

AGENDA

KEIZER CITY COUNCIL **REGULAR SESSION**

Tuesday, September 3, 2019

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
 - b. PROCLAMATION - Library Card Sign Up Month
5. **COMMITTEE REPORTS**
 - a. Volunteer Coordinating Committee Recommendations for Appointment to the Keizer Public Arts Commission
 - b. Volunteer Coordinating Committee Recommendations for Appointment to the Charter Review Committee
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. Park Host – Buchanan House at Keizer Rapids Park
 - b. ORDINANCE – Regulating the Maintenance, Reconstruction, Alteration and Repair of Sidewalks; Repealing Ordinance No. 2016-758
ORDINANCE – Relating to Street Obstructions and Debris on Public-Right-Of-Way; Repealing Ordinance No. 2008-578
 - c. ORDER – Designating “No Parking” Zone in a Certain Area of Maine Avenue Northeast at River Road, Keizer, Oregon
 - d. RESOLUTION – Authorizing City Manager to Sign Memorandum of Agreement Relating to the Creation of a Development Council to Form a Continuum of Care Collaborative Governance Structure for the Marion and Polk County Region

9. CONSENT CALENDAR

- a. RESOLUTION – Authorizing the City Manager to Purchase 2020 Ford F-250 Vehicle for the Parks Division of the Public Works Department and Authorizing Disposition of Surplus Property; Repealing R2019-3010
- b. RESOLUTION – Authorizing the City Manager to Purchase 2020 Peterbilt 384 Dump Truck and Pioneer Truck Weld Box for the Public Works Department and Authorizing Disposition of Surplus Property
- c. RESOLUTION – Authorizing the City Manager to Purchase 2020 Ford F-150 4x2 Truck for the Water, Stormwater, and Street Divisions of the Public Works Department
- d. RESOLUTION - Authorizing the City Manager to Award and Enter Into an Agreement with Dreamland Skateparks LLC for Carlson Skatepark Enhancement Project
- e. Approval of August 19, 2019 City Council Regular 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

September 9, 2019

6:00 p.m. – City Council Work Session

- Keizer Parks Tour

September 16, 2019

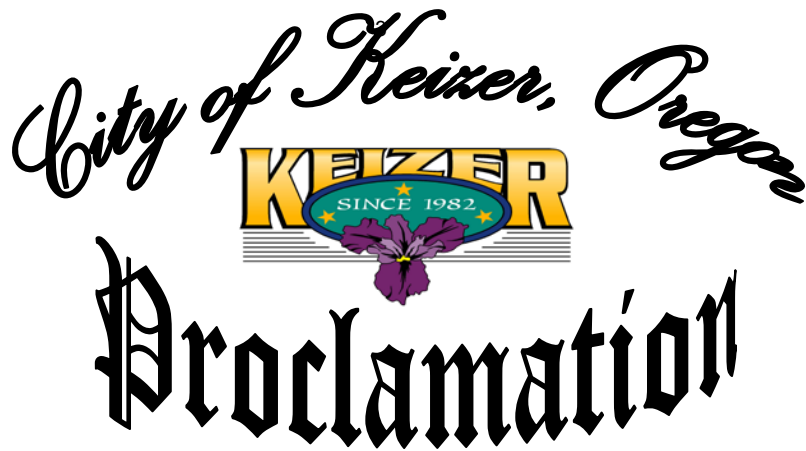
7:00 p.m. City Council Regular Session

October 7, 2019

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.



WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2019 marks the two hundred and thirty-second anniversary of the framing of the Constitution of the United States of America by the Constitution Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebration which will commemorate it; and

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

NOW, THEREFORE, I, CATHY CLARK, Mayor of the City of Keizer, with the Keizer City Council assembled in Regular Session, do hereby proclaim the week of September 17th through 23rd as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedom guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to affixed this 3rd day of September, 2019.

MAYOR CATHY CLARK
City of Keizer, Oregon



WHEREAS, a library card is one of the most important school supplies; and

WHEREAS, signing up for a library card is the first step towards academic achievement and lifelong learning; and

WHEREAS, libraries play an important role in the education and development of children; and

WHEREAS, library programs serve students of all ages, from early literacy to homework help to GED classes;

WHEREAS, librarians lead the way in creating inclusive spaces and developing diverse collections for children and people of all backgrounds to connect and learn together; and

WHEREAS, libraries bridge the digital divide by providing a range of information and services to children and adult learners; and

WHEREAS, libraries continue to transform and expand their services in ways that meet the needs of the communities they serve; and

WHEREAS, libraries open a world of infinite possibilities through resources and services to help people pursue their passions and give students the tools to succeed in school and beyond.

NOW THEREFORE, I Cathy Clark, Mayor of the City of Keizer, with the Keizer City Council assembled in Regular Session, do hereby proclaim September 2019 as

LIBRARY CARD SIGN-UP MONTH

AND encourage everyone to sign up for their own library card today.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer this 3rd day of September, 2019.

MAYOR CATHY CLARK

CITY COUNCIL MEETING: September 3, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

**SUBJECT: VOLUNTEER COORDINATING COMMITTEE RECOMMENDATIONS FOR
APPOINTMENT TO THE KEIZER PUBLIC ARTS COMMISSION**

ISSUE:

The Volunteer Coordinating Committee met on August 15, 2019 to review applications and interview candidates for openings on the Keizer Public Arts Commission. The Committee is recommending **Andrea Madison** for Position #2 on the Keizer Public Arts Commission, filling the remainder of a term expiring June 30, 2020.

RECOMMENDATION:

It is recommended the City Council accept the recommendations of the Volunteer Coordinating Committee and appoint the applicants as outlined above.

CITY COUNCIL MEETING: September 3, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

**SUBJECT: VOLUNTEER COORDINATING COMMITTEE RECOMMENDATIONS FOR
APPOINTMENT TO THE CHARTER REVIEW COMMITTEE**

ISSUE:

The Volunteer Coordinating Committee met on June 20, 2019 and August 15, 2019 to review applications and interview candidates for openings on the Charter Review Committee. The Committee is recommending the following applicants for appointment: **Broderick Pack, Pat Fisher, Rick Kuehn, Kathy Lincoln, Shannon Flowers, Zaira Marin-Flores and Garry Whalen.**

The committee members also consist of two Keizer City Councilors to be appointed by the Mayor and announced at a regularly scheduled Council meeting.

RECOMMENDATION:

It is recommended that the Mayor make an announcement of the two Keizer City Councilors and if the City Council feels it is appropriate, by a minute motion, accept the recommendations of the Volunteer Coordinating Committee and appoint the applicants as outlined above.

CITY COUNCIL MEETING: September 3, 2019**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: PARK HOST – BUCHANAN HOUSE AT KEIZER RAPIDS PARK

The City Council previously indicated that it preferred a volunteer park host position at the Buchanan house at Keizer Rapids Park. At the time, staff indicated that we would review the matter fully to see if there are any legal hurdles to that program.

We requested our labor attorney, Kathy Peck review the matter. Ms. Peck indicated that there are some risks to the City having such a program. Essentially, both state and federal law could view this as not a truly volunteer position and that there could be an expectation of compensation with regard to the housing. Although volunteers are allowed some nominal expenses and still remain truly volunteer, the housing would appear to be compensation, could cause some risks.

Though there is a campground host exemption under state law; that does not necessarily apply here. Even if it did, that exception does not apply to the federal Fair Labor Standards Act. In addition, there could be an argument that the position should come under our Collective Bargaining Agreement with the municipal workers union (LIUNA).

If a volunteer later brought a claim, the City could be liable for up to three years wages/overtime and attorney fees, plus significant penalties. Ms. Peck also indicated that the volunteer cannot waive these claims. To the degree that these types of claims would be under the wage and hour laws, there is no insurance coverage available to the City.

For these reasons, staff recommends that the Council direct staff to proceed with renting the Buchanan house so that it can be occupied and return revenue to the City that can be used for park operations. The City Manager indicated that he is working with staff to address some of the security concerns raised by the Parks Board and others.

Since the parks system master plan calls for a caretaker house in this location, staff recommends initiating a parks master plan amendment to delete that requirement. As long as the rental is a short-term one, we anticipate beginning the rental as soon as possible prior to the parks master plan amendment.

There was a question raised about hiring a property manager for the two rented houses. Staff reviewed that matter and determined that we have after-hours staff and other resources to deal with two rentals and that we are able at this time to manage that without the expense of a property manager.

RECOMMENDATION:

Pass a motion as follows: “Move to direct staff to rent the Buchanan house at fair market rent and to initiate a parks system master plan amendment to delete the caretaker house designation.”

Please let me know if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL MEETING: September 3, 2019**AGENDA ITEM NUMBER:_____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: SIDEWALK ORDINANCE/STREET OBSTRUCTION
ORDINANCE**

Following the Council worksession on the matter, Council directed staff to revise the Sidewalk Ordinance to prohibit any obstructions on the sidewalk. In addition, Council directed staff to revise the Street Obstruction Ordinance to restrict basketball hoops (“standards”) to certain locations and times.

We revised both the Sidewalk Ordinance and Street Obstruction Ordinance accordingly and redlined versions and clean versions are attached for your convenience. Here are some highlights:

1. The Sidewalk Ordinance amendment is straightforward and simply prohibits any obstructions on the sidewalk.
2. There is a new section to allow utility connections to a lawfully parked recreational vehicle.
3. The Street Obstruction Ordinance allows for a basketball hoop if it is in active use. In addition, even if the hoop is in active use, it must be removed between the hours of 10 PM and 7 AM.
4. The changes also require reflectors or reflective tape on the basketball standards and indicates that the standards can only be placed on local streets where cars can lawfully park.

RECOMMENDATION:

Adopt the attached Ordinances or direct changes as the City Council may determine.

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

ESJ/tmh

A BILL

ORDINANCE NO.

201~~96~~-_____

FOR

AN ORDINANCE

REGULATING THE MAINTENANCE, RECONSTRUCTION,
ALTERATION AND REPAIR OF SIDEWALKS; **REPEALING**
ORDINANCE NO. ~~2016-75886-074~~

WHEREAS, the City Council has reviewed the general condition of sidewalks in

the City of Keizer;

WHEREAS, the City Council has reviewed the City's financial resources;

WHEREAS, the responsibility for maintenance and repair of sidewalks prior to
November 1982 was by statute placed on property owners;

WHEREAS, the courts have upheld the right of cities to place the responsibility
for maintenance and repair of sidewalks upon the property owners;

WHEREAS, the City Council adopted Ordinance No. 86-074 regulating the
reconstruction, alteration and repair of sidewalks on December 15, 1986;

WHEREAS, the City Council has determined that it is in the best interest of the
public health, safety, and welfare that responsibility for maintenance and repair of
sidewalks continue to be placed upon the abutting property owners in the City;

WHEREAS, it is appropriate that abutting property owners be liable for injuries
caused by defective sidewalks;

1 The City of Keizer ordains as follows:

2 Section 1. FINDINGS. The City Council of the City of Keizer makes the
3 following findings:

4 (A) The general condition of sidewalks overall in Keizer is adequate and not a
5 danger to the public.

6 (B) Keizer is without sufficient staff resources for the continual inspection and
7 repair of sidewalks or the removal of trees, shrubs or roots obstructing or damaging
8 sidewalks.

9 (C) Keizer is without sufficient funds to hire additional staff to continually
10 inspect or repair sidewalks within the City.

11 (D) Keizer is without sufficient funds to undertake the ongoing inspection,
12 repair and maintenance of sidewalks within the City.

13 Section 2. SIDEWALK MAINTENANCE STANDARDS; INSPECTIONS.

14 (A) The standards for the maintenance of sidewalks in usable condition are
15 attached hereto as Exhibit "1" and by this reference incorporated herein. The City
16 Manager may prescribe additional standards for the maintenance of sidewalks in usable
17 condition if the City Manager deems it appropriate to maintain the effective use of
18 sidewalk surfaces by pedestrians.

19 (B) Whenever the City Manager or designee learns of any condition in a
20 sidewalk which may not conform to the standards specified in subsection (A) of this

1 section, the City Manager or designee shall cause the sidewalk to be inspected and, if not
 2 in compliance with the standards herein, shall proceed as provided in Section 4.

3 (C) As used herein, “sidewalk” means all paved surface lying between the
 4 curb-lines or the lateral lines of the public roadway and the adjacent property lines, or
 5 lying within a public easement adjacent to a public roadway, that is intended for the use
 6 by pedestrians.

7 (1) “Sidewalk” does not include “Bicycle Lane” or “Bicycle Path” as those
 8 terms are defined by Oregon statutes.

9 Section 3. DUTIES OF ABUTTING OWNER.

10 (A) It shall be the affirmative duty of every owner of property abutting a
 11 sidewalk to maintain the sidewalk in accordance with the standards adopted pursuant to
 12 Section 2.

13 (B) It shall be the duty of such owner, either upon notice given pursuant to
 14 Section 4, or upon acquiring actual knowledge that the sidewalk abutting such owner’s
 15 property does not comply with the standards adopted pursuant to Section 2 do all of the
 16 following:

17 (1) Immediately post barricades or warning devices reasonably calculated to
 18 provide notice of the defect to pedestrians using the sidewalk;

19 (2) Cause repair or reconstruction of the sidewalk to the then current
 20 specifications after obtaining a permit if required by Section 7;

1 (3) Insure that the barricades or warning devices remain in place until the
2 reconstruction or repairs are completed.

3 Section 4. NOTICE TO REPAIR; ACTION UPON REFUSAL; APPEAL.

4 (A) If, upon inspection as provided in Section 2, the City Manager or designee
5 determines that a sidewalk or portion thereof does not meet the standards provided in
6 Section 2, the City Manager or designee shall cause written notice of the defect to be
7 mailed to the owner or owners of the property abutting the sidewalk. Such notice shall
8 describe the defect, require compliance as provided in Section 3, and this section, and
9 give notice of the applicable provisions of this section. The notice shall be mailed to the
10 subject property AND to the address listed in the Marion County Tax Assessor's record.

11 (B) The notice shall give notice of the property owner's liability pursuant to
12 Section 5.

13 (C) Unless exempt under Section 7, the notice shall require that a permit to
14 undertake repair or reconstruction as required by Section 7 be obtained within ten (10)
15 calendar days of the date of the notice, and that the work be completed within the time
16 period determined by the City Manager or designee considering limitations of weather
17 and season, not to exceed sixty (60) days. Such period may be extended in the City
18 Manager's or designee's discretion upon written application showing good cause
19 therefor. The notice shall also state that warning devices or barricades must be placed
20 and maintained by the owner until repair/replacement is complete.

1 (D) If, in the opinion of the City Manager or designee, the defect in the
 2 sidewalk represents an immediate and extreme hazard, the City Manager or designee
 3 may cause barricades or warning devices to be immediately placed to give warning of the
 4 hazard; and shall, if the abutting property is occupied, give written notice to the occupant
 5 that such barricades or warning devices have been erected, from which time it shall be
 6 the responsibility of both the owner and occupant to maintain adequate barricades or
 7 warning devices continually in place. Within ten (10) days of notice under this section,
 8 both the owner and occupant shall be responsible for placing substitute barricades or
 9 warnings in which event the City Manager or designee shall cause the City's equipment
 10 to be removed.

11 (E) Any person to whom the notice prescribed in subsection (A) of this section
 12 is directed may appeal therefrom to the Council by giving written notice of appeal to the
 13 City Recorder within ten (10) days of the date the notice was mailed or delivered
 14 whichever is the earlier date. The notice of appeal shall state one or more of the
 15 following grounds:

16 (1) That the alleged defect is not in violation of the standards adopted
 17 under Section 2.

18 (2) That the alleged defect is not hazardous in fact because of special
 19 conditions in the particular case.

20 (3) That the compliance period is unreasonable.

1 (4) That a requested extension of the compliance period was
2 unreasonably denied.

3 (5) That the person to whom notice has been given is not the owner of
4 the property adjacent to the allegedly defective sidewalk.

5 (F) Upon receiving a notice of appeal, the City Recorder shall set the matter
6 for public hearing before the Council and give notice thereof to the appellant. Following
7 the hearing, the Council may affirm, reverse, or modify the City Manager's or designee's
8 action.

9 (G) If no appeal is filed within the time provided in subsection (E) of this
10 section and if required, no required permit has been obtained or the repairs are not
11 completed as required by the notice, or if the direction of the Council following an
12 appeal is not complied with, the City Manager or designee may proceed as provided in
13 Section 6.

14 Section 5. LIABILITY FOR DAMAGES.

15 (A) The owner of property abutting to a sidewalk that fails to comply with
16 applicable standards shall be liable to any person suffering bodily injuries, property
17 damage, or both, as a result of any breach of the duty imposed upon the owner under
18 Section 3.

19 (B) In the event any action naming the City or any of its officers, employees, or
20 agents is brought as a result of any alleged defective condition in a sidewalk, the owner

1 of property abutting the defective sidewalk shall indemnify and defend the City, its
 2 officers, employees and agents, if the defective condition was the result of the duty
 3 imposed upon the owner under Section 3.

4 (C) Neither the City nor its officers, employees, or agents acting in the course
 5 and scope of their duties shall be liable to any person who asserts a claim based upon
 6 bodily injuries or property damage as a result of any breach of the duty imposed upon the
 7 owner under Section 3.

8 Section 6. PROCEDURE FOR INITIATING SIDEWALK REPAIR AFTER
 9 NOTICE.

10 (A) If a property owner fails to take action in accordance with Section 4 and
 11 the notice sent to the property owner, then the City Manager or designee may, but is not
 12 required to, proceed to construct, reconstruct, clean, repair, or take such action as is
 13 necessary to bring a sidewalk or the space below or around the sidewalk into
 14 conformance with this Ordinance. The decision to take any action under this subsection
 15 is in the sole discretion of the City Manager or designee taking into account such factors
 16 that include, but are not limited to, available funding and the severity of the existing
 17 sidewalk defect.

18 (B) Where the City Manager or designee takes action under subsection 6(A) of
 19 this Ordinance, the City Manager or designee shall keep an accurate account of the cost
 20 of labor, including inspection services, and material required for the construction,

1 reconstruction, cleaning, repair, or other action necessary to bring the sidewalk into
 2 compliance with this Ordinance. Such cost, plus an amount equal to ten percent of the
 3 cost of labor and materials to defray administrative costs, including, but not limited to
 4 preparing and serving the notice, engineering, and advertising, shall be a lien upon the
 5 owner's property.

6 (C) When the City shall have done, or shall have caused to be done, any work,
 7 as described above, and when the cost thereof shall have been determined, the City shall,
 8 by first-class and certified mail, notify the owner or owners of the premises abutting or
 9 adjoin the sidewalk or property between the same and the adjacent land that the work has
 10 been done and that the cost thereof is being charged to the owner and shall become a lien
 11 against and upon the premises, which notice shall be in writing, giving the description of
 12 the premises affected, the cost of work done and a brief description of the type of work
 13 done, and shall notify the owner that unless said costs are paid within thirty (30) days
 14 from the date of giving notice that the costs shall be entered in the lien records of the
 15 City.

16 (D) If the cost is not paid within thirty (30) days from the giving of the notice
 17 described in Section 6(C) above, the Council shall, by Ordinance, direct the City
 18 Recorder to enter in the docket of City liens the amount assessed upon the particular tract
 19 or parcel of land with the names of the record owners thereof. Upon such entry in the
 20 lien docket the amount so entered shall be immediately due and payable and shall be a

1 lien and charge upon the respective lots, tracts or parcels of land against which the same
 2 are placed. Such lien shall be first and prior to all other liens, except as otherwise
 3 provided by law. Interest shall be charged at the rate of nine percent (9%) per annum
 4 until paid on all amounts not paid within thirty (30) days from the date of such entry.
 5 The collection or foreclosure of such lien shall be done or performed substantially in the
 6 same manner as assessments for local improvements. Minor irregularities and
 7 informalities shall be disregarded.

8 Section 7. PERMIT TO RECONSTRUCT OR REPAIR REQUIRED. No
 9 person shall alter, reconstruct or repair any sidewalk without first obtaining a permit to
 10 do so from the City. If the total area of reconstruction or repair is less than fifteen (15)
 11 lineal feet and not located in a driveway or Americans with Disabilities Act ramp area,
 12 then such person is exempt from this permit requirement. Regardless of whether a
 13 permit is required, all work on the sidewalk area shall meet applicable requirements,
 14 including, but not limited to, the requirements of the Americans with Disabilities Act.

15 Section 8. APPLICATION. Application for the permit required by Section 7
 16 shall be made to the Public Works Department and shall describe the location, width,
 17 length, and material proposed to be used, and shall contain such other information as the
 18 City Manager or designee may deem necessary to secure compliance with the provisions
 19 of this Ordinance. The applicant shall be accompanied with a permit fee in the amount
 20 as prescribed by Resolution of the City Council.

1 Section 9. DUTY OF PROPERTY OWNERS TO KEEP SIDEWALKS SAFE,
 2 CLEAN, ETC.

3 (A) To allow safe use by the public, it shall be the duty of the owners, lessees,
 4 and occupants of all property abutting upon or adjacent to any sidewalk to keep such
 5 sidewalk free from obstructions unless allowed by this or other Ordinance, and as
 6 reasonably free from excess accumulation of ice, snow, dirt, vegetation, or debris as
 7 circumstances shall allow.

8 (B) Recreational vehicles lawfully parked shall be allowed to be served with an
 9 electrical cord or hose provided the crossing of any sidewalk shall be no greater than ¾”
 10 in height and is protected with an adequate strip protector, cones or other devices.

11 ~~(C)~~ The owners, lessees, and occupants shall be liable to any person suffering
 12 bodily injuries or property damage as a result of any breach of a duty imposed under
 13 subsection (A) of this section.

14 ~~(D)~~ In the event any action naming the City or any of its officers, employees, or
 15 agents is brought as a result of any failure to comply with the duty imposed under
 16 subsection (A) of this section, the owner of the property abutting the defective sidewalk
 17 shall indemnify and defend the City, its officers, employees, and agents, in the event it is
 18 established in such action that the occurrence or condition giving rise to the action could
 19 have been prevented had such owner not breached a duty imposed under subsection (A)
 20 of this section.

1 (ED) Neither the City nor its officers, employees, or agents acting in the scope of
 2 their duties shall be liable to any person having a remedy under subsection (CB) of this
 3 section.

4 (FE) Whenever any owner, lessee, or occupant of any property neglects to
 5 perform the duty imposed under subsection (A) of this Section, the City Manager or
 6 designee shall post and mail a notice and order the owner, lessee, or occupant to remedy
 7 such neglect. Such notice shall describe the neglect, require compliance as provided in
 8 this section, and give notice of the property owner's liability pursuant to this section.
 9 The notice shall be effective upon posting upon the owner's property. In case the person
 10 then fails to make such sidewalk safe or to clean the same or to clear the same of ice,
 11 snow, dirt, vegetation, or debris within such time as the City Manager or designee may
 12 have specified in the notice and order, then the City Manager or designee shall proceed
 13 as provided in Section 11(B) or 11(C).

14 Section 10. COMPLIANCE WITH ORDINANCE. It shall be unlawful for the
 15 owner, lessee, or occupant of any property, or for any contractor, agent or employee of
 16 such persons, to construct, reconstruct, or repair any sidewalk in any manner contrary to
 17 the provisions of this Ordinance, or any permit or order issued under this Ordinance. It
 18 shall be unlawful for the owner, lessee, or occupant of any property to fail to maintain
 19 any sidewalk in accordance with the provisions of this Ordinance.

20 Section 11. PERMIT REVOCATION; INFRACTION; REMEDIES.

1 (A) Permit Revocation.

2 (1) The City Manager or designee may revoke a permit required by this
3 Ordinance upon a finding that:

4 (a) Inaccurate information was used to obtain the permit;

5 (b) The applicant is not complying with the terms of the permit
6 or the provisions of this Ordinance;

7 (c) The work is, or threatens to become a hazard to property or
8 public safety; is adversely affecting or about to adversely affect adjacent property or
9 rights-of-way; or is otherwise adversely affecting the public health, safety, or welfare.

10 (2) The City Manager or designee shall issue a written notice specifying
11 the nature of the violation or problem which must be remedied prior to resuming other
12 work on the project.

13 (B) Compliance. Any owner who fails to comply with the requirements of this
14 Ordinance, including any notice hereunder, or does not comply with the terms of a
15 required permit; or who undertakes an activity regulated by this Ordinance without first
16 obtaining a required permit; or who fails to stop work if a permit has been revoked, shall
17 be subject to a city infraction not to exceed \$500 per violation. Each day that a violation
18 continues shall constitute a separate violation.

19

20

1 (C) With regard to violations under Section 9, a violation of this Ordinance is
 2 declared to be a public nuisance and may be abated pursuant to the Uniform Nuisance
 3 Abatement Procedure Ordinance (Ordinance No. 94-282).

4 (DE) The remedies provided in this Ordinance are cumulative and not mutually
 5 exclusive and are in addition to any other rights, remedies and penalties available to the
 6 City under any other provision of law.

7 Section 12. REPEAL OF ORDINANCE NO. 2016-75886-074. Ordinance No.
 8 2016-75886-074 (An Ordinance Regulating the Maintenance, Reconstruction, Alteration
 9 and Repair of Sidewalks) is hereby repealed in its entirety, but such Ordinance shall
 10 remain in force for the purpose of enforcing any violation under such Ordinance that
 11 existed prior to the date of this Ordinance.

12 Section 13. EFFECTIVE DATE. This Ordinance shall take effect thirty (30)
 13 days after its passage.

14 PASSED this _____ day of _____, 20196.

15

16 SIGNED this _____ day of _____, 20196.

17

18

19

20

Mayor

21

22

23

City Recorder

EXHIBIT “1”

SIDEWALK REPAIR CRITERIA

Sidewalk defects that, in the judgment of the City Manager or the City Manager’s designee, would cause a pedestrian or jogger to trip or slip, or that would deflect or abruptly stop a wheeled vehicle, such as a wheelchair or skateboard, etc., shall be repaired. The following criteria are a guide to the City Manager or the City Manager’s designee in evaluating if a sidewalk presents a public hazard warranting its repair. In all cases, the judgment of the City Manager or the City Manager’s designee will be the controlling factor in the determination of whether or not a sidewalk creates a hazard requiring correction.

1. Adjoining sections or portions thereof whose edges differ vertically by more than $\frac{3}{4}$ inch.
2. Any section having a crack(s) or hole(s) greater than two inches wide by two inches deep.
3. Sections that have a sudden dip or rise in grade (tangents with slope difference more than 2 inches per foot with no radius at the intersection point).
4. Sections having depressions, reverse cross-slope (draining water away from street) or below curb grade so as to impound mud or water.
5. Sections that have raveled or spalled resulting in aggregate protruding more than $\frac{3}{4}$ inch above the surface.
6. Paved or landscaped areas between the curb and sidewalk that protrude above the sidewalk and cause water to pond, drain, or flow along the sidewalk. This condition shall be corrected by lowering the area to a grade line between curb and sidewalk.
7. Repairs of utility vaults, valves or boxes that are not to proper grade shall be the responsibility of the appropriate utility company or City, together with any adjacent sidewalk defects in connection with such appurtenances.
8. The City Manager may refer to the City Council the decision in its discretion to determine reconstruction responsibility for sidewalk defects that occur as a result of major flooding or any other similar occurrence.

1 BILL NO. ____

A BILL

ORDINANCE NO.
20~~1908~~-_____

3 FOR

5 AN ORDINANCE

6
7 RELATING TO STREET OBSTRUCTIONS AND
8 DEBRIS ON PUBLIC RIGHT-OF-WAY; REPEALING
9 ORDINANCE NO. ~~2008-57896-347~~

11 The City of Keizer ordains as follows:

12 Section 1. OBSTRUCTIONS.

13 a) It shall be unlawful for any person in connection with construction,
14 landscaping or remodeling projects to place, park, leave, deposit or
15 maintain any structure, barricade, object or other obstruction (other than
16 lawfully parked vehicles) on any public street, city right-of-way, easement
17 or sidewalk without first notifying the Director of Public Works or his/her
18 designee and obtaining his/her written permission.

19 b) It shall be unlawful for any person to deposit or cause to be deposited bark
20 dust, mud, dirt, sand, gravel, or debris of any kind on any public street,
21 easement, right-of-way or sidewalks except during active building
22 construction or excavation operations and if the deposit is approved in
23 writing in advance by the Public Works Director or his/her designee,

1 requiring the person in charge to post lighted barricades, flagmen, or other
 2 safety precautions to warn motorists of the hazard.

3 c) Persons wishing to receive Public Works permission as referenced in
 4 Subsection 1(a) or 1(b) above shall submit a written plan indicating the
 5 type of project, the materials or objects to be left in the right-of-way and
 6 other relevant facts such as hours of use, etc. Upon review of such plan,
 7 the Director of Public Works or his/her designee may impose such
 8 reasonable conditions as hours of use, duration of use, barricading,
 9 lighting or other markings which he deems necessary to protect the safety
 10 of persons and property in the vicinity, and to provide for the expeditious
 11 movement of vehicular and pedestrian traffic around the obstruction.

12 d) Except as specifically allowed in this Ordinance or as allowed by other
 13 specific state or local law or regulation, it shall be unlawful to place, leave
 14 or maintain any obstruction (other than lawfully parked vehicles) in any
 15 public street, city right-of-way, easement or sidewalk.

16 e) Basketball Hoop Equipment or Standards ("Standards") shall be only
 17 allowed on Local Streets, subject to the following requirements:
 18

1. Standards shall be removed when not in active use. Whether in active use or not, Standards shall be removed between the hours of 10:00 P.M. and 7:00 A.M. the next day.

2. Standards shall not impede any travel lane.

3. Reflectors or reflective tape shall be placed on both sides of the Standards so as to be visible to motorists at night.

4. Standards may only be placed in right-of-way where vehicles can lawfully park.

5. Standards shall not be placed in any portion of a sidewalk or walkway.

Section 2. EROSION CONTROL REQUIREMENTS.

- a) It shall be unlawful to violate any required erosion control measures imposed under federal, state or local law or regulations, including, but not limited to any measures imposed as conditions of any land use or other governmental approvals. This includes, but is not limited to, subdivisions, zone change approvals, partition approvals, building permits, and any requirements set forth in National Pollutant Discharge Elimination System Phase II permits or other permits held by the City.

1 Section 3. PENALTIES/REMEDIES.

2 a) A violation of this Ordinance is an infraction under the Civil Infraction
3 Ordinance. (Ordinance No. 86-063).

4 b) In addition to the penalties provided in Ordinance No. 86-063, the Court may
5 impose penalties against the responsible person for the cost incurred by the
6 City to remove any obstruction or debris.

7 c) A violation of this Ordinance is declared to be a public nuisance and may be
8 abated pursuant to the Uniform Nuisance Abatement Procedure Ordinance
9 (Ordinance No. 94-282).

10 Section 4. ORDINANCE NO. ~~2008-57896-347~~ REPEALED. Ordinance No. 2008-
11 57896-347 (Relating to Street Obstructions and Debris on Public Right of Ways;
12 Declaring Public Nuisance) adopted on July 7, 2008~~May 6, 1996~~ is hereby repealed.

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1 Section 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or
 2 portion of this Ordinance is for any reason held invalid or unconstitutional, or is denied
 3 acknowledgment by any court or board of competent jurisdiction, including, but not
 4 limited to the Land Use Board of Appeals, the Land Conservation and Development
 5 Commission and the Department of Land Conservation and Development, then such
 6 portion shall be deemed a separate, distinct, and independent provision and such holding
 7 shall not affect the validity of the remaining portions hereof.

8 Section 6. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after
 9 its passage.

10 PASSED this _____ day of _____, 201908.

11
 12 SIGNED this _____ day of _____, 201908.

13

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19

 Mayor

 City Recorder

1 A BILL ORDINANCE NO.
 2 2019-_____
 3 FOR
 4
 5 AN ORDINANCE
 6
 7

8 REGULATING THE MAINTENANCE, RECONSTRUCTION,
 9 ALTERATION AND REPAIR OF SIDEWALKS; **REPEALING**
 10 **ORDINANCE NO. 2016-758**
 11
 12

13 WHEREAS, the City Council has reviewed the general condition of sidewalks in
 14 the City of Keizer;

15 WHEREAS, the City Council has reviewed the City's financial resources;

16 WHEREAS, the responsibility for maintenance and repair of sidewalks prior to
 17 November 1982 was by statute placed on property owners;

18 WHEREAS, the courts have upheld the right of cities to place the responsibility
 19 for maintenance and repair of sidewalks upon the property owners;

20 WHEREAS, the City Council adopted Ordinance No. 86-074 regulating the
 21 reconstruction, alteration and repair of sidewalks on December 15, 1986;

22 WHEREAS, the City Council has determined that it is in the best interest of the
 23 public health, safety, and welfare that responsibility for maintenance and repair of
 24 sidewalks continue to be placed upon the abutting property owners in the City;

25 WHEREAS, it is appropriate that abutting property owners be liable for injuries
 26 caused by defective sidewalks;

1 The City of Keizer ordains as follows:

2 Section 1. FINDINGS. The City Council of the City of Keizer makes the
3 following findings:

4 (A) The general condition of sidewalks overall in Keizer is adequate and not a
5 danger to the public.

6 (B) Keizer is without sufficient staff resources for the continual inspection and
7 repair of sidewalks or the removal of trees, shrubs or roots obstructing or damaging
8 sidewalks.

9 (C) Keizer is without sufficient funds to hire additional staff to continually
10 inspect or repair sidewalks within the City.

11 (D) Keizer is without sufficient funds to undertake the ongoing inspection,
12 repair and maintenance of sidewalks within the City.

13 Section 2. SIDEWALK MAINTENANCE STANDARDS; INSPECTIONS.

14 (A) The standards for the maintenance of sidewalks in usable condition are
15 attached hereto as Exhibit “1” and by this reference incorporated herein. The City
16 Manager may prescribe additional standards for the maintenance of sidewalks in usable
17 condition if the City Manager deems it appropriate to maintain the effective use of
18 sidewalk surfaces by pedestrians.

19 (B) Whenever the City Manager or designee learns of any condition in a
20 sidewalk which may not conform to the standards specified in subsection (A) of this

1 section, the City Manager or designee shall cause the sidewalk to be inspected and, if not
 2 in compliance with the standards herein, shall proceed as provided in Section 4.

3 (C) As used herein, “sidewalk” means all paved surface lying between the
 4 curb-lines or the lateral lines of the public roadway and the adjacent property lines, or
 5 lying within a public easement adjacent to a public roadway, that is intended for the use
 6 by pedestrians.

