

CITY OF KEIZER MISSION STATEMENT
**KEEP CITY GOVERNMENT COSTS AND SERVICES TO A MINIMUM BY PROVIDING CITY SERVICES TO THE
COMMUNITY IN A COORDINATED, EFFICIENT AND LEAST COST FASHION**

A G E N D A
KEIZER CITY COUNCIL
EXECUTIVE SESSION

Monday, July 1, 2013

5:45 p.m.

Keizer Civic Center
Keizer, Oregon 97303

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Pursuant to ORS 192.660(2)(e) – *To conduct deliberations with persons designated by the governing body to negotiate real property.*
 - b. Pursuant to ORS 192.660(2)(f) – *To consider information or records that are exempt by law from public inspection.*
 - c. Pursuant to ORS 192.660(2)(h) – *To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.*
 - d. Pursuant to ORS 192.660(2)(i) – *To review and evaluate the employment related performance of the chief executive officer of a public body, a public officer, employee or staff member who does not request an open hearing.*
4. **ADJOURN**

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

The Oregon Public Meeting Law authorizes governing bodies to meet in executive session in certain limited situations. An executive session is defined as any meeting or part of a meeting of a governing body which is closed to certain persons for deliberations on certain matters as defined by ORS 192.660. These sessions are closed to the public. The media may attend the session, unless the Oregon State Statutes specifically prohibits media attendance. The governing body is not allowed to take any final action or make any final decisions during the executive sessions. Any final action or decision must be made after returning or at the next regularly scheduled meeting.

AGENDA

KEIZER CITY COUNCIL **REGULAR SESSION**

Monday, July 1, 2013

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC TESTIMONY**

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

5. **PUBLIC HEARINGS**

6. **ADMINISTRATIVE ACTION**

- a. Request for Waiver of Fees for Use of Keizer Rotary Amphitheatre for Movies in the Park
- b. Focal Point Signs

7. **CONSENT CALENDAR**

- a. **RESOLUTION** – Authorizing City Manager to Enter Into Street Sweeping Contract
- b. **RESOLUTION** – Authorizing City Manager to Enter Into Agreement with Apply-A-Line, Inc. for Repainting of Pavement Legends
- c. **RESOLUTION** – Authorizing City Manager to Enter Into Lease Agreement with Ricoh USA Inc. for Police Department Copier
- d. **RESOLUTION** – Granting Step Increase to the City Attorney

e. RESOLUTION – Authorizing City Manager to Execute Second Extension of City of Keizer Custodial Services Contract with Willamette Valley Rehabilitation Center, Inc.

f. Approval of June 3, 2013 Regular Session Minutes

g. Approval of June 10, 2013 Special Session Minutes

8. COMMITTEE REPORTS

9. OTHER BUSINESS

This time is provided to allow the Mayor, City Council members, or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.

a. New Business or Old Business Issues

10. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

11. AGENDA INPUT

July 8, 2013

5:45 p.m. – City Council Work Session

- Code Enforcement

July 15, 2013

7:00 p.m. – City Council Meeting

August 5, 2013

7:00 p.m. – City Council Meeting

12. ADJOURNMENT

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

CITY COUNCIL MEETING: July 1, 2013

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: REQUEST FOR WAIVER OF FEES FOR USE OF KEIZER
ROTARY AMPHITHEATRE FOR MOVIES IN THE PARK**

At the last Council meeting, Clint Holland (KRA) mentioned that he was planning on having three (3) movie events at the Keizer Rotary Amphitheatre. I called Clint to confirm the plans as this had not been planned in the free concert/theatre management agreement.

Clint indicated that he will have no more than three (3) movie events this summer, but he did not have the dates set yet.

This matter is before the Council to consider whether it is appropriate to waive fees for these movie events. The fees involved for an event of this type would be a Permit Application Fee in the amount of \$52.00 and Reservation Fees. If the event is not for profit, the Reservation Fees are \$73.00 for two hours and \$37.00 per hour for each additional hour up to a maximum of \$367.00 per day. If the event is for profit, the Reservation Fees are \$110.00 for three hours and then \$37.00 per hour for each additional hour or ten percent of the ticket sales, whichever is greater. In addition, there is a fee of \$10.00 for a half day or \$21.00 for a full day for events that require electrical power.

Keizer's Park Regulations allow the Public Works Director to allow a special-permitted event to occur after regular closing hours. I anticipate we will handle the movies the same way and be certain that there is sufficient light for exiting the premises.

For the free concert/theatre events, the City still requires payment of the application fee. We will still require appropriate insurance and Oregon Liquor Control Commission paperwork if alcoholic beverages are going to be served.

It is appropriate for Council to consider the matter of the fees and make a minute motion to reject the waiver, waive some of the fees, or waive all of the fees for the three (3) movie events at the Keizer Rotary Amphitheatre.

RECOMMENDATION:

The City Council should consider the matter and make a minute motion to formalize its intent with regard to waiving fees and whether waiver includes the application fee.

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

ESJ/tmh

COUNCIL MEETING: July 1, 2013

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: NATE BROWN
COMMUNITY DEVELOPMENT DIRECTOR**

SUBJECT: Focal Point Sign

BACKGROUND:

The City has had repeated requests to place informational signs at the focal point at Chemawa and River. The sign code requires banners to be placed on permanent structures. Public works has installed permanent footings to support a sign structure, which can be installed and removed. This has been deemed to comply with the requirement of permanent structure.

As the property of the City, the council should establish a policy whereby this structure can be used, as more requests will be made. Staff recommends that limits should be placed on what kind of use this structure can be put to. Namely:

- The information should be for public event purposes and not commercial purposes;
- Signs must be limited in duration to comply with the ordinance requirement of no more than 120 total days of display per calendar year, to be placed forty-eight (48) hours prior and removed no later than twenty-four (24) hours after the event;
- Placement of signs must be on a first come, first served basis;
- Sign permission must be granted by the City Council in order to document the public purpose and therefore must follow established process to be placed before the Council.

The request before the Council is from Clint Holland, KRA President, to use the sign to announce the summer concert series. The specific dates for this would be to place the sign up before the stated events, namely: July 13, 20, 25, 26, & 27, August 3, 10, 17, 21, & 24, and September 7 and 14.

RECOMMENDATION:

Allow the requested dates for placement of a sign at the Focal Point for the dates requested, and direct staff to prepare a Resolution to formally adopt the policies indicated above for ongoing use of the sign structure.

CITY COUNCIL MEETING: July 1, 2013

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *STREET SWEEPING CONTRACT*

A request for proposals for street sweeping services was prepared by the Public Works Director. That request for proposals for street sweeping services was issued on March 27, 2013. Three proposals were received and independently evaluated by the three evaluators identified in the Request for Proposals. The evaluators used criteria and evaluation guidelines set forth in the request for proposals to determine the appropriate provider to recommend to Council. Based on the evaluators' recommendation, a notice of intent to award the street sweeping services contract was issued.

The City received a protest of notice of intent to award by one of the parties submitting a proposal. Pursuant to state law and our Ordinance, the City Manager is the City Purchasing Manager. After consultation with legal counsel, he wrote to the protestor indicating that the various protests were unfounded.

A Resolution authorizing the City Manager to enter into the street sweeping contract with Wheat, LLC has been prepared for your consideration. (The map referenced in the beginning of the Contract is too large to attach. It will be available at the Council meeting.)

RECOMMENDATION:

Adopt the attached Resolution Authorizing the City Manager to Enter Into Street Sweeping Contract.

If you have any questions in this regard, please feel free to contact me. Thank you.

ESJ/tmh
attachment

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2013-_____

3

4 AUTHORIZING THE CITY MANAGER TO ENTER INTO
5 STREET SWEEPING CONTRACT

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8 WHEREAS, the City of Keizer has requested proposals for a Street Sweeping
9 Contract for the cleaning of city streets and other designated areas;

10 WHEREAS, the proposals were independently evaluated by the three evaluators
11 identified in the Request for Proposals and the evaluators recommended that Wheat,
12 LLC be awarded the contract;

13 WHEREAS, a Notice of Intent to Award the Contractor to Wheat, LLC was
14 issued to the three proposers;

15 WHEREAS, a Protest of Notice of Intent to Award Street Sweeping Services
16 Contract was received and responded to by the City Purchasing Manager pursuant to
17 Ordinance 2005-519 and state law;

18 NOW, THEREFORE,

19 ///

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22 ///

1 BE IT RESOLVED by the City Council of the City of Keizer that the City
2 Manager is authorized to enter into the Street Sweeping Contract with Wheat, LLC, as
3 set forth in Exhibit "A", attached and by this reference incorporated herein.

4 BE IT FURTHER RESOLVED that the map referred to in the attached Street
5 Sweeping Contract be attached to the fully executed Contract and kept in the City
6 Recorder's files.

7 PASSED this _____ day of _____, 2013.

8 SIGNED this _____ day of _____, 2013.

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Mayor

City Recorder

STREET SWEEPING CONTRACT

PARTIES:

CITY OF KEIZER, an Oregon
municipal corporation (hereinafter "City")

WHEAT, LLC, an Oregon
Limited liability company (hereinafter "Contractor")

Based on the mutual promises and consideration expressed herein, the parties agree as follows:

A. DEFINITIONS AND GENERAL INFORMATION

1. The City of Keizer, hereinafter referred to as the "City", desires to contract a professional street cleaning service for the period beginning August 1, 2013 and ending July 31, 2016, subject to the optional extension as provided herein. The City and Contractor may extend the Contract for two (2) additional years upon mutual consent of the parties.
2. The City has approximately 112 miles of roadway to be swept, equaling approximately 205 curb miles and 35 miles of non-curbed bike paths and center turn lanes, in accordance with the attached map. Leaf pick up is an integral part of this Contract, and the cost thereof is to be included in the contract price.
3. The term "debris" shall mean all materials normally picked up by a mechanical sweeper, such as sand, salt, glass, paper, cans and other materials. "Debris" also includes large items such as large stones, tree limbs, wood, cable, and other such materials in the areas to be swept.
4. The term street shall mean the paved area between the normal curb line of a roadway whether or not an actual curb line exists on it. It shall not include any ways that would cause damage to the equipment used. It does include bikeways adjacent to the roadway.

B. SCOPE OF WORK

1. The Contractor will clean all the streets designated by the City on the attached map. The Contractor will divide the City into scheduled sweeping areas on a map and provide days of the week in which the sweeping area will be completed. Additional streets to be cleaned may be added by the City from time to time.
2. The Contractor will sweep each designated street twelve (12) times per year at the times designated by the City. However, River Road, Chemawa Road, Cherry Avenue, Keizer Station Blvd, Wheatland Road, Dearborn NE, and Lockhaven Drive will be swept twenty-four (24) times per year at the times designated by the City.
3. Sweeping will not be done after 6:00 p.m. or before 8:00 a.m. in residential areas. Any request for change in these hours shall be submitted in writing for written approval by the City Public Works Director prior to change. Contractor may be called in and must be available at unscheduled times for street clean-up.
4. The Contractor will supply and maintain all equipment necessary to accomplish these sweepings. Water for sweeping will be supplied by the City at a designated location.
5. The Contractor will dump at a certified land fill site approved by the City; however the City shall not provide or maintain such sites. All materials collected and dump need to be reported to the City in cubic yards quarterly, with the year end report due June 30.
6. The City shall pay Contractor \$32.97 per swept mile including disposal and \$115.00 per hour including the cost of disposal for special sweepings, payable on a monthly basis. The Contractor may request an increase in the per swept mile charge and special sweeping charge at the time of renewal. Granting of such request is voluntary and solely within City's discretion.
7. The Contractor may be required to sweep additional areas other than as set forth on the attached map. Such additional areas shall be charged at \$32.97 per curb mile for one curb mile or greater, or at an hourly rate of \$115.00 for additional street cleaning of less than one curb mile.

8. All streets shall be swept with the normal flow of traffic.

C. EQUIPMENT SPECIFICATIONS

1. The Contractor must have proof of ownership, or a signed lease for at least the duration of the Contract, of a Tymco 600 Sweeper suitable for meeting the requirements of this Contract. The Contractor should include evidence of available equipment to handle leaf pick up.

2. Machines must be equipped with an effective water spray system for dust control, and this spray system must be maintained in good operating condition.

