayor

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11

12

City Recorder

CONTRACT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2013 by and between the CITY OF KEIZER, an Oregon municipal corporation, herein referred to as "CITY," and LEATHERS AND ASSOCIATES, herein referred to as "CONSULTANT."

In consideration of the mutual promises set forth herein, CITY and CONSULTANT agree as follows:

1) Term of Agreement. This Contract shall cover services rendered from September 4, 2013 through October 16, 2014.

2) Description of Work: CONSULTANT agrees to perform the services set forth in the attached Request for Proposals for Community Build Services at Keizer Rapids Park and as further outlined in the attached Project Understanding and Approach within the timeline set forth in the attached Proposed Project Schedule and in compliance with the attached Fee Schedule, all set forth in Exhibit "A" and incorporated herein by this reference. Time is of the essence in completing this Contract and CONSULTANT agrees to complete the services set forth herein within the time frame provided in the Proposed Project Schedule.

3) Changes. CONSULTANT and/or CITY may request changes in the services to be performed. If agreed to, such changes must be formalized in writing and signed by both parties to be effective.

4) Payment: CITY agrees to pay CONSULTANT a sum not to exceed \$32,350.00 Dollars plus travel expenses which may include airfare, travel time, car rental, and lodging. Payment to be made in periodic payments as outlined in the attached Fee Schedule and within thirty (30) days of receipt of CONSULTANT's billings.

5) Relationship of the Parties: The parties intend that an independent contractor relationship will be created by this Contract. CITY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with CONSULTANT. CONSULTANT is not to be considered an agent or employee of CITY for any purpose, and the employees of CONSULTANT are not entitled to any of the benefits that CITY provides for CITY's employees. It is understood that CITY does not agree to use CONSULTANT exclusively. It is further understood that CONSULTANT is free to contract for similar services to be performed for other persons while he is under contract with CITY.

CITY shall assist CONSULTANT by providing any available information pertinent to the location and/or project to CONSULTANT in a timely manner, by granting access to

Keizer Rapids Parks as required by CONSULTANT, to examine all materials presented by CONSULTANT within a reasonable time so as to not to delay the work of CONSULTANT, to render written decisions pertaining to the materials presented by CONSULTANT within a reasonable time so as to not to delay the work of CONSULTANT, and to assist as necessary in obtaining approvals of all governmental authorities having jurisdiction over the project and any approvals and consents from any individuals as may be necessary.

6) Liability: The work to be performed under this Contract will be performed entirely at CONSULTANT's risk. CONSULTANT shall acquire and maintain, for the duration of this Contract, at a minimum, the following insurance:

- a) General Liability. CONSULTANT shall maintain commercial general liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 annual aggregate, which protects it from claims for personal injury, bodily injury and property damage.
- b) Automobile Liability. CONSULTANT shall maintain automobile liability coverage for non-owned and hired autos, in the amount of \$1,000,000 per occurrence which protects Consultant from claims for bodily injury and property damage.
- c) Certificates of Insurance. Prior to commencing services, and on an annual basis thereafter, CONSULTANT shall, if requested, provide CITY with certificates of insurance attesting to existence of the insurance coverage required by this Agreement. Certificates shall be endorsed to name the City of Keizer, its officers, agents, contractors, and employees as additional insured. Such certificates shall provide that no coverage shall be cancelled without 30 days written notice to CITY except 10 days notice for non-payment of premium. In the event CONSULTANT does not obtain or maintain the coverage required by this Agreement, CITY may, at its option, terminate this Agreement.

7) Compliance with Rules and Regulations: CONSULTANT shall comply with all rules and regulations as contained in all applicable Federal, State and local laws, rules and regulations and shall require any and all subcontractors to comply with all applicable provisions of the same and of this Contract.

- a) CONSULTANT shall make payment promptly, as due, to all persons supplying to CONSULTANT labor or material for the performance of the work to be performed under this Contract. CONSULTANT shall not permit any lien or claim to be filed or prosecuted against

the City on account of any labor or material furnished. [ORS 279B.220(1)&(3)]

- b) CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT, or any subcontractor, incurred in the performance of this Contract. [ORS 279B.220(2)]
- c) CONSULTANT shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279B.220(4)]
- d) CONSULTANT shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI) are incorporated by reference herein. CONSULTANT shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. [ORS 279C.800 through 279C.870]
- e) CONSULTANT shall comply with the overtime and maximum hours of labor provisions of ORS 279B.020 and 279B.235.
- f) CONSULTANT, and all other employers working under this Contract, will comply with the workers' compensation provisions of ORS 656.017 (unless CONSULTANT or other employers are exempt under ORS 656.126.) [ORS 279B.230(2)]
- g) If the CONSULTANT fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONSULTANT or a subcontractor by any person, or the assignee of the person in connection with this Contract as the claim becomes due, CITY may, at its option, pay such claim and charge the amount of payment against funds due or to become due CONSULTANT by reason of this Contract. [ORS 279C.515(1)]
- h) CONSULTANT shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of CONSULTANT, of all sums that the CONSULTANT agrees to pay for the services and all moneys and sums that the CONSULTANT collected or deducted from the wages of the CONSULTANT'S

employees under any law, contract or agreement for the purpose of providing or paying for the services. [ORS 279B.230(1)]

8) Responsibility of CONSULTANT: CONSULTANT shall provide the services set forth herein in an efficient, expeditious, and professional manner in accordance with all applicable laws governing such work, and shall work closely with and be guided by CITY. CONSULTANT shall be responsible for the professional quality, technical adequacy and accuracy, and timely completion of services performed by CONSULTANT as set forth in Exhibit "A". It is the intent of CITY that said services be completed to achieve the best possible results in accordance with generally accepted professional standards applicable to the types of services and work provided hereunder at the most economical cost. CONSULTANT shall be and remain liable, in accordance with applicable law, for all damage to and costs incurred by the CITY to the extent caused by, arising from or connected with the CONSULTANT's negligent errors, omissions or performance of any of the services furnished under this Agreement.