7 (1) “Sidewalk” does not include “Bicycle Lane” or “Bicycle Path” as those
 8 terms are defined by Oregon statutes.

9 Section 3. DUTIES OF ABUTTING OWNER.

10 (A) It shall be the affirmative duty of every owner of property abutting a
 11 sidewalk to maintain the sidewalk in accordance with the standards adopted pursuant to
 12 Section 2.

13 (B) It shall be the duty of such owner, either upon notice given pursuant to
 14 Section 4, or upon acquiring actual knowledge that the sidewalk abutting such owner’s
 15 property does not comply with the standards adopted pursuant to Section 2 do all of the
 16 following:

17 (1) Immediately post barricades or warning devices reasonably calculated to
 18 provide notice of the defect to pedestrians using the sidewalk;

19 (2) Cause repair or reconstruction of the sidewalk to the then current
 20 specifications after obtaining a permit if required by Section 7;

1 (3) Insure that the barricades or warning devices remain in place until the
2 reconstruction or repairs are completed.

3 Section 4. NOTICE TO REPAIR; ACTION UPON REFUSAL; APPEAL.

4 (A) If, upon inspection as provided in Section 2, the City Manager or designee
5 determines that a sidewalk or portion thereof does not meet the standards provided in
6 Section 2, the City Manager or designee shall cause written notice of the defect to be
7 mailed to the owner or owners of the property abutting the sidewalk. Such notice shall
8 describe the defect, require compliance as provided in Section 3, and this section, and
9 give notice of the applicable provisions of this section. The notice shall be mailed to the
10 subject property AND to the address listed in the Marion County Tax Assessor's record.

11 (B) The notice shall give notice of the property owner's liability pursuant to
12 Section 5.

13 (C) Unless exempt under Section 7, the notice shall require that a permit to
14 undertake repair or reconstruction as required by Section 7 be obtained within ten (10)
15 calendar days of the date of the notice, and that the work be completed within the time
16 period determined by the City Manager or designee considering limitations of weather
17 and season, not to exceed sixty (60) days. Such period may be extended in the City
18 Manager's or designee's discretion upon written application showing good cause
19 therefor. The notice shall also state that warning devices or barricades must be placed
20 and maintained by the owner until repair/replacement is complete.

1 (D) If, in the opinion of the City Manager or designee, the defect in the
 2 sidewalk represents an immediate and extreme hazard, the City Manager or designee
 3 may cause barricades or warning devices to be immediately placed to give warning of the
 4 hazard; and shall, if the abutting property is occupied, give written notice to the occupant
 5 that such barricades or warning devices have been erected, from which time it shall be
 6 the responsibility of both the owner and occupant to maintain adequate barricades or
 7 warning devices continually in place. Within ten (10) days of notice under this section,
 8 both the owner and occupant shall be responsible for placing substitute barricades or
 9 warnings in which event the City Manager or designee shall cause the City's equipment
 10 to be removed.

11 (E) Any person to whom the notice prescribed in subsection (A) of this section
 12 is directed may appeal therefrom to the Council by giving written notice of appeal to the
 13 City Recorder within ten (10) days of the date the notice was mailed or delivered
 14 whichever is the earlier date. The notice of appeal shall state one or more of the
 15 following grounds:

16 (1) That the alleged defect is not in violation of the standards adopted
 17 under Section 2.

18 (2) That the alleged defect is not hazardous in fact because of special
 19 conditions in the particular case.

20 (3) That the compliance period is unreasonable.

1 (4) That a requested extension of the compliance period was
2 unreasonably denied.

3 (5) That the person to whom notice has been given is not the owner of
4 the property adjacent to the allegedly defective sidewalk.

5 (F) Upon receiving a notice of appeal, the City Recorder shall set the matter
6 for public hearing before the Council and give notice thereof to the appellant. Following
7 the hearing, the Council may affirm, reverse, or modify the City Manager's or designee's
8 action.

9 (G) If no appeal is filed within the time provided in subsection (E) of this
10 section and if required, no required permit has been obtained or the repairs are not
11 completed as required by the notice, or if the direction of the Council following an
12 appeal is not complied with, the City Manager or designee may proceed as provided in
13 Section 6.

14 Section 5. LIABILITY FOR DAMAGES.

15 (A) The owner of property abutting to a sidewalk that fails to comply with
16 applicable standards shall be liable to any person suffering bodily injuries, property
17 damage, or both, as a result of any breach of the duty imposed upon the owner under
18 Section 3.

19 (B) In the event any action naming the City or any of its officers, employees, or
20 agents is brought as a result of any alleged defective condition in a sidewalk, the owner

1 of property abutting the defective sidewalk shall indemnify and defend the City, its
 2 officers, employees and agents, if the defective condition was the result of the duty
 3 imposed upon the owner under Section 3.

4 (C) Neither the City nor its officers, employees, or agents acting in the course
 5 and scope of their duties shall be liable to any person who asserts a claim based upon
 6 bodily injuries or property damage as a result of any breach of the duty imposed upon the
 7 owner under Section 3.

8 Section 6. PROCEDURE FOR INITIATING SIDEWALK REPAIR AFTER
 9 NOTICE.

10 (A) If a property owner fails to take action in accordance with Section 4 and
 11 the notice sent to the property owner, then the City Manager or designee may, but is not
 12 required to, proceed to construct, reconstruct, clean, repair, or take such action as is
 13 necessary to bring a sidewalk or the space below or around the sidewalk into
 14 conformance with this Ordinance. The decision to take any action under this subsection
 15 is in the sole discretion of the City Manager or designee taking into account such factors
 16 that include, but are not limited to, available funding and the severity of the existing
 17 sidewalk defect.

18 (B) Where the City Manager or designee takes action under subsection 6(A) of
 19 this Ordinance, the City Manager or designee shall keep an accurate account of the cost
 20 of labor, including inspection services, and material required for the construction,

1 reconstruction, cleaning, repair, or other action necessary to bring the sidewalk into
2 compliance with this Ordinance. Such cost, plus an amount equal to ten percent of the
3 cost of labor and materials to defray administrative costs, including, but not limited to
4 preparing and serving the notice, engineering, and advertising, shall be a lien upon the
5 owner's property.

6 (C) When the City shall have done, or shall have caused to be done, any work,
7 as described above, and when the cost thereof shall have been determined, the City shall,
8 by first-class and certified mail, notify the owner or owners of the premises abutting or
9 adjoin the sidewalk or property between the same and the adjacent land that the work has
10 been done and that the cost thereof is being charged to the owner and shall become a lien
11 against and upon the premises, which notice shall be in writing, giving the description of
12 the premises affected, the cost of work done and a brief description of the type of work
13 done, and shall notify the owner that unless said costs are paid within thirty (30) days
14 from the date of giving notice that the costs shall be entered in the lien records of the
15 City.

16 (D) If the cost is not paid within thirty (30) days from the giving of the notice
17 described in Section 6(C) above, the Council shall, by Ordinance, direct the City
18 Recorder to enter in the docket of City liens the amount assessed upon the particular tract
19 or parcel of land with the names of the record owners thereof. Upon such entry in the
20 lien docket the amount so entered shall be immediately due and payable and shall be a

1 lien and charge upon the respective lots, tracts or parcels of land against which the same
 2 are placed. Such lien shall be first and prior to all other liens, except as otherwise
 3 provided by law. Interest shall be charged at the rate of nine percent (9%) per annum
 4 until paid on all amounts not paid within thirty (30) days from the date of such entry.
 5 The collection or foreclosure of such lien shall be done or performed substantially in the
 6 same manner as assessments for local improvements. Minor irregularities and
 7 informalities shall be disregarded.

8 Section 7. PERMIT TO RECONSTRUCT OR REPAIR REQUIRED. No
 9 person shall alter, reconstruct or repair any sidewalk without first obtaining a permit to
 10 do so from the City. If the total area of reconstruction or repair is less than fifteen (15)
 11 lineal feet and not located in a driveway or Americans with Disabilities Act ramp area,
 12 then such person is exempt from this permit requirement. Regardless of whether a
 13 permit is required, all work on the sidewalk area shall meet applicable requirements,
 14 including, but not limited to, the requirements of the Americans with Disabilities Act.

15 Section 8. APPLICATION. Application for the permit required by Section 7
 16 shall be made to the Public Works Department and shall describe the location, width,
 17 length, and material proposed to be used, and shall contain such other information as the
 18 City Manager or designee may deem necessary to secure compliance with the provisions
 19 of this Ordinance. The applicant shall be accompanied with a permit fee in the amount
 20 as prescribed by Resolution of the City Council.

1 Section 9. DUTY OF PROPERTY OWNERS TO KEEP SIDEWALKS SAFE,
2 CLEAN, ETC.

3 (A) To allow safe use by the public, it shall be the duty of the owners, lessees,
4 and occupants of all property abutting upon or adjacent to any sidewalk to keep such
5 sidewalk free from obstructions unless allowed by this or other Ordinance, and as
6 reasonably free from excess accumulation of ice, snow, dirt, vegetation, or debris as
7 circumstances shall allow.

8 (B) Recreational vehicles lawfully parked shall be allowed to be served with an
9 electrical cord or hose provided the crossing of any sidewalk shall be no greater than ¾”
10 in height and is protected with an adequate strip protector, cones or other devices.

11 (C) The owners, lessees, and occupants shall be liable to any person suffering
12 bodily injuries or property damage as a result of any breach of a duty imposed under
13 subsection (A) of this section.

14 (D) In the event any action naming the City or any of its officers, employees, or
15 agents is brought as a result of any failure to comply with the duty imposed under
16 subsection (A) of this section, the owner of the property abutting the defective sidewalk
17 shall indemnify and defend the City, its officers, employees, and agents, in the event it is
18 established in such action that the occurrence or condition giving rise to the action could
19 have been prevented had such owner not breached a duty imposed under subsection (A)
20 of this section.

1 (E) Neither the City nor its officers, employees, or agents acting in the scope of
 2 their duties shall be liable to any person having a remedy under subsection (C) of this
 3 section.

4 (F) Whenever any owner, lessee, or occupant of any property neglects to
 5 perform the duty imposed under subsection (A) of this Section, the City Manager or
 6 designee shall post and mail a notice and order the owner, lessee, or occupant to remedy
 7 such neglect. Such notice shall describe the neglect, require compliance as provided in
 8 this section, and give notice of the property owner's liability pursuant to this section.
 9 The notice shall be effective upon posting upon the owner's property. In case the person
 10 then fails to make such sidewalk safe or to clean the same or to clear the same of ice,
 11 snow, dirt, vegetation, or debris within such time as the City Manager or designee may
 12 have specified in the notice and order, then the City Manager or designee shall proceed
 13 as provided in Section 11(B) or 11(C).

14 Section 10. COMPLIANCE WITH ORDINANCE. It shall be unlawful for the
 15 owner, lessee, or occupant of any property, or for any contractor, agent or employee of
 16 such persons, to construct, reconstruct, or repair any sidewalk in any manner contrary to
 17 the provisions of this Ordinance, or any permit or order issued under this Ordinance. It
 18 shall be unlawful for the owner, lessee, or occupant of any property to fail to maintain
 19 any sidewalk in accordance with the provisions of this Ordinance.

20

Section 11. PERMIT REVOCATION; INFRACTION; REMEDIES.

(A) Permit Revocation.

(1) The City Manager or designee may revoke a permit required by this Ordinance upon a finding that:

(a) Inaccurate information was used to obtain the permit;

(b) The applicant is not complying with the terms of the permit or the provisions of this Ordinance;

(c) The work is, or threatens to become a hazard to property or public safety; is adversely affecting or about to adversely affect adjacent property or rights-of-way; or is otherwise adversely affecting the public health, safety, or welfare.

(2) The City Manager or designee shall issue a written notice specifying the nature of the violation or problem which must be remedied prior to resuming other work on the project.

(B) Compliance. Any owner who fails to comply with the requirements of this Ordinance, including any notice hereunder, or does not comply with the terms of a required permit; or who undertakes an activity regulated by this Ordinance without first obtaining a required permit; or who fails to stop work if a permit has been revoked, shall be subject to a city infraction not to exceed \$500 per violation. Each day that a violation continues shall constitute a separate violation.

1 (C) With regard to violations under Section 9, a violation of this Ordinance is
 2 declared to be a public nuisance and may be abated pursuant to the Uniform Nuisance
 3 Abatement Procedure Ordinance (Ordinance No. 94-282).

4 (D) The remedies provided in this Ordinance are cumulative and not mutually
 5 exclusive and are in addition to any other rights, remedies and penalties available to the
 6 City under any other provision of law.

7 Section 12. REPEAL OF ORDINANCE NO. 2016-758. Ordinance No. 2016-
 8 758 (An Ordinance Regulating the Maintenance, Reconstruction, Alteration and Repair
 9 of Sidewalks) is hereby repealed in its entirety, but such Ordinance shall remain in force
 10 for the purpose of enforcing any violation under such Ordinance that existed prior to the
 11 date of this Ordinance.

12 Section 13. EFFECTIVE DATE. This Ordinance shall take effect thirty (30)
 13 days after its passage.

14 PASSED this _____ day of _____, 2019.

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16 SIGNED this _____ day of _____, 2019.

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 Mayor

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 City Recorder

EXHIBIT “1”

SIDEWALK REPAIR CRITERIA

Sidewalk defects that, in the judgment of the City Manager or the City Manager’s designee, would cause a pedestrian or jogger to trip or slip, or that would deflect or abruptly stop a wheeled vehicle, such as a wheelchair or skateboard, etc., shall be repaired. The following criteria are a guide to the City Manager or the City Manager’s designee in evaluating if a sidewalk presents a public hazard warranting its repair. In all cases, the judgment of the City Manager or the City Manager’s designee will be the controlling factor in the determination of whether or not a sidewalk creates a hazard requiring correction.

1. Adjoining sections or portions thereof whose edges differ vertically by more than $\frac{3}{4}$ inch.
2. Any section having a crack(s) or hole(s) greater than two inches wide by two inches deep.
3. Sections that have a sudden dip or rise in grade (tangents with slope difference more than 2 inches per foot with no radius at the intersection point).
4. Sections having depressions, reverse cross-slope (draining water away from street) or below curb grade so as to impound mud or water.
5. Sections that have raveled or spalled resulting in aggregate protruding more than $\frac{3}{4}$ inch above the surface.
6. Paved or landscaped areas between the curb and sidewalk that protrude above the sidewalk and cause water to pond, drain, or flow along the sidewalk. This condition shall be corrected by lowering the area to a grade line between curb and sidewalk.
7. Repairs of utility vaults, valves or boxes that are not to proper grade shall be the responsibility of the appropriate utility company or City, together with any adjacent sidewalk defects in connection with such appurtenances.
8. The City Manager may refer to the City Council the decision in its discretion to determine reconstruction responsibility for sidewalk defects that occur as a result of major flooding or any other similar occurrence.

1 BILL NO. _____ A BILL ORDINANCE NO.
 2 2019-_____

3 FOR

4
 5 AN ORDINANCE

6
 7 RELATING TO STREET OBSTRUCTIONS AND
 8 DEBRIS ON PUBLIC RIGHT-OF-WAY; REPEALING
 9 ORDINANCE NO. 2008-578

10

11 The City of Keizer ordains as follows:

12 Section 1. OBSTRUCTIONS.

13 a) It shall be unlawful for any person in connection with construction,
 14 landscaping or remodeling projects to place, park, leave, deposit or
 15 maintain any structure, barricade, object or other obstruction (other than
 16 lawfully parked vehicles) on any public street, city right-of-way, easement
 17 or sidewalk without first notifying the Director of Public Works or his/her
 18 designee and obtaining his/her written permission.

19 b) It shall be unlawful for any person to deposit or cause to be deposited bark
 20 dust, mud, dirt, sand, gravel, or debris of any kind on any public street,
 21 easement, right-of-way or sidewalks except during active building
 22 construction or excavation operations and if the deposit is approved in
 23 writing in advance by the Public Works Director or his/her designee,

Page 1 - ORDINANCE NO. 2019-_____

Keizer City Attorney
 930 Chemawa Road NE
 PO Box 21000
 Keizer, Oregon 97307
 503-856-3433

1 requiring the person in charge to post lighted barricades, flagmen, or other
2 safety precautions to warn motorists of the hazard.

3 c) Persons wishing to receive Public Works permission as referenced in
4 Subsection 1(a) or 1(b) above shall submit a written plan indicating the
5 type of project, the materials or objects to be left in the right-of-way and
6 other relevant facts such as hours of use, etc. Upon review of such plan,
7 the Director of Public Works or his/her designee may impose such
8 reasonable conditions as hours of use, duration of use, barricading,
9 lighting or other markings which he deems necessary to protect the safety
10 of persons and property in the vicinity, and to provide for the expeditious
11 movement of vehicular and pedestrian traffic around the obstruction.

12 d) Except as specifically allowed in this Ordinance or as allowed by other
13 specific state or local law or regulation, it shall be unlawful to place, leave
14 or maintain any obstruction (other than lawfully parked vehicles) in any
15 public street, city right-of-way, easement or sidewalk.

16 e) Basketball Hoop Equipment or Standards ("Standards") shall be only
17 allowed on Local Streets, subject to the following requirements:
18

1. Standards shall be removed when not in active use. Whether in active use or not, Standards shall be removed between the hours of 10:00 P.M. and 7:00 A.M. the next day.
2. Standards shall not impede any travel lane.
3. Reflectors or reflective tape shall be placed on both sides of the Standards so as to be visible to motorists at night.
4. Standards may only be placed in right-of-way where vehicles can lawfully park.
5. Standards shall not be placed in any portion of a sidewalk or walkway.

Section 2. EROSION CONTROL REQUIREMENTS.

- a) It shall be unlawful to violate any required erosion control measures imposed under federal, state or local law or regulations, including, but not limited to any measures imposed as conditions of any land use or other governmental approvals. This includes, but is not limited to, subdivisions, zone change approvals, partition approvals, building permits, and any requirements set forth in National Pollutant Discharge Elimination System Phase II permits or other permits held by the City.

1 Section 3. PENALTIES/REMEDIES.

2 a) A violation of this Ordinance is an infraction under the Civil Infraction
3 Ordinance. (Ordinance No. 86-063).

4 b) In addition to the penalties provided in Ordinance No. 86-063, the Court may
5 impose penalties against the responsible person for the cost incurred by the
6 City to remove any obstruction or debris.

7 c) A violation of this Ordinance is declared to be a public nuisance and may be
8 abated pursuant to the Uniform Nuisance Abatement Procedure Ordinance
9 (Ordinance No. 94-282).

10 Section 4. ORDINANCE NO. 2008-578 REPEALED. Ordinance No. 2008-578
11 (Relating to Street Obstructions and Debris on Public Right of Ways) adopted on July 7,
12 2008 is hereby repealed.

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1 Section 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or
 2 portion of this Ordinance is for any reason held invalid or unconstitutional, or is denied
 3 acknowledgment by any court or board of competent jurisdiction, including, but not
 4 limited to the Land Use Board of Appeals, the Land Conservation and Development
 5 Commission and the Department of Land Conservation and Development, then such
 6 portion shall be deemed a separate, distinct, and independent provision and such holding
 7 shall not affect the validity of the remaining portions hereof.

8 Section 6. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after
 9 its passage.

10 PASSED this _____ day of _____, 2019.

11

12 SIGNED this _____ day of _____, 2019.

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Mayor

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City Recorder

CITY COUNCIL MEETING: September 3, 2019_____

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

**SUBJECT: ESTABLISHING A NO PARKING ZONE ON MAINE AVENUE NE AT
RIVER ROAD**

DATE: August 26, 2019

BACKGROUND:

Staff was contacted by a resident on Maine Avenue NE about a traffic safety concern caused by vehicles parking on Maine Avenue at the intersection with River Road. The resident provided a written request, included as Exhibit "1", signed by 34 residents representing 24 different properties asking to have the curb painted yellow establishing a No Parking Zone on both sides of Maine Avenue for 65 feet from the intersection with River Road as shown on exhibit "2".

Staff has evaluated the request and believes establishing a No Parking Zone as requested will improve the safety for vehicles turning in to or out of Maine Avenue by increasing the visibility and reducing the congestion at this intersection.

FISCAL IMPACT:

There is minimal fiscal impact with establishing a No Parking Zone at this location and funds are available in the City Council adopted FY 19-20 Street Fund budget.

RECOMMENDATION:

Staff recommends the City Council consider the matter and adopt the attached Order designating the No Parking Zone on Maine Avenue NE as indicated on Exhibit 2.

Please contact me with any questions or concerns.

Exhibit 1

August 11, 2019

To Whom It May Concern,

My name is Theresa Thomson and I reside at 712 Maine Ave. in Keizer. I'm sure that many of you may be aware of the difficulties the residents have had leaving and entering our street. Maine Avenue is a dead end street that has gone through many changes over the years, such as moving the entrance to Wells Fargo and Sherwin Williams, reopening an established driveway to Taco Bell, a business sign obstructing our view on River Road and employees of businesses parking at the end of Maine Avenue next to River Road.

The residents of Maine Avenue are eager for our council to approve painting the curbs on both the south and north sides of our street yellow. This would be from the fire hydrant on the southwest corner of Maine Avenue and River Road to the first driveway at the Back to Health Clinic. This is approximately 65 feet. This would allow drivers more room to navigate entering and exiting what is usually a congested area with a lot of stop and go traffic.

In less than a year both my daughter and I have been rear ended either entering or leaving Maine Avenue. This was mainly due to poor sight lines and a street lined with parked cars. We along with the people that live on our street feel that painting the curbs will help in the safety and convenience to us as residents and others using Maine Ave. This will benefit all the people that utilize Maine Avenue.

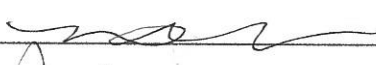
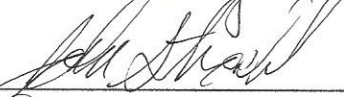
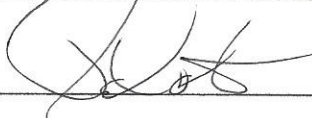
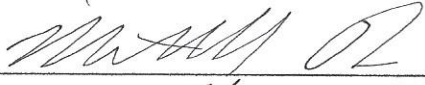
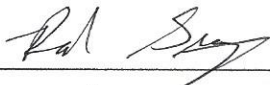
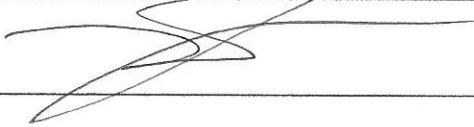
Residents of Maine Avenue know the council is dedicated to facilitating our needs. We appreciate your consideration.

Thank you,

Maine Avenue, Keizer, OR. Residents

Print Name	Signature	House Address
Jan Moch	Jan Moch	733 Maine Ave NE
Larry Moch	Larry Moch	733 " " "
REBBIE KENNEDY	Rebbie Kennedy	743 MAINE
PHIL CARROLL	Phil Carroll	763 MAINE AVE NE
Kevin Claxton	Kevin Claxton	756 MAINE AVE.
KAREN CLAXTON	Karen Claxton	753 MAINE AVE
AGATHA DUNCAN	Agatha Duncan	783 " "
Harry Jack Duncan	Harry Jack Duncan	783 " "
Sim Bowman	Sim Bowman	843 " "
Carole Hamill	Carole Hamill	843 " "
Celeste Aichlmayer	Celeste Aichlmayer	813
Jack Aichlmayer	Jack Aichlmayer	813
Arnold Espinoza	Arnold Espinoza	852
Russell Smith	Russell Smith	672
Dee Smith	Dee Smith	672
Norman West	Norman West	623 Maine

Maine Avenue, Keizer, OR. Residents

Print Name	Signature	House Address
Mary Lou Copeland	Mary L. Copeland	703
Noe Marguer		752
Paula Taylor	Paula Taylor	772
John Stroebel		782
Deborah Stroebel	Deborah Stroebel	782
Jason Carter		822
Michael Dean		832
Jeff Haus		842
Raul Suarez		823
San Key		823
Jose Romivel	Jose Romivel	833
SHERILL WARGNIER	Swagner	622
NORM WARGNIER	Norman Wargnier	622
Penny Ricketts	Penny Ricketts	652
Rick Ricketts	Richard Ricketts	652
Michael Olson		722

Theresa Thomson Theresa Thom 712

Spencer Rothweiler Spencer Rothweiler 712

Not all homeowners live at the location

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 ORDER

4
5 DESIGNATING “NO PARKING” ZONE IN A
6 CERTAIN AREA OF MAINE AVENUE
7 NORTHEAST AT RIVER ROAD, KEIZER,
8 OREGON
9

10 WHEREAS, the City Council of the City of Keizer has authority pursuant to state
11 statute and Keizer Ordinance No. 2017-774 to establish “no parking” zones;

12 WHEREAS, residents have requested that a “no parking” zone be placed in a
13 certain area of Maine Avenue Northeast at River Road to improve the safety for vehicles
14 turning in to or out of Maine Avenue by increasing the visibility and reducing the
15 congestion at the intersection;

16 WHEREAS, the City Council has reviewed the matter and finds that it is
17 appropriate to designate a certain area as “no parking”.

18 NOW, THEREFORE;

19 IT IS HEREBY ORDERED by the City Council of the City of Keizer that a “no
20 parking” zone is hereby established in a certain area of Maine Avenue Northeast at
21 River Road as indicated on the attached exhibit.

22 IT IS HEREBY FURTHER ORDERED that the costs associated with the “no
23 parking” zone be paid from the Street Fund.

1 IT IS HEREBY FURTHER ORDERED that this Order shall take effect
2 immediately upon its passage.

3 PASSED this _____ day of _____, 2019.

4 SIGNED this _____ day of _____, 2019.

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Mayor

City Recorder

Exhibit 2



CITY COUNCIL MEETING: September 3, 2019**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: RESOLUTION RELATING TO THE CREATION OF A DEVELOPMENT COUNCIL TO FORM A CONTINUUM OF CARE COLLABORATIVE GOVERNANCE STRUCTURE

In 2016, the Mid-Willamette Homeless Initiative was established to identify and launch proven strategies to reduce homelessness in the region. The Mid-Willamette Homeless Initiative's strategic plan recommended that the region assess local inclusion in the Rural Oregon Continuum of Care to understand how to best address the problems of homelessness and needs of people experiencing homelessness.

In May 2019 the City Council adopted a Resolution supporting establishing a Continuum of Care for the Mid-Willamette Region and supporting that such Continuum of Care register with the U.S. Department of Housing and Urban Development in 2020 to become eligible for federal funds.

The representatives of the cities of Independence, Keizer, Monmouth, Salem, Marion and Polk Counties, the Salem-Keizer 24J School District, the Mid-Willamette Valley Community Action Agency, the Mid-Willamette Valley Council of Governments, the Union Gospel Mission of Salem, and the United Way of the Mid-Willamette Valley has carefully considered relevant factors and determined that the region could benefit from creating its own Continuum of Care, with enhanced service coordination, local autonomy, and alignment of goals to more effectively reduce homelessness in the region. Those parties are requesting that each affected jurisdiction sign the attached Memorandum of Agreement Relating to the Creation of a Development Council to Form a Continuum of Care Collaborative Governance Structure for the Marion and Polk County Region that allows the creation of a collaborative governance structure that will oversee and manage the development of a Continuum of Care for the Marion and Polk county region of Oregon.

Council should note that the “Financial Contribution Table” attached to the Memorandum of agreement calls for an increase in Keizer’s yearly contribution from \$5,000 to \$10,000 in Fiscal Year 2020-21.

RECOMMENDATION:

Review the matter and if so desired, adopted the attached Resolution.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

AUTHORIZING CITY MANAGER TO SIGN
MEMORANDUM OF AGREEMENT RELATING TO THE
CREATION OF A DEVELOPMENT COUNCIL TO FORM A
CONTINUUM OF CARE COLLABORATIVE GOVERNANCE
STRUCTURE FOR THE MARION AND POLK COUNTY
REGION

WHEREAS, homelessness is a critical issue in the Mid-Willamette region, in
Oregon, and across the nation;

WHEREAS, more than 2,600 homeless individuals in Marion and Polk counties
were identified through evidence-based assessments between October 2016 and January
2019;

WHEREAS, children, families, veterans, and chronically homeless individuals
experiencing mental illness and addictions comprise a large portion of the region's
homeless population;

WHEREAS, the Mid-Willamette Homeless Initiative was established in 2016 "to
identify and launch proven strategies to reduce homelessness" in the region;

WHEREAS, the Mid-Willamette Homeless Initiative's strategic plan
recommended that the region "assess local inclusion in the Rural Oregon Continuum of
Care to understand how best to address the problems of homelessness and needs of
people experiencing homelessness;"

1 WHEREAS, the U.S. Department of Housing and Urban Development created the
2 Continuum of Care program in 1994 as a means for communities across the nation to
3 “engage in multi-year strategic planning for homeless programs and services that are
4 well integrated with planning for mainstream services;” mainstream services denoting
5 public housing, Section 8 housing choice vouchers, and services for runaway and
6 homeless youth, victims of domestic violence, veterans, seniors, and people experiencing
7 addictions and/or mental illness;

8 WHEREAS, in 2011, the Marion-Polk Continuum of Care joined 26 Oregon
9 counties in the “balance of state” Rural Oregon Continuum of Care;

10 WHEREAS, the Mid-Willamette Homeless Initiative Steering Committee
11 requested that the City of Keizer support the establishment of a Continuum of Care;

12 WHEREAS, in May 2019 the Keizer Council adopted a Resolution supporting the
13 establishment of a Continuum of Care for the Mid-Willamette Region and supporting
14 that such Continuum of Care register with the U.S. Department of Housing and Urban
15 Development in 2020 to become eligible for federal funds;

16 WHEREAS, the representatives of the parties to the attached agreement carefully
17 considered relevant factors and determined that the region could benefit from creating its
18 own Continuum of Care, with enhanced service coordination, local autonomy, and
19 alignment of goals to more effectively reduce homelessness in the region;

20

1 WHEREAS, the jurisdictions have negotiated the attached Memorandum of
 2 Agreement Relating to the Creation of a Development Council to Form a Continuum of
 3 Care Collaborative Governance Structure for the Marion and Polk County Region;

4 WHEREAS, the City Council desires to authorize the City Manager to sign such
 5 Memorandum of Agreement;

6 NOW, THEREFORE,

7 BE IT RESOLVED by the City Council of the City of Keizer that the City
 8 Manager is authorized to sign the attached Memorandum of Agreement Relating to the
 9 Creation of a Development Council to Form a Continuum of Care Collaborative
 10 Governance Structure for the Marion and Polk County Region.

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

13 PASSED this _____ day of _____, 2019.

14

15 SIGNED this _____ day of _____, 2019.

16

17

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 Mayor

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21

 City Recorder

**A MEMORANDUM OF AGREEMENT
RELATING TO THE CREATION OF A DEVELOPMENT COUNCIL
TO FORM A CONTINUUM OF CARE COLLABORATIVE GOVERNANCE STRUCTURE
FOR THE MARION AND POLK COUNTY REGION**

This Memorandum of Agreement (“Agreement”) is by and among the City of Independence (“Independence”); the City of Keizer (“Keizer”); the City of Monmouth (“Monmouth”); the City of Salem (“Salem”); Marion County; Polk County; the Salem-Keizer 24J School District; the Mid-Willamette Valley Community Action Agency (“Community Action”); the Mid-Willamette Valley Council of Governments; Union Gospel Mission of Salem; and United Way of the Mid-Willamette Valley, collectively referred to as “the Parties.”

1. RECITALS.

WHEREAS, homelessness is a critical issue in the Mid-Willamette region, in Oregon, and across the nation; and

WHEREAS, more than 2,600 homeless individuals in Marion and Polk counties were identified through evidence-based assessments between October 2016 and January 2019; and

WHEREAS, children, families, veterans, and chronically homeless individuals experiencing mental illness and addictions comprise a large portion of the region’s homeless population; and

WHEREAS, the Mid-Willamette Homeless Initiative’s strategic plan, adopted in 2017, recommended that the region “assess local inclusion in the Rural Oregon Continuum of Care to understand how best to address the problems of homelessness and needs of people experiencing homelessness;” and

WHEREAS, the U.S. Department of Housing and Urban Development created the Continuum of Care program in 1994 as a means for communities across the nation to “engage in multi-year strategic planning for homeless programs and services that are well integrated with planning for mainstream services;” mainstream services denoting public housing, Section 8 housing choice vouchers, and services for runaway and homeless youth, victims of domestic violence, veterans, seniors, and people experiencing addictions and/or mental illness; and

WHEREAS, in 2011, the Marion-Polk Continuum of Care joined 26 Oregon counties in the “balance of state” Rural Oregon Continuum of Care; and

WHEREAS, the parties to this Agreement carefully considered relevant factors and determined that the region could benefit from creating its own Continuum of Care, with enhanced service coordination, local autonomy, and alignment of goals to more effectively reduce homelessness in the region; and

WHEREAS, the parties to this Agreement represent affected local governments, school districts, and nonprofit organizations that contribute to the system of services for people experiencing homelessness, including analyzing system gaps and strengths, investing resources in evidence-based strategies, expanding capacity for shelter and emergency services; conducting the Point-in-Time count of homeless individuals, gathering data through the Homeless Management Information System, and developing and training agencies on a process for Coordinated Entry that targets available resources most effectively;

NOW, THEREFORE, for good and sufficient consideration, the Parties agree as follows.

2. **PURPOSE.** The purpose of this Agreement is to create a collaborative governance structure called the “Development Council” that will oversee and manage the development of a Continuum of Care for the Marion and Polk county region of Oregon. The Agreement sets forth the understanding among the parties to coordinate resources toward this effort.

3. RESPONSIBILITIES.

3.1 Each Party to this Agreement will identify persons to represent each organization’s interests at joint meetings of the Development Council. The designated person(s) will hold elected or senior staff roles in decision-making for the organization.

3.2 The Development Council will meet at least monthly to accomplish the purpose(s) of this Agreement.

3.3 Subject to funding provided through this Agreement, the Mid-Willamette Valley Council of Governments will provide staff support, both contracted and in-kind as well as in-kind materials and services, through April 2020 and will develop proposals for the Development Council to review and consider. To maintain a neutral role in facilitating council meetings, staff representing the Council of Governments will not hold authority to vote on matters placed before the Development Council membership.