3. Machines must be properly registered and insured in accordance with motor vehicle laws of Oregon.

4. Machines must be in good working condition and kept that way throughout the life of the Contract.

5. Equipment must be capable of removing litter, leaves, and debris sufficiently to meet City cleanliness standards.

6. Equipment must conform to all federal, state, and local safety regulations.

7. Vehicles must be equipped with dual gutter brooms capable of sweeping at minimum a nine foot path. Vehicles must be of the air regenerative sweeping type and meet DEQ Clean Air Standards.

D. ENVIRONMENTAL SPECIFICATIONS

1. The Contractor shall supply upon request to City regular maintenance records for all equipment.

2. Equipment must be operated in a manner that reduces discharge of water to the stormwater system by using minimal water, and for dust suppression only.

3. The Contractor must report equipment failure involving fluid leaks or other spills on public streets to the City within one hour of the identified incident.

4. All equipment must carry City approved spill abatement materials such as oil absorbent pads.

E. WORKMANSHIP

The Contractor shall, at all times, endeavor to use good sweeping practices and will be responsible to make adjustments to the equipment as directed by the inspector. Good sweeping practices include, but are not limited to:

1. Position gutter brooms at the proper angle to the gutter line and touching the curb.
2. Set main broom in level position to assure adequate debris pick up.
3. Replace gutter broom if excessively worn or if sections of the broom are gone.
4. Adjust spray nozzles to keep dust caused by sweeping to a minimum.
5. Center guides and main broom guides shall be properly maintained and adjusted.
6. Sweep entire radius on all designated routes, unless it is impossible or impractical to do so due to the size or configuration of the street.
7. No collected debris shall be left on the street right of way at any time, except during heavy leaf times, and this shall be limited to collection sites specified by the City.
8. Specified collection sites shall be cleaned thoroughly by the end of the sweeping day.
9. Operate sweeper as close to parked cars and other obstacles as safety allows.
10. Use common sense and good judgment at all times.
11. Operate sweeper at a minimum rate of speed to assure maximum debris pick up is attained on each street swept.

F. TECHNICAL REQUIREMENTS

1. The Contractor shall furnish to the City a written schedule for sweeping services on all streets within the City to be swept. Such schedule shall be approved by the Public Works Director or designee. Contractor shall substantially comply with the approved schedule.

2. The Contractor is reminded that he or she is an integral part of a continuing City service to which the citizens are accustomed. Therefore, the Contractors will be expected to cooperate with the City and its citizens in carrying out the basic task of removing debris from the City streets

3. The Contractor shall exercise all reasonable care and diligence in street sweeping. The Contractor shall take all actions necessary to prevent any spilling, scattering, or dropping of refuse through the sweeping activities. If any debris or refuse is spilled, the Contractor shall immediately clean up such spills.

4. The City shall verbally contact the Contractor to forward any complaints which relate to the Contractor's operations. Upon the receipt of a complaint, the Contractor shall investigate and resolve the complaint with the complainant if possible. The Contractors will then notify the inspector of the action taken on the next scheduled work day.

Should the Contractor not render this service within forty-eight (48) hours, excluding weekends, after a complaint is reported to the Contractor or an authorized representative, the contract administrator may make whatever arrangements are necessary, in the contract administrator's opinion, to satisfy the valid complaint. For any costs incurred by the City for these arrangements, the Contractor shall be made liable and reimburse the City immediately upon demand. Contractor agrees that City may deduct any unpaid cost incurred by the City from future payments due to Contractor from City.

5. The Contractor may, during periods of heavy leaf fall, establish temporary disposal sites within the working area. The location(s) must be submitted in writing for approval of the contract administrator prior to any dumping at these temporary

sites. As a prerequisite for use of these sites, the Contractor shall agree to clean and remove all debris from these sites before the end of each working day.

6. The Contractor shall notify the City twenty-four (24) hours prior to sweeping any area, of the streets to be swept and the approximate time of the sweeping in order to allow the City the opportunity to immediately inspect the suitability of the job. If the job is found to be not acceptable, the City, at its option, may require the Contractor to reclean the job area at the Contractor's expense.

G. CITY'S OBLIGATIONS

1. The City will designate a location within the City for filling water spray systems.
2. The City will not provide or maintain disposal sites for dumping debris picked up by the Contractor.
3. The City may provide safety efficiency checks.

H. CONTRACTOR'S OBLIGATIONS

1. The Contractor must be able to meet all requirements of this project.
2. The Contractor must comply with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, 653.268 and 653.269.
3. The Contractor will provide fuel and maintenance for all vehicles and for equipment. The Contractor may request annually fuel cost surcharges which may be granted by the City in its sole discretion.
4. The Contractor must have a supervisor or foreman available at all times to direct operations. This supervisor or foreman will report to the City or its designee any problems that occur.
5. The Contractor shall meet the agreed upon dates for sweeping as closely as possible.
6. The Contractor agrees not to sublet or assign this Contract in whole or in part without the prior written authorization of the City.

7. The Contractor is responsible for disposing of debris. The Contractor must obtain the City's approval of the Contractor's plan for disposal of debris prior to beginning work under this Contract. The Contractor may request annually dumping fee cost charges which may be granted by the City in its sole discretion.

I. BREACH OF CONTRACT

If the Contractor cancels this Contract or materially breaches this Contract before substantially performing under the terms of this Contract, then the parties agree that the Contractor shall pay to Keizer as damages for its cancellation or breach of this Contract the sum of \$5,000.00 which the parties have negotiated recognizing the difficulty of accurately estimating the harm to Keizer caused by the Contractor's prospective breach and which sum the parties have negotiated and determined to be reasonable compensation to the City for that harm.

J. ENFORCEMENT PROVISIONS

In the event that the City is required to employ an attorney to enforce the provisions of this Contract, the Contractor agrees to pay the City's reasonable costs of enforcement, including attorney fees, and if the City is required to maintain any suit, action or proceeding upon this Contract or if any appeal is taken therefore, the prevailing party shall be entitled to recovery, in addition to such other sum of money or performance due hereunder, such sums as the Court may adjudge reasonable as attorney fees in said suit, actions, proceeding or appeal plus the costs and disbursement awarded therein.

K. PAYMENT SCHEDULE

Contractor will submit an invoice monthly to the City indicating miles swept, time spent on special sweeping and the charges for that service and the special disposal cost, if any. The City shall pay the Contractor within thirty (30) days of accepting the work and receipt of invoice.

L. LIABILITY INSURANCE REQUIREMENTS

Contractor shall procure and maintain at its own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of City for adequacy of protection

and shall include a provision preventing cancellation without ten (10) day's prior notice to City in writing. Contractor must provide the City with a certificate of insurance evidencing the insurance within five (5) days from Contractor's execution of this Contract. The certificate of insurance must include the following language: "The City of Keizer, its officers, agents, contractors, and employees are named as additional insured." The liability insurance required is as follows:

1. Contractor's General Public Liability and Property Damage Insurance issued to 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 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 \$1,000,000 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 \$1,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

2. 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.

M. WORKERS COMPENSATION INSURANCE

Contractor shall procure and maintain, at his own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of his employees at the site of the project and in case any work is sublet, 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 Contractor. Certificates evidencing the issuance of such insurance shall be filed with City within ten (10) days after execution of this Contract.

N. NOTICES

Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage fully prepaid, addressed to the parties as set forth below or such other address as either party may provide to the other by notice given in accordance with this provision.

CITY:

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

CONTRACTOR:

Wheat, LLC
1141 Chemawa Road N
Keizer, OR 97303

O. WAIVER

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

P. INDEMNITY

Contractor shall indemnify and save harmless City, City'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, his agents, or employees, in the execution of the work or in guarding the same.

Q. SUBCONTRACTS

Contractor shall have full responsibility under this Contract 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.

R. 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 City. 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.

S. CONTRACT TERMINATION

1. City may terminate this agreement with thirty (30) days prior written notice. In such case, the City shall be liable only for the services rendered through date of termination at the contract rate.
2. The City reserves the right to rebid or obtain competitive quotes on any renewal or extension of this Contract or any additional sweeping requested under this Contract.

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IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures below:

CITY OF KEIZER:

WHEAT, LLC

Dated: _____

Dated: June 20, 2013

By: _____
City Manager

By: Wayne L. Thackery
Wayne Thackery *Member/Mgr!*

Approved As To Form:

Dated: _____

City Attorney

CITY COUNCIL MEETING: July 1, 2013

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: ANNUAL PAVEMENT MARKINGS

BACKGROUND:

The Streets Division of the Public Works Department solicited quotes for the annual pavement marking project. This project involves painting the stop bars, turning arrows, crosswalks, school zone markings, and yellow curbs throughout the City. This work will also include the repair or replacement of all thermo-plastic pavement markings Citywide. The lowest quote received was \$66,096.75 submitted by Apply-A-Line, Inc.

FISCAL IMPACT:

The funds for this project are included in the FY 13/14 Street Fund budget.

RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to enter into a contract with Apply-A-Line, Inc. for the 2013 Pavement Marking project.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2013-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO
AGREEMENT WITH APPLY-A-LINE, INC. FOR REPAINTING
OF PAVEMENT LEGENDS

WHEREAS, the pavement legends in the City requires repainting;

WHEREAS, bids were solicited for repainting of the City's pavement marking
legends;

WHEREAS, funds available to complete this project are in the 2013/14 Street
Fund;

WHEREAS, three bids for this project were received. Apply-A-Line, Inc.
submitted the low bid for a total amount of \$66,096.75;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is hereby authorized to enter into the attached agreement with Apply-A-Line,
Inc. for a total cost of \$66,096.75 to repaint the pavement legends. Funding for this
project is from the Street Fund.

PASSED this _____ day of _____, 2013.

SIGNED this _____ day of _____, 2013.

Mayor

City Recorder

CONTRACT
FOR
REPAINTING OF PAVEMENT MARKING LEGENDS

THIS AGREEMENT, made this _____ day of _____, 2013, at Keizer, Oregon, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Apply-A-Line, Inc., hereinafter called "Contractor".

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

1. **WORK BY CONTRACTOR.** The Contractor shall perform the work of repainting pavement marking legends as described in Attachment "A" (Attachment "A" may include Contractor's Proposal, Request for Proposals, Scope of Work, Plans, Specifications, Drawings, Special Provisions, and any other related Contract documents) which is attached hereto and by this reference incorporated herein.
2. **TIME OF COMPLETION.** The Contractor shall commence the work covered by this Contract within ten (10) calendar days after complete execution of this Contract and shall coordinate this work with the Public Works Director and/or designee to assure completion of all aspects of the project relating to schools or school zones no later than September 2, 2013 and all other aspects of the project no later than September 30, 2013, subject to adjustments as provided for in the Contract Documents. Time limits stated above are of the essence of this Contract.
3. **LIQUIDATED DAMAGES.** Contractor and Owner recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in Section 2 above, plus any extensions allowed herein. The parties recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Therefore, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner One Hundred and no/100 Dollars (\$100.00) for each calendar day that expires after the time specified in Section 2 until the Work is complete.
4. **PROJECT SCHEDULE.** Contractor shall submit to the Public Works Director a weekly project schedule every Friday. The project schedule shall provide a detailed list indicating the locations that have been completed from the date of the last project schedule up to the date of the submittal of the current weekly project schedule.
5. **PRECONSTRUCTION CONFERENCE.** Before any Work is started, a Preconstruction Conference attended by the Contractor, Public Works Director,

and others as appropriate, will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Section 4, procedures for handling submittals, processing applications for payment, and maintaining records.

6. **CONTRACT SUM.** The Contract Sum is \$66,096.75 as described on the Contractor's Bid attached hereto as Attachment "B" and by this reference incorporated herein. Unless the Contract states otherwise, the actual sum payable to Contractor for the work shall be based on the Contractor's Bid, as modified by Change Orders and adjustments made as provided herein.
7. **PAYMENTS.** Contractor may request a partial payment for the work performed to August 31, 2013. Such request shall be prepared by the Contractor and approved by Owner, provided that the Contractor is performing the overall job in a diligent manner. The payment request shall accurately and completely detail all work completed up to the date of the request. Any and all additional forms and documentation required by statute or this Agreement shall be submitted with the pay request.

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

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 ten percent (10%) of the amount requested.