9) Subcontracts. The CONSULTANT shall have full responsibility under these conditions, general provisions, plans and specifications for any subcontracts which he may let. Work not performed by CONSULTANT with its own forces shall be performed by subcontractors. CONSULTANT agrees to bind each subcontractor (and require every subcontractor to so bind its subcontractors) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's portions of the work.

10) Ownership of Work Product. Upon payment of all fees and expenses, all instruments of professional services prepared by CONSULTANT on this project, including but not limited to, drawings and specifications are the property of the CITY.

11) Equal Employment Opportunity/Affirmative Action/Minority Business Enterprises:

- a) Throughout the term of this Contract, CONSULTANT shall fully comply with the equal employment opportunity requirements of federal, state and local law and shall maintain a policy that all employment decisions, practices and procedures are based on merit and ability without discrimination on the basis of an individual's race, color, religion, age, sex, national origin, or physical or mental disability. CONSULTANT's policy shall apply to all employment actions including advertising, recruiting, hiring, promotion, transfer, disciplinary action, lay-off and termination.
- b) CONSULTANT shall carry out its equal employment opportunity policy by making a determined and good-faith effort at affirmative action to employ, and advance in employment, women, minorities, the physically and mentally disabled and other disadvantaged groups.

- c) CONSULTANT shall make a determined and good faith effort to utilize minority and female business enterprises in its contracted expenditures, including without limitation contracts for the acquisition of goods, services, materials, supplies and equipment used in the performance of this Contract.
- d) CONSULTANT may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055. By executing this Contract, CONSULTANT certifies that CONSULTANT has not discriminated and will not discriminate, in violation of this subsection, against any minority, women or emerging small business enterprise in obtaining any required subcontract. If the CONSULTANT violates this certification, the CITY may regard the violation as a breach of contract that permits: (a) termination of the contract; or (b) the CITY to exercise any remedies for breach of contract that are reserved or allowed in this Contract. [ORS 279A.110]

12) Indemnification: CONSULTANT shall indemnify, hold harmless and defend CITY, its officers and employees, against all liability or loss, and against all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature based upon, caused by or arising out of the negligent acts, errors or omissions of CONSULTANT, or violation of any statute, ordinance or regulation. CONSULTANT shall also indemnify CITY against all liability and loss in connection with, and shall assume full responsibility for, payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to CONSULTANT's employees, including any subcontractors, engaged in performance of the contract.

13) Assignment: The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this agreement. Neither party shall assign, sublet or transfer any interest in this agreement without written authorization of the other.

14) Notices: All written notices given to the CITY by CONSULTANT shall be addressed to and filed with the City Manager, City of Keizer, PO Box 21000, Keizer, Oregon 97307. All written notices from the CITY to CONSULTANT shall be addressed to Marc Leathers, Leathers & Associates, 225 South Fulton St., Ithaca, NY 14850 unless notice of change of address is received by the CITY.

15) Termination. Either City or Consultant may terminate this Agreement upon seven days' written notice. If this Agreement is terminated, City agrees to pay

Consultant for all services rendered and reimbursable expenses incurred up to the date of termination. Upon not less than seven days' written notice, Consultant may suspend the performance of its services if City fails to pay Consultant in full for services rendered or expense incurred. Consultant shall have no liability because of such suspension of services or termination due to City's non-payment.

16) Legal Actions:

- a) This agreement shall be enforceable in Marion County, Oregon, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein.
- b) If suit or action is taken to enforce any of the provisions of this agreement, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney fees therein, including any appeal thereof, in addition to all other sums provided by law.

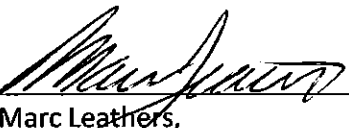
IN WITNESS WHEREOF, the parties have executed this agreement.

CITY OF KEIZER

By: _____
Christopher C. Eppley,
City Manager

Dated: _____

LEATHERS AND ASSOCIATES

By: 
Marc Leathers,
President

Dated: 9/4/13

Request for Proposals for Community Build Services at Keizer Rapids Park

Overview

The City of Keizer is requesting proposals from qualified firms to provide Community Build Services related to the design, and construction of a play structure at Keizer Rapids Park. The successful bidder will work with a nine member Task Force to assist in selecting the location, theme of the structure, design of the structure, fund raising, community involvement, construction, and volunteer coordination. Assistance in preparing a grant application to be submitted to Oregon Parks & Recreation Division (OPRD) may also be required.

As a result of this RFP, the City will select a qualified firm with whom the City will enter into a contract for performance of the work as outlined herein.

About the City of Keizer

Keizer was established in 1982 and currently has a population of 36,715. The City is bordered on the western edge by the Willamette River, southern edge by the city of Salem, eastern edge by Interstate 5, and the northern edge by rural portions of Marion County. Keizer is approximately 35 miles south of Portland.

The City of Keizer operates under a Council-Manager form of government. The City Council consists of a Mayor and six Councilors. The Mayor's term runs two years and the Councilors serve four-year staggered terms. The City Manager is the administrative head of city government and is appointed by the City Council.

Keizer Rapids Park is a 120 acre regional park and currently has an off leash dog park, outdoor amphitheater, a trail system of both hard and soft surfaces, a disc golf course, and new boating facility developed within its boundaries.

Successful Proposer will need to complete two phases of work:

Phase I work will include, but not be limited to:

- Assist Task Force with design, location, and budget consideration for community build project.
- Provide recommendations for Task Force meeting schedule and frequency.
- Provide community open house consideration to announce and review design considerations.
- Address alternative materials and costs for reduced vandalism consideration.
- Address alternative design considerations to minimize enclosed areas to reduce undesirable activities.
- Address alternative design considerations and costs for low maintenance materials.
- Address expansion possibilities within space consideration.