3.4 The Development Council membership will consider and make recommendations on the following issues:

- 3.4.1 Nominations of individuals to serve on the new Marion-Polk region’s Continuum of Care’s initial board of directors and steering committee. Board of directors and steering committee members shall represent the various roles required by the U.S. Department of Housing & Urban Development, along with any additional roles deemed of local importance in the system of services for homeless individuals living in Marion and Polk counties;
- 3.4.2 Content of a charter and bylaws for the new Continuum of Care’s board of directors and steering committee that include a HUD-endorsed conflict of interest policy and collaborative decision-making processes, including processes for appointing individuals to serve on the board and committees;
- 3.4.3 A committee structure and organizations recommended to participate on various committees;
- 3.4.4 An identified organization that will serve as the Continuum of Care’s Collaborative Applicant and Unified Funding Agency;

- 3.4.5 A budget and funding strategy that will support Continuum of Care staff and regional priorities to reduce homelessness for the transition and initial five years of the new Continuum of Care's operations;
 - 3.4.6 Position descriptions for staff positions; and
 - 3.4.7 Any other tasks identified by the Parties required for the effective development and management of a Continuum of Care organization.
- 3.5 A majority, defined as 50% plus one, of the appointed, voting Development Council membership will constitute a quorum for the transaction of all business at meetings.
- 3.6 Development Council decisions or recommendations to the future Continuum of Care board of directors shall be made by a majority of the total votes available to the entire appointed, voting Development Council membership, consistent with the votes described in Paragraph 4.2 of this agreement.

4. FINANCIAL CONTRIBUTIONS.

- 4.1 Each Party will make a two-year commitment to contribute funds, contingent on budgetary authority, according to the attached table.
- 4.1.1 Independence, Keizer, Monmouth, Salem, and Marion County will each receive a credit towards this assessment, based on contributions made to the Mid-Willamette Valley Council of Governments for the Mid-Willamette Homeless Initiative's 2019-20 fiscal year.
 - 4.1.2 Community Action will receive credit towards this assessment for in-kind funds applied to providing Homeless Management Information System (HMIS) data for the region.
 - 4.1.3 Contributions for 2019-20 will be submitted by the Parties to the Mid-Willamette Valley Council of Governments by September 1, 2019.
 - 4.1.4 Contributions for 2020-21 will be submitted by the Parties to the Mid-Willamette Valley Council of Governments by September 1, 2020.
 - 4.1.5 The remaining 2018-19 fund balance for the Mid-Willamette Homeless Initiative will be directed towards the purpose(s) of this Agreement.
- 4.2 In recognition of their significant financial contributions to the effort, Marion County and the City of Salem may select two persons to represent each organization's interests at joint meetings of the parties, or in the alternative may select one representative who shall have two votes on any matter.

5. TERM: The term of this Agreement shall run from the date of signature of the last party (Effective Date) until June 30, 2021, unless further extended by the mutual agreement of the parties.

6. ADHERENCE TO LAW: Each party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

7. NON-DISCRIMINATION: Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

8. SUBCONTRACTS: No party will subcontract or assign any part of this Agreement without the written consent of the other parties.

9. TERMINATION: This Agreement will terminate on June 30, 2021, provided, however, any party may terminate its involvement upon giving 30 days written notice. Any party terminating its involvement in this Agreement will receive a pro-rated refund of unobligated monies. Upon termination, a party's obligations under this agreement will cease, provided, however, that a party's obligation to indemnify shall survive termination of this Agreement.

10. INDEMNIFICATION: Subject to the conditions and limitation of the Oregon Constitution and the Oregon Tort Claims Act, the parties shall indemnify, defend, and hold harmless each other from and against all liability, loss, and costs arising out of or resulting from the acts of that party, its officers, employees, and agents in the performance of this Agreement.

11. AMENDMENTS: This Agreement may be modified or amended only by the written agreement of the Parties. Other governmental jurisdictions and agencies may be added to this Agreement by an amendment with the consent of the parties.

12. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement of the parties. This Agreement may be signed in counterpart, and the individuals signing this Agreement warrant that they have the authority to do so and to bind their respective organizations to the terms and conditions of this Agreement.

ATTACHMENT 1	(FINAL) FINANCIAL CONTRIBUTIONS TABLE		
Memorandum of Agreement Relating to the Creation of a Development Council to Form a Continuum of Care Collaborative Governance Structure for the Marion and Polk County Region	2019-20	2020-21	TOTAL
	Funding Target		
Jurisdiction	106,000	106,000	212,000
Marion County (less member cities)	\$ 45,000	\$ 40,000	\$ 85,000
City of Aumsville			
City of Aurora			
City of Detroit			
City of Donald			
City of Gates			
City of Gervais			
City of Hubbard			
City of Idanha			
City of Jefferson			
City of Keizer	\$ 5,000	\$ 10,000	\$ 15,000
City of Mill City			
City of Mt. Angel			
City of St. Paul			
City of Scotts Mills			
City of Silverton			
City of Stayton			
City of Sublimity			
City of Turner			
City of Woodburn			
Polk County (less member cities)	\$ 6,000	TBD	\$ 6,000
City of Dallas			
City of Falls City			
City of Independence	\$ 5,000	\$ 5,000	\$ 10,000
City of Monmouth	\$ 5,000	\$ 6,000	\$ 11,000
MARION AND POLK COUNTIES			
City of Salem	\$ 45,000	\$ 40,000	\$ 85,000
SPECIAL DISTRICTS			
Salem Area Transit District			
Chemeketa Community College			
Salem/Keizer School District	\$ 5,000	TBD	\$ 5,000
Willamette ESD			
Confederated Tribes of the Grand Ronde			
Community of Oregon			\$ -
NONPROFIT ORGANIZATIONS			
Union Gospel Mission of Salem	\$ 1,000	TBD*	\$ 1,000
United Way of the Mid-Willamette Valley	\$ 1,000	TBD*	\$ 1,000
Mid-Willamette Valley Community Action Agency	*	*	*
TOTALS	\$ 118,000	\$ 101,000	\$ 219,000
*Denotes in-kind credit for system supports			

CITY COUNCIL MEETING: September 3, 2019_____

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: PARKS VEHICLE PURCHASE

DATE: August 26, 2019

BACKGROUND:

At the August 5th, 2019 City Council meeting the City Council authorized the City Manager to issue a purchase order to acquire a 2019 Ford F-250 4x2 pickup truck to replace a 1999 Ford F250 pickup truck. Upon submitting the purchase order to the dealer the City was informed that the manufacturer is no longer accepting orders for the 2019 model year.

Staff has obtained an updated quote for a 2020 model year Ford F-250 4x2 pickup truck equipped the same as the 2019 model year vehicle. This purchase is through the Oregon Cooperative Procurement Program (ORCPP) which provided the best price to the City. Purchase of this vehicle will be from Landmark Ford for a cost of \$29,371.90 with a trade in allowance for the 1999 Ford F-250 of \$1,000.00 which brings the final purchase price to \$28,371.90.

FISCAL IMPACT:

Funds are available in the FY 19/20 Parks Services Fund.

RECOMMENDATION:

Staff recommends City Council adopt the attached Resolution authorizing the City Manager to purchase a 2020 Ford F250 4x2 pickup truck from Landmark Ford for \$28,371.90 and trade in a 1999 Ford F-250 4x2 pickup.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

AUTHORIZING THE CITY MANAGER TO PURCHASE 2020
FORD F-250 VEHICLE FOR THE PARKS DIVISION OF THE
PUBLIC WORKS DEPARTMENT AND AUTHORIZING
DISPOSITION OF SURPLUS PROPERTY; **REPEAL OF
RESOLUTION R2019-3010**

WHEREAS, the City of Keizer has funds budgeted in the 2019-2020 Parks
Services Fund to purchase a new vehicle to replace a 1999 Ford 250 pickup used
primarily by the Parks Division;

WHEREAS, the City Council authorized the purchase of a 2019 Ford F-250
Vehicles by Resolution R2019-3010;

WHEREAS, upon submittal of the purchase order, it was determined that the
2019 model was no longer available;

WHEREAS, the City has determined procurement through the Oregon
Cooperative Procurement Program (ORCPP) provided the best price of \$28,371.90 for a
2020 Ford F-250 vehicle after the trade in allowance for the 1999 Ford F-250 of
\$1,000.00 from Landmark Ford;

WHEREAS, Ordinance No. 2008-579 allows the disposal of City-owned surplus
property by several methods, including any method that in the City's discretion is in the
best interests of the City;

WHEREAS, staff has recommended the disposal of the 1999 Ford 250 as surplus
property because it is no longer useful or needed;

1 WHEREAS, the City Manager approves of the disposal of the 1990 Ford 250 as
2 surplus property;

3 NOW, THEREFORE,

4 BE IT RESOLVED by the City Council of the City of Keizer that the City
5 Manager is hereby authorized to purchase a 2020 Ford F-250 vehicle from Landmark
6 Ford for a purchase price up to \$28,371.90 after trade-in credits described below.

7 BE IT FURTHER RESOLVED that the City Council of the City of Keizer
8 declares the 1999 Ford -250 as surplus property.

9 BE IT FURTHER RESOLVED that the 1999 Ford F-250 be disposed of by use as
10 a trade-in against the 2020 F-250 vehicle with a value of \$1,000.00.

11 BE IT FURTHER RESOLVED that the City Manager is authorized to take any
12 and all necessary acts to effectuate the purchase of the 2020 Ford F-250 vehicle and the
13 disposal of the surplus property.

14 BE IT FURTHER RESOLVED that Resolution R2019-3010 is hereby repealed in
15 its entirety.

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

18 PASSED this _____ day of _____, 2019.

19 SIGNED this _____ day of _____, 2019.

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Mayor

City Recorder

CITY COUNCIL MEETING: September 3, 2019_____

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPELY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: DUMP TRUCK PURCHASE

DATE: August 26, 2019

BACKGROUND:

The Department of Public Works allocated funding in the FY 19/20 operations funds to purchase a new 10 yard dump truck to be used on various construction and maintenance projects throughout the City. The new dump truck will be a 2020 Peterbilt 384 Dump Truck with a Pioneer Truck Weld Box. This truck replaces a 1991 International dump truck.

Staff researched pricing for this vehicle and determined procurement through the Oregon Cooperative Procurement Program (ORCPP) provided the best price to the City. Purchase of this vehicle will be from DSU Peterbilt for a cost of \$140,646 with a trade in allowance for the 1991 International of \$12,500.00 which brings the final purchase price to \$128,146.00.

FISCAL IMPACT:

The funds for the purchase of this truck chassis and dump box are included in the City Council adopted FY 19/20 Water Fund, Stormwater Fund, Streets Fund and Parks Services Fund budgets.

RECOMMENDATION:

Staff recommends Council adopt the attached resolution authorizing the City Manger to purchase a 2020 Peterbilt 384 dump truck and Pioneer Truck weld box from DSU Peterbilt for \$128,146.00 and trade in a 1991 International 4900 dump truck.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

AUTHORIZING THE CITY MANAGER TO PURCHASE 2020
PETERBILT 384 DUMP TRUCK AND PIONEER TRUCK WELD
BOX FOR THE PUBLIC WORKS DEPARTMENT AND
AUTHORIZING DISPOSITION OF SURPLUS PROPERTY

WHEREAS, the City of Keizer has funds budgeted in the 2019-2020 Water,
Stormwater, Streets, and Parks Services Funds to purchase a new vehicle to replace a
1991 International Dump Truck;

WHEREAS, the City has determined procurement through the Oregon
Cooperative Procurement Program (ORCPP) provided the best price of \$128,146.00 for
a 2020 Peterbilt 384 Dump Truck with a Pioneer Truck Weld Box after the trade in
allowance for the 1991 International Dump Truck of \$12,500.00 from DSU Peterbilt;

WHEREAS, Ordinance No. 2008-579 allows the disposal of City-owned surplus
property by several methods, including any method that in the City's discretion is in the
best interests of the City;

WHEREAS, staff has recommended the disposal of the 1991 International Dump
Truck as surplus property because it is no longer useful or needed;

WHEREAS, the City Manager approves of the disposal of the 1991 International
Dump Truck as surplus property;

NOW, THEREFORE,

1 BE IT RESOLVED by the City Council of the City of Keizer that the City
2 Manager is hereby authorized to purchase a 2020 Peterbilt 384 Dump Truck with a
3 Pioneer Truck Weld Box from DSU Peterbilt for a purchase price up to \$128,146.00
4 after trade-in credits described below.

5 BE IT FURTHER RESOLVED that the City Council of the City of Keizer
6 declares the 1991 International Dump Truck as surplus property.

7 BE IT FURTHER RESOLVED that the 1991 International Dump Truck be
8 disposed of by use as a trade-in against the 2020 Peterbilt 384 Dump Truck with a
9 Pioneer Truck Weld Box with a value of \$12,500.00.

10 BE IT FURTHER RESOLVED that the City Manager is authorized to take any
11 and all necessary acts to effectuate the purchase of the 2020 Peterbilt 384 Dump Truck
12 with a Pioneer Truck Weld Box and the disposal of the surplus property.

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

15 PASSED this _____ day of _____, 2019.

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17 SIGNED this _____ day of _____, 2019.

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Mayor

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23

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City Recorder

CITY COUNCIL MEETING: September 3, 2019_____

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: VEHICLE PURCHASE

DATE: August 26, 2019

BACKGROUND:

The City Council adopted FY 19/20 budget included funds from the Water, Stormwater and Streets Funds for the purchase for a new vehicle. The new vehicle will be a 2020 Ford F-150 4x2 pickup truck. This vehicle will be an addition to the fleet and will be used by the various Divisions within the Department for routine maintenance activities that do not require a service vehicle.

Staff researched pricing for this vehicle and determined procurement through the Oregon Cooperative Procurement Program (ORCPP) provided the best price to the City. Purchase of this vehicle will be from Landmark Ford for a cost of \$29,380.94.

FISCAL IMPACT:

Funds are available in the FY 19/20 Water, Stormwater and Streets Funds.

RECOMMENDATION:

Staff recommends City Council adopt the attached Resolution authorizing the City Manager to purchase a 2020 Ford F150 4x2 pickup truck from Landmark Ford for \$29,380.94.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

AUTHORIZING THE CITY MANAGER TO PURCHASE 2020
FORD F-150 4X2 PICKUP TRUCK FOR THE WATER,
STORMWATER, AND STREET DIVISIONS OF THE PUBLIC
WORKS DEPARTMENT

WHEREAS, the City of Keizer has funds budgeted in the 2019-2020 Water,

Stormwater and Street Funds to purchase a new vehicle to be used for routine
maintenance activities that do not require a service vehicle;

WHEREAS, the City has determined procurement through the Oregon
Cooperative Procurement Program (ORCPP) provided the best price of \$29,380.94 for a
2020 Ford F-150 Pickup Truck from Landmark Ford;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is hereby authorized to purchase a 2020 Ford F-150 Pickup Truck from
Landmark Ford for a purchase price up to \$29,380.94.

BE IT FURTHER RESOLVED that the City Manager is authorized to take any
and all necessary acts to effectuate the purchase of the 2020 Ford F-150 Pickup Truck.

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

3 PASSED this _____ day of _____, 2019.

4

5 SIGNED this _____ day of _____, 2019.

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Mayor

City Recorder

CITY COUNCIL MEETING: September 3, 2019_____

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: CARLSON SKATE PARK ENHANCEMENT PROJECT

DATE: August 26, 2019

BACKGROUND:

Staff solicited bids through the formal bidding process for enhancements to the Carlson Skate Park. This project is the second phase of work to the facility to enhance the functionality of the park and help to improve the safety to users of the park. The enhancements were designed with input from the users of the park to improve the flow of the park and will provide a few new features that will be more rideable to all users of the facility.

This project has been a goal of the Parks Advisory Board for many years and is made possible through the funds generated by the Parks Services fee.

Only one bid was received for the project with Dreamland Skateparks LLC. submitting a bid in the amount of \$199,000.00.

FISCAL IMPACT:

Funds for this project are available in the City Council adopted FY 19-20 Park Services Fund budget.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with **Dreamland Skateparks LLC.** in the amount of \$199,000.00 for the Carlson Skate Park Enhancement project.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER
 INTO AN AGREEMENT WITH DREAMLAND SKATEPARKS
 LLC FOR CARLSON SKATEPARK ENHANCEMENT PROJECT

WHEREAS, the City issued a request for bids and one bid for this project was received.

Dreamland Skateparks LLC submitted the only bid for a total amount of \$199,000.00;

WHEREAS, funds available to complete this project are in the 2019/20 Parks Services

Fund;

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
 Dreamland Skateparks LLC for a total cost of \$199,000.00 for Carlson Skatepark Enhancement
 Project. Funding for this project is from the 2019/2020 Parks Services Fund.

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

PASSED this _____ day of _____, 2019.

SIGNED this _____ day of _____, 2019.

 Mayor

 City Recorder

CONTRACT
FOR
CARLSON SKATEPARK ENHANCEMENT PROJECT

THIS AGREEMENT, made this ____ day of _____, 2019, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Dreamland Skateparks LLC, 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 project shall begin no later than ten (10) days of full execution of the Contract. The Contractor shall complete all aspects of the project no later than November 4, 2019.
3. **BONDS.** Payment Bonds and Performance 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 Ninety-Nine Thousand and no/100 (\$199,000.00). 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. Prior to final completion and acceptance of the work, partial payments will be in an amount equal to ninety-five percent (95%) of the amount requested. The remaining five percent (5%) shall be considered retainage of the amount requested until the work is completed and accepted.

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:

Danyel Scott
Dreamland Skateparks LLC
2150 SE Hwy 101 PMB 384
Lincoln City, OR 97367

- 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 for the required licenses. Owner shall obtain and maintain all 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, 2019 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: <http://www.oregon.gov/boli/WHD/PWR/Pages/July-1,-2019-PWR-Rates.aspx>. ORS 279C.838
- 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 state and federal requirements, including ADA, Civil Rights Act, OSHA and EEO requirements 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 and/or performance 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.GUARANTEEE. 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, Contractors 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

DREAMLAND SKATEPARKS LLC

By: _____
Christopher C. Eppley, City Manager

By: _____

APPROVED AS TO FORM:

Keizer City Attorney



**CARLSON
SKATEPARK**
KEIZER, OREGON

TECHNICAL SPECIFICATIONS

**For
Carlson Skatepark at
930 Chemawa Road NE
Keizer, Oregon**

SUBMIT REQUESTS FOR INFORMATION TO:

**Robert Johnson, Parks and Facilities Division Manager
City of Keizer
930 Chemawa Road NE
Keizer, OR 97303
Phone: (503) 856-3569
Email: johnsonr@keizer.org**

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SECTION 01 0200 – GENERAL SKATEPARK REQUIREMENTS**PART I GENERAL****1.1 GENERAL SCOPE OF WORK**

- A. All work contained in this Section is considered specialty Skateboard Park construction. Only those contractors that meet the minimum experience requirements contained in the QUALITY ASSURANCE Section of this specification may perform this work as specified herein.
- B. This section identifies the qualifications that the Bidder shall meet prior to the award of the contract.
- C. Complete qualifications (paragraph 1.13 SUBMITTALS) and this form must be turned in WITH THE BID.

1.2 RELATED WORK BY OTHERS

N/A

1.3 REGULATIONS

The work shall conform to requirements of the American Concrete Institute (ACI) and the State of Oregon Building Code and/or Uniform Statewide Building Code (USB) for concrete finishing, as supplemented and modified on drawings of herein.

1.4 REFERENCE STANDARDS: The Concrete Finishing shall conform to requirements of the following Reference Standards or as modified and supplemented on drawings hereinafter.

- A. American Concrete Institute (ACI) Specifications for Structural Concrete for Buildings ACI 301
- B. ACI Recommended Practice for Cold Weather Concreting, ACI 306
- C. ACI Recommended Practice for Hot Weather Concreting, ACI 605

1.5 WORK SEQUENCE

- A. Work to begin Date: Sept. 3, 2019, weather permitting (approximate)
- B. Work to be substantially completed on Date: Nov. 4, 2019, weather permitting.

1.6 QUALITY ASSURANCE:

- A. Skateboard Parks are not considered standard concrete flatwork. Where indicated to be exposed, Skateboard Park concrete is architecturally finished concrete represented in the form of complex and unique shapes. Typical Skateboard Park features will incorporate concave and convex transitioning between surfaces, which require the specified finishes to sculpturally blend along compound radius curves. It is critical that Skateboard Park concrete work be completed with a high level of precision for the skate facility to function properly and safely. Special care must be taken to provide the specified finished surfaces without gravel pockets, and other defects/defacements. The DESIGNER shall inspect concrete after

removal of forms and before concrete repair work begins. Concrete that does not meet the requirements of the specifications shall be rejected by the DESIGNER and removed and replaced in its entirety by the Contractor at the Contractors expense.

1.7 QUANTITY ALLOWENCES

- A. Whenever in the Specifications, an article, device or pieces of equipment are referred to in singular number, such reference shall include as many such items as are shown on Drawings or required to complete installation

1.8 MEASUREMENTS AND PAYMENTS

- A. Quantities: As shown on Drawings. It is the responsibility of the Contractor to verify the quantity of each bid item prior to submission of bid

1.9 COORDINATION

- A. Ordering Materials: Order and schedule materials in ample time to avoid delays in construction. If an item is found to be unavailable, notify the DESIGNER immediately.

1.10 FIELD ENGINEERING

- A. Property lines and existing improvements are indicated on Drawings. Contractor shall establish primary construction control lines and be responsible for accuracy of the layout of his work. Verify all lines, levels and dimensions shown on Drawings. Report any errors or discrepancies to DESIGNER before proceeding with the work. Verify location of all underground utilities with local utility company.

1.11 REGULATORY REQUIREMENTS

- A. Contractor is responsible for all licenses required to complete work as specified and shown on the Drawings. (The Contractor is also responsible for any required fees).
- B. Work Hours: 7:00 AM to 5:00 PM, (5) five days a week. (No work on Sundays).

1.12 REFERENCE STANDARDS

- A. References in the Technical Specifications to Standard Specifications issued by the following organizations shall mean edition current on date of Advertisement for Bids, unless otherwise noted. Wherever referenced Standard Specifications contain provisions which conflict with the Contract Documents, the Contract Documents shall govern.

1.13 SUBMITTALS

A. CONTRACTOR “QUALIFICATIONS” EXPERIENCE

1. To be considered a qualified and responsible Bidder, the Bidder shall provide documentation establishing that the Bidder has satisfied the experience requirements listed below:

- a. Shall have been in business under the bidder name for a minimum of (10) ten years with experience in concrete.
- b. Shall have constructed a minimum of (10) ten concrete cast-in-place skateparks within the past (10) ten years.
- c. Shall have experience in constructing skateparks in phases.
- d. Shall have experience in skate-able concrete art features and must have completed at least (3) “Doorway” concrete skate-able features/entrances. Please attach photos and descriptions.
- e. Shall have experience in renovating and resurfacing concrete skateparks. Please provide (3) three examples of concrete cast-in-place skateparks with dates of completion.
- f. Experience of completing at least one skatepark 20,000 sq. ft. in the last 3 years as a specialty sub-contractor or contractor with the inclusion of a large bowl, ramps and street features. The Park must have been completed within the past year.
- g. Installation of storm drainage systems in conjunction with Skateboard park components.
- h. Shaping of earthwork to specified radius.
- i. Experience creating the following in facilities specifically intended for skateboarding: cast in place concave and convex shaped concrete elements containing compound radius curves that must be precisely shaped in order to function as intended.
- j. Experience in application of vertical and horizontal shotcrete work, including horizontal and vertical radius transitions that include compound radius curves and blends, formed concrete, grinding rails, and associated concrete reinforcement as needed.
- k. The Contractor shall be skilled with the installation of steel coping edges, smooth flowing seamless transition areas, and smooth trowel concrete finish work.
- l. Experience in layout, fabrication, and construction of the steel coping.
- m. Experience in installation of concrete flatwork between bowled areas.
- n. Certification: Nozzlemen certification shall be in accordance with ACI 506.3R (ACI Certified Shotcrete Nozzlemen)

1.14 PROTECTION

- A. Protect persons and adjacent materials and finishes from dust, dirt and other surface or physical damage during finishing operations, including materials driven by wind.

1.15 REPAIRS:

- A. Immediately after the removal of forms inspect all surfaces for defects.
- B. Repair or patch defects only after defects are inspected by the DESIGNER and then only with the DESIGNERs permission. Do all cutting and repair within 48 hours after removal of forms; cure repairs same as the new concrete.

1.16 FINISHES FOR FORMED SURFACES:

- A. Rough Form Finish: Provide for surface of walls and footings adjacent to grade or below grade. This is the concrete surface having texture impacted by form facing material use with tie holes and defective areas repairs and patched and fins and other projections exceeding ¼ inch in height rubbed down or chipped off
- B. Smooth Formed Finish: Provide a smooth formed finish on formed concrete surfaces exposed to view. This is a cast in place concrete surface obtained with selected form facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch honeycombs and defective areas as directed by the DESIGNER.
- C. Sacked Finish:
 - 1. On all inconsistent surfaces of the exposed concrete, provide a sacked finish by coating the concrete with sacking mortar. Sacking of patched or defective concrete surfaces may be required by the DESIGNER for areas not otherwise already requiring this work.
 - 2. Repair and patch tie holes, honeycombs and defective areas and trowel to smooth finish. Remove fines and other projections completely.
 - 3. Thoroughly wet surface to prevent absorption.
 - 4. Coat entire surface with sacking mortar as soon as surface of the concrete approaches surface dryness.
 - 5. Thoroughly and vigorously rub mortar over area with clean burlap pad to fill all voids.
 - 6. While mortar is still plastic but partially set (so that it may not be pulled from the voids) sack-rub surface with dry mix of mortar on the concrete surface, except in the voids: all surfaces should be uniformly textured.
 - 7. Immediately begin a continuous moist cure for 72 hours.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated. Provide for face surface of walls adjacent to plaza area.

1.17 FINISHES FOR UNFORMED SURFACES:

- A. Screed all slabs, for whatever finishes, to true levels or slopes, work surfaces only to the degree required to produce the desired finish; do no finishing in areas where the water has accumulated until they have been drained and excess moisture has dried. Carefully finish all joints and edges with proper tools, unless otherwise specified.
- B. Rough Screed Finish: Consolidate, level, and screed all surfaces to obtain evenness and uniformity; remove all surplus concrete after consolidation by striking off with sawing motion against guide strips.
- C. Float Finish: Apply float finish to monolithic slabs to receive a trowel or other finish. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using floats appropriate to the surface contours only, when surface water has disappeared, or when concrete has stiffened sufficiently to permit operation of power –driven floats, or both. Consolidate surface with power driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to tolerances of floor flatness and floor levelness measured according to ASTM E 1155. Uniformly slope surfaces to drains. Cut down high spots and fill low spots immediately after leveling, re-float surface to a uniform, smooth, granular texture.
- D. Hard Trowel Finish: After floated surface is firm enough to receive steel trowels, trowel at least two complete passes, or until the last stage before blackening. Leave no trowel marks discernible to the touch. Do not use excessive water, especially on the last pass.

1.18 CURING:

- A. Protect concrete surfaces against rapid drying. Apply clear spray on cure agent after final finish is achieved. Keep sealed with cure agent for necessary amount of time to reach concrete strength and inhibit moisture loss after placing per manufacturer's recommendation.
- B. During the Curing: In addition to the initial overnight curing, continue final curing operations until the cumulative number of days of fractions thereof (not necessarily consecutive) occurs, during which time the temperature of the air in contact with the concrete is above 50 degrees F, equals 7 days. Curing period considered done when compressive strength is reached. If high-early strength concrete has been used continue final curing operation for 3 days total time, calculated as before. Take care to prevent rapid drying at the end of the curing period. Early removal of forms will not be approved when forms are removed during the curing period.

1.19 INSPECTION:

- A. Contractor shall notify DESIGNER that they are starting concrete finish repair work at least 5 days prior to the beginning of work.

1.20 REJECTIONS:

- A. Defects in the concrete including lack of uniformity, exhibits segregation honeycombing, or lamination, or which contains any dry patches, slugs, voids, pockets or does not meet the radius requirements of the design shall be rejected by the DESIGNER. The CONTRACTOR

in charge of the specific scope of work shall remove and replace mockup for the DESIGNER'S approval at no additional cost to the CITY OF KEIZER.

- 1.21 CLEANING: Leaving premises clean and free of residue from work in this section.
- 1.22 PROTECTION AND SITE SECURITY FROM VANDALISM: It shall be the contractor's responsibility to protect the site from theft and vandalism.
- 1.23 CONCRETE JOINTS
- A. Cleaning: The entire joint shall be thoroughly cleaned and wetted prior to the application of additional shotcrete.
 - B. Reinforcement: Make joints perpendicular to the main reinforcement. Continue reinforcement across joints.
- 1.24 CONCRETE CURING AND PROTECTION
- A. Curing Agent: Apply curing agent, blankets, or plastic after final finish is achieved. CONTRACTOR to remove cure agent at end of cure period and power wash all walls prior to final acceptance.
- 1.25 REJECTIONS
- A. Defects in the shotcrete including lack of uniformity, exhibits segregation honeycombing, or lamination or which contains any dry patches, slugs, voids or pockets shall be rejected by the DESIGNER. The CONTRACTOR in charge of the specific scope of work shall remove and replace the mockup for the DESIGNER'S approval at no additional cost to the CITY OF KEIZER.
 - B. Radial wall finishes shall consist of smooth, hard, uniform surface of smooth trowel with a level tolerance of 1/10" within 10 feet when tested with a 10-foot steel straightedge placed on the surface horizontally and vertically. Grinding the surfaces will not be an acceptable means of achieving the intended radii and uniformity shall be approved by the DESIGNER. If rejected, the CONTRACTOR in charge of the specific scope of work shall remove and replace mock up for the DESIGNER'S approval at no additional cost to the CITY OF KEIZER.
- 1.26 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
- A. General Reference Points: Before starting work, locate all general reference points. Take such steps as necessary to prevent their dislocation or destruction. If destroyed or disturbed, replace as directed.

- B. Project Construction Limits: The contractor is to confine his activities to the Owner's property and to that portion of the project reasonably adjacent to the actual construction area. Clean-up of work area is required at the end of each day's work.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1.27 TEMPORARY UTILITIES

- A. Contractor to provide own job trailer. Verify Trailer location with Owner's Representative.

1.28 BARRIERS

- A. Construct necessary barricades, fences, railings, signs, and temporary enclosures as required during construction period. Remove barriers prior to final completion and repair surfaces damaged by erection of barricades.

1.29 SECURITY

- A. Protection of Work and Property: Protect utilities and all other public and private facilities and improvements which are to remain in place.

1.30 TEMPORARY CONTROLS

- A. Construction Cleaning: Spillage resulting from hauling or other operations of the Contractor along or across any public traveled way shall be removed at once by the Contractor at his own expense.
- B. Dispose of accumulation of rubbish and debris in satisfactory manner. Allow no excess accumulation of non-reusable material at job site.

1.31 NOISE CONTROL

- A. At all times during his work, the Contractor shall exercise care to prevent unnecessary noise from his operations and those of his employees and subcontractors and maintain such noise at a minimum level.

1.32 SUBSURFACE WATER CONTROL

- A. Perform pumping, trenching, damming and underdraining necessary to keep site free from water during construction. Dispose of water in manner acceptable to the local regulation, taking care to ensure that no existing water disposal facilities are impeded, clogged, damaged, or interfered with.

1.33 TRAFFIC REGULATION

- A. Restrictions: The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to the Owner.

- B. Traffic control required to adhere to (MUTCD) Manual of Uniform Traffic Control Devices requirements. Review with Owner's Representative prior to starting work.

1.34 PROJECT IDENTIFICATION SIGNS

- A. Project Signs: None Required

1.35 STORAGE AND PROTECTION

- A. Storage: Contractor is responsible for storing materials as to ensure the preservation of their quality and fitness for work. Stored materials shall be located so as to facilitate prompt inspection.
- B. Protection: Contractor is responsible for adequate protection of all materials to be used on project from damage and where applicable, intrusions of moisture.

1.36 FINAL CLEAN-UP

- A. Upon completion of any portion of work, promptly remove temporary facilities generated by that portion of the work including surplus materials, equipment and machinery if so, directed by the DESIGNER, or the Owner; upon completion of the work, completely remove remaining temporary facilities. The Contractor shall also clean up street, and adjacent work areas.
- B. All work areas are to be cleaned up upon completion of each workday including all adjacent hard surfaces.

1.37 PROJECT RECORD DRAWINGS

- A. Project Documents: Maintain at job site one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, Field Orders, other Contract modifications, and other approved documents submitted by Contractor in compliance with various sections of the Specifications.
- B. Project Record Drawings:
 - 1. Upon commencement of project, obtain and clearly mark one complete set of drawings "Record Drawings" to be maintained neat, clean, protected and marked clearly with red pencil showing all deviations from the drawings.
 - 2. Information given shall include, but not be limited to, the location of underground utilities and appurtenances, irrigation lines and equipment, provided under this contract, referenced to permanent surface improvements.
 - 3. Keep Project Record Document current. Do not permanently conceal any work until required information has been recorded and required inspections have taken place and been signed off and dated.

1.38 SUBMITTALS

- A. Upon completion of the Project and prior to final acceptance, submit to the DESIGNER an original set of Project Record Drawings.

1.39 OPERATING AND MAINTENANCE MANUALS AND INSTRUCTIONS – N/A

1.40 GUARANTEES

- A. Provide written certification that all work has been completed in strict compliance with Drawings and Specifications before requesting final inspection. Irrigation system to be guaranteed for one year after final acceptance.

1.41 FINAL PUNCH LIST

- A. CITY OF KEIZER Representative shall prepare punch list when notified by Contractor that work is completed. CITY OF KEIZER Representative will conduct one final inspection only. (Note: Failure of CITY OF KEIZER Representative to include any items on punch list does not alter responsibility of Contractor to complete work in accordance with Contract Documents.) Deliver all items called for herein under various specification sections to CITY OF KEIZER Representative at completion of work.

END OF SECTION 01 0000

SECTION 03 1100 – SKATEPARK CONCRETE FORMING**PART 1 GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Forms for stair risers, stringers, and landing slabs.
2. Forms for curbs, walks, ramps and gutters.

B. Related Sections:

1. City of Keizer and State of Oregon Standard Specifications.
2. Section 03 3010, Portland Cement Concrete - Skatepark.
3. Section 03 2000, Concrete Reinforcing - Skatepark: Steel reinforcing.
4. Section 03 3000, Cast-In-Place Concrete - Skatepark: Site cast concrete.
5. Section 05 5000, Metal Fabrications - Skatepark: Concrete anchor bolts and steel pipe sleeves.

1.2 SYSTEM DESCRIPTION**A. Design Requirements:**

1. Design formwork to support structural loads and hold concrete to correct size, alignment, and shape.

1.3 SUBMITTALS**A. Product Submittals:**

1. Submit product data for formwork accessories.
2. Submit shop drawings for architectural concrete wall patterns and reveals.