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

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

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

OWNER:

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

CONTRACTOR:

Apply-A-Line, Inc.
PO Box 90577
Portland, OR 97290

11. **LICENSES AND PERMITS.** The Contractor shall obtain and maintain all licenses required for public works contracts in the State of Oregon and shall secure and pay for all fees and permits required for the project, if any. Contractor shall comply with all laws, ordinances and regulations, (Federal, State, or local) which may be applicable to the project to be conducted hereunder.
12. **RESPONSIBILITY OF PUBLIC WORKS DIRECTOR.** The term "Public Works Director" herein shall be Bill Lawyer, or his duly authorized representative. The Public Works Director shall have full authority to interpret the plans and specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract. It shall be the duty of the Public Works Director to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications.
13. **WAIVER.** It is expressly understood and agreed that any waiver granted by the Public Works Director or the Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver, by the Owner, of any claim which the Owner may have against the Contractor.
14. **LIABILITY INSURANCE.** The Contractor shall procure and maintain at its own expense, during the life of this Contract, liability insurance as hereinafter specified. 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 evidencing the insurance within five (5) days from Contractor's execution of this Contract. The certificate of insurance must include the following language: "The City of Keizer, its officers, agents, contractors, and employees are named as additional insured." 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 \$1,000,000 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 \$1,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

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

15. **WORKERS COMPENSATION INSURANCE.** The Contractor shall procure and maintain, at his own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Certificates evidencing the issuance of such insurance shall be filed with the Owner within five (5) days after execution of this Contract.

16. **INDEMNITY.** The Contractor shall indemnify and save harmless 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, his agents, or employees, in the execution of the work or in guarding the same.

17. **SUBCONTRACTS.** The Contractor shall have full responsibility under these conditions, general provisions, plans and specifications for any subcontracts which he may let. Work not performed by Contractor with its own forces shall be

performed by subcontractors. Contractor agrees to bind each subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the work. Contractor shall submit a certification to Owner that all subcontractors performing work will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

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

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

19. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall continuously maintain adequate protection of all his 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. He shall designate a responsible member of his 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, as his discretion, to prevent such threatened loss or injury, and he must take such action if so instructed or authorized by the Owner. The Contractor shall also protect adjacent property as required by law.

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

20. **WORK HOURS.** Contractor agrees that all work on River Road must be done after 9:00 a.m. and complete by 4:00 p.m. each day to avoid commuting traffic. Owner may grant permission to work at night on all arterial streets upon request by Contractor.

21. **TRAFFIC CONTROL MEASURES.** Contractor understands and agrees that work sites under this project vary from low traffic to very high traffic flow and that Contractor shall use appropriate traffic control measures. All traffic control measures must comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Contractor agrees that all personnel must wear safety vests at all times and use safety cones as required.

22. **INSPECTION.** Owner and his representative shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to inspection and approval. If any work should be covered up without approval or consent of Owner, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

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

The inspection of the work shall not relieve the Contractor of any of his 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 approval of Owner.

23. **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 his 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.

24. 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.

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

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

- a. The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor, whereupon Owner may itself take over the work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of its service, the Contractor shall not be entitled to any further payment under this Contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the Contract price when the Owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such costs, expenses and damages shall exceed such

unpaid balance of the Contract price, the Contractor shall pay the difference to the Owner. Such costs, expenses, and damages shall be certified by the Public Works Director.

- b. The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to collect from the Contractor, or to deduct from any payment then or thereafter due the Contractor, the cost incurred by it through the default of the Contractor, provided the Public Works Director approves the amount thus charged to the Contractor.

26. **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.

27. **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.

28. **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.

29. 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.

30. 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.

31. 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.

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

33. 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 a possible to expressing the intention of the stricken provision.

34. 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.

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

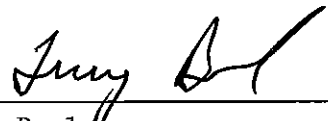
OWNER:

CONTRACTOR:

CITY OF KEIZER

APPLY-A-LINE, INC.

By: _____
Christopher C. Eppley,
City Manager

By:  _____
Terry Buol
Secretary-Treasurer

APPROVED AS TO FORM:

Keizer City Attorney



City of Keizer - Department of Public Works
930 Chemawa Rd. N.E. * PO Box 21000
Keizer, OR 97307 (503)390-3700 fax (503) 393-9437
www.keizer.org

April 12, 2013

Dear Potential Bidder:

RE: PAVEMENT MARKINGS BID PROPOSALS

The City of Keizer is currently accepting bid proposals for the repainting of our pavement marking legends. We would like to offer you the opportunity to submit a bid proposal to perform this work. All bids are due no later than 5:00 p.m. May 2nd, 2013. Insurance documents should accompany your bid proposal and must meet the amounts set forth in ORS 30.270. The amounts are \$1,000,000 for property damage and \$1,000,000 per person for bodily injury and no less than \$2,000,000 for any number of claims arising out of a single accident or occurrence. If the bid is awarded to you, you must make arrangements with your insurance carrier to provide a certificate showing the City of Keizer, it's officers, agents, contractors, and employees as an Additional Insured's on an endorsement. You can submit your bid via United States Postal Service or hand deliver them to the City of Keizer City Hall. **Faxes or Electronic submittals will not be accepted.** City staff will recommend the City Council approve a contract for the apparent low bidder at the July 1st, 2013 City Council meeting. Please send bids to the attention of Michael Griffin Streets/Stormwater Supervisor at the City of Keizer Public Works Department, PO Box 21000 Keizer Oregon 97307-1000.

The City of Keizer currently has approximately 581+/- stop bars, 181 bike w/arrows symbols, 69 vinyl bike w/arrow symbols, 32 right arrows, 69 left arrows, 16 straight arrows, 2 left thermo, 29 crosswalks, 550+/- feet of vinyl crosswalk patching, 35 school, 29 crossing, 15 speed bumps, 3 bumper islands and 41 yellow curbs. The project will be awarded on a **lump sum basis** based on the attached schedule of contract prices. There is the good chance that some of the totals may vary +/- due to slurry seals, street resurfacing, new projects, and some may have been converted to thermo- plastic and so it is **MANDATORY** to turn in an updated list of current stop bars and legends with each schedule of work completed. The contractor will be compensated for each additional legend per bid item cost. We are requesting a project schedule be turned in at end of each week so we may track which locations are done and do random sampling of VOC's if necessary. We can provide a City map at no charge to create a grid for turning in a schedule if that is helpful. We are also incorporating the vinyl for our crosswalks and bike legends to be included in this proposal with a standard **minimum of 3' strips** of replacement so we recommend an on-site inspection prior to bidding, with pricing to be on a per foot basis. All paint and thermo-plastic materials shall meet current ODOT specifications for VOC content and reflectivity using glass beads. The City of Keizer will not supply any stencils for the legends. The contractor may make arrangements with the

Keizer Public Works Department is a professional, dedicated team that proudly serves the community by effectively and efficiently building, operating and maintaining quality, safe and secure public facilities.

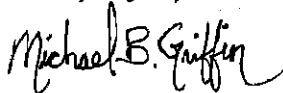
Marion County Public Works Department and should copy their stencils to match the current painted surfaces.

The work sites will vary from low traffic to very high traffic flow, so the contractor should allow for some traffic control measures in high traffic areas and **MUST** wear safety vests at all times and use safety cones as required. All traffic control measures shall comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Any River Road work must be done after 9am and complete by 4pm in order to avoid commuting traffic.

The contractor can anticipate starting work after the July 1st Council approval and all signed documents and schedules are submitted. All work pertaining to the schools or school zones shall be completed on or before **September 2nd, 2013**. The remainder of the work shall be completed on or before **September 30th, 2013**. The contractor may request a time extension due to weather and must do so in writing prior to the completion date. If the contractor does not complete the work by the required dates the City reserves the right to impose liquidated damages at \$100 per calendar day thereafter.

Attached you will find information needed to submit your bid. The contact information for Marion County Public Works Department is at the bottom of this page. If you have any questions or comments please feel free to contact me at (503) 856-3551.

Thank you for your interest in this project,



Michael Griffin
Streets/Stormwater Supervisor
P.O. Box 21000
Keizer, OR 97307
(503) 393-9437 fax

Enclosures: 21 total pages

Cc:

Bill Lawyer/City of Keizer Public Works Director
Tammie Harms/City of Keizer Legal Assistant

Contact for Marion County Public Works Department to Obtain Stencil Templates
Don Clark
5155 Silverton Rd N.E.
Salem, OR 97305
(503) 588-5344

PAINTED STOP BARS

AMT	LOCATED ON	AT/NEAR	DBL BAR
1	1st "CT" GOING	West from Sandra	
2	2nd Ave	Appleblossom	
1	2nd Ave	Garland Way	
1	2nd Ave	Wheatland Rd	
1	2nd "CT" GOING	West from Sandra	
1	3rd St	Hollyhock Place	
1	4th Place N	Cummings Ln	
1	5th Avenue	Fall Creek Drive	
1	5th Avenue	Sunset	
1	6th Avenue	James St	
1	7th St	Chemawa Rd	
2	7th Ave	Claggett St	
1	8th Ave	Claggett St	
1	8th St	Chemawa Rd	
1	8th Ct	Nottingham Dr	
1	9th Ct	Nottingham Dr	
1	10th Ave	Chemawa Rd	
2	10th Pl	Moneda Ave	
1	10th Pl	Rafael Ave	
2	10th Pl	Ventura Ave	
2	11th Ave	Manzanita St	
1	12th Ave	Dearborn Ave NE	
2	13th Ave	Manzanita Rd	
2	13th Ave	Dearborn Rd	
1	13th Ave	Chemawa Rd	
1	13th Ave	Rafael	
2	14th Ave	Mandarin Way	
2	14th Ave	Manzanita St	
1	15th Ave	Chemawa Rd	
1	15th Ave	Willow Lake Rd	
2	18th St	Chelan St	
2	18th St	Wiessner Dr	
2	18th St	Dearborn Rd	
1	18th St	Verda Lane	
1	35th Ave	Volcano Stadium Exit	
1	Alder Dr	Cherry Ave	
2	Alder Dr	Pleasant View Dr	
1	Alder Dr	Verda Lane	
1	Aldine	McLeod Ln	
1	Aldridge	Wheatland Rd	
1	Alexis Lane	Windsor Island RD	
1	Allendale Way	Keizer Rd	
1	Alliance Ct	Northside Dr.	
2	Amy	Rockledge Dr.	
1	Amy	Stone Hedge	
1	Angie	Brooks Ave	
2	Appleblossom	River Rd	
1	Arborwood Ct	Horizon Ridge Ct	
2	Arcade	Kalmia	
1	Arcade	Chemawa Rd	
1	Arleta	Alder Dr	
1	Arrow Point Ct	Country Glen	

PAINTED STOP BARS

AMT	LOCATED ON	AT/NEAR	DBL BAR
1	Arrowwood	Horizon Ridge Ct	
1	Autumn Leaf Ct	Willow Lake Rd	
2	Bailey Rd	Chemawa Rd	
1	Bailey Rd	Dearborn Ave NE	
1	Bair Rd	O'Neil	
1	Barnick	O'Neil	
1	Beebe	Alder	
1	Benevan Ct NE	Harmony Dr	
1	Bent Grass Ct	Prairie St.	
1	Bent Grass	Pineview St	
1	Bever	Cherry Avenue	
1	Bever	River Rd	
1	Bingtree	Northtree	
1	Birch Ave	Manbrin Dr	
1	Birchwood Ct	Russett Dr	
1	Blarney Stone Ct	Amy Ln	
1	Bobbie Ct	Willow Lake Rd	
1	Bolf Terrace	Wheatland Rd	
1	Bolf Terrace	Craftsman Loop	1
1	Bolin Ct	Glynbrook	
1	Bond	Northside Dr.	
1	Brandon Ave	18th St.	
1	Briarwood Circle	Chemawa Rd	
1	Broken Top Ave	Merlot Ave	
2	Brooks Ave	Alder Dr	
1	Brooks Ave	Manbrin/Thorman	
1	Brunner Ct	June Reid Place	
1	Bundy Ave	Cynthia	
1	Caleb	Harbour Ln	
1	Caleb	Maddy Ave	
1	Camden St	Barnick Rd	
1	Candlewood Rd	Cherry Avenue	
1	Caneberry	Parkmeadow	
1	Carilor Ct	Kalmia	
1	Carmen Ave	Dearborn Rd	
1	Cater	Wheatland Rd	
1	Cedar Ct	Cummings Ln	
1	Cedar Ave	Manbrin Dr	
1	Cedar Bluff	Wheatland Rd	
1	Celtic Way	Chemawa Rd	
1	Chardonnay Lp	Zinfandel St	
2	Chemawa Rd	Shoreline/Windsor Island	1
1	Chemawa Rd	Verda Lane	
1	Chemawa Lp	Chemawa Rd	
1	Chehalis Dr	Chemawa Rd	
1	Chehalis	Lockhaven Dr	
1	Chehalis Ct	Chemawa Rd	
1	Cherry Ave	Greenwood Dr	
1	Cherry Ave	Manbrin Dr	
1	Chetco	Chemawa Rd	
1	Churchdale	Bailey Rd	
1	Churchdale	River Rd	
1	Churchdale	Delight St	
2	Clark Ave	Dietz/Lawless	