- Address accessibility throughout the structure.
- Develop and provide design and plans for community build project.
- Develop and provide complete material list for construction.
- Identify sole-source vendors for any products.
- Provide material list at a minimum of eight (8) weeks lead time to construction.
- Develop and provide complete list of tools and equipment needed for construction:
 - Provide tool and equipment list at a minimum of 8 weeks lead time to construction.
 - City of Keizer to solicit in accordance with Oregon Administrative Rules and City purchasing requirements.
- Assist with identifying core positions needed for community build construction:
 - Construction captains, volunteers, catering, tools, equipment, etc.
 - City to conduct background checks of individuals filling core positions.
- Provide plans and submit for City review and approval. Any associated fees will be covered by City.
 - Draft plans
 - Final plans

Phase II work will include, but not be limited to:

- Assist Task Force with community build:
 - Provide staff to layout site and lead construction activities.
 - Task Force will work on arrangements for donated hotel / housing, meals, and vehicle use during community build. Proposal should address this consideration with regard to reduction in consultant costs.
 - Provide as-built plans to City after construction is completed.
 - Include like-kind and quality full replacement price for City records/insurance purposes.

Desired schedule for completion of this work is:

- August 6, 2013: Proposals received.
- August 8, 2013: Task Force review of proposals and selection of firm.
- September 3, 2013: City Council award contract.
- March 2014: Open house and final design for City approval.
- April 2014: OPRD Grant application due.
- July/September 2014: Community construction activities.

City liaison for this project is Bill Lawyer, 503-856-3555, lawyer@keizer.org. He is the Project Coordinator for the City and a member of the Task Force. He can answer questions about the project and process currently in place.

Instructions to Proposers

One original and nine (9) copies of the signed proposal must be received at the Keizer City Hall no later than 2:00 pm on Tuesday, August 6th 2013. Submissions received after that date and time will not be accepted or considered. Faxes or Electronic submittals will not be accepted. Proposals shall be addressed as follows:

Mail to:

**Proposal for Community Build Services at Keizer Rapids Park
City of Keizer
Attn: Bill Lawyer, Public Works Director
P.O. Box 21000
Keizer OR 97307-1000**

Hand Deliver to:

**Proposal for Community Build Services at Keizer Rapids Park
City of Keizer
Attn: Bill Lawyer, Public Works Director
930 Chemawa Road NE
Keizer OR 97303**

The City of Keizer shall not be responsible for any costs incurred by proposer in preparing, submitting or presenting its response to this RFP.

Proposal Contents

Responses to this Request for Proposals must be complete, timely, and submitted in conformance with the RFP specifications. The Proposal shall be prepared and presented using the following outline:

- Letter of Transmittal
- Project Understanding and Approach
- Experience and References
- Proposed Project Schedule
- Project Team Resumes
- Proposed Fee Schedule (include in a separate envelope)

Proposals should include, at a minimum, the following information:

1) Transmittal letter:

- Company name and brief description of technical expertise and professional experience relevant to this project.
- Address and phone number of the office from which the project will be managed.
- Name of Project Administrator/Manager.

2) Understanding and Approach:

- Provide a brief description of your firm's understanding of the effort needed to perform the requirements of the scope of work and why your firm should be selected.
- Include a discussion of the methodology you would employ to complete the work in a timely manner.
- If appropriate, include suggested revisions for the scope of work, associated impacts to the project, and the rationale for your suggestions.

3) Experience and References:

- Include a brief description of past relevant work experience along with relevant reference contacts.
- Provide the name and professional credentials of each individual who will be involved in the project. Describe their specific assignments.
- Provide a description of how the project will be managed.
- Provide descriptions of at least three (3) similar projects conducted by the project personnel within the last five (5) years and related references. Include name of contacts and their respective phone numbers.

4) Project Schedule:

- Provide a schedule for completion of the proposed project.
- Format the schedule based on each proposed phase of the project.

5) Resumes:

- Provide resumes for each project member.

6) Fee Schedule:

- Provide an estimated budget, including projected number of hours by project personnel and associated hourly rates, for completing each phase of the project.
- Provide the fee schedule in a separate envelope, clearly labeled Proposed Fee Schedule.

Investigations

The City reserves the right to conduct appropriate investigations into the background, previous experience and training, financial affairs and related matters of any contractor or individual under consideration for a contract resulting in successfully completing the RFP process. Said investigations may include, but are not limited to, credit reports, submission of audited financial statements, and communication with clients, as appropriate, relating to the ability of your firm to successfully perform the duties and responsibilities of the services outlined herein.

Proposal Selection Criteria

The City reserves the right to cancel the procurement or, to accept or reject any or all submissions in the best interest of the City in accordance with ORS 279B.100. City of Keizer may select a Proposer to complete this work based on the Proposals and any other criteria deemed necessary by the City. Phone interviews may be requested after receipt of the Proposals in order to make the final selection. The City reserves sole discretion to select more than one Proposer for an interview. Upon completion of the evaluations of submitted RFP's or interviews of potential proposers, the City reserves the right to select the best firm in its sole discretion to perform the services outlined herein.

A selection committee consisting of the Keizer Rapids Park Community Build Project Task Force will evaluate Request for Proposal submissions.

The Task Force will evaluate and weigh the proposals based on the following criteria:

- 20%: Technical Competence of the Proposer and their experience related to the complexity of this project.
- 20%: Project Team experience and capabilities related to this project.
- 30%: Project Understanding and Approach. Evaluation will include the Proposer's understanding of the project goals and objectives. The Proposer shall provide a brief description of the project, its related issues, and convey how the Proposer expects to perform the work.

Evaluation will also include the Proposer's technical and management approach to each phase of the project. This will include evaluation of the Proposer's project management, design delivery, and construction management approaches.

- 10%: Schedule. Evaluation will include the Proposer's capacity to perform the work, including any specialized services, within the time limitation consideration presented in the RFP and the Proposer's planned and current workload. The Proposer shall demonstrate an understanding of the project and project constraints through presentation of their proposed project schedule.
- 10%: Fee. Evaluation will include the proposed total fee compared to the proposed level of effort and scope of proposed services. Other proposed cost savings considerations will also be evaluated.
- 10%: References. Required references will be evaluated.

References shall include the name of project or facility, name of the contact, contact phone number, contact fax number, and contact e-mail address (if available).