B. Quality Assurance Submittals:

1. Submit design drawings for structural concrete formwork.

PART 2 PRODUCTS**2.1 MANUFACTURERS****A. Substitute Manufacturers:**

1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.

2.2 COMPONENTS**A. Smooth Vertical Concrete Forms:**

1. Smooth Plywood: Plyform, B-B, Class I.
2. Cylindrical Forms: Smooth faced, wood fiber.

B. Textured Vertical Concrete Forms:

1. Textured Form Liners: Fiberglass reinforced polyester, 302 by Greenstreak, or

- matching texture by L.M. Scofield or Symens.
- 2. Disposable Textured Form Liners: Polystyrene by The Burke Company.
- C. Horizontal Concrete Forms:
 - 1. Pan Forms: 16 gage galvanized steel.
- D. Form Accessories:
 - 1. Recess Cones for Exposed Form Ties: 1 inch deep and 1 inch diameter.
 - 2. Concealed Form Ties: Adjustable metal ties.
 - 3. Chamfer Strip: 1 inch radius.
 - 4. Form Joint Tape: Closed cell PVC foam.
 - 5. Reglets: Galvanized steel.
 - 6. Expansion and Isolation Joint Fillers: Expanding cork, 1/2 inch thick, ASTM D 1752, Type III.
 - 7. Expansion Joint Filler Cap: 1/2 inch deep, 1/2 inch wide, 941 by JEF, Inc.
 - 8. Tongue and Groove Keyed Joint Fillers: Reinforced asphalt core between asphalt saturated felt liners, 1/4 inch thick with 1 inch deep and 2-1/2 inches at base of trapezoid, full depth of concrete slab, 10 feet long, with punched holes 24 inches on center for stakes and 30 inches on center for dowel bars.
 - 9. Construction Joints: 1 inch deep. 2-1/2 inch minimum at base of trapezoid, 24 gage galvanized steel or plastic keyway.
 - 10. Control Joint Forms: 1 inch deep, PVC, JEF Zip Joint by JEF Inc.
 - 11. Footing Waterstops: Bentonite clay strips.

PART 3 EXECUTION

3.1 PERFORMANCE

- A. Site Fabrication of Formwork:
 - 1. Comply with requirements in ACI 117, ACI 301, and ACI 347.
 - 2. Camber and reinforce forms to meet 1/4 inch in 10 feet maximum deflection.
 - 3. Install chamfer strip at vertical external corners of exposed concrete.
 - 4. Coat formwork with form release agent prior to placing reinforcing steel.
 - 5. Install anchor bolts to support other Work.
 - 6. Install sleeves for penetrating pipes.
- B. Installation of Joints:
 - 1. Install keyed joints at center of slabs on grade and anchor with steel stakes at 24 inches on center.
 - 2. Install keyed joints between footings and retaining and foundation walls.
 - 3. Install construction joints at locations which will not impair concrete strength or appearance.
 - 4. Install footing waterstops on footing concrete 3/4 inch inside the exterior wall formwork panels.
 - 5. Install wall waterstops at retaining and foundation wall cold joints.
 - 6. Install isolation joints in floor slabs at penetrating items.
 - 7. Install expansion and control joints in slabs on grade at spacing indicated on Drawings.
 - 8. Install exterior expansion joints at not more than 30 feet on center.

C. Site Fabrication of Shoring:

1. Fabricate shoring with wedges or adjustable jacks.
2. Camber forms for anticipated deflections.

3.2 COMPLETION

A. Adjusting and Cleaning Forms Prior to Placing Concrete:

1. Verify dimensions and location of joints and adjust forms and joints as required to meet design tolerances.
2. Clean interior form surfaces prior to placing concrete.
3. Apply water to base aggregate prior to placing concrete.

B. Adjusting Forms After Placing Concrete:

1. Examine form dimensions and adjust forms to meet required tolerances.

C. Formwork Removal:

1. Remove forms and shores in conformance with Section 3.7 in ACI 347.
2. Do not pry against concrete surface during removal of formwork.

END OF SECTION 03 1100

SECTION 03 1519 – SKATEPARK CAST-IN-CONCRETE ANCHOR**PART 1. GENERAL****1.1 RELATED WORK SPECIFIED ELSEWHERE**

- A. Concrete Forming: Section 03 1100
- B. Cast-In-Place Concrete: Section 03 3000
- C. Specialty Placed Concrete: Section 03 3700

1.2 QUALITY ASSURANCE

- A. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.
- B. Use only materials compatible with embedded concrete environment.

1.3 SUBMITTALS

- A. Shop drawings for all anchors, inserts and embedded products (wall castings, pipes with seep rings, and special castings).

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store all items to be embedded in a manner to prevent damage or contamination.

PART 2. PRODUCTS**2.1 MATERIALS**

- A. Anchor Bolts: ASTM A307, Steel unless otherwise noted.
- B. Threaded or Slotted Inserts: Galvanized malleable iron or stainless steel size and type as specified.

PART 3. EXECUTION**3.1 INSTALLATION**

- A. Coordinate the location and placement of all items to be embedded in concrete.
- B. Coat any embedded aluminum with asphalt paint.

3.2 EMBEDDING

- A. Set accurately and hold in position all embedded products during placement until the concrete is set.

3.3 DRILLED IN GROUTED ANCHORS

- A. In lieu of embedding anchor bolts and when approved, drill holes in hardened concrete and install the anchor bolts and other items with special mortars. Drill with diamond boring or coring bits. Bonding mortar shall be epoxy grout type. Blow holes clean and dry before installation of embedded items. Before insertion, coat both hole and the item to be embedded with bonding compound. Studs of equal size and length may be substituted for anchor bolts if nut fasteners are used. Drilled in studs or anchors utilizing mechanical expansion locking in any process areas shall not be used.

END OF SECTION 03 1519

SECTION 03 2000 – SKATEPARK CONCRETE REINFORCING**PART 1 GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Reinforcing bars for cast-in-place concrete.
2. Welded wire fabric for cast-in-place concrete.
3. Spiral reinforcing for concrete columns.
4. Tie wire and reinforcing supports.
5. Polypropylene fiber reinforcing for concrete slabs.

B. Related Sections:

1. Section 03 1100, Concrete Forming: Formwork for site cast concrete.
2. Section 03 3000, Cast-In-Place Concrete - Skatepark: Site cast concrete.

1.2 SUBMITTALS**A. Product Submittals:**

1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.
2. Submit shop drawings for reinforcing steel.
3. Submit mill test reports for Grade 60 reinforcing bars.

PART 2 PRODUCTS**2.1 COMPONENTS****A. Steel Reinforcing:**

1. Standard Bars: ASTM A 615, Grade 60, except Grade 40 for ties and stirrups.
2. Weldable Bars: ASTM A 706, Grade 60.
3. Column Spiral Bars: ASTM A 616, Grade 50, plain.
4. Wire Fabric: ASTM A 185 and UBC Standard No. 26-6, 6" x 6" - W1.4/W1.4 in flat sheets.

B. Reinforcing Accessories:

1. Tie Wire: 16 gage, double annealed iron.
2. Reinforcing Couplers: Capable of developing 125 percent of the specified yield strength of reinforcing, as manufactured by Lenton or Fox-Howlett.
3. Chairs, Spacers, and Hangers: Galvanized steel for interior concrete and plastic coated steel for exterior concrete.
4. Dowels: Smooth steel bars in diameter and length as indicated on Drawings.
5. Dowel Caps: Crimp or welded type, 5 inches minimum length, F46 by JEF, Inc.

2.2 FABRICATION**A. Shop Fabrication:**

1. Comply with CRSI Manual of Standard Practice, MSP-1, ACI 301, ACI 315, and ACI 318.
2. Attach identification tag to each bent reinforcing bar.
3. Shop bend reinforcing around small openings not more than 1 in 10.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Installation of Reinforcing Steel:

1. Comply with CRSI Manual of Standard Practice, MSP-1.
2. Comply with UBC and ACI 318, Chapter 7 for minimum concrete cover over reinforcing steel.
3. Stagger reinforcing bar splices 48 inches minimum at alternate bars.
4. Lap continuous deformed bars 36 diameters and not less than 24 inches.
5. Reinforce corners and intersections with 24 inch by 24 inch corner bars.
6. Install two Number 5 bars around wall openings larger than 30 by 30 inches.

B. Installation of Fibrous Reinforcing:

1. Add fibrous reinforcing to interior concrete floor slabs on grade as recommended by fiber manufacturer.

C. Installation of Reinforcing Accessories:

1. Wire tie reinforcing as indicated in CRSI Manual of Standard Practice.
2. Install reinforcing couplers and splices in reinforcing.
3. Locate and support reinforcing with metal chairs, bolsters, spacers, and hangers as required.

3.2 COMPLETION

A. Adjusting and Cleaning:

1. Replace damaged and defective reinforcing steel.
2. Remove dust from reinforcing prior to placing concrete.

END OF SECTION 03 2000

SECTION 03 3000 – SKATEPARK CAST-IN-PLACE CONCRETE**PART 1 GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Site cast concrete for footings, foundation walls, retaining walls, load bearing walls, columns, floor slabs on grade, composite floor slabs, composite roof slabs, stair treads, and stair landing slabs.
2. Finishing, hardening, and curing site cast concrete.

B. Related Sections:

1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications Volume 1 and Volume 2.
2. Section 32 1124, Aggregate Base Course - Skatepark: Aggregate base, vapor retarder, and filter fabric for concrete slabs on grade.
3. Section 03 3010, Portland Cement Concrete – Skatepark.
4. Section 03 1100, Concrete Forming: Concrete formwork and formwork accessories.
5. Section 03 2000, Concrete Reinforcing - Skatepark: Reinforcing bars, welded wire fabric, and fiber reinforcing.

1.2 SUBMITTALS**A. Product Submittals:**

1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications Volume 1 and Volume 2.
2. Submit product data for concrete accessory materials.
3. Submit shop drawings for architectural concrete wall patterns and reveals.

B. Quality Assurance Submittals:

1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.
2. Submit mix design at least 10 days prior to delivery of concrete.
3. Submit copies of test reports for concrete.
4. Submit batch tickets from concrete supplier.

1.3 QUALITY ASSURANCE**A. Field Samples:**

1. Provide 100 square foot field sample of textured and sand blasted concrete walls.

B. Mock-Ups:

1. Provide 20 square foot mock-up panel of textured and sand blasted concrete.

1.4 SITE CONDITIONS**A. Environmental Requirements:**

1. Maximum Wind Velocity for Unprotected Concrete: 15 mph.
2. Temperature Range for Ambient Air During Concrete Placement: 40 to 80 degrees F.

3. Temperature Range for Ambient Air During Epoxy Bonding Grouts: 40 to 85 degrees F.
4. Precipitation: None forecast for 8 hours after placing unprotected concrete.

B. Substrate Conditions:

1. Maintain concrete substrates free of excessively dry, soft, muddy, or frozen subgrade soils.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Substitute Manufacturers:

1. Submit substitution requests prior to Bid Date.
2. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.

2.2 COMPONENTS

A. Concrete Materials:

1. Portland Cement: ASTM C 150, Type I or II and IA or IIA.
2. Standard Aggregates: ASTM C 33.
3. Lightweight Aggregates: ASTM C 330.
4. Seeding Aggregates: 3/8 inch to 5/8 inch diameter round.
5. Small Aggregates for Colored Hardener: 3/8 inch diameter.
6. Air-Entraining Admixture: ASTM C 260.
7. Chemical Admixtures: ASTM C 494, Type A, water reducing or Type D, water reducing and retarding.
8. Mineral Admixture: ASTM C 618, Class F or Class C.

B. Concrete Accessories:

1. Exterior Curing Compounds: Solvent based acrylic, ASTM C 309, Type 1, Clear, Spartan-Cote by The Burke Company, J-21 Acrylic Cure, Seal & Dustproofer 19 by Dayton Superior, Clear Seal 150 by A.C. Horn, Master Seal by Master Builders, Kure-N-Seal by Sonneborn.
2. Clear Acrylic Sealers: Aggre Glaze by The Burke Company, Traz by Chem-Masters, J-25 Acrylic Sealer Gloss 25 by Dayton Superior, Horntraz by A.C. Horn, TIAH by W.R. Meadows, Sono-Glaze or White Roc-9 by Sonneborn, Thoroglaze H by Thoro System Products.
3. Nonmetallic Dust-On Floor Hardeners: Quartz sand hardeners, Nonmetallic Quartz Sand by The Burke Company, Floorcron Natural color by Gifford-Hill, Colorundum, Type 2, Natural color by A.C. Horn, Mastercron Ready-mixed by Master Builders, Harcol Redi-Mixed, Natural color by Sonneborn, Hydroment Nonmetallic Floor Hardener.
4. Emery Corundum Hardeners: Minimum 58 percent aluminum oxide, 24 percent iron oxide, and not more than 4 percent silica, Moh hardness 9/8, ACI Class 5, minimum compressive strength 12,000 psi in 28 days, Emery Tuff by Dayton Superior Corporation as distributed by JASCO, Portland, OR.
5. Exterior Nonslip Aggregate: Not less than 95 percent pure aluminum oxide, Nonslip aggregate by Gifford-Hill, Alundum by Norton Company, Frictex N.S. by Sonneborn.

6. Acrylic Bonding Agent: ASTM C 932, Burke Acrylic Bondcrete by The Burke Company, J-40 Bonding Agent by Dayton Superior, Hornweld by A.C. Horn, Weld Crete by Larsen, Intralock by W.R. Meadows, Latex Bonding Agent by Sika, Sonocrete PB by Sonneborn, Thorobond and Acryl 60 by Thoro System Products.
 7. Epoxy Bonding Agent, Concrete to Concrete: ASTM C 881, 100 percent solids, epoxy resin and hardener, 881 LPL Epoxy by The Burke Company, Concessive 1001 LPL by Adhesive Engineering.
 8. Epoxy Bonding Agent, Concrete to Reinforcing Steel: ASTM C 881, 100 percent solids, epoxy resin and hardener, Concessive 1441 by Adhesive Engineering.
 9. Patching Compound: Two component cement base and acrylic polymer compound, 5,000 psi in 28 days minimum compressive strength, Burke Acrylic Patch by The Burke Company, Epolith Patcher or Sonopatch by Sonneborn.
 10. Polyethylene Moisture Retaining Membrane: ASTM D 2103, Clear or white, 6 mils thick.
 12. Reinforced Laminated Paper Moisture Retaining Membrane for Pedestrian Traffic Areas: ASTM C 171, Orange Label Sisalkraft by Fortifiber Corp.
 13. Reinforced Laminated Paper Moisture Retaining Membrane for Non-Traffic Areas: ASTM C 171, Sisalkraft SK-10 by Fortifiber Corp.
- C. Proportion Adjustments:
1. Mix designs may be adjusted when material characteristics, site conditions, weather, test results, or other circumstances warrant a revised mix design.
 2. Submit revised concrete mix design to Owner's Representative.
- D. Mixing Procedures:
1. Comply with ASTM C 94.
 2. Mix full load of concrete for 3 minutes at high speed upon arrival at site.
 3. Mix concrete for an additional 5 minutes after adding water.
- E. Concrete Mix Requirements:
1. Maximum Aggregate Size: 3/4 inch.
 2. Maximum Slump for Footings, Walks, Curbs, Exterior Slabs, and Floor Slabs: 4 inches + 1/2 to - 1 inch.
 3. Maximum Slump for Walls, Columns: 3 inches + 1/2 to - 1 inch.
 4. Entrained Air for Exterior Horizontal Surfaces: 6 percent + or - 1 percent.
 5. Minimum Compressive Strength: $f_c = 4,000$ PSI (3,500 psi in 28 days).
 6. Water Reducing Admixtures: Type A or D.

PART 3 EXECUTION

3.1 PERFORMANCE

- A. Preparation:
1. Notify Owner's Representative 24 hours prior to placing concrete.
 2. Remove ice and standing water from formed surfaces.
 3. Remove soft soils from subgrade and footing trenches.
- B. Cleaning for Epoxy Bonding of Structural Topping Slabs:
1. Remove grease, wax, and oil contaminants with detergent or degreasing compound and follow with mechanical cleaning.

2. Remove weak or deteriorated concrete by grit or water blasting.
3. Remove dirt, dust, latent material, and curing compounds by grit blasting or as recommended by manufacturer.
4. Finish concrete with vacuum cleaning.

C. Cleaning for Epoxy Grouted Dowels:

1. Blow holes out with oil free compressed air.
2. Remove moisture, rust, dirt, oil, grease, protective coatings, and galvanizing from dowels in accordance with grout manufacturer's instructions.

D. Concrete Placement:

1. Consolidate concrete with hand rodding and mechanical vibrating.
2. Level slabs to Class B, 1/4 inch in 10 feet.
3. Tool radius exterior slab and curb edges.
4. Tool form or saw form slab control joints.

3.2 FINISHING VERTICAL CONCRETE

A. Rough Form Finishing Concealed Vertical Concrete Surfaces:

1. Comply with ACI 301, paragraph 10.2.1, remove fins and projections exceeding 1/4 inch in height and patch tie holes and surface defects.

B. Smooth Form Finishing Exposed Vertical Concrete Surfaces:

1. Comply with ACI 301, paragraph 10.2.2, remove fins and projections and patch tie holes and surface defects.

C. Smooth Rubbed Finish for Exposed Curbs, Walls, Soffits, and Columns:

1. Comply with ACI 301, paragraph 10.3.1, within 24 hours after form removal, wet and rub exposed surfaces with carborundum brick or other abrasive until uniform color and texture are produced.

D. Grout Cleaned Finish for Exposed Curbs, Walls, Soffits, and Columns:

1. Comply with ACI 301, paragraph 10.3.2, mixing 1 part portland cement and 1-1/2 parts fine sand with sufficient water to provide grout with consistency of thick paint and mix white cement with gray cement until grout matches color of surrounding concrete.
2. Wet concrete surfaces, spray or brush apply grout, and immediately scrub the surface with cork float or stone.
3. Remove excess grout, while plastic, with rubber float or burlap sack and after surface whitens from drying, rub concrete surface vigorously with clean burlap.
4. Keep concrete surface damp for 36 hours after rubbing.

E. Sandblasting Wall and Column Concrete Surfaces:

1. Provide a smooth rubbed finish as specified in subparagraph 3.2.C. above and sandblast to match finish on mock-up or field samples.

3.3 FINISHING HORIZONTAL AND INCLINED CONCRETE

A. Floated Slab Surface to Receive a Troweled, Broomed, Seeded, Dry Shake, Colored hardener, and Washed Aggregate Finish:

1. Comply with ACI 301, paragraph 11.7.2, begin floating when concrete surface has

- stiffened sufficiently to permit float finishing.
2. Check planeness of surface with a 10 foot straightedge at two angles during the first floating, level concrete to Class B, 1/4 inch in 10 feet, and refloat immediately to a uniform sandy texture.
- B. Slab Finishing:
1. Trowel to Class A, 1/8 inch in 10 feet, for slabs on grade and to Class B, 1/4 inch in 10 feet, for slabs on steel deck and steel stair landings.
 2. Provide a broom finish for exterior walks and ramps complying with ACI 301, paragraph 11.7.4, by drawing a broom or burlap belt across the surface to give the slab a course transverse scored texture.
 3. Provide a troweled nonslip double coat dry shake finish for skate park loading docks in areas indicated on Drawings, complying with ACI 301, paragraph 11.7.7.
 4. A chemical retarder may be sprayed on floated concrete surface to extend the working time for exposure of seeding aggregate.
 5. Hand trowel around score lines at textured colored hardener finished concrete to provide smooth score lines after removal of metal forms.
- E. Curing Procedures:
1. Spray apply exterior curing compound on exterior horizontal concrete surfaces at manufacturer's recommended rate.
 2. Apply sheet covering over interior concrete slabs scheduled to be covered with resilient and carpet flooring.
 3. Apply interior concrete curing and hardening compound at manufacturer's recommended rate on interior concrete slabs scheduled to remain exposed.
 4. Apply 3 coats of interior fluosilicate hardener to dry concrete in diluted proportions recommended by manufacturer for porosity and finish of concrete, 14 to 28 days after concrete pour, and remove dried surplus hardener by scrubbing and mopping with water.
 5. Apply 60 pounds of dust-on hardener per 100 square feet on loading dock slabs and workshop slabs.

3.4 COMPLETION

- A. Field Quality Control:
1. Test cured cylinders prior to removing shoring under structural concrete.
- B. Surface Repairs for Exposed Concrete Vertical Surfaces:
1. Clean, dampen with water, and brush the patch substrate with bonding agent.
 2. Fill voids and rock pockets with patching compound and compact in place and screed as recommended by patching compound manufacturer.
 3. Finish exposed concrete surfaces to match adjoining surfaces.
 4. Remove and replace the concrete if defects in color and texture of surface cannot be repaired.
- C. Surface Repairs for Interior Concrete Floor Slabs:
1. Grind or fill interior floor slab surfaces to remove defects of sufficient magnitude to show through the intended floor covering.
- D. Protection:
1. Protect new uncured horizontal concrete with barricades.

2. Protect concrete from frost damage until protected by soil backfill or until cured for 28 days.
3. Protect concrete from physical damage or reduced strength caused by air temperatures below 35 degrees F. and above 75 degrees F. during curing period, complying with recommendations in ACI 306R and 305R respectively.
4. Protect concrete from shrinkage crack damage until protected by curing procedure.

END OF SECTION 03 3000

SECTION 03 3010 – SKATEPARK PORTLAND CEMENT CONCRETE**PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Concrete curbs, ramps, stairs, slabs, ledges and walks.
- B. Related Sections:
 - 1. City of Keizer and State of Oregon Standard Specifications.
 - 2. Section 03 1100, Concrete Forming - Skatepark: Formwork for cast-in-place concrete.
 - 3. Section 03 2000, Concrete Reinforcing - Skatepark: Reinforcing for building concrete.
 - 4. Section 03 3000, Cast-In-Place Concrete - Skatepark: Site cast building concrete.

1.2 SYSTEM DESCRIPTION

- A. Design Requirements:
 - 1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.
 - 2. Design formwork to support structural loads, hold concrete to correct size and alignment, and meet tolerances indicated in ACI 347 and ACI 301.
 - 3. Finish concrete curbs and walks with Class B tolerance, 1/4 inch in 10 feet maximum variation.

1.3 SUBMITTALS

- A. Product Submittals:
 - 1. Submit product data for concrete curing and hardening materials.
- B. Quality Assurance Submittals:
 - 1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.
 - 2. Submit laboratory and field test reports for concrete work.
 - 3. Submit batch tickets from concrete supplier to Owner's Representative complying with requirements of Article 16 in ASTM C 94.

1.4 SITE CONDITIONS

- A. Temperature and Weather Requirements:
 - 1. Do not place concrete when temperature or weather will affect performance or appearance of concrete.
 - 2. Minimum Ambient Temperature: 35 Degrees F.
- B. Substrate Requirements:
 - 1. Do not place concrete on muddy or frozen substrate.
 - 2. Remove mud, dirt, and ice from formwork surfaces.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Substitute Manufacturers:
 - 1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.

2.2 MATERIALS

- A. Forms and Formwork Accessories:
 - 1. Exposed Plywood Forms: Plyform, Class I or II.
 - 2. Lumber and Steel Forms: Smooth face lumber or steel.
 - 3. Chamfer Strip: 1 inch radius.
 - 4. Steel Pipe Sleeves: ASTM A 53.
 - 5. Expansion and Isolation Joint Fillers: Self-expanding cork, 1/2 inch thick, ASTM D 1752, Type III.
 - 6. Form Joint Tape: Closed cell PVC foam with pressure sensitive adhesive on one side.
- B. Concrete Reinforcing:
 - 1. Steel Reinforcing Bars: ASTM A 615, Grade 60, except where indicated grade 40 on Drawings.
 - 2. Welded Wire Fabric: ASTM A 185, size as indicated on Drawings.
- C. Concrete Materials:
 - 1. Portland Cement: ASTM C 150, Type I or II.
 - 2. Aggregates: ASTM C 33.
 - 3. Water: Clean, free of oils, acids, organic material.
 - 4. Air-Entraining Admixture: ASTM C 260.
 - 5. Water-Reducing Admixture: ASTM C 494, Type A, water-reducing or Type D, water-reducing and retarding.
 - 6. Mineral Admixture: ASTM C 618, Class F or Class C.
- D. Solvent Based Acrylic Curing Compound:
 - 1. Industry Standard: ASTM C 309, Type 1, Clear.
 - 2. Acceptable Compounds: Spartan-Cote by Burke, J-21 Acrylic Cure, Seal & Dustproof 19 by Dayton Superior, Clear Seal 150 by A.C. Horn, Master Seal by Master Builders, Kure-N-Seal by Sonneborn.
- E. Nonslip Aggregate:
 - 1. Product Data: Not less than 95 percent pure aluminum oxide.
 - 2. Acceptable Oxide Aggregates: Nonslip aggregate by Gifford-Hill, Alundum by Norton Company, Frictex N.S. by Sonneborn.
- F. Bonding and Patching Compounds:
 - 1. Acrylic Bonding Agents: ASTM C 932.
 - 2. Epoxy Bonding Agents: ASTM C 881.
 - 3. Patching Compounds: Two component cement base and acrylic polymer, with minimum compressive strength of 5,000 psi in 28 days.
- G. Concrete Curing Membranes:

1. Polyethylene: ASTM D 2103, clear or white, minimum 6 mils thick.
2. Reinforced Laminated Paper for Pedestrian Traffic Areas: ASTM C 171, Orange Label Sisalkraft by Fortifiber Corp.
3. Reinforced Laminated Paper for Non-Traffic Areas: ASTM C 171, Sisalkraft SK-10 by Fortifiber Corp.

2.3 MIXES (SKATEPARK)

- A. Proportioning:
 1. Comply with ACI 211.1 and UBC Section 2604.
 2. Proportion concrete in accordance with ACI 301, Article 3.8.
 3. When using Method 3, proportion concrete with a maximum water/cement ratio of 0.46.
 4. Maximum Pozzolan Weight: 18 percent of cement weight.
- B. Proportion Adjustments:
 1. Adjust concrete mix designs when material characteristics, site conditions, weather, test results, or other circumstances warrant a revised mix design.
 2. Do not use revised mix design until accepted by Owner's Representative.
- C. Mixing Procedures:
 1. Comply with ASTM C 94.
 2. Mix full load for 3 minutes at high speed upon arrival at site.
 3. Mix additional 5 minutes after adding water.
- D. Mix Requirements:
 1. Maximum Course Aggregate Size: 3/4 inch.
 2. Maximum Slump: 5 inches + 1/2 to - 1 inch.
 3. Entrained Air: 6 percent + or - 1 percent.
 4. Minimum Compressive Strength: $f'_c = 4,000$ psi (3,500 psi in 28 days) – REFER TO DRAWINGS
 5. Minimum Cement Plus Pozzolan Content: 550 pounds per cubic yard.
 6. Water Reducing Admixture: Type A or D.

PART 3 EXECUTION

3.1 PERFORMANCE

- A. Notification:
 1. Notify Owner's Representative 48 hours prior to placing concrete.
 2. Do not place concrete until Owner's Representative has examined formwork and reinforcing steel.
- B. Protection:
 1. Coat aluminum conduit embedded in concrete with protective material or prime paint prior to concrete placement.
- C. Surface Preparation:
 1. Clean and adjust forms, joints, and embedded items.

2. Check reinforcing placement and reinforcing support items and adjust reinforcing prior to placing concrete.
- D. Site Fabrication of Formwork:
1. Comply with requirements in ACI 301 and ACI 347.
 2. Fabricate corners and intersections flush without visible offsets.
 3. Fabricate, camber, and reinforce forms to meet 3/16 inch in 8 feet maximum deflection.
 4. Fabricate solid blocking behind formwork panel joints.
- E. Installation of Formwork and Joint Materials:
1. Install expansion joints between existing and new concrete and as indicated on Drawings.
 2. Install chamfer strip at exposed external vertical corners.
 3. Install isolation joints where items penetrate concrete slabs.
 4. Apply form coatings and release agents to concrete contact surfaces of removable formwork.
- F. Installation of Reinforcing:
1. Lap continuous grade 60 bars 30 or 36 diameters and not less than 24 inches, except where indicated otherwise on Structural Drawings.
 2. Lap continuous grade 40 bars 24 diameters and not less than 24 inches.
 3. Stagger reinforcing splices 36 inches minimum.
 4. Cover reinforcing with concrete to comply with building code.
- G. Concrete Placement:
1. Comply with ACI 301 and 304, placing concrete in a continuous operation within planned sections.
 2. Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping.
 3. Work concrete around reinforcement, embedded items, and forms.
- H. Installation of Anchor Bolts:
1. Set anchor bolts for structural plates with anchor bolts double nutted to CDX plywood or oriented strand board templates.
 2. Set anchor bolts for equipment with anchor bolts double nutted to templates furnished by equipment manufacturer.
- I. Adjusting, Removing, and Reusing Forms:
1. Adjust formwork after pouring concrete, to eliminate excessive deflection.
 2. Remove forms when concrete has attained its required strength.
 3. Clean concrete contact surfaces and reapply form release agents prior to reusing forms.

3.2 FINISHING VERTICAL SURFACES

- A. Finishing Concealed Vertical Concrete Surfaces:
1. Provide rough form finish, complying with ACI 301, paragraph 10.2.1.
 2. Remove fins and projections exceeding 1/4 inch in height and patch tie holes and surface defects.
- B. Finishing Exposed Vertical Concrete Surfaces:

1. Provide smooth form finish complying with ACI 301, paragraph 10.2.2.
2. Remove fins and projections and patch tie holes and surface defects.
3. Provide smooth rubbed finish for exposed curb and walk edges, complying with ACI 301, paragraph 10.3.1.
4. Within 24 hours after form removal, wet and rub exposed curb and walk edges with carborundum brick or other abrasive until uniform color and texture are produced.

3.3 FINISHING HORIZONTAL AND INCLINED CONCRETE SURFACES

A. Floated Slab Surface:

1. Provide floated slab surface to receive a hard troweled finish, complying with ACI 301, paragraph 11.7.2.
2. Begin floating when water sheen has disappeared and surface has stiffened sufficiently to permit float finishing.
3. Check planeness of surface with a 10 foot straightedge at two or more angles during or after first floating.
4. Cut high spots and fill low spots during floating to level concrete to 3/16 inch in 8 feet tolerance.
5. Refloat immediately to a uniform sandy texture.

B. Skate Park Finishing:

1. Provide a broom finish for exterior walks, stair treads, slabs, ramps, and curbs complying with ACI 301, paragraph 11.7.4.
2. Provide a hard troweled dry shake finish for skatepark complying with ACI 301, paragraph 11.7.6.
3. Provide a hard troweled dry shake finish for exterior slabs, ramps and curbs in areas indicated on Drawings, complying with ACI 301, paragraph 11.7.7.
4. Provide smooth or textured colored hardener finished slabs for exterior walking surfaces as indicated on Drawings.

C. Horizontal Concrete Finishing Requirements:

1. Tool radius exterior [slab, walk, ramp, and curb] exposed edges.
2. Saw cut, strip form or tool form crack control joints.
3. Finish concrete horizontal surfaces to tolerances specified in Articles 11.7, 11.8, and 11.9 in ACI 301.

D. Curing Procedures:

1. Cover exposed surfaces with concrete curing membrane and keep concrete and form surfaces wet for 48 hours minimum, complying with recommendations in ACI 308.
2. As soon as finished concrete is free of surface water, apply curing compound at manufacturer's recommended rate, on exterior concrete surface.

3.4 COMPLETION

A. Tests:

1. When required by Building Code, Section 306, Special Inspection Requirements, Owner will employ an Independent Testing Laboratory to evaluate site cast concrete curbs, ramps, and walks.
2. Concrete strength tests for quantities less than 50 cubic yards will not be required when waived by Building Official or Owner's Representative.

3. Comply with Building Code, Section 2604(h) for evaluation and acceptance of concrete.
- B. Repairing Exposed Vertical Concrete Surfaces:
1. Clean, dampen, and brush-coat concrete patch areas with acrylic or epoxy bonding agents.
 2. Fill honeycomb voids and rock pockets with patching compound.
 3. Compact and screed patching compound in place as recommended by patching compound manufacturer.
 4. Finish exposed concrete patches to match adjacent surfaces.
 5. Strike off excess patching compound at exposed surface.
 6. If defects in color and texture of concrete surface cannot be repaired, remove and replace the defective concrete.
- C. Adjusting and Cleaning:
1. Remove and replace damaged and defective concrete.
 2. Broom clean exposed horizontal surfaces prior to Substantial Completion.
- D. Protection:
1. Barricade area containing fresh concrete slabs, stairs, ramps, curbs, and walks for 24 hours minimum.
 2. Cover fresh concrete with 1/2 inch thick, plywood or oriented strand board for 48 hours minimum where exposed to public, pedestrian, and animal traffic.
 3. Protect concrete from shrinkage crack damage until protected by curing procedure.
 4. Protect concrete from physical damage or reduced strength caused by air temperatures below 35 degrees F. during curing period, as recommended in ACI 306R.
 5. Protect concrete from physical damage or reduced strength caused by air temperatures above 75 degrees F. during curing period, as recommended in ACI 305R.

END OF SECTION 03 3010

SECTION 03 3700 – SKATEPARK SPECIALTY PLACED CONCRETE**PART 1. GENERAL****1.1 RELATED WORK SPECIFIED ELSEWHERE**

A. Cast-in-Place Concrete: Section 03 3000

PART 2. PRODUCTS**2.1 MATERIALS**

A. Non-Shrink Grout:

1. Non-shrink grout shall be Sika 212, Euco N-S, Five-Star, or approved equivalent non-metallic cementitious commercial grout exhibiting zero shrinkage per ASTM C-287 and CRD-C-621. Grout shall not be amended with sand or cement and shall not be reconditioned with water after initial mixing. Unused grout shall be discarded after 20 minutes and shall not be used.

B. Cast-in-Place Concrete:

1. Concrete shall be supplied from a central ready-mix plant regularly engaged in the production of concrete, and delivered by rotating drum truck.
2. Concrete mix for cast-in-place concrete shall be 3,500 psi design strength at 28 days, 570 pounds of cement per cubic yard. Maximum aggregate size is 3/4-inch. Concrete shall be air-entrained with admixture to 5 to 7 percent air. Slump shall be between 3" and 5".
3. Reinforcing steel shall be new billet steel conforming to ASTM A615, Grade 60.
4. Tie wire shall be 16 gauge conforming to ASTM A-82.
5. Curing compound shall be of the white liquid membrane forming type and conform to ASTM C309, for exterior concrete.