PAINTED STOP BARS

AMT	LOCATED ON	AT/NEAR	DBL BAR
2	Clark Ave	Dietz/Lawless	
1	Clark Ave	Dearborn Rd	
1	Claxter	Verda Lane	
1	Clearlake Rd	Wheatland Rd	
1	Clearview Ave	Brooks St	
1	Clearview Ave	Cherry Avenue	
1	Cloverleaf Ln	Bailey Rd	
1	Country Glen	River Rd	
1	Courtlyn St	Lucinda Ave	
1	Craftsman Loop	Bolf Terrace	
1	Craftsman Loop	Veranda	
1	Crater	Chemawa Rd	
1	Crater	Ventura St	
1	Crestview Ct	Lockhaven Dr	
1	Crestwood	Lockhaven Dr	
2	Crystal Springs	McClure	
1	"CT" @ or near	3583 Jack St	
2	Cummings Ln	Shoreline	
1	Cynthia	Joan Dr	
2	Dearborn Ave	Shoreline Dr	
2	Dearborn Ave	Ventura	
2	Dearborn Ave	Verda Lane	
1	Dearborn Ave	Delight St	
2	Dearborn Ave	18th St.	
2	Delaplane St	Rupp Ave	
2	Delight St	Evans St	
2	Delight St	Dearborn Ave	
1	Delight St	Chemawa Rd	
2	Delight St	Cummings Ln	
1	Delight St	Menlo Dr	
1	Dennis Ray	McLeod Ln	
1	Delta	Wheatland Rd	1
1	Delta	Wheatland Rd	
1	Dennis Ln	Rivercrest Dr	
2	Dennis Ln	5th Ave	
1	Denny Ct	Glynbrook	
1	Dietz	River Rd	
1	Dixon	Noren Avenue	
1	Dixon	Verda Ln	
1	Donnan	Rickman	
1	Dorcas Dr	Jack St	
1	Dorcas Dr	Dorcas Dr East end	
1	Dorcas Dr	Dorcas Dr West end	
1	Drysdale St	Koufax Ln	
2	Drysdale Ct	Jacobe St	
1	Eastward Ct	Four Winds Dr	
1	El Segundo Ave	O'Neil	
1	Elizabeth	Chemawa Rd	
2	Elizabeth	Churchdale	
1	Elizabeth	Dearborn Ave N	
1	Elizabeth	Evans Ave	
1	Elvira	Dearborn Ave N	
1	Erika	O'Neil	
1	Erika	St Charles	

PAINTED STOP BARS

AMT	LOCATED ON	AT/NEAR	DBL BAR
1	Espana Ave	10th Pl	
1	Espana Ave	Shoreline	
1	Eugene Ct	Kalmia	
1	Evans Ave	Delight St	
1	Evans Ave	River Rd	
1	Fall Creek Ct	Fall Creek Drive	
1	Farmland Ln	Wheatland Rd	1
2	Fenwick	Russet Dr	
1	Fieldview	Parkmeadow	
1	Filbert St	Alder DR	
1	Fillmore St	Dearborn Ave N	
1	Fillmore St	Evans Ave	
1	Fir Cone	River Rd	1
1	Firview Pl	Briarwood East	
1	Foothill Ct	Wheatland Rd	1
1	Four Winds Dr	Chemawa Rd	
1	Freeman Ct	Kalmia Dr	
1	Garland	River Rd	
1	Garland Ct	Jack St	
1	Garland Wy	Jack St	
1	Garland Wy	River Rd	
1	Glynbrook	Rivercrest Dr	
2	Gobert	Dixon St	
2	Gobert	May St	
2	Gobert	Keizer Rd	
1	Golden Ln	Willow Leaf St	
1	Golden Ln	Windsor Island Rd	
2	Greenwood	Thorman Ave	
1	Greenwood	River Rd	1
1	Greenwood	Cherry Avenue	
2	Greenwood	Harcourt/Arnold	2
1	Griswold Ave	Pleasant View Dr	
1	Harcourt	Dearborn Ave N	
2	Harcourt	Lawless	
1	Harmony Dr	14th St	
1	Harmony Dr	Trail Ave	
1	Harvest	Fir Cone	
1	Hasbrook Ave	Allendale Wy	
1	Hasbrook Ave	Keizer Rd	
1	Hassel Ct	Jacobe St	
1	Hazelbrook Dr	Wheatland Rd	
1	Hidden Creek Dr	River Rd	
1	Hills Creek Ct	Fall Creek Drive	
1	Hollyhock Pl	5th Ave	
1	Hollyhock Pl	River Rd	
1	Homestead Ct	Clearview	
1	Homewood Ct	River Rd	
1	Honeysuckle St	5th Ave	
1	Honeywood Ct	Tepper Ln	
1	Hopkins	Cherry Avenue	
1	Horizon	Cherry Avenue	
1	Hornet Ct	5th Ave	
1	Hornet Dr	5th Ave	
1	Inland Shores	Lockhaven Dr	

PAINTED STOP BARS

AMT	LOCATED ON	AT/NEAR	DBL BAR
1	Ivy Way	Harcourt	
2	Ivy Way	Thorman Ave	
1	Jack St	Rivercrest Dr	
2	Jack St	Appleblossom	
2	Jack St	Wilshire Dr	
1	Jacobe Dr	Tepper Ln	
1	Jakewood	Horizon Ridge	
1	James St	River Rd	
1	Jani Ct	Erica	
1	Jaspen	Pierce	
1	Jaymar	Tepper Ln	
2	Jaymar	Manzanita	
1	Jays Dr	Wheatland Rd	1
1	Jerdon Ct	New Terrace	
1	Joan Dr	Lockhaven Dr	
1	Jo Delle Ct	15th Ave	
1	Joan Ct	Chemawa Rd	
1	Juedes	Delight St	
1	Juedes	River Rd	
1	Julie	Joan Dr	
1	June Reid Pl	Clearlake	1
1	Juniper Ct	Four Winds Dr	
2	Juniper St	13th Ave	
1	Juniper St	Four Winds Dr	
1	Kalmia	Verda Lane	
1	Kalmia	Lockhaven Dr	
1	Karm	Alder Dr	
1	Katie Ave	O'Neil	
1	Keizer Rd	Allendale	
1	Kelly St	Kalmia	
1	Kephart Ct	18th Ave	
1	Keystone Lp	Bair Rd	
1	Keizer Rd	Verda Lane	
1	Kinglet Way	Chemawa Rd	
1	Kinglet Way	Kalmia	
1	Kirby	Caleb St	
1	Klicitat	Lockhaven Dr	
1	Koala	Joan Dr	
1	Koala	Windsor Island Rd	
1	Lacey Ct.	Willow Lake Rd	
1	Laguna	Wheatland Rd	
1	Lake Fair	Lockhaven Dr	
1	Lakeport	Trent Ave	
1	Larchwood St	Verda Lane	
1	Larchwood St	Kafir Dr	
1	Larry Ave	Rivercrest Dr	
2	Lauderback	Northtree	
2	Laurelridge St	Meadowwood	
2	Lawless	Harcourt	
2	Lawless	Thorman Ave	
1	Leeward Ct	Four Winds Dr	
1	Leewood	Kayla Shae St	
1	Leewood	O'Neil	
1	Lent Ct	June Reid Place	

PAINTED STOP BARS

AMT	LOCATED ON	AT/NEAR	DBL BAR
1	Leo	Brooks Ave	
2	Leo	Arnold	
1	Leprichau Ct	Amy Ln	
1	Lexie Ct	Jacobe St	
1	Linda Ave	River Rd	
2	Lockhaven Dr	Windsor Island Rd	
1	Long Creek	Fall Creek Drive	
2	Lowell	Lawless	
1	Lowell	Dearborn Ave	
1	Lucinda Ave	Chemawa Rd	
1	Mac Arthur Sr	Newberg	
1	Maebelle Ln	Bair Rd	
1	Maine Ave	River Rd	
1	Maddy Ave	Caleb St	
1	Madelyn Ct	McLeod Ln	
2	Manbrin Dr	Cherry Ave	
1	Manbrin Dr	Shoreline Dr	
2	Manbrin Dr	Rivercrest Dr	
2	Mandarin Way	14th Ave	
1	Mandarin Way	Trail Ave	
1	Manzanita	13th Ave	
1	Manzanita	14th Ave	
2	Manzanita	McLeod Ln	
2	Manzanita	River Rd	
1	Manzanita	Trail Ave	
2	Marigold	14th St	
2	Marino Dr	Rivercrest Dr	
1	Marino Dr	Shoreline Dr	
1	Marks Dr	Wheatland Rd	
1	Mason St	Merlot Ave	
1	Max Ct	Newberg	
1	May St	Noren Ave	
1	May St	Verda Ln	
1	McClure	McNary Estates Dr	
1	McClure	Lockhaven Dr	1
1	McGee Ct	River Rd	
1	McLeod Ln	Chemawa Rd	
1	McLeod Ln	Rock Ledge Dr	
2	McLeod Ln	Stone Hedge Dr	
1	McNary Hts	Wheatland Rd	1
1	Meadowbrook	Manbrin	
1	Meadowlark	14th St	
1	Meadowlark	McLeod Ln	
1	Meadowglen St	Parkmeadow Dr	
1	Meadowridge	River Rd	
1	Meadowwood	Meadowridge	
1	Meeks	River Rd	
1	Melrose	Golden	
1	Menlo Dr	Shoreline	
1	Menlo Dr	Cedar Dr	
1	Merlot	Wheatland Rd	
1	Merlot	Zinfandel St	
1	Mirage St	Trent Ave	
1	Mistletoe Lp	Wheatland Rd	

PAINTED STOP BARS

AMT	LOCATED ON	AT/NEAR	DBL BAR
2	Mistwood	14th St	
1	Mistwood	McLeod Ln	
1	Modoc Dr	Chemawa Rd	
1	Moneda Ave	Shoreline	
1	Moneda ct	Shoreline	
1	Mulvehill Ct	Glynbrook	
1	Murphy Ave	O'Neil	
1	Mykala St	Clearlake Rd	
1	Mykala St	Timothy Lane	
1	Nandina Ct	Nottingham Dr	
1	New Terrace Ct	Wheatland Rd	
1	New Terrace Drive	Wheatland Rd	1
1	Newberg	Lockhaven Dr	
1	Newberg	Chemawa Rd	
1	Newton Ct	Golden	
1	Nightengale Ct	Nottingham Dr	
1	Nomore St	Chemawa Rd	
1	Nomore St	Dearborn Ave	
1	Noren	Keizer Rd	
1	Northern Hts	Ridgetop	
1	Northern Hts	Country Glen	
1	Northridge	Pierce	
1	Northside	River Rd	
1	Northside	Claxter	
1	Northshire Ct	River Rd	
1	Northtree	McLeod Ln	
1	Northwind	Juniper St	
1	Nottingham	River Rd	1
1	Nottingham	Wheatland Rd	
1	Oakwood St	River Rd	
1	Offenbach Ct	Nottingham Dr	
1	O'Neil	Clearlake Rd	
1	O'Neil	Parkmeadow	
1	Oppek	O'Neil	
2	Orchard St	Windsor Island Rd	
1	Orchard St	Joan Dr	
1	Orchard St	Newberg	
2	Orchard St	Chehalis	
1	Orchard Ct	Windsor Island Rd	
1	Otter way	Wheatland Rd	
1	Parklawn Ct	Trail Ave	
1	Parkmeadow	River Rd	
2	Parkmeadow	Meadowglen	
2	Parkplace	Parkmeadow	
1	Parkplace	Boardwalk	
2	Parkplace	Cater Ct	
1	Parkplace	Wheatland Rd	
1	Parkside Ct	Jakewood Ct	
1	ParkTerrace Dr	Parkmeadow	
1	Park Tree	Parkmeadow	
1	Paulette St	Dearborn Ave	
1	Peyton St	Chemawa Rd	
1	Pierce Dr	Aldridge Dr	
2	Pierce Dr	Russett	