SECTION B: PROJECT UNDERSTANDING AND APPROACH

We understand that the City of Keizer is searching for a design firm to assist its community in creating a custom playground for Keizer Rapids Park. The existing site is a 120 acre regional park with a variety of amenities already in place. Two separate age appropriate play areas will be included in the proposed design. One area for tots (ages 2-5) and another area for older children (ages 5-12).

L&A will work with the City of Keizer's Task Force to assist in identifying the location, theme of the structure, design of the structure, fund raising, community involvement, construction, and volunteer coordination. Your project managers can also assist in providing information for the Oregon Parks & Recreation Division's grant opportunities.

L&A understands that the project will consist of two phases. Phase one will include, but not be limited to: assisting the Task Force with the design, location, and budget consideration for community build project; provide recommendations for the Task Force for meeting schedule and frequency; provide community open house consideration to announce and review design considerations; address alternative materials and costs for reduced vandalism; address alternative design considerations to minimize enclosed areas to reduce undesirable activities; address alternative design considerations and costs for low maintenance materials; address expansion possibilities within the space considerations; address accessibility throughout; develop and provide design and plans for community build project; develop and provide complete materials list for construction; identify sole-source vendors for products; provide materials list at a minimum of eight weeks prior to construction; develop and provide a complete tools and equipment list minimally 8 weeks prior to construction; assist with identifying core positions needed for community build construction (steering committee); provide plans to City for review and approval.

L&A understands that phase two of the project will include but not be limited to: assist task force with community build; provide staff to confirm stake-out and lead construction activities; Task Force will work on arrangements for donated hotel, meals and vehicle usage during the community build; L&A to provide as-built plans to the City following the completion of construction; L&A to include like-kind and quality full replacement price for City records and insurance purposes.

It is understood that the City plans to award the contract to the successful bidder on September 3, 2013. Open house and final design will be available for City approval in time for its March meeting. L&A will provide information to the Task Force to assist in writing an OPRD grant which is due April 2014. Community build construction activities will take place and be completed by the end of September 2014. A complete timeline and task list will be provided to the Task Force via our online teamwork site upon selection.

We believe that our design team brings unsurpassed abilities, service, experience and knowledge to the table. L&A continues to be innovative and provide high quality playgrounds to communities all over the world. Our track record proves that our playgrounds are safe and well constructed. Our designs are inspired by natural and historic features, local traditions and architecture – and, of course, the dreams and ideas of your kids! If you are looking for a one-of-a-kind play space, look no further. Together, we can make it happen. We love what we do, and it shows!

LEATHERS & ASSOCIATES

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www.leathersassociates.com

Our approach for your project is to utilize the community build model which is outlined below.

Phase I: Design Phase

L&A provides your committee with a series of written guides with instructions on how to organize your project. We offer an online Teamwork project management system along with an electronic excel based fundraising planning tool. One or two General Coordinators oversee several committees that are then set up to make this project a success: Children's, Fundraising, Public Relations, Volunteers, Food, Childcare, and Tools and Materials. All committee members are volunteers. A community organizer from our staff will work closely with your committee prior to Design Day to gather information and assist in organizing the design day. It is our goal to have this special day be as successful and well attended as possible. Together, we will assure that we make the most of this event.

We encourage our clients to gather as much input from the children and community as possible. The information gathered can be very useful in determining the community's wants and needs for the playground. We encourage you to have children create drawings of their dream playground. Our designer will draw inspiration from those drawings and the artwork can be displayed at the community celebration.

There are several options available for the design process. The most utilized option is hosting a design day event. A designer from our staff would travel to your community to engage in community input sessions and meet with the children to collect their feedback. The evening prior to Design Day, our designer meets with the steering committee. This provides an opportunity to gather additional input prior to Design Day. Our designer will review your project timeline and be sure that each committee understands their roles and responsibilities. Short term goals will be established and shared.

The highlight of the Design Phase is Design Day, a 12- to 14-hour day of meetings with children, parents, committee members, and other interested community members. The designer will first visit your site to ensure that the natural environment is incorporated into the design. The project will be designed to blend with the natural environment and local architecture.

L&A will interview groups of children in the morning, listen to their ideas, and incorporate them into a customized design that is based on the ideas gathered. Our designer will also take into consideration the information that has been gathered from the committee in preparation for our visit. The design will include individualized one-of-a-kind components generated from input from children and adults. We can provide integrated fine-motor skill play as well as gross-motor skill play and imaginative play. L&A does have experience incorporating educational play components into their designs. If the City chooses to do so, we'll be happy to provide educational play options for consideration. The age-appropriate play spaces will be designed for ages 2 to 5 and 5 to 12. Special consideration will be given to accessibility needs and the ADA guidelines. Shoulder-to-shoulder play opportunities will be provided for children of all abilities.

To optimize the amount of local history and architecture that is incorporated into the project, we will begin collecting information on your community's history and culture prior to Design Day. It may be desirable to involve local artists and historians in your Design Day.

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Our designer will spend the entire afternoon drawing and have a working schematic design ready for presentation. This event typically culminates with an evening celebration/presentation, where the designer will unveil the preliminary schematic drawing. The designer will also make a presentation outlining the process from Design Day until construction, which includes a PowerPoint presentation and a question-and-answer period. This evening meeting/celebration serves as a pep rally to energize the community and gather support for the project. Your goal will be to get as many community members as possible to attend the celebration and our goal will be to get them pumped up and excited about your project! Organizing children's activities for the event will not only provide a family fun atmosphere but will also increase your community turn-out and participation.

Within a week or two after the Design Day, we will send schematic plans; a Potential Donated Materials List (including quantities and potential sources) that will be needed; and an updated electronic fundraising planning tool which includes a price list identifying key items in the project and rough price estimates. This price list is for fundraising purposes, rather than an estimate of project costs.