2.2 CONSTRUCTION

A. Concrete Float System:

1. Materials delivered and stored at either the manufacturing facility, staging area, or jobsite shall be properly stored on dunnage or by other appropriate means to prevent direct contact with the ground and unnecessary damage.
2. The manufacturing facility shall be designed to provide the proper environment and physical conditions necessary for float casting. The facility shall provide adequate work space, equipment, level casting surfaces, and protection from direct sunlight, wind, moisture and freezing.
3. Forms:
 - a. Floats shall be cast in steel forms, with a smooth, true surface.

- b. Forms shall be designed in such a way to prevent unsightly finished surfaces or definite lines that could result in crack planes. Any rough edges, form marks, or defects shall be cleaned, ground smooth, or patched.
 - c. Float forms shall have a tolerance of not more than 1/8-inch from the dimensions shown on the shop drawings.
 - d. Concrete shall be vibrated internally and/or externally to assure a smooth dense finish. The placement will be such that the concrete float is monolithic with no cold joints in any part of the finished float.
4. Concrete Reinforcement:
- a. Galvanized welded wire fabrication used as concrete reinforcement shall be 2"x2" - 14/14. Welded wire fabric is required in the deck and the bottom sections with a minimum of a two (2) inch return to the sides and ends. Where splicing occurs, the overlap will be a minimum of four (4) inches. Galvanized wire mesh shall meet ASTM A-185.
 - b. Rebar shall be grade 40 or 60, conform to ASTM 615, and shall be epoxy coated after bending in accordance with ASTM A-775.
5. Concrete Mix Design:
- a. Prior to the manufacturing of any flotation units, the concrete mix design shall be approved by the Owner.
 - b. Concrete shall have a minimum twenty-eight (28) day compressive strength of 3,500 psi, per ASTM C-94. Floats made of concrete with less than specified strength may be rejected by the Owner.
 - c. The mix shall contain a minimum of 564 pounds (six sacks) of Portland Cement per cubic yard, either Type I or Type II modified, and low alkali. Type III cement may be used if the Tri-Calcium Aluminate of the cement is certified by the manufacturer to be between five (5) and eight (8) percent, and alkali content (Na_2O) and (K_2O) is less than 0.6 percent.
 - d. The theoretical concrete unit weight shall not be more than 120 pounds per cubic foot.
 - e. Coarse and fine aggregates shall conform to ASTM C-33-88, ASTM C-330 lightweight aggregates for structural concrete.
 - f. All concrete shall be air-entrained from five (5) to seven (7) percent and shall be tested in accordance with ASTM C-138, C-173, or C-231.
 - g. Water/cement ratio shall not exceed 0.45 for lightweight concrete.
 - h. Slump range shall be three (3) inches to six (6) inches when tested in accordance with ASTM C-143-78.
6. Through-Rod Connections:
- a. The minimum dimension for all through-rods for structural attachment is 3/4-inch thread diameter.
 - b. All through-rods shall be placed within PVC sleeves cast in the float units. The inside diameter of PVC shall be 7/8-inch.
 - c. All cast in inserts will be galvanized steel, 3/4-inch diameter, with a welded loop or horizontal restraining bar.
 - d. Walers shall be securely fastened to the concrete floats using galvanized through-rods, plate washers, spur locker washers, and nuts.
 - e. A minimum of four (4) through-rods per float unit are required, with a minimum average of one (1) through-rod per two (2) lineal feet of float length.

- f. Through-rods shall be placed through each float unit within six (6) inches of each end of that unit, within six (6) inches of each lumber splice and through all four holes of each pile hoop.
 - g. No connecting device shall protrude beyond the fascia into the berth area. Any connecting device protruding above the surface of the deck shall have a low, rounded profile.
- 7. Deck Finish:
 - a. The float deck surface shall be trowel finished with a steel trowel and a slip-resistant finish applied transversely to the walking surface.
 - b. Contractor shall establish finishing methods and procedures to insure an even and consistent troweled finish on all transition and deck surfaces.
 - c. All top edges shall have a 3/8-inch tooled radius with a minimum 1-1/2 inch wide smooth hard steel finished face.
 - d. Outside top edges and corners shall be filed smooth.
- 8. Curing, Handling and Storage:
 - a. Except as otherwise approved, floats shall be cured for a minimum of seven (7) days before transporting or assembling.
 - b. The Contractor shall select his own method of curing and be responsible for the result, except that all curing shall be under cover and with complete protection from direct sunlight, wind, and freezing for a period of three (3) days.
 - c. Contractor shall take care in establishing handling methods to avoid damage to floats during form removal, storage, assembly and installation.
 - d. Storage of flotation units shall be on level surfaces, and it shall be the responsibility of the Contractor to determine how high to stack units to avoid damage. Care shall be taken to avoid damage caused by overstacking.
 - e. Floats shall be protected against damage from any cause.
 - f. Any damaged units shall be rejected and removed from the assigned job.
- 9. Cracks:
 - a. Cracks located below the structural deck that do not indicate migration to the deck surface may be repaired with the approval of the Owner's Representative.
 - b. Cracks which are open or which exceed two (2) feet in length shall be V-cut out and patched with a non-shrink patching compound approved by the Owner.
 - c. Excessive cracking in a single flotation unit shall be cause for rejecting that unit. Any frequently recurring pattern of cracking shall be considered indicative of inadequate design or improper handling. It shall be corrected by replacement and appropriate changes in design or procedures.
 - d. Rock pockets exceeding one (1) inch in diameter and/or 3/8-inch in depth and/or honeycombing, shall be patched with an approved non-shrink grout of a color similar to the cured concrete. Any pockets which expose mesh or rebar shall be chipped out, cleaned, filled with an approved epoxy patching compound.
- 10. Float Weight:
 - a. The weight of the complete flotation units shall not vary from the theoretical weight or mean weight of all similar units by more than six (6) percent.
 - b. Submit program to verify actual float weights, quantity to be weighed, and method of recordkeeping.

11. Float Identification:
 - a. All floats are to be clearly identified on one side and one end between the bottom of the waler and the waterline with the date of manufacture, specific float type, and job number.
12. Lumber:
 - a. All timber walers and bullrails shall be of Coast Region Douglas Fir; "No. 1" or better per West Coast Lumber Inspection Bureau (WCLIB) grading rules no. 16, paragraph 123 or paragraph 124 as applicable.
 - b. Lumber shall be fabricated accurately to provide uniform gaps and butt joint connections. Lumber splices shall not exceed 1/2-inch between adjoining ends.
 - c. All walers, fascia, spacers, plywood, or any other member which is subject to foot traffic, shall be flush with the concrete walking surface.
13. Lumber Treatment:
 - a. All lumber shall be pressure preservative treated with ACZA to .6 pound retention.
 - b. All lumber will be cut to length and bolt holes drilled prior to pressure treatment as far as is possible.
 - c. Tie bands used for delivery must have plates between the bands and the wood to prevent crushing. Bundle identification shall be done so as not to stain lumber surfaces.
 - d. All field cuts and bored holes exposed after pressure treatment shall be brush coated with the preservative solution.
 - e. Incise wood members prior to treatment.
14. Steel:
 - a. All structural steel channels, angles, and plates shall be fabricated from mild steel conforming to ASTM A-36.
15. Hardware:
 - a. Bolts, nuts, washers, and through-rods shall be mild steel, in accordance with ASTM A-307, and have a minimum of 1-1/2 inch of thread.
 - b. All hardware shall be hot dipped galvanized in accordance with ASTM A-123-78.

2.3 SPECIALTY MATERIAL

A. Expanded Polystyrene Core (EPS)

1. The closed cell expanded polystyrene core used inside the concrete unit shall meet Federal Specification C-578-85 which superseded Federal Specification HH-I-524C.
2. The foam shall weigh between .95 and 1.10 pounds per cubic foot.
3. EPS to have a maximum absorption of three (3) percent by volume as tested by ASTM Method C-272.
4. The foam core shall be held in a true position during the casting operation with an allowable variation of 1/8-inch from the dimensions shown on the shop drawings.
5. Foam billets will have a dimensional tolerance of plus 0.125 inch and minus 0.125 inch.
6. Foam core may not have more than ten (10) percent reground EPS foam material. Reground foam pieces shall not exceed 3/8-inch in diameter.
7. Foam core shall be made up of not more than four (4) laminated sections.

8. The laminated foam core shall be glued with a low solvent glue, and shall be strapped to prevent delamination during transportation and handling.
9. No horizontal lamination may occur in the upper ten (10) inches of the foam core.

PART 3. EXECUTION

3.1 INSTALLATION

- A. Deliver to project site and install configuration as shown on the drawings.
- B. Protect from damage before and during installation.

3.2 CAST-IN-PLACE CONCRETE

- A. Consolidate concrete during and immediately after depositing, with mechanical high frequency internal vibrators.
- B. All concrete shall be in final position in the forms within 140 minutes after the addition of the cement to the aggregate. Concrete mix which exceeds this time limit shall be immediately rejected by the Owner and shall not be placed in the forms.
- C. Protect concrete from rain during finishing and sealing operations.
- D. Finish slab with steel trowel smooth finish.
- E. Finish exterior concrete slabs with broom for non-skid finish.
- F. Cure concrete by using curing compound of the white liquid forming type and conform to ASTM C309. Wet burlap, canvas or other additional protection acceptable to the Owner may be needed to keep the concrete moist for a minimum of seven (7) calendar days.
- G. Protect concrete from freezing for a seven (7) day minimum curing period.

END OF SECTION 03 3700

SECTION 03 6000 – SKATEPARK GROUTING**PART 1 GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Non-shrink non-metallic grout.
2. Non-shrink metallic grout.
3. Anchoring cement.
4. Epoxy grout.

B. Related Sections:

1. Section 05 5000, Metal Fabrications - Skatepark: Grout and anchoring cement for metal fabrications.

1.2 SUBMITTALS**A. Product Submittals:**

1. Comply with requirements in Comply with requirements in City of Keizer and State of Oregon Standard Specifications.
2. Submit product data for grout materials.

B. Quality Assurance Submittals:

1. Comply with requirements in Comply with requirements in City of Keizer and State of Oregon Standard Specifications.
2. Submit building code required compression test reports for structural grout.
3. Submit manufacturer's installation instructions for structural grout.

1.3 SITE CONDITIONS**A. Environmental Requirements:**

1. Do not place grout when temperature or humidity will affect the performance or appearance of the grout.
2. Do not place grout on dirty, wet, or frozen substrates.

PART 2 PRODUCTS**2.1 MANUFACTURERS****A. Substitute Manufacturers:**

1. Submit substitution requests prior to Bid Date.
2. Comply with requirements in Comply with requirements in City of Keizer and State of Oregon Standard Specifications.

2.2 MATERIALS**A. Nonmetallic Nonshrink Grout.**

1. Industry Standard: ASTM C 1107.

2. Type: Shrink resistant, nonstaining, noncorrosive.
 3. Minimum Compressive Strength: $f'_c = 5,000$ psi in 28 days.
 4. Acceptable Grouts: Upcon by Bostik Construction Products, Nonmetallic Grout by Burke, Euco N-S Grout or Euco Dry Pack Grout by Euclid Chemical, Conbextra S by Fosroc Preco, Sealtight 588 by W.R. Meadows, Masterflow 713 by Master Builders, SikaGrout 212 by Sika, SonogROUT and SonogROUT G.P. by Sonneborn, Five Star Grout by U.S. Grout.
- B. Anchoring Cement:
1. Type: Premixed, packaged, shrink resistant.
 2. Minimum Compressive Strength: $f'_c = 4,000$ psi in 28 days.
 3. Acceptable Anchoring Cements: Burke Stone by Burke, K-Ment by Euclid Chemical, Embeco 153 by Master Builders, Thorogrip by Thoro System Products.
- C. Epoxy Grout:
1. Industry Standard: ASTM C 881.
 2. Type: Premixed, packaged, two component, epoxy resin.
 3. Minimum Compressive Strength: $f'_c = 6,000$ psi in 28 days.
 4. Acceptable Grouts to Bond Plastic Concrete to Existing Concrete: Concessive 1001 LPL by Adhesive Engineering, Upcon Epoxy Grout by Bostik Construction Products, Medium Viscosity 881 LPL Patch and Bond Epoxy by Burke, High Strength Grout by Euclid Chemical, Probond 812 medium viscosity by ProKrete Industries, Sikadur 32 Hi-Mod by Sika, Sonobond by Sonneborn, Five Star Epoxy Grout by U.S. Grout.
 5. Acceptable Grouts to Bond Concrete to Reinforcing Steel: Concessive 1441 by Adhesive Engineering, 881 LPL Topping and Crack Grouting Epoxy by Burke.

PART 3 EXECUTION

3.1 PERFORMANCE

- A. Surface Preparation:
1. Remove loose aggregate and coating materials from substrate surfaces prior to placing grout and anchoring cement.
 2. Support bearing plates above cleaned bearing surfaces with double nutted anchor bolts and wedges.
 3. Position and plumb supporting steel members then tighten double nutted anchor bolts.
 4. Cut off part of wedges and shims which protrude beyond the edge of base and bearing plates.
- B. Installation of Cementitious Grout Below Bases and Bearing Plates:
1. Pack space below base and bearing plates supporting structural members and stationary equipment with nonmetallic nonshrink grout until no voids remain.
 2. Pack space below bearing plates supporting vibrating equipment with metallic nonshrink non-catalyzed grout until no voids remain.
 3. Trowel exposed grout surfaces to smooth finish.
 4. Cure grout to comply with manufacturer's printed instructions.
- C. Installation of Cementitious Grout in Steel Door and Relite Frames:
1. Install nonshrink nonmetallic grout inside steel door and relite frames in concrete walls.

D. Installation of Anchor Bolts with Anchoring Cement:

1. Set anchor bolts for structural plates with anchor bolts double nutted to CDX plywood or oriented strand board templates.
2. Set anchor bolts for equipment with anchor bolts double nutted to templates furnished by equipment manufacturer.
3. Fill space around anchor bolts in drilled concrete and masonry with anchoring cement as recommended by anchoring cement manufacturer.

E. Installation of Epoxy Grout:

1. Coat existing concrete contact surfaces with epoxy grout at spalled concrete areas prior to filling with plastic cement.
2. Fill space between existing drilled and dowel sleeved concrete and new reinforcing bars and dowels with epoxy grout.

3.2 COMPLETION**A. Grout Testing:**

1. When required by the Building Code, Section 306, Special Inspection Requirements, Owner will employ an independent testing laboratory to evaluate grout supporting structural members.
2. Comply with procedures in Comply with requirements in City of Keizer and State of Oregon Standard Specifications.
3. Test nonmetallic nonshrink grout in accordance with ASTM C 109.
4. Test epoxy grout in accordance with ASTM C 579, Method B.

B. Manufacturer's Field Service:

1. Grout and anchoring cement manufacturer's representative shall provide technical assistance and two project site visits to ensure that grout and anchoring cement work is performed in accordance with manufacturer's instructions.

C. Adjusting and Cleaning:

1. Replace damaged and defective grout and anchoring cement work.
2. Remove excess materials from the site.

D. Physical Barrier Protection:

1. Cover fresh grout and anchoring cement for 24 hours minimum.
2. Cover fresh grout and anchoring cement with plywood or oriented strand board where exposed to public, pedestrian, and animal traffic.

END OF SECTION 03 6000

SECTION 05 5000 – SKATEPARK METAL FABRICATIONS**PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes Factory Fabricated Items:
 - 1. Fittings for handrails and railings.
- B. Section Includes Custom Fabricated Steel Framing:
 - 1. Threshold and seismic joint angles.
- C. Related Sections:
 - 1. City of Keizer and State of Oregon Standard Specifications.
 - 2. Section 03 3000, Cast-In-Place Concrete - Skatepark: Inserts and anchors for concrete substrates.
 - 3. Section 05 5200, Handrails and Railings - Skatepark: Handrails and railings.

PART 2 PRODUCTS**2.1 COMPONENTS**

- A. Steel Framing Materials:
 - 1. Steel Plates, Shapes, Bars: ASTM A 36 and UBC Standard 27-1.
 - 2. Round Steel Tubing: ASTM A 500, Grade B, $F_y = 42$ KSI, welded at concealed locations, and seamless at exposed locations.
 - 3. Steel Pipe: ASTM A 53, Grade B, $F_y = 35$ KSI, Schedule 40, Type S, seamless at exposed locations, Type E at concealed locations, except where indicated otherwise on Drawings.
 - 4. Checker Plate Steel: Minimum 3/16 inch thick, four way steel plate.
- B. Bolts and Electrodes:
 - 1. Standard Bolts: ASTM A 307, Grade A.
 - 2. High Strength Bolts: ASTM A 325.
 - 3. Electrodes: AWS A5.1, E60XX or AWS A5.1 or A5.5, E70XX.
 - 4. Concrete Expansion Anchors: ICBO approved, zinc plated in accordance with ASTM B 633, hot-dipped galvanized in accordance with ASTM A 153, or A151 304 stainless steel FS FF-S-325, Group II, Type 4, Class 1, Sup-R-Stud by Diamond, Inc., Kwik-Bolt II or Sleeve Anchor by Hilti Fastening Systems, Inc., Red Head Wedge Anchors by ITW Ramset, Rawl-Stud by Rawlplug Co., Inc.
 - 5. Masonry Anchors: Sleeve Anchor by Hilti, Red Head Sleeve Anchors by ITW Ramset.
 - 6. Anchor Bolts: Galvanize exterior bolts and bolts exposed to moisture in accordance with ASTM A 563, Class C.
 - 7. Nuts: ASTM A 563, Class 2A fit before galvanizing.
 - 8. Plain Washers: Round steel FS FF-W-92.
- C. Malleable Iron Set Screw Pipe Fittings:
 - 1. Industry Standard: ASTM A 47, Grade 32510.
 - 2. Factory Finish: ASTM A 153, hot-dip galvanized, with 2 ounces of zinc per square foot.

3. Set Screws: Zinc plated.
4. Acceptable Fittings: Kee Klamp by Kee Industrial.

D. Handrail Fittings for Schedule 40 Steel Pipe:

1. Acceptable Fittings: Cast or Malleable iron fittings by Julius Blum, Braun, or Wagner.
2. Pipe Diameter: 1-1/2 inches inside, 1.90 inches outside.

2.2 SHOP FABRICATION PROCESS

A. Fabrication Requirements:

1. Comply with UBC Standard 27.2, AISC Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings, and AISC Specifications for Architecturally Exposed Structural Steel.
2. Fabricate items to dimensions required by field measurements and shop drawings.
3. Use welds for shop connections and bolts for field connections, except where indicated otherwise on Drawings.
4. Preassemble items in shop and disassemble units only as required for shipping and handling.
5. Mark assembled components for field assembly and coordinated installation.
6. Use materials of size and thickness indicated or, if not indicated, as required to meet structural requirements.

B. Welded Steel Connections:

1. Form exposed connections with flush hairline joints.
2. Comply with AWS Structural Welding Code D1.1.
3. Fabricate assemblies to meet UBC Standard 27-6 with welded joints using shielded metal-arc process (SMAW).
4. Shop weld joints with 3/16 inch minimum welds, unless indicated otherwise on shop drawings.
5. Grind exposed welds smooth.

C. Bolted Connections:

1. Provide anchor bolts for connecting to other work.
2. Drill and tap steel as required to receive bolted connections.
3. Make bolt holes 1/16 inch larger than nominal bolt diameter.
4. Do not furnish bolts with threads within shear plane of the bolt.
5. Furnish beveled washers for bolt heads and nuts bearing on sloped flanges.

2.3 SHOP FABRICATED ASSEMBLIES

A. Fabrication of Structural Framing:

1. Fabricate custom fabricated bolts, plates, tie rods, anchors, dowels, and welded steel shapes for framing, supporting, and anchoring wood framing.

B. Fabrication of Bearing Plates:

1. Fabricate loose bearing plates for steel items and equipment bearing on concrete or masonry.
2. Drill bearing plates to receive anchor bolts.

2.4 SOURCE QUALITY CONTROL

A. Shop Weld Inspections:

1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Preparation:

1. Furnish inserts, anchors, setting drawings, templates, and instructions for items to be embedded in concrete and masonry substrates.

B. Field Fabrication:

1. Perform required cutting, drilling, and fitting.
2. Fit components to form tight hairline joints.
3. Apply prime paint to damaged galvanized and prime painted steel surfaces.
4. Field weld where required by shipping size limitations as indicated on shop drawings.
5. Field weld joints using shielded metal-arc process (SMAW) complying with UBC Standard 27-6.
6. Grind exposed field welds smooth.
7. Install bolted connections as detailed on shop drawings.
8. Comply with UBC Standard 27-7 for high strength bolts.

C. Installation Requirements:

1. Comply with AISC Manual of Steel Construction and UBC Standard 27-2.
2. Set work accurately in location, alignment and elevation, measured from established lines and levels.
3. Align members to tolerance as indicated in AISC Specifications for Structural Steel.
4. Install temporary bracing to support fabrications indicated to be supported by concrete and masonry structures.
5. Anchor fabrications to substrates with threaded fasteners.

D. Installation of Bearing Plates:

1. Set bearing plates on cleaned bearing surfaces, using wedges and anchor bolts as required.
2. Secure bearing plates and anchor bolts complying with requirements in Section 03 6000, Grouting - Skatepark.

3.2 COMPLETION

A. Field Weld Inspections:

1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.

B. Adjusting and Cleaning:

1. Replace damaged and defective members.
2. Adjust alignment when members are installed more than 1/4 inch from design dimension.

3. Remove pits, bumps, and irregular weld grinds from exposed surfaces.
4. Touch up damaged shop primer on exposed steel after installation.
5. Clean field welds, bolted connections, and abraded areas, and apply same type primer paint as used in shop.
6. Remove dirt and oil from metal items scheduled for field finishing.

C. Metal Protection:

1. Apply protecting material to face of metal in areas of potential galvanic activity between contacting dissimilar metal materials.
2. Maintain factory applied cover to protect abrasive stair nosings until Substantial Completion.

END OF SECTION 05 5000

SECTION 05 5213 – SKATEPARK PIPE AND TUBE RAILINGS**PART 1 GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Exterior steel stair handrails and railings.

B. Related Sections:

1. City of Keizer and State of Oregon Standard Specifications.
2. Section 03 6000, Grouting - Skatepark: Anchoring cement for railing standards.
3. Section 05 5000, Metal Fabrications - Skatepark: Steel structural supports.

1.2 SYSTEM DESCRIPTION**A. Structural Requirements:**

1. Design handrails and railings to resist design load of 200 pounds in any direction at any point on the railing or 50 pounds per lineal foot whichever is greater without deflection in excess of L/180 and without permanent member deformation.
2. Use AISC Manual of Steel Construction, Eighth Edition for steel railing structural requirements.

PART 2 PRODUCTS**2.1 MATERIALS****A. Steel Materials:**

1. Structural Steel Plates, Shapes, and Bars: ASTM A 36.
2. Steel Bars: ASTM A 108, Grade 1045.
3. Cold-Formed Steel Tubing: Round, square and rectangular, ASTM A 500, Fy=42 KSI, Grade B, Seamless.
4. Hot-Formed Steel Tubing: Round, square and rectangular, ASTM A 501, Fy=36 KSI, Seamless.
5. Steel Pipe: ASTM A 53, Type E, Electric Resistance Welded, Fy=30 KSI, Grade A. Standard Schedule 40, 1-1/4 inch inside diameter, 1.66 inches outside diameter, except where indicated otherwise on Drawings.

B. Connecting Materials:

1. Standard Bolts: ASTM A 307, Grade A.
2. Steel Welding Electrodes: AWS A5.1, E60XX.
3. Aluminum Welding Electrodes: Aluminum alloy as recommended by pipe manufacturer.
4. Concrete Anchors: ICBO approved FS FF-S-325, Group II, Type 4, Class I, Sup-R-Stud by Diamond, Inc., Kwik-Bolt II by Hilti Fastening Systems, Inc., Red Head Wedge Anchors by ITW Ramset, Rawl-Stud by Rawlplug Company, Inc.
5. Masonry Anchors: Sleeve anchor by Hilti, Red Head Sleeve Anchor by Phillips.
6. Epoxy Adhesive for Drilled Anchors: Concrecive Epoxy Cartridge by Master Builders, Inc. or HV by Hilti Fastening Systems.

7. Brass Adhesive: Brass Lock.
 8. Concealed Fasteners: As furnished by aluminum handrail manufacturer.
- C. Finishing Materials:
1. Shop Primer for Painted Exterior Steel: Polyamide epoxy.
- D. Fittings for Steel Pipe:
1. Fitting Material: Cast or Malleable iron.
 2. Acceptable Fittings: Schedule 40 steel pipe fittings by Braun, Tisco International, or Wagner.
- E. Anchoring Cement:
1. Type: Premixed, packaged, shrink resistant.
 2. Minimum Compressive Strength: $f_c = 4,000$ psi in 28 days.
 3. Acceptable Anchoring Cements: Burke Stone by Burke, K-Ment by Euclid Chemical, Embecco 153 by Master Builders, Thorogrip by Thoro System Products.

2.2 FABRICATION

- A. Fabrication Requirements:
1. Drill and tap railings as required to receive hardware.
 2. Finish required anchors for connecting to other work.
 3. Install closer plate or hemisphere cap on railing ends.
 4. Provide for thermal expansion of exterior handrails and railings.
 5. Form exposed connections with flush hairline joints.
 6. Preheat ASTM A 108 steel to not less than 400 degrees F prior to welding.
 7. Form railing post sleeves from PVC or hot-dip galvanized steel pipe.
- B. Shop Finishing:
1. Commercial blast clean railing surfaces to meet SSPC SP-6 requirements.
 2. Heat railings to 400 degrees F. as recommended by coating manufacturer.
 3. Pretreat surfaces with iron phosphate as recommended by coating manufacturer.
 4. Apply zincrich gray colored TGIC polyester coat to 3.5 mils thick.
 5. Apply TGIC polyester finish coat to 3.5 mils thick as recommended by coating manufacturer.

PART 3 EXECUTION

3.1 PERFORMANCE

- A. Substrate Preparation:
1. Perform cutting, drilling, blocking and shimming of substrate as required for installation.
 2. Verify location of solid blocking and structural framing to support wall and floor mounted handrails and railings.
- B. Installation Procedures:
1. Set handrails and railings accurately in location, alignment, and elevation, measured from established lines and levels.
 2. Secure handrails and railings with concealed anchors and set screws except where

exposed screws or bolts are indicated on Drawings.

3. Anchor handrails and railings to structural members, solid wood blocking, concrete, and steel plate blocking.

C. Installation of Railing Standards:

1. Set railing standard in concrete opening not less than 1/2 inch diameter greater than outside diameter of railing standard.
2. Set railing standard in anchoring cement.
3. Comply with requirements in Section 03 6000, Grouting - Skatepark.

D. Installation of Handrail Brackets:

1. Drill 1 inch diameter hole in solid grouted masonry or concrete wall.
2. Set 3/8 inch diameter threaded anchor bolt in anchoring cement.
3. Allow anchoring cement to set 2 hours minimum prior to installing handrail bracket.
4. Set 3/8 inch diameter bolt in solid wood blocking or 3/16 inch thick steel plate blocking or cold rolled channel blocking with thread toward handrail bracket.
5. Anchor brackets as recommended by manufacturer.

E. Installation of Handrail and Railing to Wall Brackets:

1. Drill and tap railing and secure to brackets with two flat head machine screws.

3.2 COMPLETION

A. Adjusting and Cleaning:

1. Replace damaged and defective members and adjust alignment of railings.
2. Remove pits, bumps, and irregular weld grinds from exposed surfaces.
3. Touch up shop primer on exposed steel handrails and railings.
4. Clean field welds, bolted connections and abraded areas, and apply type primer paint as used in shop.
5. Touch up shop finished steel and aluminum with same coating as used in fabricating shop.
6. Remove dirt and oil from handrails and railings prior to Substantial Completion.

END OF SECTION 05 5213

SECTION 32 1124 – SKATEPARK AGGREGATE BASE COURSE**PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Aggregate base for building pads, pavements, curbs, gutters, ramps, and walks.
- B. Related Documents and Sections:
 - 1. City of Keizer and State of Oregon Standard Specifications.
- C. Allowances:
 - 1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.

1.2 SYSTEM DESCRIPTION

- A. Density Test Requirements:
 - 1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.

1.3 SUBMITTALS

- A. Product Submittals:
 - 1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.
- B. Quality Assurance Submittals:
 - 1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.

1.4 QUALITY ASSURANCE

- A. Paving Base Conference:
 - 1. Prior to placing aggregate base course, meet at the site with Owner's Representative and/or independent testing laboratory representative to review limits of base course work and procedures for protecting site improvements and inspecting and testing aggregate base course during placement and final grading.

1.5 SITE CONDITIONS

- A. Temperature and Moisture Requirements:
 - 1. Do not place or grade aggregate base course unless ambient air temperature is above 35 degrees F. and subgrade soils are within moisture limits.
- B. Scheduling:
 - 1. Do not cover utility lines or subgrade soil and aggregate materials prior to acceptance of required inspections and tests.
 - 2. Remove aggregate base and leveling course materials covering damaged, defective,

uninspected, and untested subgrade soils, backfill aggregates, and below grade utility lines.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Substitute Manufacturers:

1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.

2.2 MATERIALS

A. Aggregate Materials:

1. Coarse Aggregate, A1: As indicated in Section 31 2200, Grading - Skatepark.
2. Coarse Aggregate, A2: As indicated in Section 31 2200, Grading - Skatepark.
3. Coarse Aggregate, A3: As indicated in Section 31 2200, Grading - Skatepark.
4. Coarse Drainage Gravel, A4: As indicated in Section 31 2300, Excavating, Backfilling, and Compacting - Skatepark.
5. Coarse Retaining Wall Gravel, A5: As indicated in Section 31 2300, Excavating, Backfilling, and Compacting - Skatepark.
6. Medium Aggregate, A6: Selected structural course aggregate, conforming to Oregon State Highway Standard Specifications, with 3/4 inch maximum aggregate size and not more than 5 percent passing a 200 sieve (washed analysis).
7. Medium Aggregate, A7: Selected structural course aggregate, crushed rock, conforming to City of Keizer Standard Construction Specifications, Sections for aggregates.
8. Medium Aggregate, A8: As indicated in Section 31 2300, Excavating, Backfilling, and Compacting - Skatepark.
9. Medium Aggregate, A9: As indicated in Section 31 2300, Excavating, Backfilling, and Compacting - Skatepark.

B. Sheet and Fabric Materials:

1. Polyethylene Vapor Retarders: ASTM D 2103, 6 mils thick, black.
2. Laminated Sheet Vapor Retarders: Polyethylene and kraft paper with moisture vapor transmission of 0.10 perms or less in accordance with ASTM E 96, Procedure A, Moistop by Fortifiber Corporation, Ply-Bar Plus II by Glas-Kraft, Tu-Tuf 4 by Sto-Cote Products, Inc., Premoulded Membrane Vapor Seal by W.R. Meadows.
3. Soil Stabilization Fabric: 23 mils thick, 4 ounces per square yard, polypropylene, Propex 2002 by Amoco or 500X by Mirafi.

2.3 EQUIPMENT

A. Compacting Equipment:

1. As indicated in City of Keizer and State of Oregon Standard Specifications.

B. Aggregate Base Course Source Tests:

1. As indicated in City of Keizer and State of Oregon Standard Specifications.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Verification of Conditions:

1. Examine subgrade soil for moisture content, density, and existing site drainage conditions.
2. Verify complete installation and inspection of required below grade utility lines and underground structures.
3. Owner's Representative will examine imported aggregate base course materials prior to site placement.

B. Protection:

1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.

C. Preparation:

1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.

D. Installation of Geotextile Soil Stabilization Fabrics:

1. Install geotextile soil stabilization fabric over subsoils prior to placing concrete slab base aggregate and prior to placing base aggregates below asphaltic concrete paving.
2. Lap edges and ends of soil stabilization fabrics not less than 4 inches.
3. Anchor geotextile fabric as recommended by fabric manufacturer.

E. Placing and Spreading Concrete Slab Base Course:

1. Place Medium Aggregate, A7 base course on prepared substrate and geotextile soil stabilization fabric in a single layer to not less than 4 inch depth below new interior concrete slabs on grade.
2. Place Medium Aggregate, A7 base course on prepared substrate to not less than 4 inches deep below new exterior concrete curbs, walks, stairs, and ramps on grade.
3. Place Fine Aggregate, A9 leveling course to not less than 2 inches deep on top of vapor retarder below interior concrete slabs on grade.
4. Place Fine Aggregate, A9 leveling course to not less than 2 inches deep on top of soil substrate below exterior concrete curbs, walks, stairs, and ramps on grade.
5. When compacted base course is 6 inches thick or less, place base materials in a single layer.
6. When compacted base course is indicated more than 6 inches thick, place material in equal layers, except no single layer more than 6 or less than 3 inches in thickness after compaction.

G. Compacting and Grading of Aggregate Base Course:

1. Compact each layer of concrete slab base, course aggregates to 90 plus percent of maximum density at optimum moisture content as determined by Modified proctor test, ASTM D 1557.
2. Grade aggregate base courses to levels indicated.
3. Finish grade top of aggregate base courses below concrete slabs, curbs, footings, and walks to not more than plus 1/4 inch above or minus 1/2 inch below the elevations indicated on Drawings.

4. Finish grade top of aggregate base courses below asphaltic concrete paving to not more than 0.05 feet above or below the elevations indicated on Drawings.

3.2 COMPLETION

A. Site Tests and Inspections:

1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.
2. Proof roll subgrade with substrate compaction test equipment in presence of Owner's Representative.
3. If subsoil compresses more than 1/2 inch under load of substrate compaction test equipment, remove loose soil and backfill as directed by Owner's Representative.
4. Determine moisture density of aggregate base courses with nuclear testing equipment in accordance with City of Keizer and State of Oregon Standard Specifications.

B. Maintenance of Moisture Content and Density:

1. Comply with requirements in City of Keizer and State of Oregon Standard Specifications.

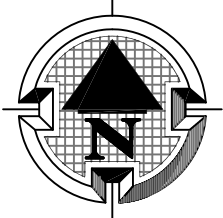
C. Disposal:

1. Remove waste material from the site.
2. Remove excess aggregate base course materials from the site.

D. Daily Cleaning:

1. Remove aggregate base course material spills from existing roads, walks, pavements, and surface water drainage trenches.

END OF SECTION 32 1124



LOCATION MAP

N.T.S.