PAINTED STOP BARS

AMT	LOCATED ON	AT/NEAR	DBL BAR
1	Pinehurst	Wheatland Rd	1
1	Pineview	Parkmeadow	
1	Pleasant View Dr	Alder Dr	
1	Plum Tree	Northtree	
1	Plymouth Dr	Cherry Ave	
1	Plymouth Dr	River Rd	
1	Powder Creek Ct	Fall Creek Drive	
1	Prairie Clover	O'Neil	
1	Prairie Grass	Meadowglen	
1	Prairie St	Bent Grass	
1	Prairie St	Prairie Clover Ave	
1	Prestige Ct	Chemawa Rd	
1	Ridgetop	Country Glen	
1	Rafeal Ave	15th Ave	
2	Rafeal Ave	Shoreline	
1	Rickman	Dearborn Ave	
1	Rickman	Chemawa Rd	
1	Ridgecrest	Pierce	
1	Ridgecrest	Wheatland Rd	1
1	Ridgemont Dr	Ridgeview	
1	Ridgemont Dr	Aldridge Dr	
1	Ridgetop	Horizon Ridge	
1	Ridgetop	Country Glen	
1	Ridgeview Ct	Pierce	
1	Ridgeview Dr	Pierce	
1	Rim Rock	Stone Hedge	
1	Ring St	Cherry Avenue	
1	River Rock	14th St	
1	River Rock	Amy Ln	
1	Rivercrest Dr	Menlo Dr	
1	Rivercrest Dr	Menlo Dr	
2	Rivercrest Dr	Wayne	
1	Rivercrest Dr	Dearborn Ave	
1	Rivercrest Dr	Cummings Ln	
1	Riverwood Dr	15th Ave	
1	Robindale	Chemawa Rd	
2	Rock Crystal Ln	Rockledge Dr.	
1	Rock Ledge Ct	Rock Ledge Dr	
1	Rooftop	Horizon Ridge	
1	Rowen	Manbrin Dr	
1	Rupp Ave	Wheatland Rd	
1	Rushmore	15th St	
1	Russett Dr	Wheatland Rd	
2	Sandra	Glynbrook	
1	Sandy Dr	River Rd	
1	Sarah Jean Ct	O'Neil	
2	Sea Gale Wy	Juniper St	
1	Segundo	O'Neil	
2	Shadowwood St	Merlot Ave	
2	Shady Ln	Brooks Ave	
1	Shady Ln	Cherry Avenue	
1	Shannon Ct	Wheatland Rd	1
1	Shepherd Ct	Russet Dr	1
2	Shoreline	Cummings Ln	

PAINTED STOP BARS

AMT	LOCATED ON	AT/NEAR	DBL BAR
1	Shoreline Dr	Shoreline Lp	
2	Shoreline Lp	Shoreline Dr	
1	Shoreline Dr	Chemawa Rd	
1	Shyrina Ct	Wheatland Rd	
1	Sir Lancelot	Harmony Dr	
1	Sonata	McClure	
1	Sophia	Bair Rd	
1	Spring Leaf Ct	Willow Lake Rd	
1	Springridge Dr	Wheatland Rd	
1	Springtime Ct	Chemawa Rd	1
1	Spirit Way	Chemawa Rd	
1	St Charles	Bair Rd	
1	St Charles	Clearlake Rd	
1	St Croix Way	Ridge Drive	
1	Steven	Lockhaven Dr	
1	Stickles	Tepper Ln	
1	Stone Bridge	Taurus Lp	
2	Stone Hedge Dr	McLeod Ln	1
1	Stone Hedge Ct	14th St	1
1	Stone Hedge Dr	14th St	1
1	Stone Mason	Rockledge Dr.	
1	Stone Mason	Stone Hedge	
1	Straw Dr	Manbrin Dr	
1	Summer Leaf Ct	Willow Lake Rd	
1	Sunset Ave	Rivercrest Dr	
1	Swingwood Dr	River Rd	
1	Tecumseh St	Chemawa Rd	
1	Tepper Ln	McLeod Ln	
1	Thorman Ave	Greenwood	
1	Thorman Ave	Dearborn Ave	
2	Thorman Ave	Lawless	
1	Timothy	Clearlake Rd	1
1	Todd Ct	Willow Lake Rd	
2	Toni Ave	Manbrin Dr	
1	Trade Wind	Juniper St	
1	Trade Wind	Chemawa Rd	
1	Trail Ave	Harmony Dr	
1	Trail Ave	Mandarin St	
1	Trail Ave	Lockhaven Dr	1
1	Trail Ave	Manzanita	1
1	Trent	Windsor Island Rd	
1	Troy	Brooks St	
1	Troy	Filbert St	
1	Ventura Ave	Shoreline Dr	
1	Ventura St	Shoreline Dr	
2	Ventura St	Dearborn Ave	
1	Ventura Lp	Dearborn Ave	
2	Verda Ln	Chemawa Rd	
1	Verda Ln	Dearborn Ave	
1	Verda Ln	Lockhaven Dr	
1	Waterloo	Clearlake Rd	
2	Windsor Island/Shoreline	Chemawa Rd	1
1	Waste Treatment Plant	Windsor Island Rd	
2	Wayne Dr	Rivercrest Dr	

PAINTED STOP BARS

AMT	LOCATED ON	AT/NEAR	DBL BAR
1	Weeks Dr	Cherry Avenue	
1	Wiessner	Verda Ln	
1	Willow Lake Rd	Windsor Island Rd	
1	Willow Leaf St	Golden	
1	Willow Leaf St	Trent Ave	
1	Winter Leaf Ct	Willow Lake Rd	
1	Wittenburg Ln	Chemawa Rd	
1	Wittenburg Ln	Claggett	
1	Wolf	Churchdale	
1	Woodcrest Ct	Hazelbrook	
1	Woodgrove Ct	Hazelbrook	
1	Woodwind Ct	Willow Lake Rd	
1	Zachris Ct	McLeod Ln	
581	TOTAL		27

BIKE LANE SYMBOLS

AMT LOCATION

PAINTED

- 1 AT THE I-5 SOUTH FWY EXIT - EAST ON CHEM/LOCKHAVEN
- 1 AT THE I-5 NORTH EXIT RAMP - EAST ON CHEM/LOCKHAVEN
- 5 WESTBOUND ON LOCKHAEN - WEST OF RIVER RD
- 11 WESTBOUND ON LOCKHAVEN - EAST OF RIVER RD
- 13 EASTBOUND ON LOCKHAVEN - EAST OF RIVER RD
- 8 EASTBOUND ON LOCKHAVEN - WEST OF RIVER RD
- 2 SOUTHBOUND ON CHEMAWA AT OR NEAR LOCKHAVEN
- 2 ON MCLEOD SOUTH OF LOCKHAVEN INTERSECTION
- 8 NORTHBOUND ON MCLEOD NORTH OF LOCKHAVEN
- 7 SOUTHBOUND ON MCLEOD NORTH OF LOCKHAVEN
- 4 WESTBOUND ON ALDER NEAR SCHOOL
- 4 EASTBOUND ON ALDER NEAR SCHOOL
- 9 WESTBOUND ON CHEMAWA BETWN RIVER & SHORELINE
- 4 EASTBOUND ON CHEMAWA BETWWN RIVER & SHORELINE
- 4 WESTBOUND ON CUMMINGS LANE EAST OF RIVER RD
- 3 EASTBOUND ON CUMMINGS LANE EAST OF RIVER RD
- 10 NORTHBOUND ON CHERRY AVENUE
- 10 SOUTHBOUND ON CHERRY AVENUE
- 5 EASTBOUND ON CLEARVIEW FROM CHERRY TO BROOKS
- 4 WESTBOUND ON CLEARVIEW FROM CHERRY TO BROOKS
- 4 WESTBOUND ON DEARBORN FROM RIVER TO DELIGHT ST
- 4 EASTBOUND ON DEARBORN FROM RIVER TO DELIGHT ST
- 3 WEST OF RxR TRACKS BEFORE KEIZER STA BLVD ON LOCKHAVEN
- 3 ON LOCKHAVEN BETWEEN KEIZER STA BLVD AND McLEOD

BIKE LANE SYMBOLS

PAINTED

19	BOTH SIDES OF KEIZER STA BLVD
17	BOTH SIDES OF ULALI DRIVE
12	BOTH SIDES OF STADIUM DRIVE
4	BOTH SIDES OF JORIE LANE
4	BOTH SIDES OF HARMONY DRIVE
6	BOTH SIDES OF TRAIL AVE
181	TOTAL

THERMO/ VINYL

AMT	LOCATION
33	CHEMAWA RD NE FROM RIVER RD TO VERDA LN
20	DEARBORN AVENUE NE FROM RIVER RD TO VERDA LN
2	VERDA LANE NORTH OF CHEMAWA
11	VERDA LANE SOUTH OF CHEMAWA
1	NE CORNER OF DEARBORN AND VERDA
1	WEST SIDE OF WIESSNER AND VERDA LANE
1	5273 VERDA LANE
69	TOTAL

PAINTED DIRECTIONAL ARROWS

AMT	TYPE	ARROW/LOCATION	AT or NEAR
2	L	RIVER RD	FIR CONE
1	L	RIVER RD	SWINGWOOD
1	L	RIVER RD	NOTTINGHAM
1	L	RIVER RD	NORTHSHIRE
1	L	RIVER RD	NORTHRUP
1	L	RIVER RD	HIDDEN CREEK
1	L	MANZANITA	RIVER RD
2	L	LOCKHAVEN	CHEMAWA
2	R	LOCKHAVEN	CHEMAWA
3	L	LOCKHAVEN	McLEOD
2	L	McLEOD	LOCKHAVEN
1	R	14TH ST	LOCKHAVEN
2	L	LOCKHAVEN	KAFIR
2	L	LOCKHAVEN	14TH ST
1	L	LOCKHAVEN	CRESTWOOD
1	L	LOCKHAVEN	VERDA
8	L	LOCKHAVEN	B/T TRAIL & EAST OF RIVER
2	R	LOCKHAVEN	B/T TRAIL & EAST OF RIVER
1	L	LOCKHAVEN	CELTIC WAY
1	L	LOCKHAVEN	NEWBERG
1	L	LOCKHAVEN	CHEHALIS
1	L	McCLURE	LOCKHAVEN
1	R	McCLURE	LOCKHAVEN
1	L	LOCKHAVEN	McCLURE
1	L	LOCKHAVEN	JOAN
1	L	LOCKHAVEN	STEVEN
2	L	LOCKHAVEN	WINDSOR ISLAND
3	R	CHEMAWA	RIVER (W OF INTERSECTION)
2	L	CHEMAWA	RIVER (W OF INTERSECTION)
2	STRAIGHT	CHEMAWA	RIVER (W OF INTERSECTION)
1	L	ALDER	VERDA
1	R	ALDER	VERDA
3	STRAIGHT	CHERRY AVE NB	SALEM PARKWAY
2	L	CHERRY AVE NB	PLYMOUTH
1	R	CHERRY AVE NB	PLYMOUTH
2	R	CHERRY AVE SB	PLYMOUTH
1	L	CHERRY AVE	WEEKS DR
1	L	CHERRY AVE	CANDLEWOOD
1	L	CHERRY AVE	ALDER DR
1	L	CHERRY AVE	CLEARVIEW AVE
2	L	CHERRY AVE	RING ST
1	L	CHERRY AVE	HORIZON CT
1	L	CHERRY AVE	HOPKINS CT
1	L	CHERRY AVE	SHADY LN
1	L	CHERRY AVE	BEVER DR
2	L	CHERRY AVE	SAM ORCUTT WAY

PAINTED DIRECTIONAL ARROWS

AMT	TYPE	ARROW/LOCATION	AT or NEAR
2	L	SAM ORCUTT WAY	CHERRY AVE
2	R	SAM ORCUTT WAY	SAM ORCUTT WAY
9	L	INTERSECTIONS @ RIVER/	CHERRY/GREENWOOD
9	R	INTERSECTIONS @ RIVER/	CHERRY/GREENWOOD
9	STRAIGHT	INTERSECTIONS @ RIVER/	CHERRY/GREENWOOD
1	R	AT CHERRY/GREENWOOD & RIVER	
2	R	DEARBORN	RIVER (EAST SIDE)
2	R	SAM ORCUTT WAY	RIVER RD
2	L	SAM ORCUTT WAY	RIVER RD
2	STRAIGHT	SAM ORCUTT WAY	RIVER RD
2	R	GLYNBROOK	RIVER RD
1	L	ALDER	VERDA
1	R	ALDER	VERDA
117	TOTAL		
THERMO			
2	L	RIVER	WHEATLAND