Phase II: Organization Phase

Marc Leathers and Kyle Cundy will be your project managers and serve as your primary contact until construction. These individuals will be part of your team – working hand-in-hand with the committee each step of the way. Following Design Day your project manager will have a clear understanding of the size and scope of your project. Volunteer recruitment goals will be created and shared. Progress will be closely monitored and guidance will be provided on a regular basis. It is imperative that this planning and organizing goes as smoothly as possible. It is our desire that the committee has fun during the process. Once the committee reviews the schematic design, we will collect design feedback and move into the development phase. A final design and materials list will be prepared and approved, and an Organization Day will be scheduled approximately 8-10 weeks before construction. An office representative will spend a day in your community in a series of meetings, including a site review, a design review, and meetings with committee heads. We will also go over all schedules, plans, responsibilities and construction details. The final design includes the working drawings and necessary details along with the Final Materials List. The materials list is an update of the Potential Donated Materials List and includes all the materials that are needed to build the playground shown on the working drawings. After Organization Day, your coordinators will work with checklists and guidelines to make sure they are on track and properly prepared for construction. Your project managers will closely monitor and provide you with assistance each step of the way.

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Phase III: Construction Phase

Over the last 42 years, we have developed a unique community-build process (which includes teaching and motivating communities) and a construction technique that best utilizes volunteers. We are experienced in team building with hundreds of volunteers a day. The construction phase begins after Organization Day and continues through the days of construction. In the space of several days (usually five), Leathers' construction consultants will work on site with you and your enthusiastic volunteers of various skill levels to transform an empty patch of ground into something magnificent: your own community-designed and community-built project. The consultants from our office are on site for the entire build and ensure that the play structure is built in conformance with the final drawings. It is important to note that all of our designs meet current standards and guidelines set forth by ASTM International, CPSC (Consumer Product Safety Commission), and the Americans with Disabilities Act Accessibility Guidelines. Ten to 15 community members will serve as captains, who are responsible for assigning groups of people (both skilled and unskilled) to work on specific components of the project and then ensuring quality control on the work performed. The construction consultants will advise the captains throughout the build. Together, the consultants and captains (including a safety captain) ensure that the site is safe.

Every construction day includes three shifts: morning, afternoon, and evening. Each morning, the consultants meet with the captains, the general coordinator, and the chairpersons of volunteers, tools, and materials to discuss the goals and schedule for the day. The consultants and the captains also meet before the afternoon and evening shifts to discuss progress and the schedule for the next shift. On the final day of construction, your community and its children celebrate with a grand opening party. We believe strongly in the positive effects of community participation.

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Phase IV: Post Construction

Upon completion of construction, L&As' consultants will be responsible for conducting a thorough safety inspection, providing detailed information on any punch list items, and reviewing this information with the appropriate committee members and City officials. At this time the consultants will provide your group with any specialized maintenance information and respond to any questions.

A certificate of substantial completion will be issued following the playground inspection and completion of any punch list items.

L&A will continue to work with your community for the life of the project. It is extremely important to us that playgrounds maintain their successful status as community-built projects. We provide unlimited telephone support—call our maintenance team at any time with questions regarding care and safety issues. Long-Term Care Guides, which include scheduled maintenance procedures, inspection and maintenance checklists, education, sample forms, and materials and supplier information, will be provided to the owner and the volunteer group responsible for continued maintenance. A semi-annual newsletter provides important maintenance information and community-built news. Our web site (www.leathersassociates.com) is also a valuable resource for updates, news, blog posts and project profiles.

Our maintenance department maintains client files and can easily assist with product replacement parts. The structural recycled plastic that we utilize carries a 50-year warranty. Recycled plastic composite warranties vary depending on the manufacturer (range from 20-25 years). Our manufactured components (slides, swings, overhead equipment, etc) are bulk ordered for our clients and carry their own warranty.

In over 42 years of building and more than 3,000 playgrounds under our belt, we have learned that a playground built by the community is well cared for! Playgrounds that children design and teenagers, parents, seniors, and the community build create a strong sense of community pride and ownership, which naturally leads to better upkeep and fewer instances of vandalism.

Our proposal incorporates an engineered wood fiber that is ADA compliant for your ground cover. If the committee chooses to change this during design development, we can review additional options with the group. We have chosen this ground cover as it's the most cost effective option that meets ADA requirements. As mentioned previously, we are a custom-design firm which means we have the flexibility to make changes and adjustments based on wants and needs. Our goal is to create a design that is awe-inspiring, safe and **FUN!**

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SECTION D: PROPOSED PROJECT SCHEDULE

9/16/13	Provide Planning Guides and tools to client along with access to Teamwork site. Begin working with client to assist in committee recruitment and organization.
10/29/13	Design Day event!
11/3/13	Provide client with schematic design and materials list.
11/23/13	Collect design feedback from client and approval to proceed with design development and final materials list.
12/10/13	Provide client with final design and final materials list.
3/4/14	Open house and final design approval.
4/8/14	Mid Project Check Call
4/8/14	50% Fundraising Goal; 30% Volunteer Recruitment Goal
7/16/14	Organization Day (on site meetings with all committee members and captains to review progress and prepare for construction)
7/16/14	75% Fundraising Goal and Volunteer Recruitment
7/23/14	Confirm material donations and orders, as well as, schedule deliveries.
8/20/14	100% Fundraising Goal and Volunteer Recruitment
8/30/14	Pre-Construction Checklist Call
9/3/14	Stakeout the Playground Site
9/7/14	Drill Holes
9/16/14	General Construction Meeting (committee, captains and construction consultants)
9/17-21/14	Playground Build!
9/28/14	Complete Punch List Items (if applicable)
10/6/14	Receive Certificate of Substantial Completion, As-built drawings and estimate of like- kind and quality for full replacement.

SECTION F: FEE SCHEDULE (separate envelope)

Design Day	\$950.00
Schematic Drawings, Preliminary Materials List, Onsite Meetings. (The Design Day fee doesn't include travel expenses which are billed as airfare and travel time. The community has the option to provide transportation from and to the airport, as well as, secure hotel accommodations. If not, we bill for rental car and hotel with the travel expenses.)	
Design Development	\$16,500.00
Final Drawings, Final Materials List and Project Management	
Organization Day	\$1,400.00
Onsite site meeting, organizational meetings with committee and City to review progress in detail and prepare for construction. (The Organization Day fee doesn't include travel expenses which are billed as airfare and travel time. The community has the option to provide transportation from and to the airport, as well as, secure hotel accommodations. If not, we bill for rental car and hotel with the travel expenses.)	
Construction Consultation	\$13,500
L&A Construction Consultants for managing the playground build. (The Construction Consultation fee doesn't include airfare for the consultants but does include travel time. The community has the option to secure transportation and lodging for the consultants. If not, we bill for a rental car and hotel along with the airfare.)	