PROJECT TEAM

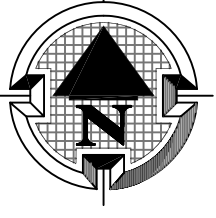
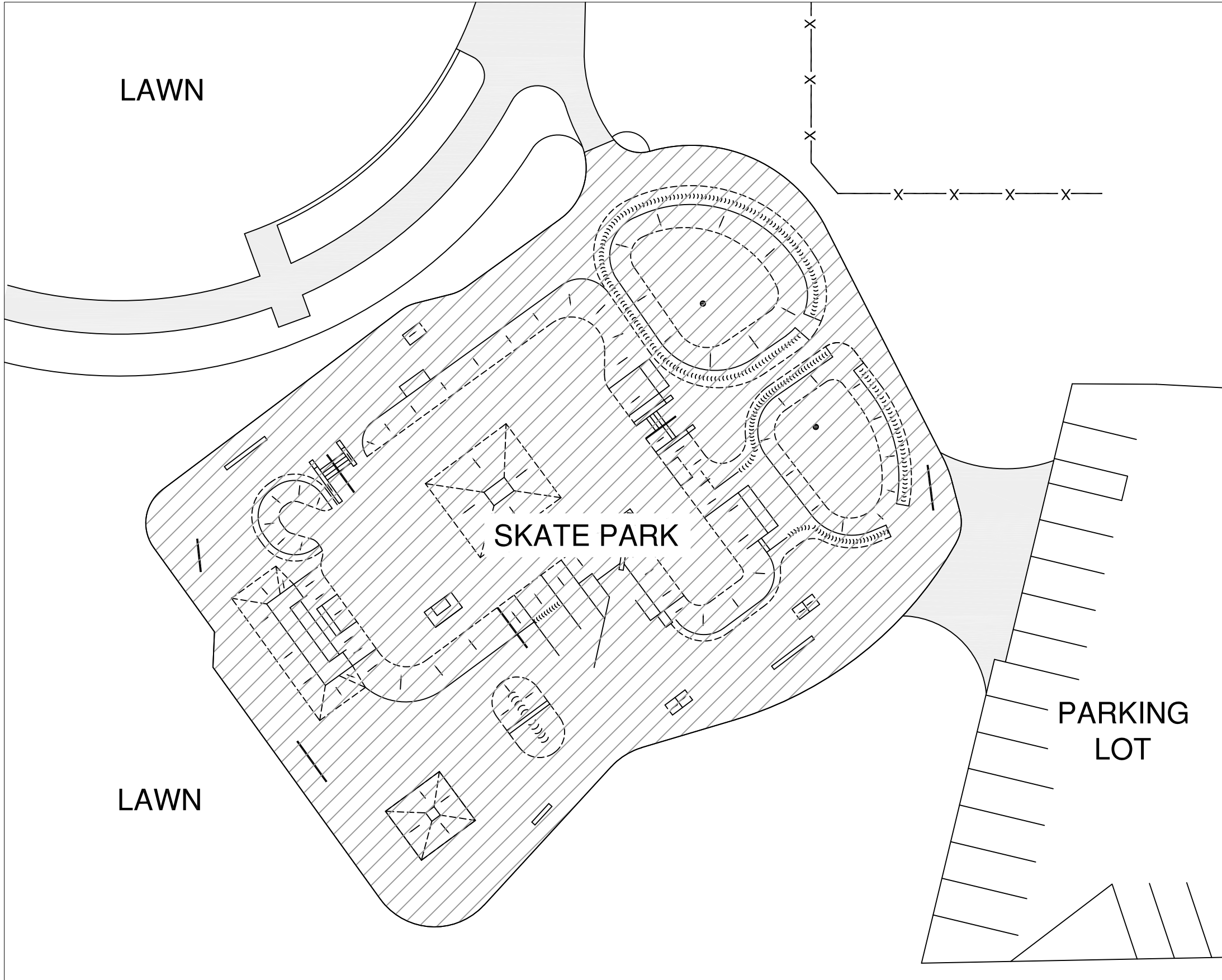
OWNER'S REPRESENTATIVES
ROBERT JOHNSON
PARKS AND FACILITIES DIVISION MANAGER
930 CHEMAWA ROAD NE
KEIZER, OR 97303
(503) 856-3569

LANDSCAPE ARCHITECT
TROY MEARS, RLA
MEARS DESIGN GROUP, LLC
PO BOX 23338
PORTLAND, OR 97281
(503) 601-4516
(503) 924-4688 FAX

SKATE PARK DESIGNER
MARK SCOTT
DREAMLAND SKATEPARKS, LLC
2150 SE HWY 101, PMB 384
LINCOLN CITY, OR 97367-2622
(503) 577-9277

GENERAL NOTES

- DO NOT OBTAIN DIMENSIONS BY SCALING DRAWINGS. USE WRITTEN DIMENSIONS AND ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK.
- ADVISE THE OWNER'S REPRESENTATIVE OF ANY CONFLICTS OR DISCREPANCIES 5 (FIVE) WORKING DAYS PRIOR TO STARTING WORK.
- VERIFY LOCATION OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK FOR LOCATIONS CONTACT UTILITIES NOTIFICATION CENTER (811) NOT LESS THAN 72 HOURS PRIOR TO BEGINNING WORK.
- CONTRACTOR TO COORDINATE WITH CITY OF KEIZER PARKS AND FACILITIES DIVISION REPRESENTATIVE REGARDING CONSTRUCTION COORDINATION, SCHEDULING, ETC.
- ALL CONCRETE TO BE 4,000 PSI WITH #3 REBAR (GRADE 40) AT 18 INCHES ON CENTER UNLESS OTHERWISE NOTED ON CONSTRUCTION DETAILS.
- ALL STEEL COPING TO BE 2 INCH SCHEDULE 40 AND PAINTED BLACK.
- TOE CONNECTIONS TO EXISTING CONCRETE TO BE CUT BACK (2) TWO INCH MINIMUM.
- NEW CONCRETE DEPTH OF BOWL FLOORS TO BE 2-1/2" TO 4" THICK OF WITH MINIMUM 1/2% SLOPE TO NEW FLOOR DRAINS. DESIRED SLOPE SHALL BE 1% TO 2% SLOPE TO DRAINS AT FLOOR FINISH.
- NEW FLOOR DRAINS TO REUSE EXISTING STORM SEWER PIPING.
- NEW CONCRETE TRANSITIONS ON BOWLS WILL VARY FROM 3 INCH TO 12 INCH THICKNESS.
- ALL BIDDER SHALL MEET QUALIFICATIONS AS LISTED IN SPECIFICATIONS.



AREA OF WORK MAP

N.T.S.

DRAWING INDEX

SHEET TITLE	SHEET NUMBER
COVER SHEET	SP0
EXISTING CONDITIONS/DEMOLITION PLAN	SP1
LAYOUT PLAN	SP2
REFERENCE PLAN	SP3
CONSTRUCTION DETAIL SHEET	SP4
CONSTRUCTION DETAIL SHEET	SP5



Know what's below.
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OREGON
11/21/2003
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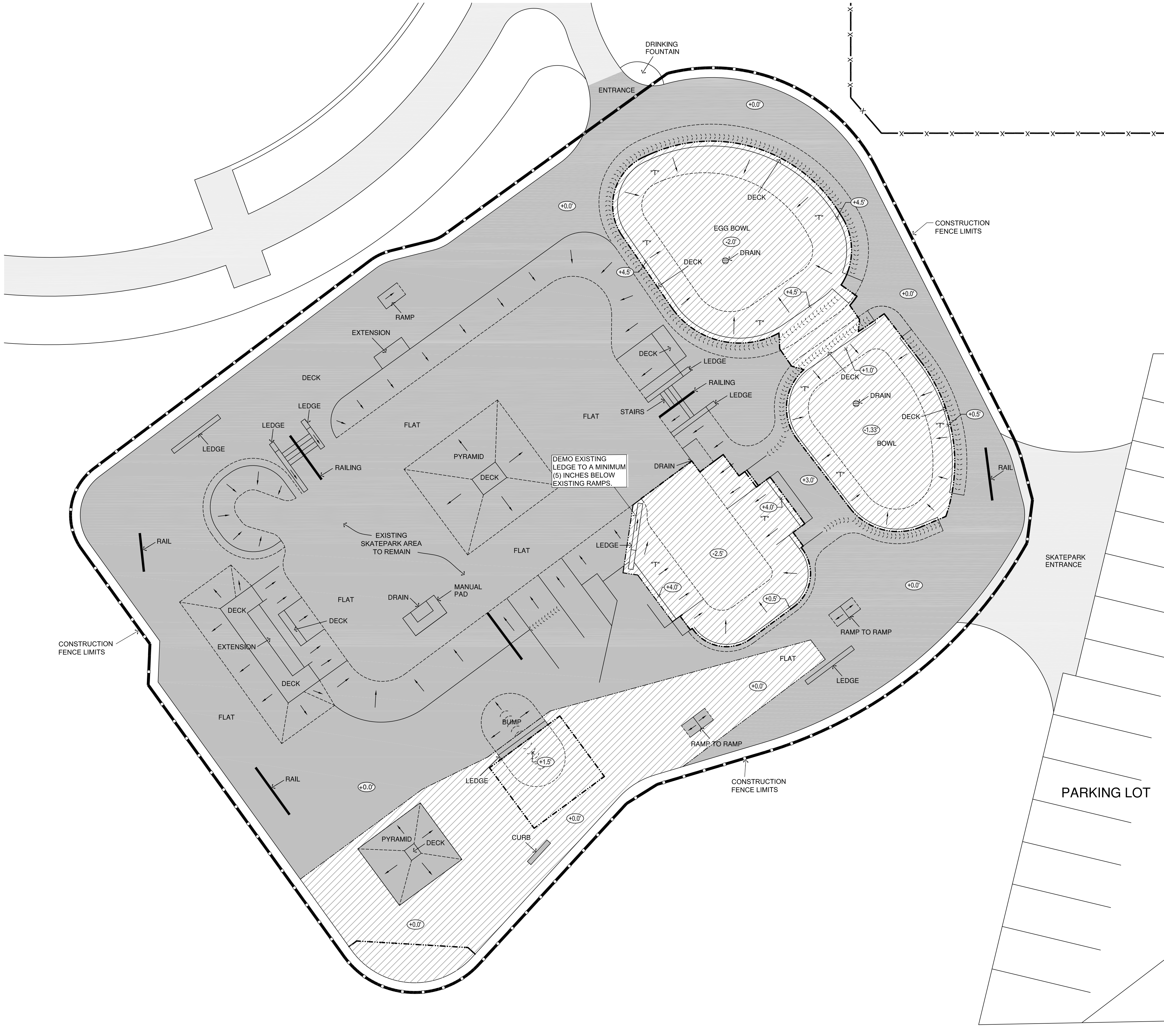
CARLSON SKATEPARK
ENHANCEMENT PROJECT
POURED-IN-PLACE CONCRETE
930 CHEMAWA ROAD NE, KEIZER, OREGON 97303

REVISIONS		
REV.	DATE	DESCRIPTION

SHEET NAME:
SKATEPARK
COVER SHEET

DRAWN BY:	TAM
CHECKED BY:	TAM
ISSUE DATE:	7/8/2019
JOB NO.:	1918

SHEET:
SP0
OF 6
BID SET



LEGEND	
SYM	DESCRIPTION
	CONSTRUCTION FENCE LIMITS - 6 FT. CHAIN LINK CONSTRUCTION FENCING.
	DENOTES EXISTING PATHWAY
	DENOTES EXISTING SKATEPARK AREA TO REMAIN
	DENOTES SKATEPARK ENHANCEMENT LIMITS
	DENOTES ELEVATION DIFFERENCE FROM EXISTING CONCRETE PAD FINISH GRADE (+0')
	DENOTES TRANSITION RAMP
	DENOTES DIRECTION OF SLOPE OF BANK, TRANSITION OR RAMP
	DENOTES PROPOSED SAW CUT LIMITS TO EXISTING CONCRETE PAD.

- GENERAL NOTES
1.

CONTRACTOR TO FENCE CONSTRUCTION LIMITS
2.

SEE SHEET SP2 FOR LAYOUT INFORMATION
3.

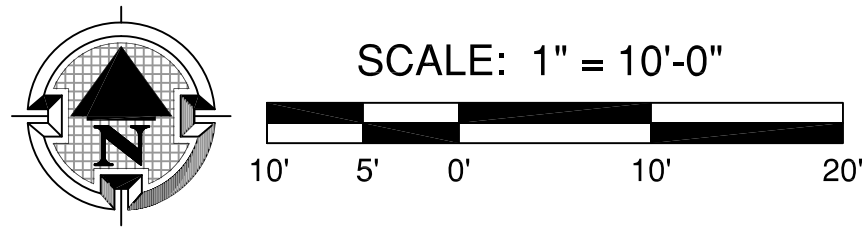
CONTRACTOR TO BE SENSITIVE TO ALL UNDERGROUND UTILITIES EXISTING IN CONSTRUCTION AREA. CONTRACTOR TO NOTIFY THPRD REPRESENTATIVE BEFORE START OF CONSTRUCTION.
4.

CONTRACTOR TO MAINTAIN CONSTRUCTION FENCING THROUGHOUT PROJECT UNTIL NOTIFIED TO REMOVE UPON COMPLETENESS.

NO SURVEY PROVIDED:

EXISTING SKATEPARK LAYOUT, DIMENSIONS AND ELEVATIONS WERE CREATED FROM A GEO-REFERENCED AERIAL PHOTO, GPS MAPPING UNIT AND FIELD MEASUREMENTS

1. CONTRACTOR TO VERIFY ALL EXISTING GRADES AND DATA PRIOR TO CONSTRUCTION.



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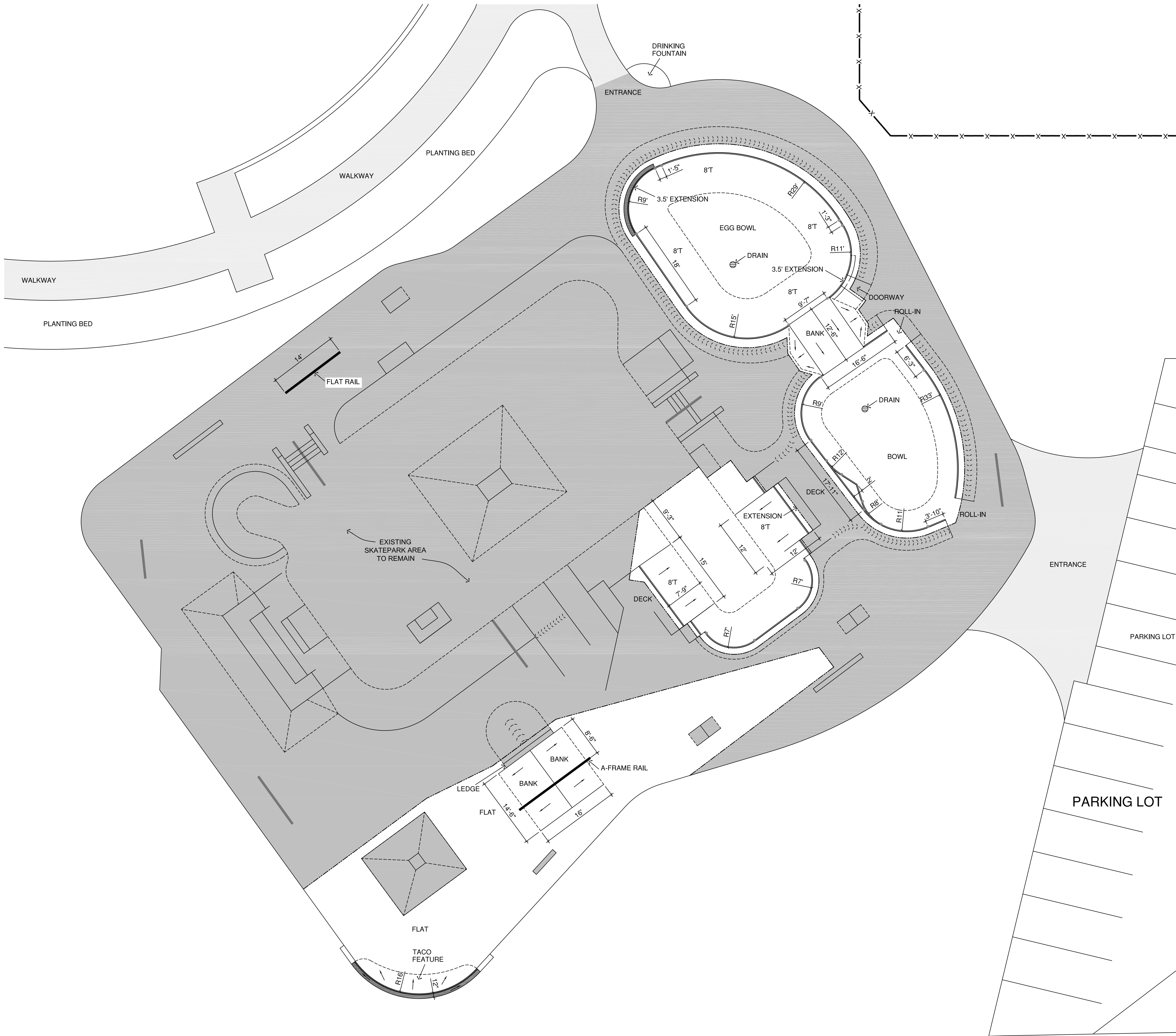
CARLSON SKATEPARK
ENHANCEMENT PROJECT
POURED-IN-PLACE CONCRETE
930 CHEMAWA ROAD NE, KEIZER, OREGON 97303

REVISIONS		
REV.	DATE	DESCRIPTION

SHEET NAME:
SKATEPARK
EXISTING CONDITION/
DEMOLITION PLAN

DRAWN BY: _____ TAM
CHECKED BY: _____ TAM
ISSUE DATE: 7/8/2019
JOB NO.: 1918

SHEET:
SP1
OF 6
BID SET



LAYOUT LEGEND	
SYM	DESCRIPTION
T	TRANSITION AS INDICATED
	RAIL - REFER TO DETAIL E/SP5
	BOTTOM OF TRANSITION RAMP
	STEEL COPING - REFER TO DETAIL C/SP5
	DENOTES PROPOSED SAW CUT/CONSTRUCTION LIMITS TO EXISTING CONCRETE PAD.
	DENOTES EXISTING CONCRETE SKATEPARK TO REMAIN

- LAYOUT NOTES
1. ALL TRANSITIONS OF WALKS AND CURBS SHALL BE CONSTRUCTED TO A SMOOTH CURVE. ALL ADJUSTMENTS OF THE "LAYOUT" SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEY WORK.

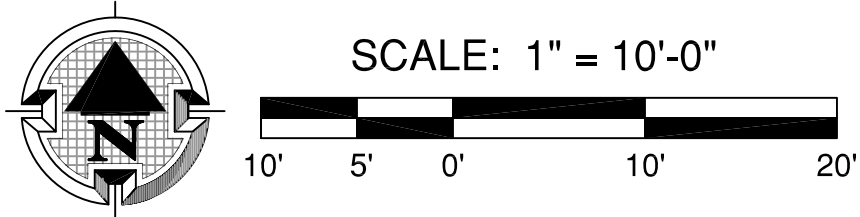
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE LOCATIONS OF ALL UTILITIES IN THE FIELD. LOCATIONS SHOWN ON THE PLAN ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY.

4. ALL "LAYOUT" WORK SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO THE START OF ANY EXCAVATION.

5. DIMENSIONS FOR WALKS, CURB WALLS AND CURBS ARE AT CENTER LINE OR ON THE SIDE SHOWN ON THE PLAN.

6. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONSTRUCT ALL CONCRETE WORK USING FORM LUMBER AND STAKES STRONG ENOUGH AND AT INTERVALS FREQUENT ENOUGH TO ASSURE ACCURATE ANGLES & SMOOTH CONTINUOUS RADII.

7. CONTRACTOR IS REQUIRED TO FENCE LIMITS OF CONSTRUCTION.



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CARLSON SKATEPARK

ENHANCEMENT PROJECT

POURED-IN-PLACE CONCRETE

930 CHEMAWA ROAD NE, KEIZER, OREGON 97303

REVISIONS		
REV.	DATE	DESCRIPTION

SHEET NAME:
SKATEPARK
LAYOUT PLAN

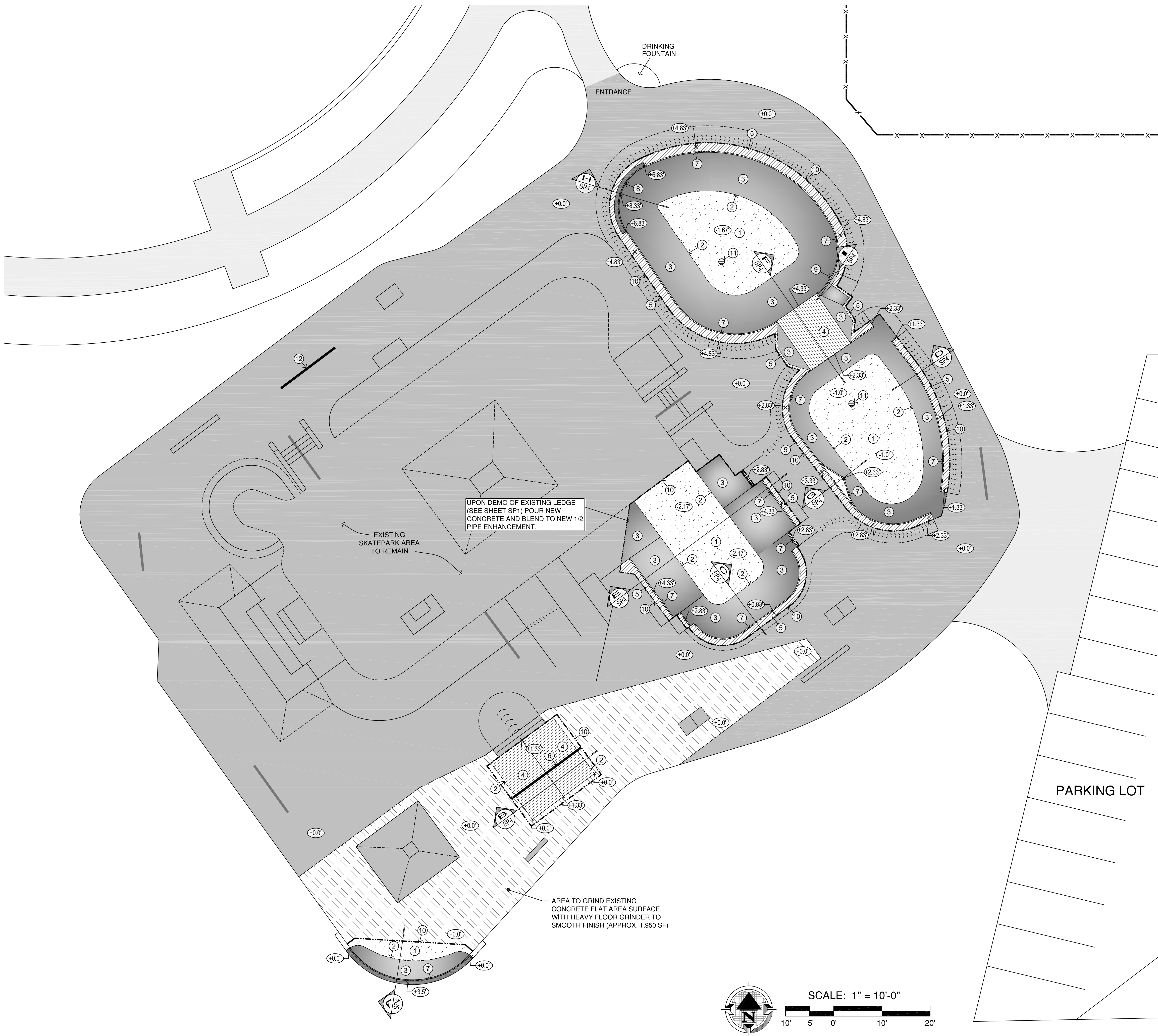
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SHEET:

SP2

OF 6

BID SET

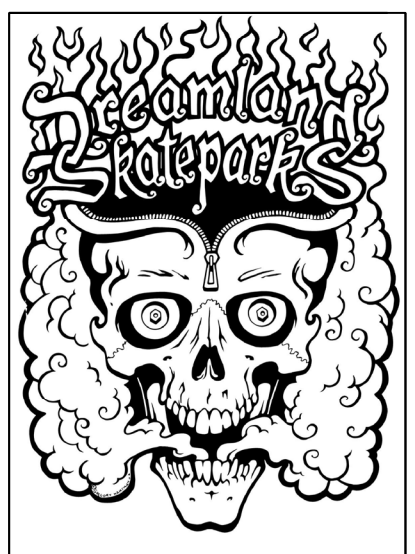


REFERENCE LEGEND	
SYM	DESCRIPTION
	DENOTES ELEVATION DIFFERENCE FROM EXISTING CONCRETE PAD FINISH GRADE (+0.0)
	A-FRAME RAIL - REFER TO DETAIL B/SP4 FLAT RAIL - REFER TO DETAIL E/SP5
	DENOTES EXISTING POURED-IN-PLACE CONCRETE SKATEPARK TO REMAIN
	DENOTES EXISTING CONCRETE PAD TO REMAIN
	INDICATES "BANK" INSTALLATION
	DENOTES "TRANSITIONAL" INSTALLATION
	DENOTES EXISTING PARK WALKWAY & SKATEPARK ENTRANCE AREA TO REMAIN
	INDICATES NEW 2.5" TO 4" THICK CONCRETE OVER EXISTING CONCRETE (SKATEPARK FLAT AREA) BLEND FLUSH TO EXISTING CONCRETE
	INDICATES AREA TO GRIND EXISTING CONCRETE FLAT AREA SURFACE WITH HEAVY FLOOR GRINDER TO SMOOTH FINISH (APPROX. 1,950 SF)
	INDICATES CONCRETE BLEND TO SAWCUT EDGE (FLUSH SMOOTH FINISH REQUIRED)
	STEEL COPING - REFER TO DETAIL D/SP5
	DENOTES PROPOSED SAW CUT LIMITS TO EXISTING CONCRETE PAD.

REFERENCE NOTES	
①	CONCRETE PAVING (POURED-IN-PLACE) - SEE DETAIL A/SP5
②	TOE CONNECTION - SEE DETAIL B/SP5
③	TRANSITION RAMP (SHOTCRETE) - SEE DETAILS A/SP4, C/SP4, D/SP4, E/SP4, F/SP4, G/SP4, H/SP4 AND I/SP4
④	CONCRETE BANK - SEE DETAIL B/SP4 AND F/SP4
⑤	CONCRETE BLEND - SEE DETAIL C/SP4, D/SP4, E/SP4, F/SP4, G/SP4, H/SP4 AND I/SP4
⑥	A-FRAME RAIL - SEE DETAIL B/SP4
⑦	STEEL COPING - SEE DETAIL D/SP5
⑧	EXTENSION - SEE DETAIL H/SP4
⑨	DOORWAY FEATURE - SEE DETAIL I/SP4
⑩	SAWCUT EDGE
⑪	EXISTING DRAIN LOCATION TO BE REPLACED WITH NEW FLOOR DRAIN - SEE DETAIL
⑫	FLAT RAIL - SEE DETAIL E/SP5
NOTES:	
A. ALL SKATEPARK CONTROL JOINTS, EXPANSION JOINTS & CONSTRUCTION JOINTS WITHIN THE SKATE PARK ARE AT THE DISCRETION OF THE CONTRACTOR.	
B. ALL SAWCUTS ARE REQUIRED TO BE CLEAN AND STRAIGHT AS DRAWN. IF CHIPPING OR DAMAGE TO EXISTING CONCRETE TO REMAIN OCCURS, CONTRACTOR IS REQUIRED TO REMOVE DAMAGED OR CHIPPED CONCRETE AREAS TO PROVIDE CLEAN AND STRAIGHT EDGES AND REPLACE WITH NEW CONCRETE TO PROVIDE A SMOOTH TRANSITION FOR NEW TO EXISTING CONCRETE. CONTRACTOR TO VERIFY WITH LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE PRIOR TO POURING CONCRETE.	
C. EXISTING CONCRETE SECTION IS ASSUMED TO BE A MINIMUM OF 6" THICK WITH #3 REBAR. SUBBASE MATERIAL IS ASSUMED TO BE AT MINIMUM (4") 3/4" MINUS CRUSHED ROCK.	
D. SKATEPARK CONTRACTOR TO PROVIDE ONE (1) YEAR GUARANTEE ON ALL PRODUCTS, MATERIALS AND INSTALLATION AS OUTLINED ON THESE PLANS UPON FINAL WRITTEN APPROVAL OF CONSTRUCTION PREPARED BY OWNER'S REPRESENTATIVE.	

CONCRETE MATERIAL NOTES	
1.	CONTRACTOR TO SUBMIT POUR SCHEDULE FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT / SKATEPARK DESIGNER.
2.	CONTRACTOR TO SUBMIT PROPOSED START AND STOP FORM LOCATIONS FOR ALL CONCRETE WORK SHOWN FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT / SKATEPARK DESIGNER.
3.	CONTRACTOR TO BUILD ALL TEMPLATES AND FORMS WITH TRUE ARCS AND TANGENTS MATCHING SECTIONS AND PROFILE DIMENSIONS WITHIN THE CONSTRUCTION DOCUMENTS.
4.	CONTRACTOR TO POUR ON-SITE SAMPLES OF CAST-IN-PLACE AND SHOTCRETE WORK PER THE SPECIFICATIONS. SAMPLES CAN BE PART OF THE PROJECT WORK.
5.	ALL CONCRETE FINISH WORK TO BE PERFORMED BY PRE-QUALIFIED CONTRACTOR ONLY AND APPROVED BY LANDSCAPE ARCHITECT / SKATEPARK DESIGNER.
6.	FINISH WORK NOT MEETING THE TOLERANCES, FINISH AND TOOLING FROM ON-SITE SAMPLES WILL BE REJECTED.