SCHOOL LOCATIONS

SCHOOL	LOCATION
Claggett Creek Middle School	On Alder Drive between Verda Lane and Pleasantview areas
Clearlake Elementary	On Meadowglen and Parkmeadow Drive
Cummings Elementary	On Cummings Lane and Delight Street and crossings in vicinities
Forest Ridge Elementary	On Clearlake Rd and June Reid Place Crossing also on Wheatland Road and Clearlake Area
Gubser Elementary	On 14th Street and also various vicinity locations
Keizer Elementary	On McClure and Lockhaven and crossings at Windsor Island Road.
Kennedy Elementary	On Noren Avenue and Keizer Rd
McNary High School	On Chemawa Rd and Lockhaven Drive
Weddle Elementary	Same as Claggett Creek Middle School
Whitteaker Middle School	On Lockhaven Drive and crossings near 14th St

PAINTED CROSSWALKS

AMT	CROSSWALK LOCATION	AT/NEAR
1	STONEHEDGE	14TH ST
1	14TH ST	STONEHEDGE
1	14TH ST	GUBSER SCHOOL
1	PARKMEADOW	MEADOWGLEN
1	WHEATLAND	PARKMEADOW
2	CHERRY AVE	SAM ORCUTT
2	MANBRIN	CHERRY
2	LOCKHAVEN	MCLEOD
2	MCLEOD	LOCKHAVEN
2	LOCKHAVEN	14TH ST
1	KAFIR	LOCKHAVEN
1	14TH ST	LOCKHAVEN
1	MCCLURE	LOCKHAVEN
1	LOCKHAVEN	MCCLURE
1	WINDSOR ISLAND	KOALA
1	CHEMAWA	CELTIC WAY
1	DELIGHT	SCHOOL
1	SHORELINE	RAFAEL
1	CUMMINGS	SCHOOL
1	NOREN	SCHOOL
1	KEIZER RD	HASBROOK
1	KEIZER RD	NOREN
1	VERDA	DEARBORN
1	GLYNBROOK	RIVER RD

29

THERMO/ VINYL

AMT	CROSSWALK LOCATION	AT/NEAR
1	RIVER RD	GLYNBROOK ST
1	RIVER RD	SAM ORCUTT WAY
1	RIVER RD	SUNSET AVENUE
1	RIVER RD	MANBRIN DRIVE
1	RIVER RD	CUMMINGS LANE
1	RIVER RD	DEARBORN AVENUE
1	RIVER RD	CHEMAWA RD
1	RIVER RD	CLAGGETT ST
1	RIVER RD	LOCKHAVEN DRIVE
1	RIVER RD	MANZANITA ST
1	LOCKHAVEN DRIVE	McLEOD ST
1	LOCKHAVEN DRIVE	CHEMAWA RD/KZR STATION BLVD
1	ULALI DRIVE	KZR STATION BLVD
1	ULALI DRIVE	EASTBD CHEMAWA
1	ULALI DRIVE	JORIE LANE
1	JORIE LANE	STADIUM DRIVE
1	STADIUM DRIVE	EASTBD CHEMAWA
1	VERDA	ALDER
1	ALDER	VERDA

PAINTED SPEED BUMPS/BUMPERS

AMT	LOCATION	AT OR NEAR
11	KEIZER RD	B/T VERDA & LITTLE LEAGUE FIELDS
2	ALDER	CLAGGETT MIDDLE SCHOOL
1	LOCKHAVEN DR	EAST OF RIVER RD (ALBERTSONS ENT) BUMPER ISLAND
1	RIVER RD	LOCKHAVEN BUMPER ISLAND
1	CHEMAWA RD. N.E.	ST. CROIX

PAINTED YELLOW CURBING

AMT	LOCATION	AT OR NEAR
1	CHERRY	SALEM PARKWAY (ISLAND)
1	PLYMOUTH	CHERRY
2	HOLLYHOCK	RIVER
3	HOLLYHOCK	3RD
1	WHEATLAND	RIVER (ISLAND AREA)
1	RIVERCREST	MANBRIN
1	MANBRIN	CHERRY (ISLAND)
1	CHERRY	MANBRIN (ISLAND)
3	MEADOWBROOK	MANBRIN
2	LOCKHAVEN	RIVER (ISLAND)
2	KEIZER RD	MOBILE PARK
2	RIVER RD	COUNTRY GLEN
2	COUNTRY GLEN	RIVER
2	14TH ST	GUBSER SCHOOL
4	DELTA	WHEATLAND
2	JERDON CT	NEW TERRACE
2	15TH AVE	GARWOOD WAY
1	SHORELINE	WAYNE DR
2	SWINGWOOD DR	RIVER RD
1	NIGHTENGALE CT	NOTTINGHAM DR
1	ALDER	ARNOLD
1	GARWOOD WAY	15TH AVE
1	BAILEY RD	CHEMAWA RD NE
1	PEYTON ST	CHEMAWA RD N

SCHEDULE OF CONTRACT PRICES

PROJECT: PAVEMENT LEGENDS
OWNER: CITY OF KEIZER, OREGON

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	STOP BARS	581 +/-	EA		
2	BIKE w/ARROWS	181	EA		
3	VINYL BIKE w/ARROWS	69	EA		
4	RIGHT ARROWS	32	EA		
5	LEFT ARROWS	69	EA		
6	STRIAGHT ARROWS	16	EA		
7	CROSSWALKS	31	EA		
8	VINYL ARROWS	2	EA		
9	VINYL CROSSWALKS	PER	FOOT		
10	SCHOOL	35	EA		
11	CROSSING	29	EA		
12	SPEED BUMPS	13	EA		
13	3 BUMPER ISLANDS	3	EA		
14	YELLOW CURBS	38	EA		

TOTAL BID

SCHEDULE OF CONTRACT PRICES					
PROJECT: PAVEMENT LEGENDS OWNER: CITY OF KEIZER, OREGON					
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	STOP BARS	581 +/-	EA	21.00	12201.00
2	BIKE w/ARROWS	181	EA	55.00	9955.00
3	VINYL BIKE w/ARROWS	69	EA	295.00	20355.00
4	RIGHT ARROWS	32	EA	54.00	1728.00
5	LEFT ARROWS	69	EA	54.00	3726.00
6	STRIAGHT ARROWS	16	EA	32.00	512.00
7	CROSSWALKS	31	EA	195.00	6045.00
8	VINYL ARROWS	2	EA	205.00	410.00
9	VINYL CROSSWALKS	PER	FOOT	8.75	8.75
10	SCHOOL	35	EA	125.00	4375.00
11	CROSSING	29	EA	135.00	3915.00
12	SPEED BUMPS	13	EA	58.00	754.00
13	3 BUMPER ISLANDS	3	EA	58.00	174.00
14	YELLOW CURBS	38	EA	51.00	1938.00
TOTAL BID					66096.75


 Terry Buol, Secretary-Treasurer
 Apply-A-Line, Inc.
 P O Box 90577
 Portland OR 97290
 Phone: 503.777-4228
 Fax: 503.777-4390
 Email: mail@applyaline.com



CERTIFICATE OF LIABILITY INSURANCE

APPLY01

OP ID: MA

DATE (MM/DD/YYYY)

04/17/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest P. O. Box 3018 Bothell, WA 98041-3018 Stephen Scott	425-489-4500 425-489-4501	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of CT INSURER B: Great American E&S Ins Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25682
INSURED Apply-A-Line, Inc. 175 Roy Road SW, Bldg C Pacific, WA 98047				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☒ Owner/Cont Prot. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		DTG0347K8514PHX13	03/31/13	10/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		DT610347K8514IND13	03/31/13	10/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		TUU018931703	03/31/13	10/01/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	DTJUB527D856612 N/A TO ADD INSD	10/01/12	10/01/13	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

VERIFICATION OF INSURANCE FOR BID PURPOSES. UPON AWARD OF CONTRACT, THE REQUIRED ENTITIES WILL BE NAMED ADDITIONAL INSURED.

RE: PAVEMENT LEGENDS.

CERTIFICATE HOLDER

CANCELLATION

CITY OF KEIZER PO BOX 21000 KEIZER, OR 97307-1000	CIKEIZE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>Jerry Stokes</i>

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COUNCIL MEETING: July 1, 2013

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: Chris Eppley, City Manager
Susan Gahlsdorf, Finance Director**

**FROM: Bill Hopkins
Network Administrator**

SUBJECT: Authorization to enter into a four year agreement with Ricoh USA Inc for the lease of a photocopier machine.

BACKGROUND: The City entered into a four year agreement with IKON Office Solutions in 2009 for the lease of the Keizer Police primary photocopier machine. The agreement is set to expire in August 2013.

ISSUE: Upon expiration of this agreement the City can:

1. Continue to lease the existing photocopier machine on a month to month basis for \$269 per month,
2. Enter into a four year agreement to lease a new photocopier machine for \$280.43 per month,
3. Purchase a new photocopier machine for approximately \$11,000 financed through an interfund loan with a repayment period not to exceed three years.

The existing photocopier machine has reached its age limit and is requiring more service/repair calls and has resulted in more than expected down time. As such, it is not recommended to continue to lease the existing machine on a month to month basis. The more than expected service/repair calls were at no additional cost to the City as they were covered by the lease agreement.

If the City were to purchase a new photocopier machine, the overall expense in comparison to the monthly lease fee would be lower. However, the City would be responsible for additional charges to repair the machine if it were to break.

In addition, if the photocopier machine reached a point that it could not be repaired the City would be forced to purchase a new machine. If the City leased the machine, a new machine would be provided at no additional cost.

FISCAL IMPACT: The copier will cost \$280.43 a month or \$3,365.16 a year. This expense is covered by existing budget appropriation.

RECOMMENDATION: Staff recommends the City Council authorize the City Manager to enter into a four year agreement with Ricoh USA Inc to lease a photocopy machine.

**Purchase Order Instructions
City of Keizer**

Purchase Orders must include the following:

- Bill to and Ship to addresses
- Contact Name and phone number for delivery and training
- Contact name, phone number, and email address for meter contact
- Reference: **This purchase order is for Rentals under Pricing Option C under RFP No. 08-1160 and the Portland Public Schools, School District No. 1J, Multnomah County, Oregon Standard Services Contract No. GS56344 as amended by Amendment 1 dated March 30, 2009 and these terms and conditions apply to this purchase order and take precedence over all other conflicting terms and conditions, express or implied.**
- Total purchase price: \$280.43 per month / 48 month rental
- Total of monthly base charges for 48 month term: \$13460.64
- Service/supplies cost per copy rate: 0.0085 per B/W impression, 0.0550 per Color impression
- Itemized list of hardware:

Ricoh Aficio MPC5502A
SR3120 Stapling Finisher
Bridge Unit BU3060
LCIT PB3140 High Capacity Drawer
2/3 Hole Punch Unit Type PU3030
Powerfilter DIG QC 120/15
Fax Option Type C5502

- Vendor name & address:

Ricoh USA INC.
PO Box 650073
Dallas, TX 75265-0073

- Authorized signature

Fax or email Purchase Order to: Attn: Jason Steele
Fax Number: 503-315-7620
jason.steele@ricoh-usa.com

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2013-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO LEASE
AGREEMENT WITH RICOH USA INC. FOR POLICE DEPARTMENT
COPIER

WHEREAS, the City of Keizer has been utilizing a leasing program for copier machines for
the last few years;

WHEREAS, the copier lease for the Police Department is at the end of its agreement with
IKON Office Solutions;

WHEREAS, a new four-year lease agreement has been negotiated with Ricoh USA Inc. for a
new leased copier;

WHEREAS, the lease agreement has been included in the approved 2013-2014 fiscal year
budget and will be included in upcoming fiscal year budgets until paid in full;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby
authorized to sign the Purchase Order for a four-year lease agreement with Ricoh USA Inc. as
outlined on the attached Purchase Order.

PASSED this _____ day of _____, 2013.

SIGNED this _____ day of _____, 2013.

Mayor

City Recorder



City of Keizer

P.O. Box 21000
Keizer, Oregon 97307-1000
Phone: 503-390-3700

Purchase Order
Number

IT-_____

TO
Ricoh USA INC.