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MINUTES
KEIZER CITY COUNCIL
Monday, August 19, 2013
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER Mayor Christopher called the meeting to order at 7:00 pm. Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
Joe Egli, Council President
Jim Taylor, Councilor
Marlene Quinn, Councilor
Kim Freeman, Councilor
Cathy Clark, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Chief Marc Adams, Police
Bill Lawyer, Public Works Director
Tracy Davis, City Recorder

Absent:

Dennis Koho, Councilor

FLAG SALUTE Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY Brad Coy, Keizer, Greater Gubser Neighborhood Association and Transit Board member, voiced his hope to have solutions to transit and transportation needs that serve the community and include everyone. He reviewed past bus routes in the Gubser area, noted that some residents are opposed to having bus service in the neighborhood and reported that the bus stop has been relocated. He suggested that different street design in new developments would facilitate the use of public transportation. Mr. Coy then showed an example of the neighborhood association flyers that are being distributed to residents.

PUBLIC HEARINGS City Manager Chris Eppley reported that an application was submitted for a Change of Ownership from The Keizer Renaissance Hotel, Keizer, Oregon. A public hearing was scheduled, notice published, necessary notification given, a background check was done, and Keizer Planning Department finds the location of the establishment to be properly zoned and has no comment on the application. Staff recommends that following the public hearing, Council recommend approval of the application.

a. Keizer Renaissance Hotel – Liquor License Change of Ownership

Mayor Christopher opened the Public Hearing.

Kevin Volente, California, Acting Director of Sales, and Amy Happened, Acting General Manager, responded to questions from Council and

indicated that servers are licensed, certified, and familiar with the Responsible Vendor program.

With no further testimony, Mayor Christopher closed the Public Hearing.

Councilor Egli moved that the Keizer City Council approve the application for a Full On-Premises Sales Liquor License for Keizer Renaissance Hotel under the guidelines established by ORS 471.178 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval. Councilor Clark seconded. Motion passed as follows:

AYES: Christopher, Egli, Quinn, Freeman, Taylor and Clark (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Koho (1)

**ADMINISTRATIVE
ACTION**
**a. ORDINANCE –
Adopting
Council Member
Removal
Procedures for
Interference
with
Administration
as Set Forth in
City Charter
Section 21(f)**

Mayor Christopher explained that this item is a “housekeeping” measure related to the City Charter. City Attorney Shannon Johnson provided background on the issue. He added that he preferred that Council not adopt the Ordinance at this meeting so that he could tweak a few items, but suggested that they review the ordinance, ask questions and provide input. Council then discussed various aspects of the ordinance including use of a Special Master for fact finding investigations, removal, recall, resignations, and the parameters for this ordinance.

Mr. Johnson reviewed the voting on the Special Master report, the sanctions, and areas that he felt he needed to work on prior to Council voting including providing clarification on the charter language.

Councilor Egli moved that the Keizer City Council direct staff to make changes in the subject Ordinance and bring back the revised version at an appropriate time. Councilor Freeman seconded. Motion passed as follows:

AYES: Christopher, Egli, Quinn, Freeman, Taylor and Clark (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Koho (1)

**CONSENT
CALENDAR**

A. Approval of July 29, 2013 Special Session Minutes

B. Approval of August 5, 2013 Regular Session Minutes

Councilor Egli moved for approval of the July 29, 2013 Special Session Minutes as corrected (Mayor Christopher’s arrival time changed). Councilor Clark seconded. Motion passed as follows:

AYES: Christopher, Freeman, Taylor, Quinn and Clark (5)

NAYS: None (0)

ABSTENTIONS: Egli (1)

ABSENT: Koho (1)

Councilor Egli moved for approval of Approval of August 5, 2013 Regular Session Minutes. Councilor Clark seconded. Motion passed as follows:

AYES: Christopher, Freeman, Taylor, Egli and Clark (5)

NAYS: None (0)

ABSTENTIONS: Quinn (1)

ABSENT: Koho (1)

COMMITTEE REPORTS

Councilor Clark announced that she had attended the Keizer Chamber of Commerce Board of Directors, Personnel Policies Committee, and Oregon Municipal Planning Organization Consortium (OMPOC) meetings, and the Keizer Chamber and Salem Economic Development Corporation (SEDCOR) luncheons. She provided details of the unveiling of Walsh Landing held at Riverfair and thanked Officer Richardson and Buster for their K-9 demonstration at that event.

Councilor Freeman reviewed her participation in the National Night Out event, thanked employees of Target for their assistance and reported that she had attended the Parks Advisory Board meeting for Councilor Quinn. She commended the Traffic Bikeways Pedestrian Safety Committee for their efforts in distributing helmets and keeping children safe.

Mayor Christopher provided information regarding her participation in the National Night Out event and reviewed the Keizer Chamber Foundation/ City of Keizer/KRA Pig in the Park fundraising event. She also reminded everyone of upcoming events scheduled for the amphitheater at Keizer Rapids Park.

Councilor Egli reported that K-23 Committee would meet on August 26.

Councilor Quinn reported that the Keizer Rapids Park Community Build Task Force had chosen a consultant for the project. It is hoped that a contract will be ready for Council approval on September 3.

Councilor Taylor reported that the Keizer Points of Interest Committee did not meet in August but the Traffic Bikeways Pedestrian Safety Committee would be meeting on Thursday August 22.

OTHER BUSINESS City Recorder Tracy Davis reviewed openings in various city committees.

Public Works Director, Bill Lawyer, announced that repairs on Greenwood and the resurfacing project are complete; striping and legend painting are also being done; Hidden Creek residents are working to remove ivy from trees in the park.