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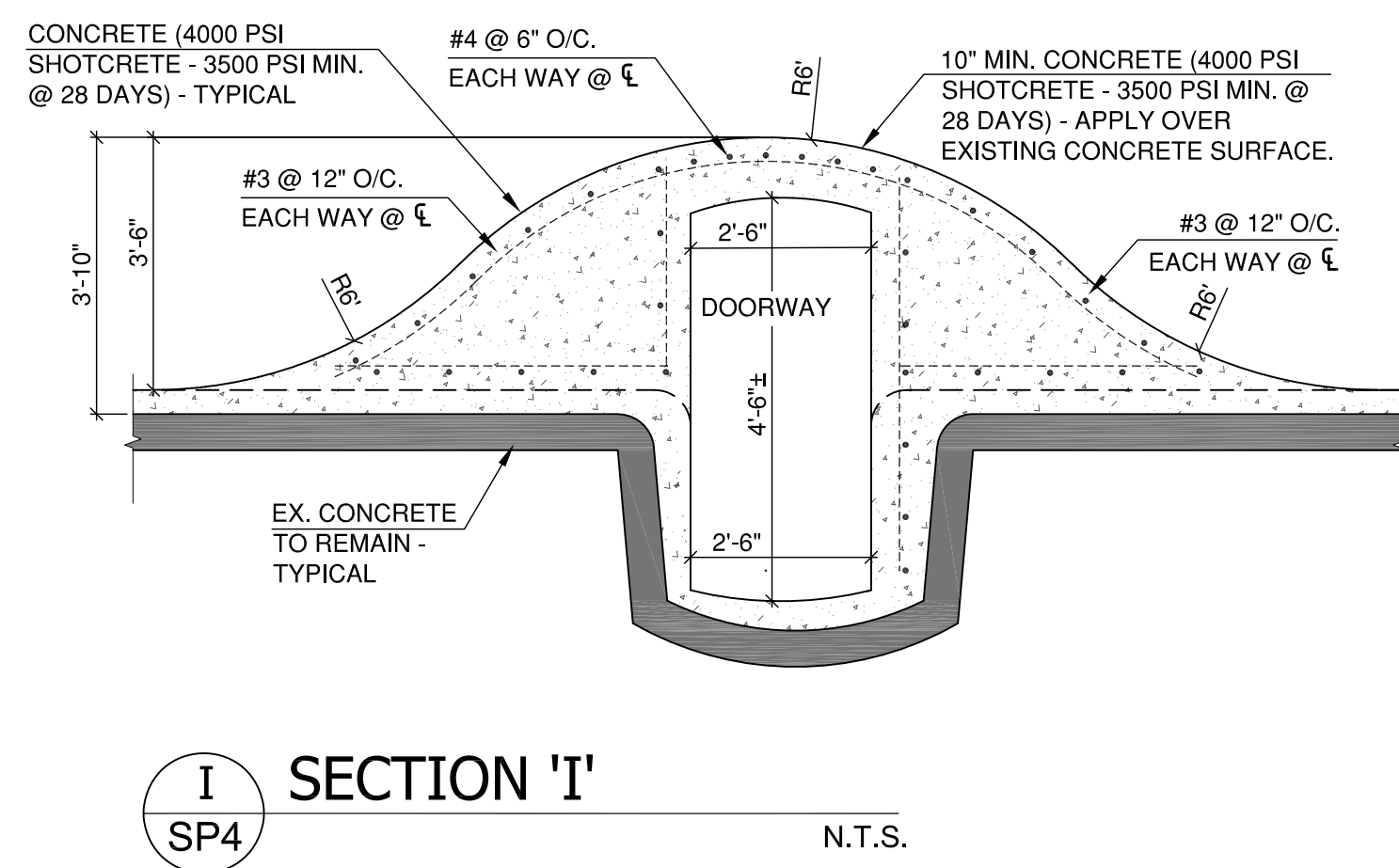
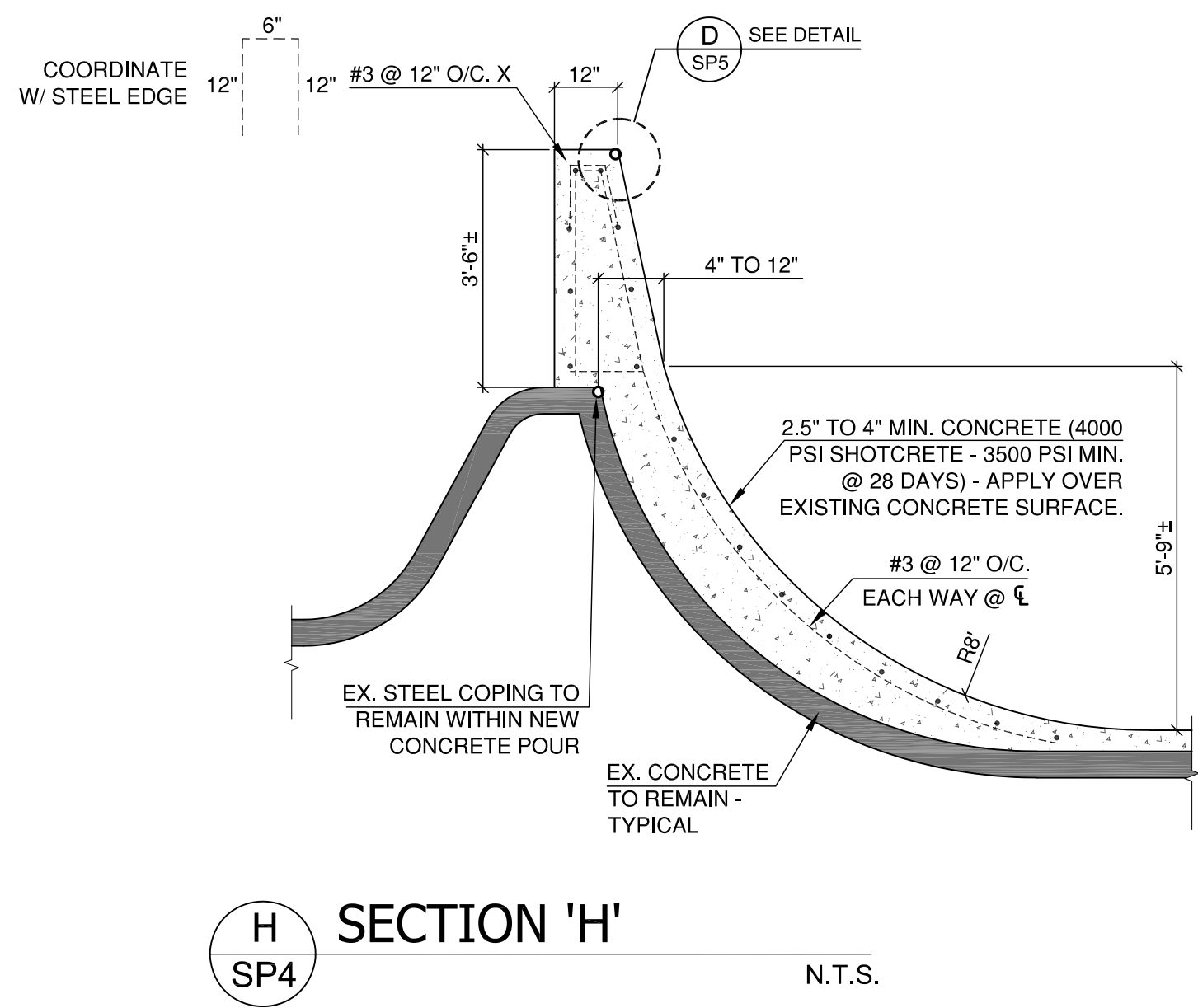
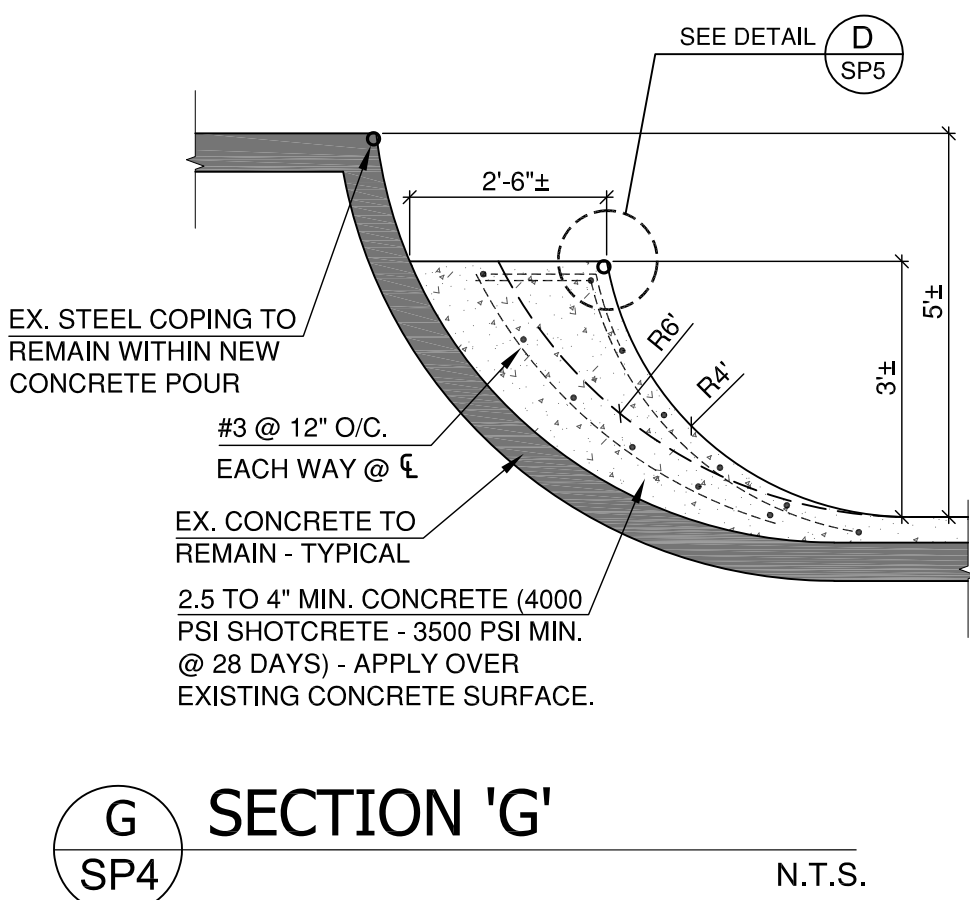
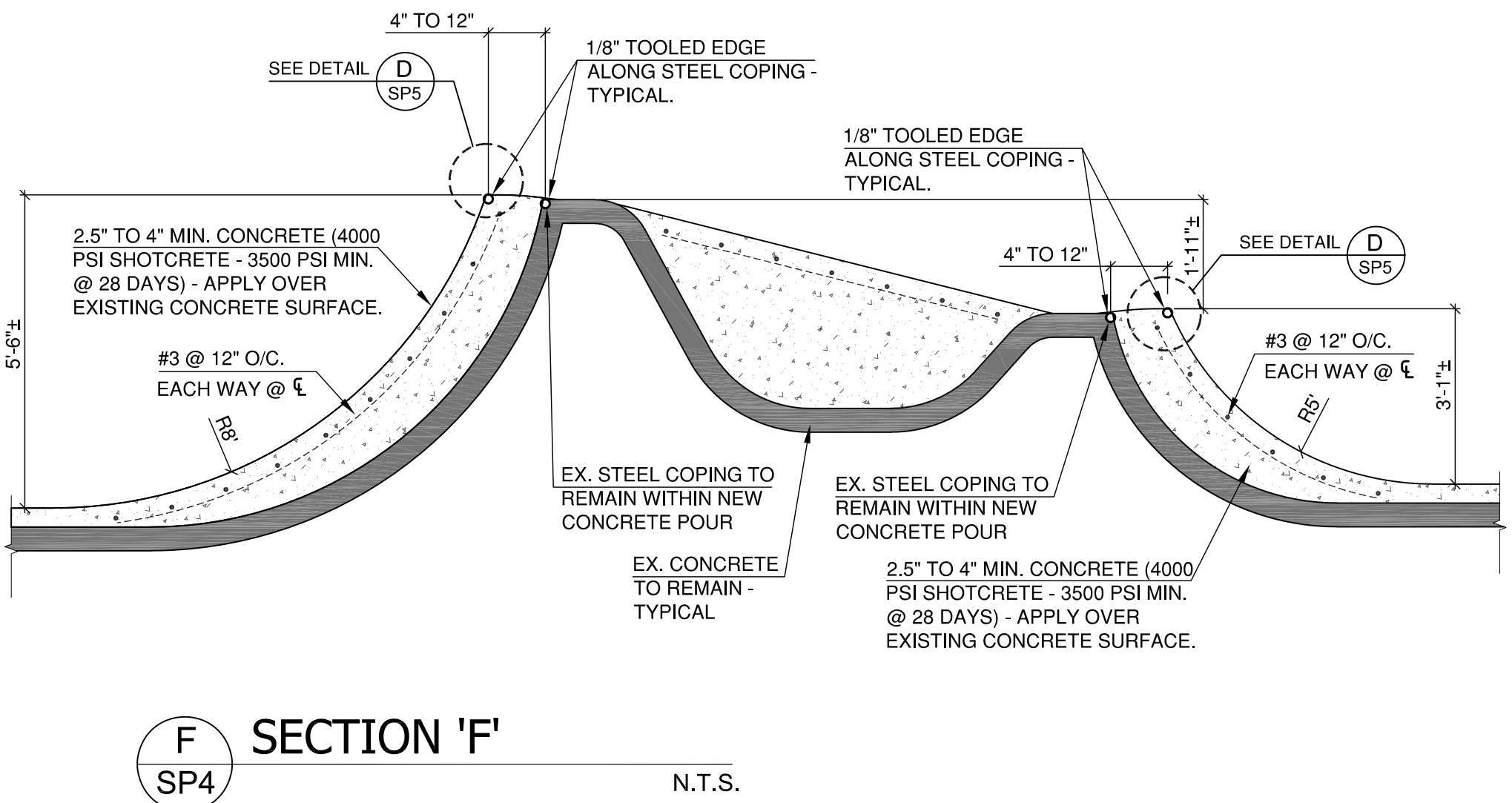
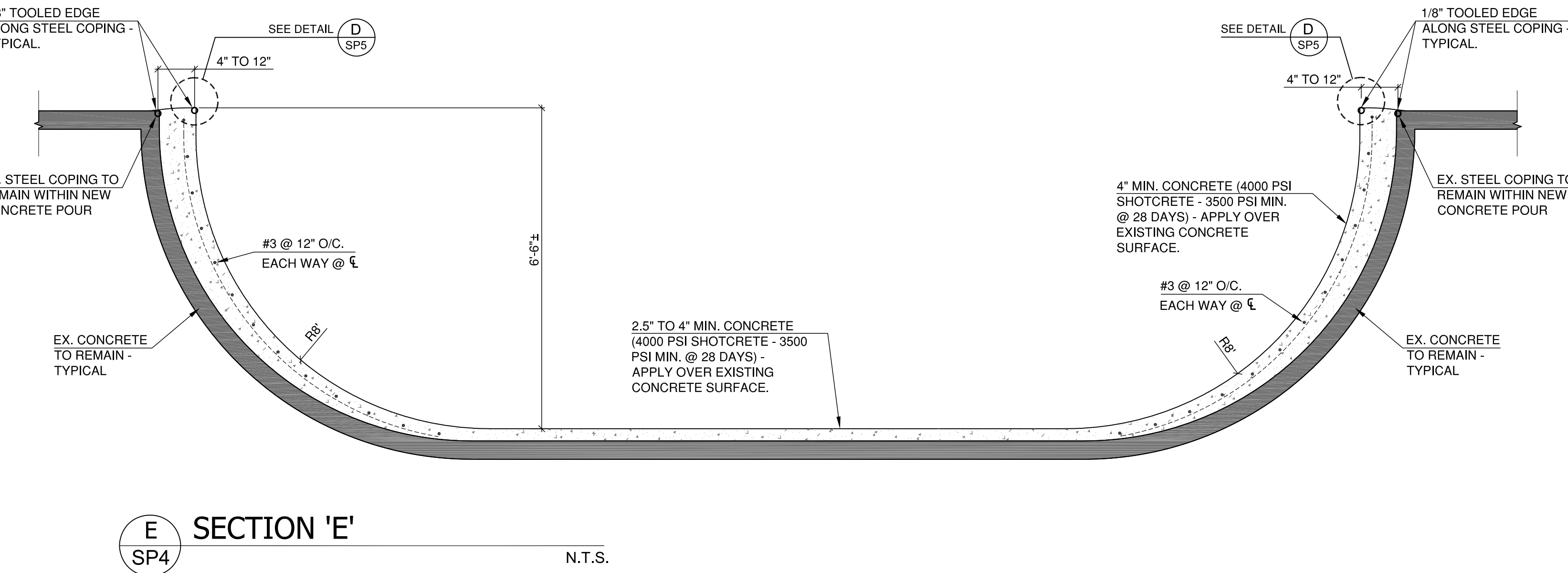
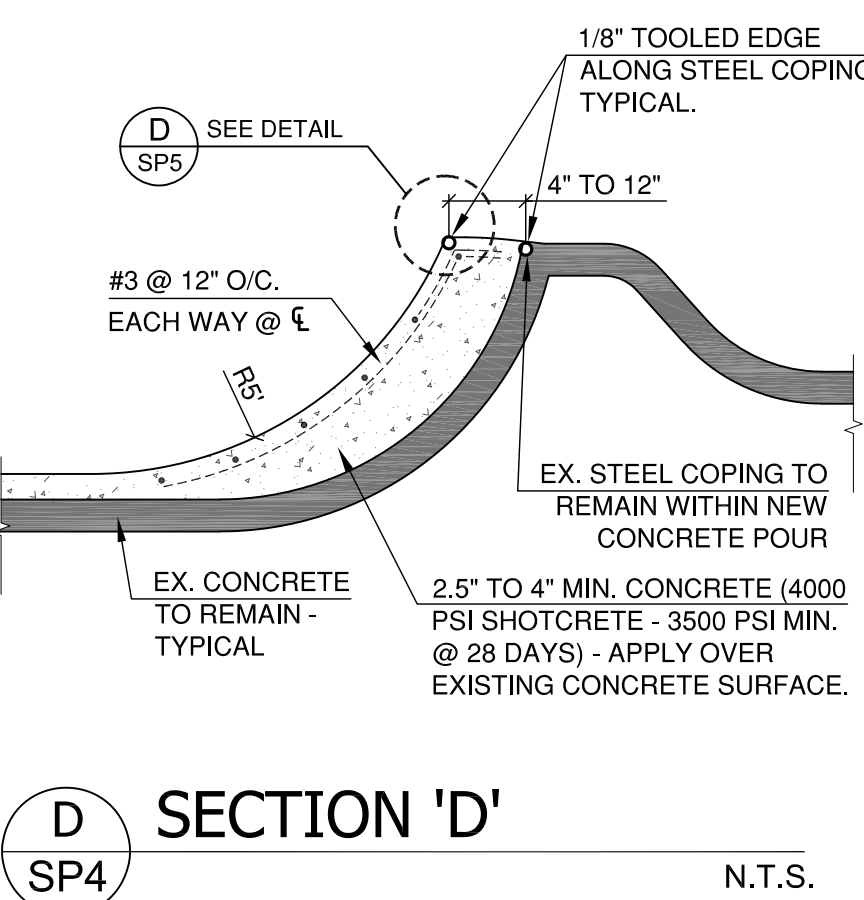
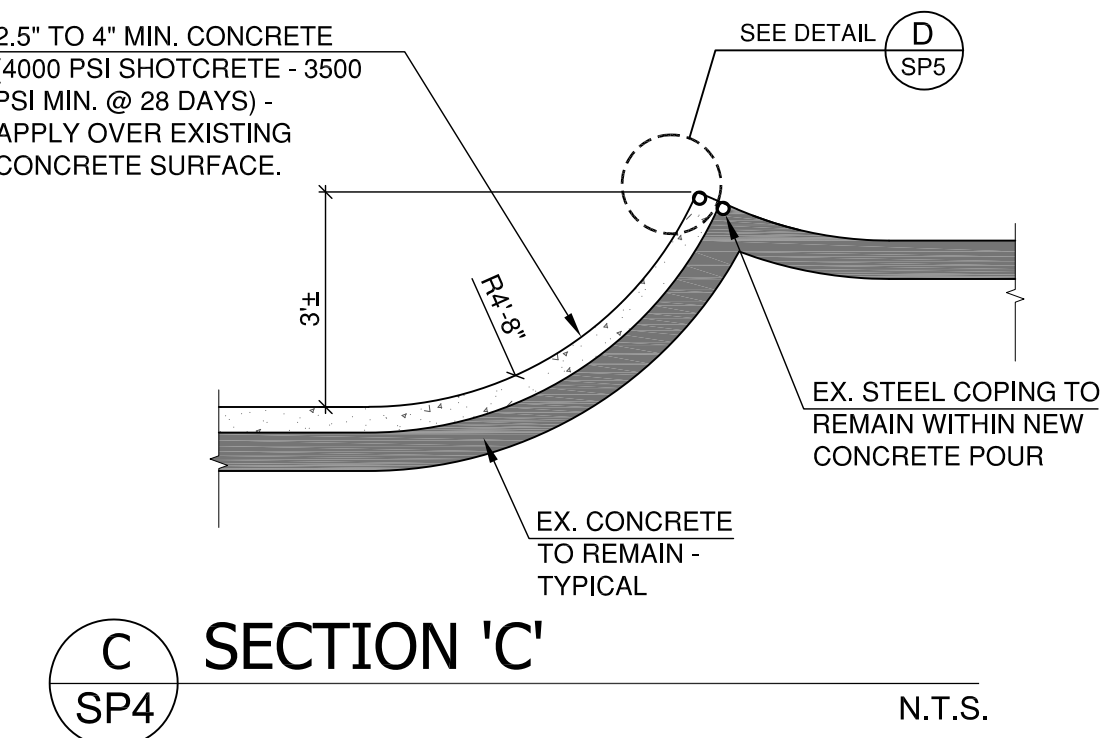
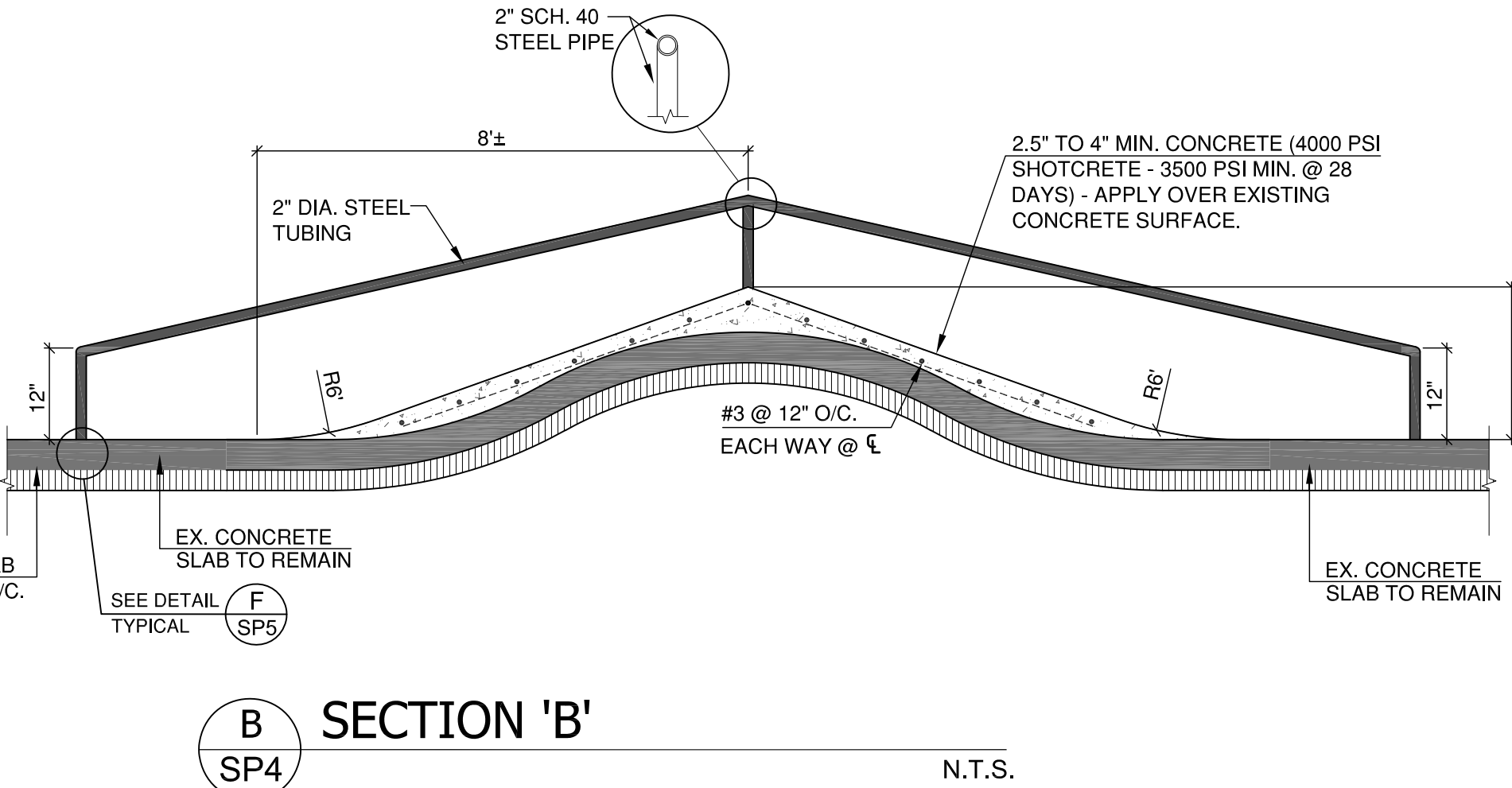
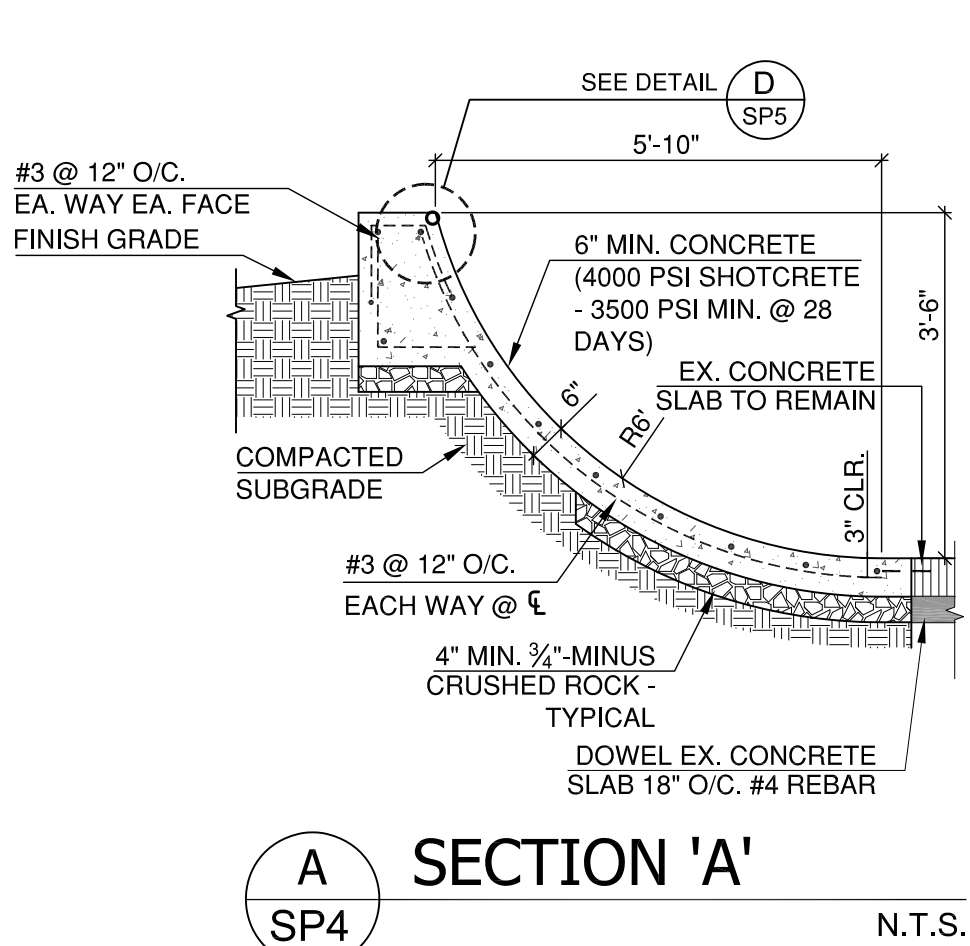
CARLSON SKATEPARK
ENHANCEMENT PROJECT
POURED-IN-PLACE CONCRETE
930 CHEMAWA ROAD NE, KEIZER, OREGON 97303

REVISIONS		
REV.	DATE	DESCRIPTION

SHEET NAME:
SKATEPARK
REFERENCE PLAN

DRAWN BY:	TAM
CHECKED BY:	TAM
ISSUE DATE:	7/8/2019
JOB NO.:	1918

SHEET:
SP3
OF 6
BID SET



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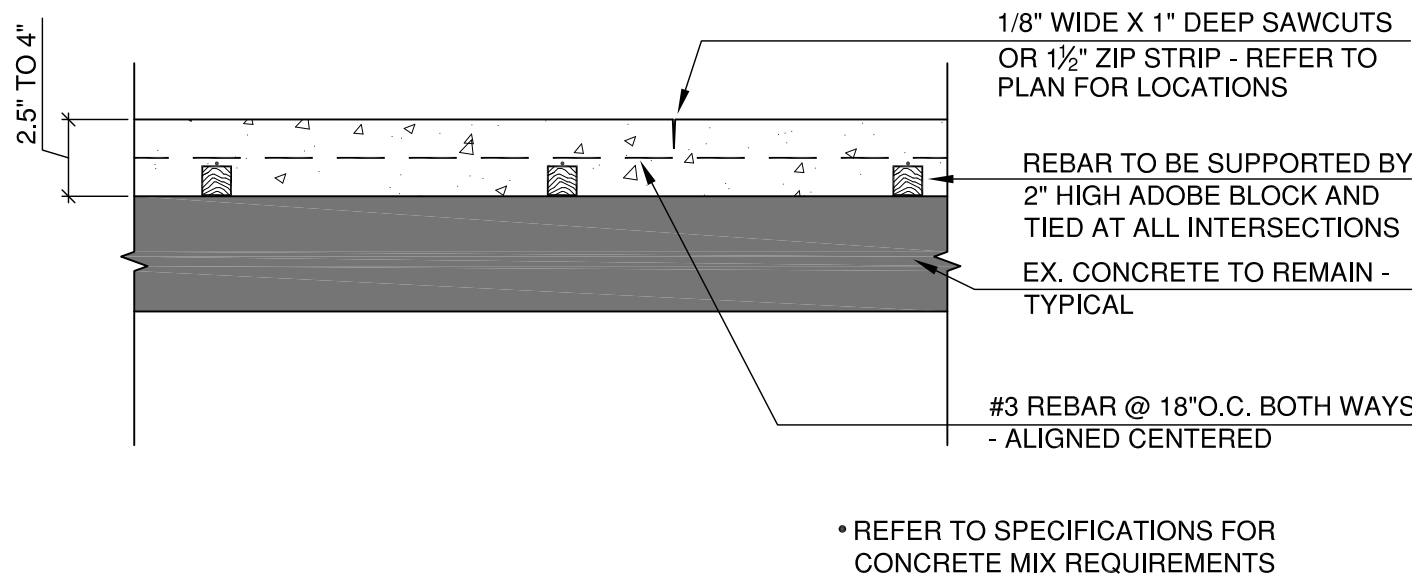
CARLSON SKATEPARK
ENHANCEMENT PROJECT
POURED-IN-PLACE CONCRETE
930 CHEMAWA ROAD NE, KEIZER, OREGON 97303

REVISIONS		
REV.	DATE	DESCRIPTION

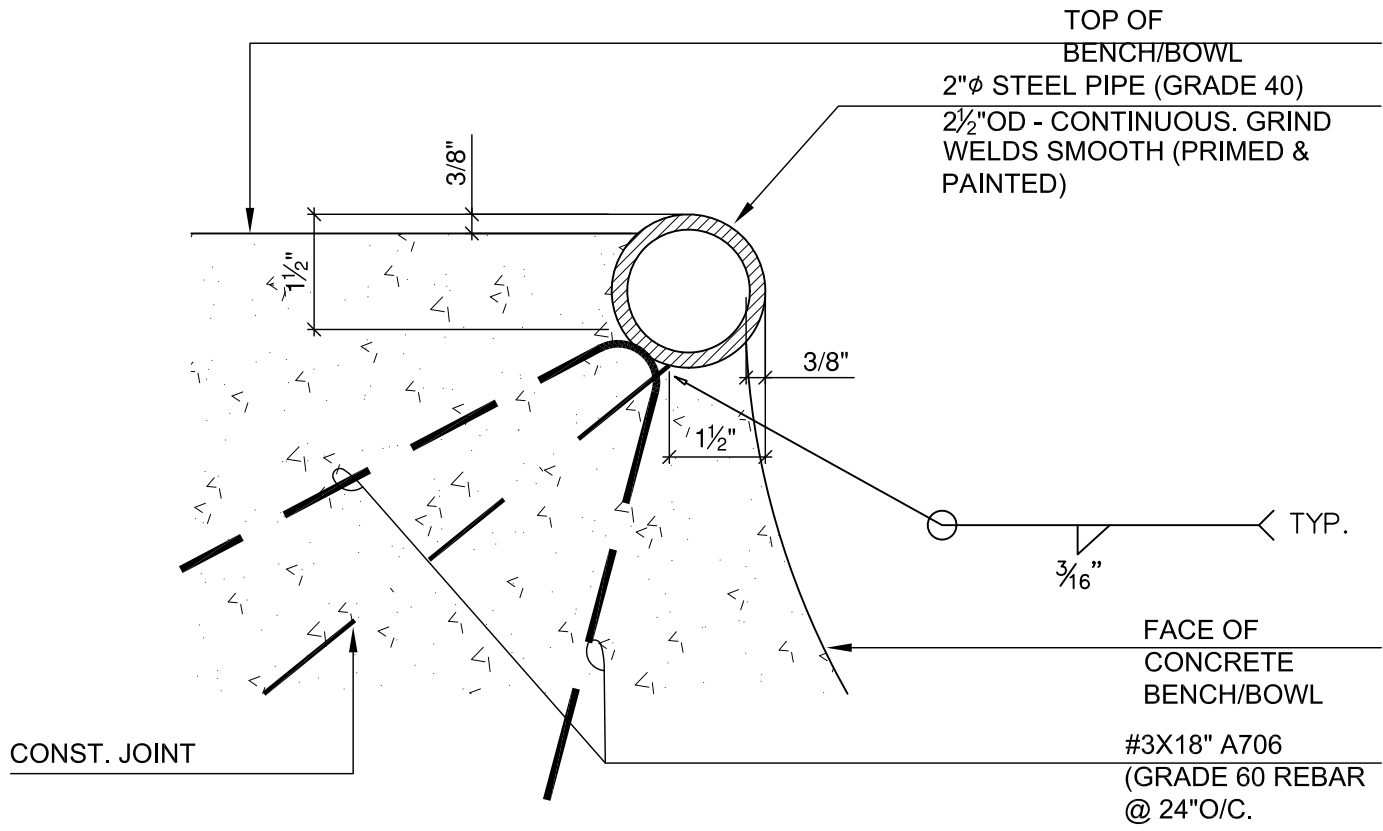
SHEET NAME:
SKATEPARK
DETAILS & NOTES

DRAWN BY: _____ TAM
CHECKED BY: _____ TAM
ISSUE DATE: 7/8/2019
JOB NO.: 1918

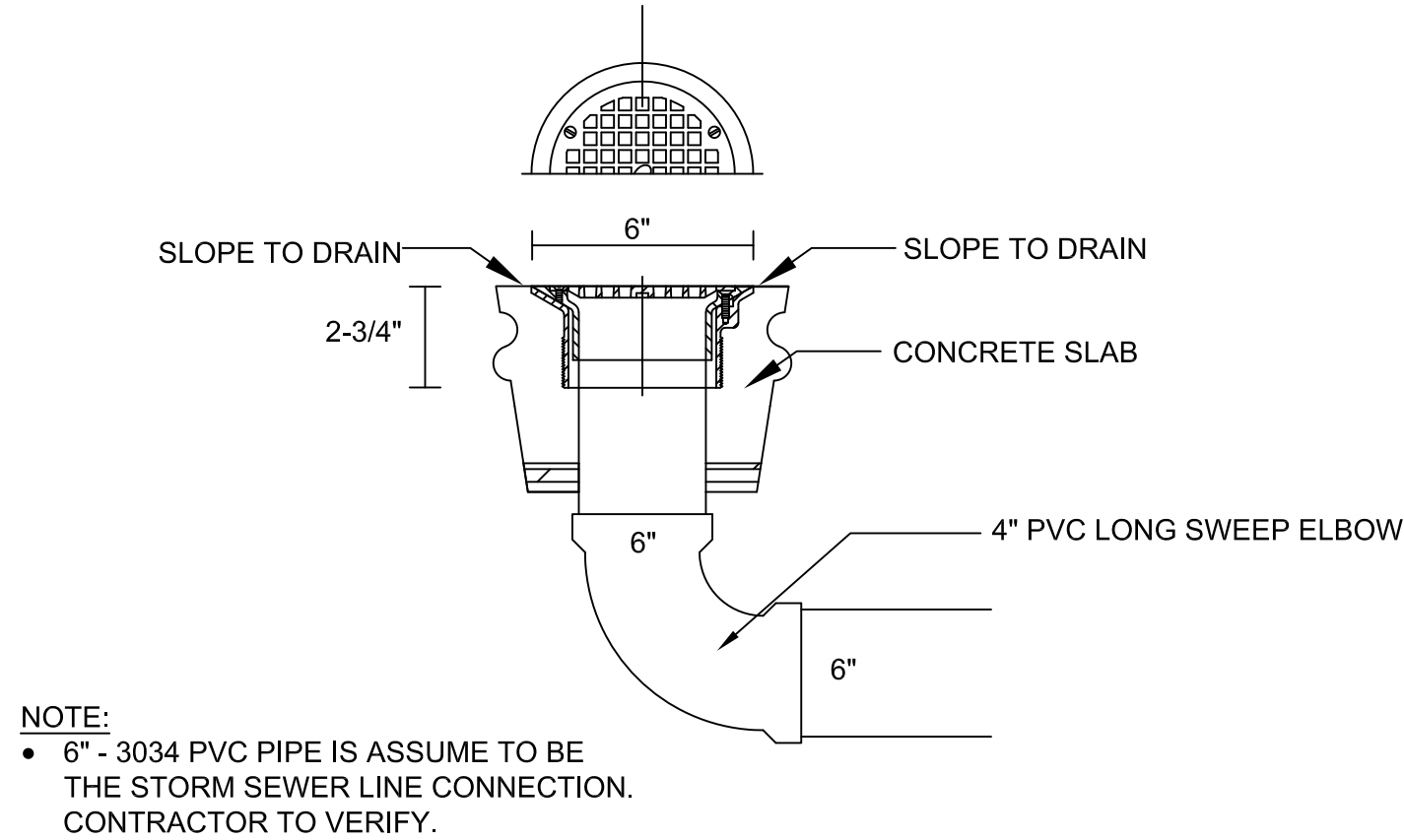
SHEET:
SP4
OF 6
BID SET



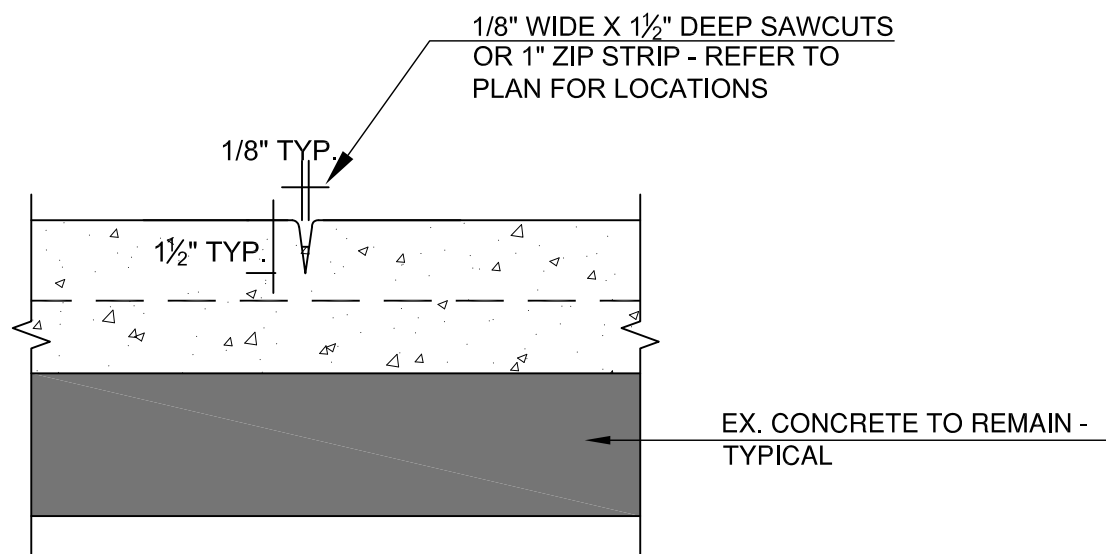
A **5" CONCRETE PAVING DETAIL** **SP5** N.T.S.