PO Box 650073
Dallas, TX 75265-0073

SHIP TO
City of Keizer

C/O: Bill Hopkins
930 Chemawa RD NE, Keizer, OR 97303

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

DATE REQUIRED	SHIP VIA	TERMS	ACCOUNT OR JOB NO.	ORDER DATE	
QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT	
1	Ricoh Aficio MPC5502A as described below		\$280.43	\$280.43	
	- This purchase is for Rentals under Pricing Option C under RFP No. 08-1160 and the Portland Public Schools, School District No. 1J, Multnomah County, Oregon Standard Services Contract No. GS56344 as amended by Amendment 1 dated March 30, 2009 and these terms and conditions apply to this purchase order and take precedence over all other conflicting terms and conditions, express or implied. - City of Keizer fiscal year is July 1 – June 30 - Total purchase price: \$280.43 month / 48 month rental - Total of monthly base charges for 48 month term: \$13460.64 - Service/supplies cost per copy rate: 0.0085 per B/W impression, 0.0550 per Color impression - Ricoh Aficio MPC5502A - SR3120 Stapling Finisher - Bridge Unit BU3060 - LCIT PB3140 High Capacity Drawer 2/3 Hole Punch Unit Type PU3030 - Powerfilter DIG QC 102/15 - Fax Option Type C5502				

PLEASE ACKNOWLEDGE IMMEDIATELY AND STATE WHEN YOU WILL SHIP – OUR ORDER NO. MUST APPEAR ON ALL RELATED PACKAGES AND FORMS

PLEASE SEND _____ COPIES OF YOUR INVOICE

Christopher C. Eppley

PURCHASING AGENT

PURCHASE ORDER

CITY COUNCIL MEETING: July 1, 2013

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**FROM: MACHELL DEPINA
HUMAN RESOURCES DIRECTOR**

SUBJECT: CITY ATTORNEY EVALUATION AND SALARY INCREASE

ISSUE

The City Attorney's Employment Contract was previously extended to June 30, 2014 and provides for a yearly performance review. The yearly performance review has been completed for the year ending June 30, 2013 and the Council has determined E. Shannon Johnson's performance is satisfactory.

The City Attorney's Employment Contract does not require formal contract amendment for salary increases. The Council has determined that a one step salary increase to the City Attorney is appropriate and warranted. Therefore, a one-step salary increase from Salary Range 36, Step 8 to Salary Range 36, Step 9 should be provided, including Cost of Living adjustment of 2.0% as provided to unrepresented employees, effective July 1, 2013.

RECOMMENDATION

It is recommended that the Council review the attached Resolution and take appropriate action.

If you have any questions regarding this staff report, please contact me by phone at 503-856-3417 or by email at depinam@keizer.org.

Thank you.

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CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2013-_____

GRANTING STEP INCREASE TO THE CITY ATTORNEY

WHEREAS, the Keizer City Council has extended the contract of the City Attorney to June 30, 2014 pursuant to Resolution R2013-2296;

WHEREAS, the Employment Contract between the City of Keizer and E. Shannon Johnson provides for a performance review at least once each fiscal year;

WHEREAS, the City Council has conducted the performance review for the fiscal year ending June 30, 2013 and the Council has determined that E. Shannon Johnson's performance is satisfactory;

WHEREAS, the Employment Contract does not require formal contract amendment for salary increases;

WHEREAS, the Council has determined that a one step salary increase to the City Attorney is appropriate and warranted;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Attorney's salary shall be increased from Salary Range 36, Step 8 to Salary Range 36, Step 9 pursuant to the current salary matrix, including any Cost of Living Adjustments of 2.0% as provided to unrepresented employees, effective July 1, 2013.

PASSED this _____ day of _____, 2013.

SIGNED this _____ day of _____, 2013.

Mayor

City Recorder

CITY COUNCIL MEETING: July 1, 2013

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RESOLUTION AUTHORIZING CITY MANAGER TO
EXECUTE SECOND EXTENSION OF CUSTODIAL SERVICES
CONTRACT**

The City has a contract with Willamette Valley Rehabilitation Center, Inc. for custodial services. The contract is set to expire on June 30, 2013, but allows for a one-year extension. The parties desire to extend the contract for its second extension extending the contract to June 30, 2014. In addition, Willamette Valley Rehabilitation Center, Inc. has requested an increase in compensation from \$5,277.10 per month to \$5,334.73. The increase would not become effective until September 1, 2013 and has been budgeted in the 2013-14 budget.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to enter into a second extension of the custodial service contract.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2013-____

4
5 AUTHORIZING CITY MANAGER TO EXECUTE SECOND
6 EXTENSION OF CITY OF KEIZER CUSTODIAL SERVICES
7 CONTRACT WITH WILLAMETTE VALLEY REHABILITATION
8 CENTER, INC.
9

10 WHEREAS, the City and Willamette Valley Rehabilitation Center, Inc. entered
11 into a Custodial Services Contract effective July 1, 2009;

12 WHEREAS, during the term of the Contract, the City has submitted change orders
13 to reduce and/or add additional custodial projects to the Scope of Services and
14 Contractor has accepted such change orders;

15 WHEREAS, the Contract allows for two (2) one-year extensions if agreed to in
16 writing;

17 WHEREAS, the Contract has already been extended for one year to June 30,
18 2013;

19 WHEREAS, the Contract allows for a price adjustment during the annual renewal
20 of the Contract;

21 WHEREAS, the City and Willamette Valley Rehabilitation Center, Inc. wish to
22 extend such Contract to June 30, 2014;

23 WHEREAS, Willamette Valley Rehabilitation Center, Inc. has requested an
24 amendment to the existing Contract to amend the consideration paid for services
25 rendered;

1 NOW, THEREFORE,

2 BE IT RESOLVED by the City Council of the City of Keizer that the City
3 Manager is authorized to execute the attached Second Extension of City of Keizer
4 Custodial Services Contract with Willamette Valley Rehabilitation Center, Inc.

5 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
6 City Manager is authorized to execute the Request for Price Approval in August, 2013 to
7 become effective on September 1, 2013.

8 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
9 City Manager is authorized to take such further action as required under state law.

10 PASSED this _____ day of _____, 2013.

11
12 SIGNED this _____ day of _____, 2013.

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Mayor

City Recorder

**SECOND EXTENSION OF
CITY OF KEIZER CUSTODIAL SERVICES CONTRACT
BETWEEN
WILLAMETTE VALLEY REHABILITATION CENTER, INC.
AND THE
CITY OF KEIZER**

THIS EXTENSION AGREEMENT is made and entered into this 1st day of July, 2013, by and between the CITY OF KEIZER, an Oregon municipal corporation, hereinafter referred to as the "City," and WILLAMETTE VALLEY REHABILITATION CENTER, INC., hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the parties named above entered into that certain City of Keizer Custodial Services Contract effective July 1, 2009;

WHEREAS, during the term of the Contract, the City has submitted change orders to reduce and/or add additional custodial projects to the Scope of Services and Contractor has accepted such change orders;

WHEREAS, the Contract allows for two (2) one-year extensions if the parties agree in writing;

WHEREAS, the Contract allows for a price adjustment during the annual renewal of the Contract;

WHEREAS, the Contract has been amended to allow a price adjustment and extended for one year;

WHEREAS, the parties have agreed to extend and amend the Contract as set forth below;

NOW, THEREFORE, in consideration of the mutual promises contained in the City of Keizer Custodial Services Contract and herein, the parties agree as follows:

AGREEMENT:

SECTION 1. EFFECTIVE DATE.

Pursuant to Section 1 of the City of Keizer Custodial Services Contract effective July 1, 2009, the parties agree to extend such Contract to June 30, 2014. There can be no more renewals of the Contract.

SECTION 2. PRICE ADJUSTMENT.

Pursuant to Section 3(c) of the City of Keizer Custodial Services Contract effective July 1, 2009, the parties agree that a price adjustment is necessary and that the attached "Request for Price Approval" shall replace all previous price approvals on September 1, 2013 between the parties. City agrees to sign such Request and provide it to Contractor in August, 2013 and it will become effective on September 1, 2013.

SECTION 3. CONTRACT TO REMAIN IN FORCE.

Except as specifically amended herein, all other terms of the City of Keizer Custodial Services Contract effective July 1, 2009 as amended, shall remain in full force and effect.

Dated: _____

THE CITY OF KEIZER,
an Oregon municipal corporation

By: _____
Christopher C. Eppley,
City Manager

Dated: 6-7-13

WILLAMETTE VALLEY
REHABILITATION CENTER, INC.

By: 
Rhonda Fisher,
Contract Services Manager



DEPARTMENT OF ADMINISTRATIVE SERVICES
Request for Price Approval

For Custodial Service, Contract # _____
(Product or Service)

Total Price: \$5334.73, per Month (month, year, each, doz.)

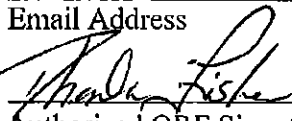
Requesting Agency: City of Keizer, OR

Requesting QRF: Willamette Valley Rehabilitation Center, Inc.

**Agency and QRF agree the proposed price and supporting
documentation meets the requirements of OAR 125-055-0030.**

_____, date: _____
Authorized Agency Signature

_____, phone # _____
Email Address

, date: 5-16-13
Authorized QRF Signature

rfisher@wvrc.org, phone # 541-258-8121
Email Address

**DAS/SPO has reviewed the submitted documentation supporting the
price offered by the QRF and approves the price for procurement of the
above stated product or service in accordance with OAR 125-055-0030.**

_____, date: _____
DAS QRF Coordinator

CITY OF KEIZER

JANITORIAL PRICING SCHEDULE

Revised 5-16-13 increasing costs at all sites to a total of \$5334.73 per month

- 1. Custodial services for the Police Department:**
 - a. Two days per week on Tuesday and Thursday**
 - b. Doesn't include periodics**
 - c. Cost per month = \$2069.80**

- 2. Custodial services for the City Hall and Community Center**
 - a. Two days per week on Monday and Wednesday**
 - b. Doesn't include periodics**
 - c. Cost per month = \$3020.48**
 - i. City Hall = \$2,662.55**
 - ii. CC = \$357.93**

- 3. Custodial service for Public Works**
 - a. One day per week service on Friday**
 - b. Cost per month = \$244.45**



MINUTES
KEIZER CITY COUNCIL
Monday, June 3, 2013
Keizer Civic Center, Council Chambers
Keizer, Oregon

- CALL TO ORDER** Mayor Christopher called the meeting to order at 7:00 pm. Roll Call was taken as follows:
- | | |
|------------------------------------|------------------------------------|
| Present: | Staff: |
| Lore Christopher, Mayor | Chris Eppley, City Manager |
| Joe Egli, Council President (7:57) | Susan Gahlsdorf, Finance Director |
| Cathy Clark, Councilor | Shannon Johnson, City Attorney |
| Dennis Koho, Councilor | Marc Adams, Police Chief |
| Marlene Quinn, Councilor | Nate Brown, Community Development |
| Jim Taylor, Councilor | Bill Lawyer, Public Works Director |
| One Position Vacant | Machell DePina, Human Resources |
| | Tracy Davis, City Recorder |
- FLAG SALUTE** Mayor Christopher led the pledge of allegiance.
- PUBLIC TESTIMONY** None
- PUBLIC HEARINGS**
- a. Outback – Steakhouse Liquor License Application**
- Taken out of Order.* City Manager Chris Eppley reported that an application was submitted for a Full On Premises Sales Liquor License for Outback Steakhouse, Keizer, Oregon. A public hearing was scheduled, notice published, necessary notification given, a background check was done, and Keizer Planning Department finds the location of the establishment to be properly zoned and has no comment on the application. Staff recommends that following a public hearing, Council recommend approval of the application.
- Mayor Christopher opened the Public Hearing. Hearing no testimony, Mayor Christopher closed the Public Hearing.*
- Councilor Taylor moved that the Keizer City Council recommend approval of the application for a Full On-Premises Sales liquor license for Outback Steakhouse under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Councilor Clark seconded.

Councilor Taylor indicated that because the applicant had not attended the meeting, he would oppose this recommendation.

Motion passed as follows:

AYES: Christopher, Quinn, and Clark (3)

NAYS: Koho and Taylor (2)

ABSTENTIONS: None (0)

ABSENT: Egli with One Position Vacant (2)

**b. ORDINANCE –
Setting Water
Rates (2014) –
Repealing
Ordinance
2012-657**

Finance Director Susan Gahlsdorf explained that the Cost of Service Analysis and the Water Master Plan have been updated and approved by Council. The proposed rate increase supports the improvements identified in both the plan and the model to operate the water system. The City Budget (also on the agenda) includes a 4.2% rate increase beginning January 2014.

Mayor Christopher opened the Public Hearing. Hearing no testimony, Mayor Christopher closed the Public Hearing.