Chief Adams reported that the National Night Out event was a success. He noted that this was his last Council meeting before he retired and thanked everyone in Keizer who supported the police department for the last 15 years. He added that the department is in good shape and a great chief is coming on board.

WRITTEN COMMUNICATIONS None

AGENDA INPUT **September 9, 2013**
 5:45 p.m. – City Council Work Session
 • Annual Keizer Parks Tour

 September 16, 2013
 7:00 p.m. – City Council Regular Session

ADJOURNMENT Mayor Christopher adjourned the meeting at 8:10 p.m.

MAYOR:

APPROVED:

Lore Christopher

Debbie Lockhart, Deputy City Recorder
COUNCIL MEMBERS

~ Absent ~

Councilor #1 – Dennis Koho

Councilor #4 – Cathy Clark

Councilor #2 – Kim Freeman

Councilor #5 – Joe Egli

Councilor #3 – Marlene Quinn

Councilor #6 – James Taylor

Minutes approved:_____



MINUTES
KEIZER CITY COUNCIL
Tuesday, September 3, 2013
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Council President Joe Egli called the meeting to order at 7:02 pm. Roll Call was taken as follows:

Present:

Joe Egli, Council President
Jim Taylor, Councilor
Kim Freeman, Councilor
Cathy Clark, Councilor
Dennis Koho, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Susan Gahlsdorf, Finance Director
Jeff Kuhns, Police
Bill Lawyer, Public Works Director
Tracy Davis, City Recorder

Absent:

Lore Christopher, Mayor
Marlene Quinn, Councilor

FLAG SALUTE

Councilor Egli led the pledge of allegiance.

PUBLIC TESTIMONY

Jerry McGee, Keizer, commended the City Attorney for bringing this issue forward because it is a gap in procedures that escaped the attention of previous Charter reviews. He noted that he approved of the Special Master fact-finding concept but voiced concern regarding the required "super majority" for acceptance. He indicated that he felt it should be accepted by a simple majority like everything else that comes before Council. He noted that accepting the report does mean a Councilor agrees to it, but it brings an end to the investigative process. Finally he questioned where in the Charter a reprimand or censure is addressed; the Charter speaks only of removal. He concluded that the ordinance should speak only to what is stated in the Charter and that would not include lesser sanctions. City Attorney Shannon Johnson provided explanation and additional input. Council discussed the process and degrees of offense. City Manager Chris Eppley noted that flagrant violations would likely break State Ethics Law and warrant investigation by the Ethics Commission or by the Attorney General's Office.

Jeanne Bond-Esser, Keizer, representing the Keizer Parks Foundation, reported that Nick Nedo asked the Foundation for matching money to build some benches for Bob Newton Park so the mothers could sit while watching their toddlers play. She then presented a check for half of the estimated cost of the benches.

PUBLIC HEARINGS

a. RESOLUTION – Forming Aldine Meadows Street Lighting Local Improvement District

City Manager, Chris Eppley, provided the history of the formation of this Street Lighting Local Improvement District and noted that the Public Hearing was to consider remonstrances to the project and objections to proposed assessments. Staff recommendation is that Council open a Public Hearing to consider oral objections and written remonstrances to the formation of Aldine Meadows Street Lighting Local Improvement District and if there are no objections, close the Public Hearing and consider adoption of the resolution forming the district and the proposed assessment ordinance.

Councilor Egli opened the Public Hearing. Hearing no testimony, Councilor Egli closed the Public Hearing.

Councilor Taylor moved that Keizer City Council adopt a Resolution Forming Aldine Meadows Street Lighting Local Improvement District. Councilor Clark seconded.

Councilor Koho suggested that with over 200 lighting districts in the City it would be prudent to consolidate some of them. Mr. Eppley responded that staff has looked at this exhaustively but the way it is being handled is the most efficient.

Motion passed as follows:

AYES: Egli, Koho, Freeman, Taylor and Clark (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Quinn (2)

b. ORDINANCE – Spreading Assessments to Aldine Meadows Street Lighting District

Councilor Taylor moved that Keizer City Council adopt an Ordinance Spreading Assessments to Aldine Meadows Street Lighting District. Councilor Clark seconded. Motion passed as follows:

AYES: Egli, Koho, Freeman, Taylor and Clark (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Quinn (2)

ADMINISTRATIVE ACTION

a. ORDINANCE – Adopting Council Member Removal Procedures for Interference with Administration as Set Forth in

City Attorney Shannon Johnson explained that this was addressed at the last meeting; some changes were made regarding purchasing and the Administrative Procedures Act. He added that points brought up by Jerry McGee are all policy questions for Council to address and provided clarification and opinion to aid Council in their decision.

Discussion then took place regarding various scenarios, sanctions, alternatives to Council removing a member, changing the vote requirements from super majority to simple majority, and accepting or approving the Special Master's report and policies. Councilor Koho asked Mr. Johnson to explore the possibility of doing a Charter Amendment which would allow the voters to decide whether or not to give Council the ability to remove a Councilor from office.

**City Charter
Section 21(f)**

Council agreed by consensus to postpone voting on this issue until the next meeting.

**b. RESOLUTION –
Authorization
for
Supplemental
Budget
(Ammunition,
Software
Maintenance,
Training, and
Park
Improvements)**

Finance Director Susan Gahlsdorf noted that there were four budget adjustments to be addressed; three having to do more with timing and the fourth with anticipated revenue. She reviewed each item and provided an explanation regarding each. She also proposed an amendment to include the \$400 received from the Parks Foundation earlier in the evening and an additional \$400 that Mr. Lawyer is anticipating which changes the \$3,200 anticipated donations to \$4,000. Ms. Gahlsdorf then fielded questions regarding training and certification costs.

Councilor Taylor moved that the Keizer City Council adopt a Resolution Authorization for Supplemental Budget (Ammunition, Software Maintenance, Training, and Park Improvements) as amended. Councilor Clark seconded. Motion passed as follows:

AYES: Egli, Koho, Freeman, Taylor and Clark (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Quinn (2)

**CONSENT
CALENDAR**

None

**COMMITTEE
REPORTS**

Taken out of Order.