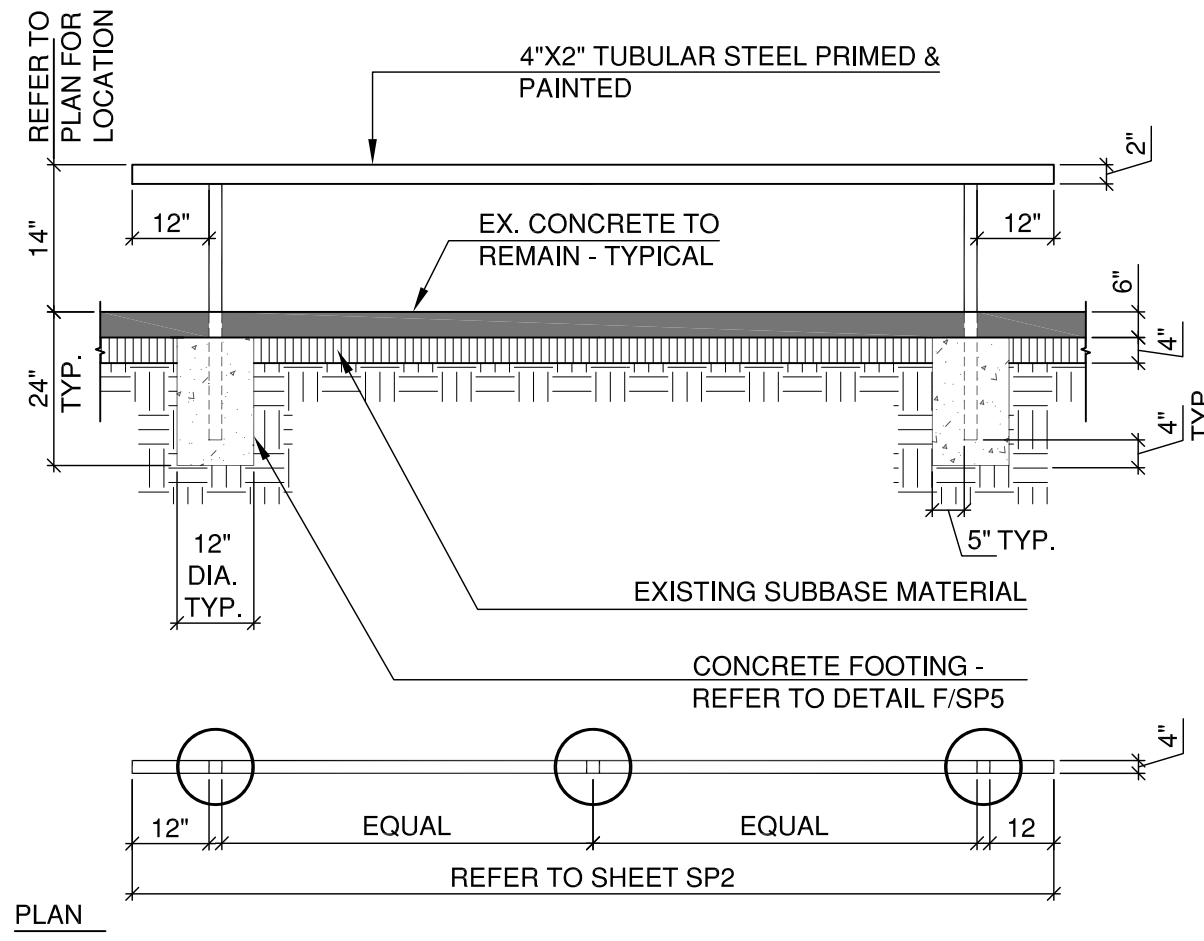
D **STEEL COPING DETAIL** **SP5** N.T.S.



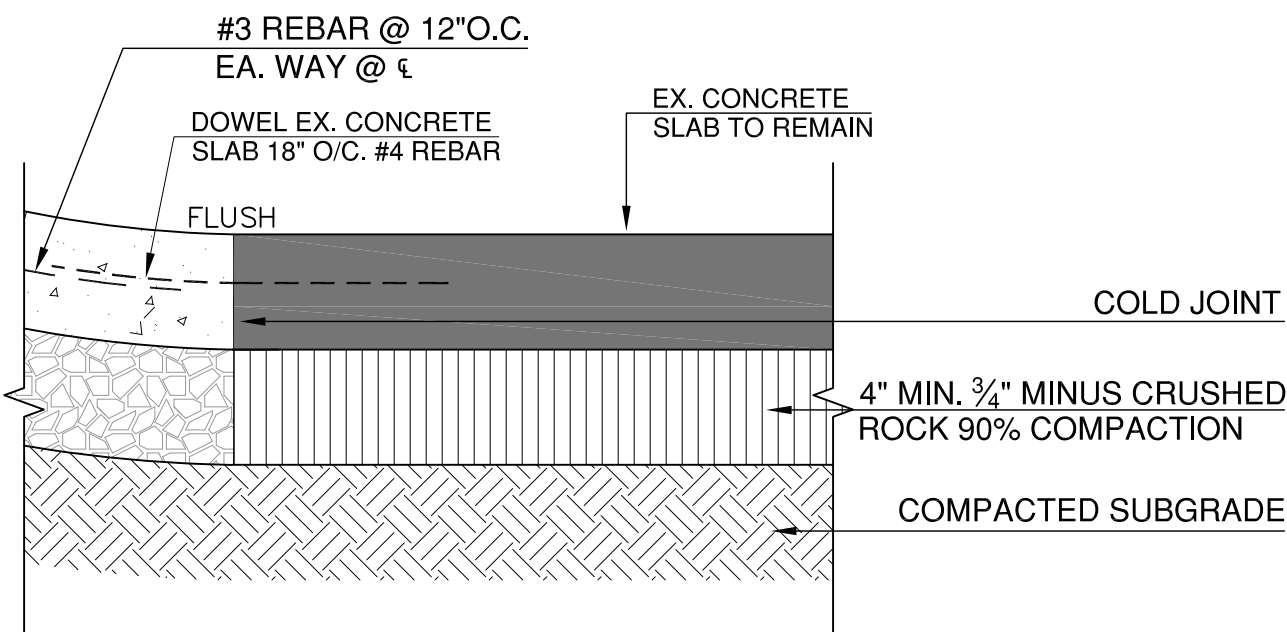
A **JSC FLOOR DRAIN (D53072)** **SP104** JONES STEPHENS CORP. (OR EQUAL) N.T.S.



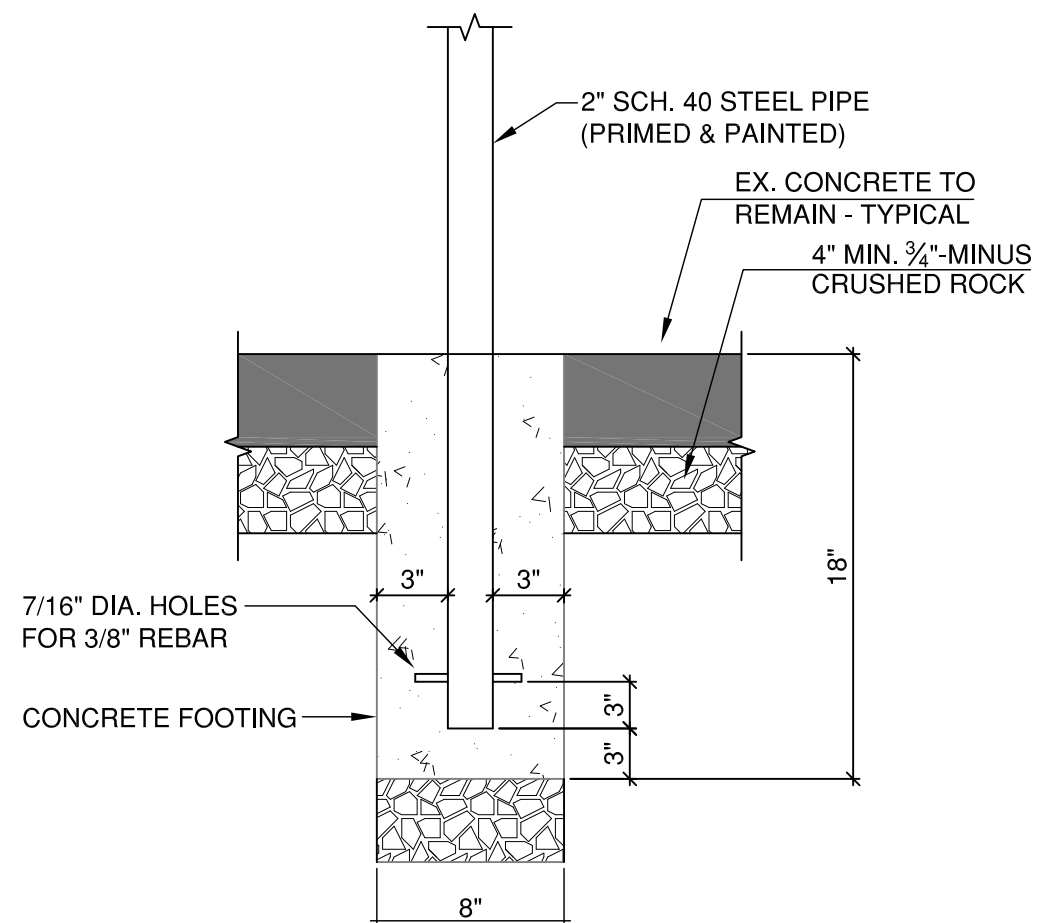
B **CONTROL JOINT, TYP. (CJ)** **SP5** N.T.S.



E **FLAT RAIL DETAIL** **SP5** N.T.S.



C **TOE CONNECTION DETAIL** **SP5** N.T.S.



F **RAILING EMBEDMENT DETAIL** **SP5** N.T.S.

CONSTRUCTION NOTES

- ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO ALL APPLICABLE GOVERNING CODES AND ORDINANCES.
- ALL FORMS AND ALIGNMENTS OF FOOTINGS & LAYOUT SHALL BE REVIEWED AND APPROVED BY THE CITY'S AUTHORIZED REPRESENTATIVE PRIOR TO POURING (GIVE A MINIMUM OF 48 HOURS NOTICE).
- CONTRACTOR SHALL VERIFY THE LOCATION OF ALL PUBLIC IMPROVEMENTS, INCLUDING UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL REPAIR AND/OR REPLACE IN-KIND ALL PUBLIC IMPROVEMENTS DAMAGED, BROKEN, OR REMOVED DURING CONSTRUCTION
- CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS (UNLESS OTHERWISE NOTED)
- ALL CONCRETE FOOTING WORK SHALL BE POURED.
- ALL REBAR CROSSING TO BE TIED.
- ALL CONSTRUCTION TO BE PLUMB AND TRUE, UNLESS OTHER WISE NOTED OR INDICATED.
- THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE PROJECT LANDSCAPE ARCHITECT, OWNER/BUILDER OR OWNER'S REPRESENTATIVE.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS AND FOR SAFETY CONDITIONS AT THE WORK SITE.
- ALL BRACING, TEMPORARY SUPPORTS, SHORING, ETC., ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. OBSERVATION VISITS TO THE JOB SITE BY THE SKATE PARK DESIGNER OR OWNER, DO NOT INCLUDE INSPECTION OF CONSTRUCTION PROCEDURES. THE VISIT SHALL NOT BE CONSTRUED AS CONTINUOUS AND DETAILED INSPECTIONS.
- CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE CONSTRUCTED SIMILAR TO THE DETAILS FOR THE RESPECTIVE MATERIALS.
- THE DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED CONSTRUCTION PRODUCT. THESE DOCUMENTS, ALTHOUGH PREPARED WITH CARE AND DILIGENCE, MAY CONTAIN ERRORS, OMISSIONS, CONTRADICTIONS, ETC. THE CONTRACTOR SHALL REVIEW ALL DOCUMENTS THOROUGHLY AND SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IMMEDIATELY UPON ANY SUCH DISCOVERY OR DISCREPANCY. GOVERNING CODES SHALL THEN APPLY.
- ALL SCALE DIMENSIONS ARE APPROXIMATE. WRITTEN DIMENSIONS AND DETAILS TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL CHECK AND VERIFY ALL SITE DIMENSIONS PRIOR TO PROCEEDING WITH WORK AND CLARIFY WITH PROJECT LANDSCAPE ARCHITECT OR OWNER IF NECESSARY.
- DESIGN, MATERIAL, EQUIPMENT AND PRODUCTS OTHER THEN THOSE DESCRIBED OR INDICATED ON DRAWINGS MAY BE CONSIDERED FOR USE. APPROVAL FOR SUBSTITUTIONS SHALL BE OBTAINED FROM THE PROJECT ENGINEER
- SHOP DRAWINGS SHALL BE SUBMITTED BY THE CONTRACTOR FOR THE CLARIFICATION OF DESIGN CONCEPT DETAILS & SUBSTITUTIONS.
- DURING WORK AND THROUGH ITS COMPLETION, THE CONTRACTOR SHALL KEEP THE SITE CLEAN TO THE SATISFACTION OF THE OWNER.

REVISIONS		
REV.	DATE	DESCRIPTION

SHEET NAME:
**SKATEPARK
DETAILS & NOTES**

DRAWN BY: **TAM**
CHECKED BY: **TAM**
ISSUE DATE: **7/8/2019**
JOB NO.: **1918**

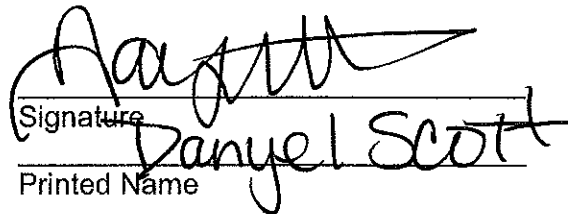
SHEET:
SP5
OF 6
BID SET

EXHIBIT "B"

BID SHEET		
PROJECT: Carlson Skatepark Enhancement Project OWNER: CITY OF KEIZER		
PROJECT	DESCRIPTION	AMOUNT
1	Labor, Materials and Overhead	\$ 199,000.00
2		\$
		\$
	TOTALS	\$199,000.00

Company Name: Dreamland Skateparks LLC
 Company Address: 2150 se hwy 101 Pmb 384
Lincoln City, Oregon 97367
 Company Phone #: 503-577-9277
 Company Fax #: 541-994-7010

Contact Name: Danyel Scott
 Email Address: dreamlandskateparks@gmail.com


 Signature
 Printed Name



MINUTES
KEIZER CITY COUNCIL
Monday, August 19, 2019
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Pro-Tem Kim Freeman called the meeting to order at 7:00 pm.
Roll call was taken as follows:

Present:

Kim Freeman, Councilor
Marlene Parsons, Councilor
Roland Herrera, Councilor
Daniel Kohler, Councilor
Laura Reid, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Bill Lawyer, Public Works Director
Andrew Copeland, Police
Tim Wood, Finance Director
Tracy Davis, City Recorder

Absent:

Cathy Clark, Mayor
Elizabeth Smith, Councilor

FLAG SALUTE

Mayor Pro-Tem Freeman led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS None

**COMMITTEE
REPORTS**

Matt Lawyer, Keizer, provided updates for the Parks Advisory Board and Planning Commission as follows:

Parks Advisory Board: Awarded the first Youth Grant to Spencer Millis and postponed approval of another grant because the requester was not at the meeting. The Board also planned the Parks tour for September 9. Parks to be visited are: Claggett, Northview, Keizer Little League and Bob Newton. The Keizer Little League Park Long Range Planning Task Force will meet on September 4 to continue working towards combining the two organizations' duties on certain levels.

Planning Commission: Reviewed the Keizer Revitalization Plan. After a presentation from the consultants, review of recommendations and receipt of public testimony, the Commission forwarded a recommendation for adoption of the current plan along with associated text amendments to the Council. The Commission also discussed the importance of using social media to communicate with citizens.

**PUBLIC
TESTIMONY**

None

PUBLIC HEARING

Mayor Pro Tem Freeman opened the Public Hearing.

**a. RESOLUTION –
Authorization
for
Supplemental
Budget –
General Fund –
Community
Development**

Finance Director Tim Wood summarized his staff report noting that this item corresponds to Item A on the Consent Calendar and that the reimbursement will be for fiscal year 19-20.

With no further testimony Mayor Pro Tem Freeman closed the Public Hearing.

Councilor Herrera moved that the Keizer City Council adopt Resolution – Authorization for Supplemental Budget – General Fund – Community Development. Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera and Kohler (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark and Smith (2)

**ADMINISTRATIVE
ACTION**

**a. Waiver of
Community
Center Rental
Fee for Keizer
Chamber
Foundation
Event**

City Manager Chris Eppley summarized the staff report. Councilor Herrera added that the training may not be beneficial to City volunteer committees but it is a beneficial training for the community.

Councilor Herrera moved that the Keizer City Council waive the room rental fee and security/cleaning deposit but charge \$120 for the staffing costs. Councilor Reid seconded.

Mayor Pro Tem Freeman added that the Oregon Community Foundation will be partnering with the Keizer Chamber Foundation for this event and urged everyone to promote it.

Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera and Kohler (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark and Smith (2)

**b. ORDINANCE –
Amending
Keizer
Development
Code Regarding
Section 2.118
(Urban
Transition);
Amending
Ordinance 98-389**

City Attorney Shannon Johnson explained that this matter had come to Council at a previous meeting and staff was directed to prepare this Ordinance.

Councilor Herrera moved that the Keizer City Council adopt a Bill for an Ordinance Amending Keizer Development Code Regarding Section 2.118 (Urban Transition); Amending Ordinance 98-389. Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera and Kohler (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark and Smith (2)

**c. ORDINANCE –
Amending
Keizer
Development
Code Regarding
Section 2.125
(Activity Center
Overly Zone);
Amending
Ordinance 98-
389**

City Attorney Shannon Johnson explained that this matter had come to Council at a previous meeting and staff was directed to prepare this Ordinance.

Discussion followed regarding limiting uses allowed.

Councilor Herrera moved that the Keizer City Council adopt a Bill for an Ordinance Amending Keizer Development Code Regarding Section 2.125 (Activity Center Overly Zone); Amending Ordinance 98-389. Councilor Reid seconded.

Councilor Kohler voiced concern regarding some of the uses that were being allowed under this ordinance. Community Development Director Nate Brown reviewed the proposed uses noting that they fall into two separate Standard Industrial Classification categories and explained that a service station is already allowed in the area but tires, batteries, etc. cannot be sold as a stand-alone business without this change. He urged caution in simply opening the area to all auto-oriented uses.

Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera and Kohler (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark and Smith (2)

**d. RESOLUTION –
Authorizing
Mayor to Send
Letter Not
Supporting No-
Build
Alternative for
Salem River
Crossing
Project**

Shannon Johnson summarized his staff report.

Councilor Herrera moved that the Keizer City Council adopt a Resolution Authorizing Mayor to Send Letter Not Supporting No-Build Alternative for Salem River Crossing Project. Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera and Kohler (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark and Smith (2)

**e. Surplus
Property Report
Fiscal Year
2018-19**

Finance Director Tim Wood summarized his staff report and fielded questions regarding items listed. No further action was required.

**CONSENT
CALENDAR**

- A. RESOLUTION – Authorizing Community Development Director to Sign Local Agency Agreement with State of Oregon for Keizer Growth Transportation Impacts Study
- B. RESOLUTION – Authorizing City Manager and City Attorney to Sign Settlement Agreement and Stipulated Judgment in the Bauer/City of Keizer vs. Davis/Northwest Rock Litigation; Repeal of Resolution R2019-3011

- C. RESOLUTION – Authorizing the City Manager to Enter Into Oregon Department of Transportation Local Agency Certification Program Supplemental Project Agreement for Fiber Optic Interconnect – River Road: Shangri-Law Avenue to Wheatland Road
- D. RESOLUTION – Authorizing the City Manager to Enter Into Intergovernmental Agreement with Keizer Fire District for Collection of Fire and Life Safety Inspection Fees
- E. RESOLUTION – Authorizing the City Manager to Enter Into Amendment #1 to the Intergovernmental Agreement with Marion County for the Coordination of Permit Issuance and Inspections Regulated by the State of Oregon Building Codes
- F. RESOLUTION – Authorizing the Finance Director to Sign Service Agreement with T-Tech
- G. RESOLUTION – Authorizing the City Manager to Purchase Two 2020 K8A AWD Police Interceptor Utility Vehicles and a 2020 POG Fusion S FWD Vehicle for Police Department
- H. RESOLUTION – Authorizing the City Manager to Sign Proposal with Thomas Kay Flooring for Community Center Carpet Replacement
- I. Approval of August 5, 2019 City Council Regular Session Minutes

Councilor Parsons pulled items D and E.

Councilor Herrera moved for adoption of Items A, B, C, F, G, H and I of the Consent Calendar. Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera and Kohler (5)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Clark and Smith (2)

At the request of Councilor Parsons Mr. Johnson and Mr. Eppley provided additional information and clarification on **Item D** noting that it is primarily a service to city customers and effects apartment complexes and commercial development.

Mr. Johnson pointed out a language change on page 112 of **Item E**: “relative to ~~the adjacent street level~~ *the front lot corner elevation*”.

Councilor Herrera moved for approval of Items D and E of the Consent Calendar as amended. Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera and Kohler (5)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Clark and Smith (2)

COUNCIL LIAISON REPORTS

Councilor Herrera reported on meetings he had attended, thanked Mayor Clark for covering the Parks Board meeting while he worked at the Little League World Series in Portland, praised Sprague High School Little League and thanked volunteers with the Little League in general. He also announced the upcoming Serve Fest by Lakepoint Church at Claggett Creek Middle School.

Councilor Parsons reported on meetings and events she had attended and announced the upcoming Percy, and Teacher Appreciation events and a back to school fundraiser.

Councilor Reid reported on Stormwater Advisory Committee and Neighborhood Night Out and announced that school will be starting soon and hopefully construction will be cleaned up in time to accommodate students and the community.

Councilor Kohler reported on various meetings he had attended, announced new Cherriots services.

Mayor Pro Tem Freeman echoed comments made regarding National Night Out and shared information from various meetings and events she had attended. She reviewed current volunteer openings and reminded everyone that Neighborhood Association meetings will start up again in September.

OTHER BUSINESS

Public Works Director Bill Lawyer provided an update of River Road paving, the shade sails at the Big Toy and the 14th and Lockhaven project.

Community Development Director Nate Brown reported that the Planning Commission had reviewed the Revitalization Plan and recommended forwarding it to Council. Staff is working with the consultants who will be making a presentation to Council. The Housing Needs Analysis and Buildable Lands Inventory has not been brought to Council because when a City's HNA/BLI demonstrates a deficit, the City cannot move forward and adopt the report until they show how the deficits are being addressed. Staff is working on a plan of action.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

September 3, 2019 (Tuesday) ~ 7:00 p.m. ~ City Council Regular Session

September 9, 2019 - 6:00 p.m. ~ City Council Work Session – Keizer Parks Tour

September 16, 2019 - 7:00 p.m. ~ City Council Regular Session

ADJOURNMENT Mayor Pro-Tem Freeman adjourned the meeting at 8:07 p.m.

MAYOR:

APPROVED:

~ Absent ~

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

~ Absent ~

Councilor #5 – Elizabeth Smith

Councilor #3 – Marlene Parsons

Councilor #6 – Daniel R. Kohler

Minutes approved: _____

Written Communications/Testimony and Submitted Documents

*Added
Item*

COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: CHIEF JOHN TEAGUE
KEIZER POLICE DEPARTMENT**

SUBJECT: INTRODUCTION OF POLICE OFFICERS

TOPIC:

The Keizer Police Department has two new full-time police officers.

Bradley Hans started work on August 5, 2019. He is scheduled to attend the 16 week DPSST Basic Police Academy beginning in early October, with a graduation date of February 14, 2020. Brad and his family live in Keizer and he is excited to follow in the footsteps of his father-in-law and two brothers-in-law who are officers for local agencies.

Officer Jorge Miranda began work on August 26, 2019. He is a certified officer, most recently with Woodburn Police Department. Because he has already attended the basic police academy and is a certified officer, he was immediately put into the department's Field Training and Evaluation Program, which is on-the-job training to learn the Keizer way.

Please join us in congratulating and welcoming these officers to the Keizer Police Department.

JT/wjb

Davis, Tracy

From: DANIELLE BETHELL <daniellebethell@comcast.net>
Sent: Tuesday, September 3, 2019 4:19 PM
To: Cathy Clark
Cc: Davis, Tracy; Jonathan Thompson; Daniel Kohler
Subject: 9/3/19 Public Comment

Mayor Clark,

Due to a family matter that just became present I am unable to participate in person during tonight's public testimony, therefore I am emailing you my thoughts and respectfully ask you read them into the record.

My name is Danielle Bethell and I am resident of Keizer, residing in a neighborhood off of Wheatland Rd. I want to express my concern for tonight's agenda item for the administrative action regarding "Ordinance - relating to Street Obstructions and Debris on Public Right of Way; Repealing Ordinance NO.2008-578."

I have concerns regarding the pace and purpose behind this ordinance. It feel rushed and it feels as though the feelings of Keizer residents are not being considered or even requested to be shared.

I fully support the need to have clear access ways for ADA, and safety. I understand that Mr. Johnson chose to add additional language after the work-session to allow basketball hoops to reside on the streets where parking is allowed, along the curb; however, what about the streets where children live, that are too narrow for cars? I appreciate his effort to apply some sort of allowance. Although I agree some of these streets are narrow, without cars blocking the view of the pathways, why would something the size of a basketball hoop be a concern? Isn't there another option to allow poles to be placed in sidewalks, without obstructing ADA access? Has Mr. Lawyer been consulted on this?

What I do not understand is why a new ordinance needs to be in place? Doesn't the city already of have an ordinance in place that prevents obstructions in the right of way, which I understand includes sidewalks, and is difficult to manage due to the lack of staff? I respect the cities needing to be complaint driven due to staffing, but I also have to wonder why our community can't engage each other in respectful conversation?

I have heard there is an overgrown tree on Lockhaven, blocking access to the sidewalk. Has anyone approached the homeowner to see if they need some kind of assistance rather than regulation? After all, a part of our cities motto is volunteerism, maybe a group of individuals could assist in trimming the tree. Again, has a conversation even occurred by the individuals who witnessed the issue to begin with?

I believe there should be a conversation around unused basketball hoops, regardless of where they sit. But I do not feel this topic was even approached with the community. The average citizen has no idea what the title of this ordinance even means, so a work-session on the topic was likely overlooked by the few who pay attention to council meetings.

Respectfully, Mayor Clark, I am requesting you postpone a vote on this ordinance and ask for further public input on the idea of citizens abusing the access way, (do they even know they are doing so?) as well as input on what kind of a community we want Keizer to be.

Thank you for your leadership and willingness to serve Keizer. If you would like my support in working to engage Keizer in a conversation, I am happy to do so.

Danielle Bethell

"I think the purpose of life is to be useful, to be responsible, to be honorable, to be compassionate. It is, after all, to matter: to count, to stand for something, to have made some difference that you lived at all." – Leo Rosten

Davis, Tracy

From: Johnson, Shannon
Sent: Tuesday, September 3, 2019 4:43 PM
To: Davis, Tracy
Cc: Eppley, Christopher; Brown, Nate
Subject: FW: Obstruction of public right of way. (Basketball Hoops)

Tammie said to send this to you. Could you print it for tonight? Thanks.

-----Original Message-----

From: Jeff Cowan [mailto:chief350@icloud.com]
Sent: Friday, August 30, 2019 4:34 PM
To: Cathy Clark <ClarkC@keizer.org>; Marlene Quinn <quinnm@keizer.org>; Roland Herrera <herrerar@keizer.org>; esmith@keizer.org; Laura Reid <ReidL@keizer.org>; Kim Freeman <Freemank@keizer.org>; Daniel Kohler <KohlerD@keizer.org>
Cc: Johnson, Shannon <JohnsonS@keizer.org>
Subject: Obstruction of public right of way. (Basketball Hoops)

Hello Keizer City Councilors,

I have been informed of the Keizer City Council's consideration of a code enforcement issue regarding obstructions in the public right of way such as basketball hoops etc.

As president of the Keizer Prairie Homeowners Association, representing 100 homes in the north end of Keizer, we support your proposed action to enforce keeping our public right of way areas such as sidewalks and public roadways clear of all obstructions such as derelict vehicles, recreational vehicle storage, and including basketball hoops.

Without clear enforcement of these ordinances, we will see an escalation of these incidences as has been the case in our neighborhood. Long-term placement or storage of private property should not be allowed in our publicly owned right of way. Our code enforcement personnel need this authority to enforce this premise.

We believe our city provided parks and our public schools are better and safer venues for our children to play basketball and other recreation rather than in the streets of Keizer.

Thank you for your service and leadership to the people of Keizer.

Sincerely yours,
Jeff Cowan
President
Keizer Prairie Homeowners Association
(503) 932-4568

Sent from my iPad

Sent: Wednesday, August 28, 2019 9:11 PM

To: Cathy Clark <ClarkC@keizer.org>; Laura Reid <ReidL@keizer.org>; Kim Freeman <Freemank@keizer.org>; Marlene Parsons <ParsonsM@keizer.org>; Roland Herrera <herrerar@keizer.org>; Elizabeth Smith <SmithE@keizer.org>; Daniel Kohler <KohlerD@keizer.org>

Cc: Brown, Nate <brownn@keizer.org>

Subject: Basketball Hoops

Madam Mayor and Members of the Keizer City Council-

This evening I read a copy of the proposed ordinance which would effectively ban basketball hoops in Keizer's neighborhoods. As a Keizer Dad, I strongly oppose the resolution as written.

My wife and I walk most evenings around our neighborhood. Evidently blood pressure is not something where the highest score wins and my doctor has ordered more exercise. I am not without sympathy for sidewalk obstructions. All of the attached photos were taken within a few blocks of our house. Not sure what the city can do about the USPS mailbox in the attached photos but it is blocking most if not all of that sidewalk. We have to do something, I get that.

What I do not support, is the way in which the ban on basketball hoops is written. I say ban because as the ordinance is written the hoops are allowed if they are "actively" used and not out overnight. As any of you who have wrestled these for your kids know, once the base is filled with water or sand they are not moving at night or any other time. The lack of movement effectively bans most if not all hoops.

Former Congresswoman Gabby Giffords once bemoaned the fact that the advent of automatic garage door openers impacted neighborhoods as it cut down on neighbors meeting each other in the driveway. They would drive into their garages and close them without meeting or saying "hi" to anyone. This proposal is another step in that direction. The hoops in our neighborhoods are used by groups of kids (and sometimes parents but my basketball skills are just embarrassing). We should encourage this type of thing. The family feel is what makes Keizer so special.

I urge you to reconsider this proposal for three reasons:

- 1) We should be encouraging our kids to turn off the TV and get outside. By banning hoops, we are giving them one less thing to do when they step out the front door. In our case, the closest park doesn't have any hoops and is across a busy street. The closest school is across two busy streets and the courts are tucked around behind it. Not the best place for a kid to be without close supervision. Neighborhood hoops are close to home and we can keep an eye on our kids.
- 2) The proposal feels very rushed. The final language was ready just today, shortly before a holiday weekend, and it is scheduled for a vote right after the holiday weekend. I also notice that it is not scheduled for a public hearing. As we learned with the police and

parks fees, if we take our time and engage the public, we can solve difficult problems. I fear this ban is being rushed through without time for the public to weigh in.

- 3) We don't have the staff to enforce this. Our code enforcement officer is already stretched thin. There are more than eight hoops on just my street alone. If complaints come in on all of them how in the world will he be able to deal with them? Mine is just one street, what happens in the whole city?

Let's take our time and do this right. There are other options we can consider. I have discussed some possibilities with some of you. I am more than willing to serve on or chair a taskforce to look into ways where neighborhood basketball hoops and sidewalks can coexist.

In the meantime, if there are certain hoops causing strife between neighbors I understand we have a neighbor to neighbor mediation program which can be used.

Please slow down and let's take a page from the playbook for the parks and police fees. Let's engage the public and do this thing right.

Thank you for your time and your service to Keizer.

Warmest Regards,

Jonathan

Jonathan Thompson

Cell: 503-580-1294