**a. PROCLAMATION
– Constitution
Week**

Councilor Egli read the Proclamation declaring the week of September 17-23 as Constitution Week. Ruby Pantalone and Tish Baker, Daughters of the American Revolution, Anna Maria Pittman Chapter, explained that Ms. Pittman was the first wife of Jason Lee.

**b. Appointment to
Keizer Budget
Committee**

City Manager, Chris Eppley, reported that there were two vacancies on the Budget Committee. Notice of the vacancies was published and the Volunteer Coordinating Committee recommended Eric Peterson to fill the vacancy.

Discussion then took place regarding the Council Rule which prohibits volunteers from serving on more than two committees without Council approval.

Councilor Taylor moved that the Keizer City Council allow Mr. Peterson to serve on three City committees since one is not active. Councilor Clark seconded.

Further discussion took place regarding the limit, the importance of following Council Rules, exceptions, encouraging more people to volunteer, and advising Mr. Peterson to resign his position on the Keizer Urban Renewal Board so that he could serve on the Budget Committee.

Councilors Taylor and Clark withdrew the motion and second.

Councilor Clark moved to postpone consideration of the recommendation of the Volunteer Coordinating Committee for appointment of Mr. Peterson to the Budget Committee until the second meeting in October. Councilor Koho seconded. Motion passed as follows:

AYES: Egli, Koho, Freeman, Taylor and Clark (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Quinn (2)

c. Appointment to Keizer Parks Advisory Board

City Manager, Chris Eppley, reported that there was a vacancy on the Parks Advisory Board. Notice of the vacancy was published and the Volunteer Coordinating Committee recommended Tanya Hamilton to fill the vacancy.

Councilor Taylor moved that the Keizer City Council accept the recommendation of the Volunteer Coordinating Committee to appoint Tanya Hamilton to position number 8 on the Parks Advisory Board, filling the remainder of the term expiring December 31, 2016. Councilor Clark seconded. Motion passed as follows:

AYES: Egli, Koho, Freeman, Taylor and Clark (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Quinn (2)

d. Appointment to Keizer Planning Commission

City Manager, Chris Eppley, reported that there are three vacancies on the Planning Commission. Notice of the vacancies was published and the Volunteer Coordinating Committee recommended Michael DeBlasi to fill one of the vacancies.

Mr. Johnson explained that there appeared to be a lack of interest in people willing to serve on the Commission, but in spite of the term limits in effect for Commissioners, ordinance indicates that Commissioner terms do not expire until a replacement is sworn in.

Councilor Taylor moved that the Keizer City Council accept the recommendation of the Volunteer Coordinating Committee to appoint Michael DeBlasi to position number 1 on the Planning Commission to serve a three year term expiring September 30, 2016. Councilor Clark seconded. Motion passed as follows:

AYES: Egli, Koho, Freeman, Taylor and Clark (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Quinn (2)

OTHER BUSINESS

Councilor Koho announced that he will be attending the morning Chamber meetings and the Volcanoes are now in the playoffs.

Councilor Clark reported that a \$50,000 grant was awarded to the Chamber by “Cover Oregon”; she will be covering Economic Development and Government Affairs (EDGA) and the Sustainability Summit meetings. She congratulated the Keizer Farmers Market for a successful first year, reported on the recent EDGA meeting and announced the upcoming West Keizer Neighborhood Association meeting.

Councilor Freeman urged citizens to volunteer to serve on City committees, encouraged drivers to be aware of children walking to school and commended Captain Kuhns for the Chief’s retirement party.

**WRITTEN
COMMUNICATIONS**

None

AGENDA INPUT

September 9, 2013

5:45 p.m. – City Council Work Session

- Annual Keizer Parks Tour

September 16, 2013

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

October 7, 2013

7:00 p.m. City Council Meeting

ADJOURNMENT

Councilor Egli adjourned the meeting at 8:26 p.m.

MAYOR:

APPROVED:

~ Absent ~

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Dennis Koho

Councilor #4 – Cathy Clark

Councilor #2 – Kim Freeman

Councilor #5 – Joe Egli

~ Absent ~

Councilor #3 – Marlene Quinn

Councilor #6 – James Taylor

Minutes approved:_____

City of Keizer, Oregon



Proclamation

WHEREAS, *the Mayor and City Council for the City of Keizer recognizes that volunteer effort is an extremely important asset to the community, and*

WHEREAS, *the Mayor and City Councilors wish to make known their gratitude and appreciation for those who give of themselves in fulfilling their public duty and promoting a better community through their actions,*

NOW THEREFORE, BE IT PROCLAIMED *by Mayor Lore Christopher of Keizer, Oregon, with the concurrence of the City Council assembled in regular session that*

Tanya Hamilton

*is appointed to serve her community as a member of the **Keizer Parks & Recreation Advisory Board** with her term expiring in December of 2016. Let it also be known that the governing body of the City of Keizer does hereby give its heartfelt thanks and appreciation for her dedication and commitment to the community in volunteering her time and energy to the betterment of Keizer.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to be affixed to this document this 16th Day of September, 2013.*

Signed: _____, *September 16, 2013*

Lore Christopher, Mayor

Date

City of Keizer, Oregon



Proclamation

WHEREAS, *the Mayor and City Council for the City of Keizer recognizes that volunteer effort is an extremely important asset to the community, and*

WHEREAS, *the Mayor and City Councilors wish to make known their gratitude and appreciation for those who give of themselves in fulfilling their public duty and promoting a better community through their actions,*

NOW THEREFORE, BE IT PROCLAIMED *by Mayor Lore Christopher of Keizer, Oregon, with the concurrence of the City Council assembled in regular session that*

Michael DeBlasi

*is appointed to serve his community as a member of the **Keizer Planning Commission** with his term expiring in September of 2016. Let it also be known that the governing body of the City of Keizer does hereby give its heartfelt thanks and appreciation for his dedication and commitment to the community in volunteering his time and energy to the betterment of Keizer.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to be affixed to this document this 16th Day of September, 2013.*

Signed: _____, *September 16, 2013*

Lore Christopher, Mayor

Date