Councilor Taylor moved that the Keizer City Council adopt an Ordinance Setting Water Rates (2014) – Repealing Ordinance 2012-657. Councilor Clark seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Egli with One Position Vacant (2)

**c. RESOLUTION –
Setting Storm
Water Rates
(2014) –
Amending
Resolution
R2007-1808;
Repealing
Resolution
R2012-2294**

Finance Director Susan Gahlsdorf explained that over the past year the City has gone through an extensive process of reviewing the long term funding needs of the Storm Water Utility. The plan developed over a period of time with the assistance of the Storm Water Advisory Board and was approved by Council in December 2012. The rate increase is necessary in order to meet the Federal compliance requirements. The first rate increase took effect January 2013. This will be the second increase and will begin January 2014.

Mayor Christopher explained that the Federal Government dictates the precautions needed for storm water; they are costly but the City has no choice and the Budget is set up to provide adequate funds to meet those requirements.

Mayor Christopher opened the Public Hearing. Hearing no testimony, Mayor Christopher closed the Public Hearing.

Councilor Taylor moved that the Keizer City Council adopt a Resolution Amending the Storm Water Utility Fee and Declaring an Emergency (Amending Resolution R2007-1808; Repealing Resolution R2012-2294). Councilor Clark seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Egli with One Position Vacant (2)

**d. RESOLUTION –
Certification of
Lighting District
Assessments**

Finance Director Susan Gahlsdorf explained that these assessments are to pay for the electricity costs of street lights in the city. They are divided up by lighting districts. She noted that this is the second year that the administrative costs have been cut in half.

Mayor Christopher opened the Public Hearing. Hearing no testimony, Mayor Christopher closed the Public Hearing.

Councilor Taylor moved that the Keizer City Council adopt a Resolution - Certification of Lighting District Assessments. Councilor Clark seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Egli with One Position Vacant (2)

**e. RESOLUTION –
Adopting
FY2013-2014
City of Keizer
Budget, Making
Appropriations
and Imposing
and
Categorizing
Taxes**

Finance Director Susan Gahlsdorf reported that the Budget Committee met three times in May to review, deliberate and pass the Budget. She reviewed the adjustments allowed by Oregon law adding that the Budget must be approved by June 30. She noted that since the Budget was approved, staff has identified one change: staff is recommending moving the amphitheater fund, which is very small, into the Park Operations Fund. Fees and amphitheater costs will still be tracked separately.

Councilor Koho indicated that at times he represents the Keizer Chamber of Commerce and under the proposed budget they will receive some money. However, this does not reflect his firm's interest or ability to do business regardless of how he would vote but it could be perceived as a potential conflict of interest. He will still debate and vote on the budget.

Mayor Christopher opened the Public Hearing. Hearing no testimony, Mayor Christopher closed the Public Hearing.

Councilor Clark noted that items in the Keizer Chamber request for funding were not addressed at the Budget meetings. She requested that they be addressed at this time. Ms. Gahlsdorf clarified that none of the Chamber requests are being funded by Transient Occupancy Tax funds; it is all being put in Contingency. Councilor Clark suggested that should TOT funds be released, items in a prioritized list could then be funded.

Mayor Christopher noted that \$5,000 was allocated in the budget for replacement of Christmas lights and that needs to be \$10,000. The supplier is willing to work with the City over a five-year period; \$10,000 each year for a total of \$50,000. That will buy 30 lights at \$300 each.

Mayor Christopher moved that the item under Transient Occupancy Tax funding for the replacement of Christmas lights be changed from \$5,000 to \$10,000 and the TOT revenue estimate be increased by \$5,000. Councilor Clark seconded.

Ms. Gahlsdorf explained that if the revenue is not received then the items will not be funded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Egli with One Position Vacant (2)

Councilor Clark noted that the Chamber had requested \$10,000 in a non-itemized request. In past years items from their request have been designated for funding through the budget.

Councilor Clark moved that the notation for the Keizer Chamber support include Police for the Keizer Iris Festival Parade (\$4,000); the Community Calendar Basic (\$1,200); the Iris Kiosk at the Civic Center (\$1,000); the Governor's Conference (\$1,500); and funding for maps (\$300), and discuss allocation of the remaining \$2,000. Councilor Taylor seconded.

Discussion then took place regarding problems encountered with the Iris Kiosk with Council agreeing that it would be the last thing funded.

Mayor Christopher restated the motion: The Chamber be funded: \$4,000 for Police to support the Iris Festival Parade; \$1,200 for the Community Calendar Basic; \$1,500 for the Governor's Conference; \$300 for maps; and the \$1,000 for the Iris Kiosk at the Civic Center; in that order of priority for a total of \$8,000.

Councilor Clark proposed an addition of \$800 for City Center signage to direct people to City Center from Keizer Station. Public Works Director Bill Lawyer explained that signage is a City function and all he needed was a request from the Chamber and a map of where they would like the signs. Councilor Clark withdrew her request.

Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Egli with One Position Vacant (2)

Further discussion took place regarding funding police support for the Good Vibrations parade. Councilor Clark suggested paying it out of contingency and reallocating the funds into the police budget. Ms. Gahlsdorf interjected that funding is already set aside in the police budget for the police overtime for this event and Iris Festival. Councilor Taylor suggested that the Police Budget be reimbursed with the TOT funds.

Councilor Koho voiced opposition to funding a for-profit organization with taxpayer money. He suggested that this item be withdrawn. Further discussion ensued with it being noted that the City is committed for this year but this could be the last year that the City participates. Councilor Taylor pointed out that the non-profit Festival of Lights people pay for police themselves.

Mayor Christopher clarified that any TOT funds received will be used first to reimburse the police budget.

Director Gahlsdorf reviewed the priority list:

- | | |
|--|----------|
| • Holiday Lights | \$10,000 |
| • Festival of Lights Parade | 5,000 |
| • Civic Center Reader Board Reserve | 10,000 |
| • Good Vibrations Motorcycle Rally | 3,300 |
| • Keizer Renaissance Inn directional maps | 300 |
| • Keizer Chamber Support (priorities listed above) | 8,000 |

Councilor Taylor moved that the Keizer City Council approve a Resolution Adopting FY2013-2014 City of Keizer Budget, Making Appropriations and Imposing and Categorizing Taxes as amended. Councilor Clark seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Egli with One Position Vacant (2)

f. Housing Needs Analysis and Economic Opportunities Analysis

Community Development Director Nate Brown explained that this is a continuation of the May 20 Public Hearing and since that time staff has been addressing issues raised on May 20. He noted that the issue before Council is the Economic Opportunities Analysis Report, the Housing Needs Analysis Report, and proposed amendments to the Keizer Development Code and the Comprehensive Plan. Regarding concern regarding school lands and he directed attention to a letter from Gordon Howard from Department of Land Conservation and Development that explained ORS requirements. He added that, should the City find there is a deficit of school land, they would simply go back and amend the Housing Needs Analysis to incorporate the new information. The school district would be obligated to pay costs for rezoning or acquisition of a conditional use permit. He directed attention to attachments to be included in the study. Attachment 1 states that the school district would be responsible for all technical analyses and documentation necessary if additional land was needed for schools and Attachment 2 is a reiteration of the principle that should another use be desirable for the lands identified for employment lands the same process would have to be followed. By adoption of this information, the City is saying that they are

committed to the principals contained in the reports and accepts the responsibility for execution of necessary measures to implement the requirements.

Mayor Christopher reopened the Public Hearing.

David Dempster, Keizer, compared population growth in Keizer to the rest of the United States based on a New York Times article which predicted that population growth would be greater in urban areas than suburban. He voiced the opinion that the consultant used old data for the population prediction and manipulated the numbers by showing an increased urban growth boundary but if the urban growth boundary was not increased, the population of the city would not increase. He urged the building of starter homes rather than larger homes or building up rather than out.

Bill Close, Eugene, representing Lee and Art Piculles, urged the City to be creative in their vision, pointed out that current ideology is urging growing up rather than out and that the "hold the line" people will never be happy. He recommended the City weigh the statewide planning goals equally giving Goal 14 the same weight as the other Goals. The program is set up to accommodate some expansion; the City's choice is to determine how much to expand.

Bill Horning, Western Planning Associates, Lake Oswego, representing a block of properties east of River Road, south of Perkins Road and outside the current boundary, voiced support for diverse opportunities along with new neighborhoods with multiple price points and a range of services and multi-family housing. He reviewed changes in assumptions and corrections that have been made since the HNA went to Public Hearing, reviewed buildable lots that have been studied, and noted that according to the study 68% of the new houses are within the current boundary as partially vacant land inventory.

Lee Piculles, Vancouver, Washington, noted that his family has acreage north of town. He directed Council attention to his handouts and explained how many units per acre were on each handout. He noted that his calculations show roughly 4 units per acre but the Buildable Lands Inventory was showing 6.6 units per acre. He reviewed additional handouts and pointed out discrepancies and modifications required to existing houses in order to accommodate infill and noted that this kind of housing will not attract medical personnel and that the reason the designated buildable lots remain vacant is because there are problems with them.

Bill Horning pointed out that the summary of those studies is that they are generating about 80% of the target density and it would be safe to assume that 20% of those will never reach the market in the 20-year time frame. Based on that, the partially vacant infill lands are showing 300 to 400 more units than what will actually occur in 20 years. He suggested

that the density will be closer to 4.5 per acre and asked that the numbers be reduced to that amount.

Mr. Brown directed Council attention to letters from Mike Erdman with the Homebuilders Association and 1,000 Friends of Oregon. He noted that during the last ten years subdivision developments have had 6.6 units per acre. Some subdivisions have developed 7.93-6.98 units per acre. The 6.6 number is an average density; some will be lower, others higher.

Brendan Buckley, Portland, Johnson Reid, explained that the 6.6 is applied as the target density for the low density zones; it is an average. Examples shown in previous testimony were gross acreage; that includes acreage for streets and right-of-way. The number in the report of 6.6 is net acres; not including streets or right-of-way. Roads account for 20%.

Mr. Brown added that the “safe harbor” in the ORS includes 25% for roads but that includes roads, schools, parks and other public spaces. So the actual percentage is higher than 20% because Keizer has a higher standard for parks and that is included. He reminded Council that Keizer is a model in the state for its “skinny street” standards. The 6.6 is a defensible number and is indeed the observed density built in Keizer as an average over the past 10 years. Regarding infill lots, Keizer has a history of aggregation of lots for multiple units with shared access.

Tom Hoag, Department of Land Conservation and Development, reported that two bills have been funded: The first one will do a population forecast for every city on a 4-year rotating schedule so housing needs can be adjusted based on a formula; and the other bill will create an outcome and rulemaking as mandated to complete in the next two years. The premise will be that cities keep their plans up to date.

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

Councilor Egli moved to direct staff to prepare an Order to adopt the Economic Opportunities Analysis and Housing Needs Analysis, as amended, and their associated materials from the Council meeting of June 17, and initiate the text amendment process for the proposed changes to the Comprehensive Plan and Keizer Development Code. Councilor Clark seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: One Position Vacant (1)

ADMINISTRATIVE ACTION

a. Candidate for

City Attorney Shannon Johnson reminded Council that they had tentatively come up with the process and it is being presented tonight for formal adoption. For the benefit of the audience he reviewed the process.

Councilor Presentation Process

Councilor Egli moved that the Keizer City Council adopt a process for councilor candidate presentation as set forth in the staff recommendation. Councilor Clark seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: One Position Vacant (1)

CONSENT CALENDAR

- a. RESOLUTION ~ Declaring the City's Election to Receive State Shared Revenues
- RESOLUTION – Certifying the City of Keizer Provides Four or More Municipal Services
- b. RESOLUTION – Certification of Delinquent Sewer and Storm Water Accounts
- c. RESOLUTION – Authorizing City Manager to Sign TWI Agreement
- d. RESOLUTION – Authorizing Resolution Transfer
- e. Approval of May 6, 2013 Regular Session Minutes
- f. Approval of May 13, 2013 Work Session Minutes
- g. Approval of May 15, Special Session Minutes

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

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: One Position Vacant (1)

COMMITTEE REPORTS

Councilor Clark reported that Carol France and the France School of Dance had raised 951 pounds of food and several hundred dollars for the food bank; and Keizer Farmers Market opened on Sunday and will operate through Labor Day weekend. She wished Keizer Parks Superintendent, Terry Witham, well in his retirement, noted that she had attended the Area Commission on Transportation pre-meeting and listed upcoming meetings including Personnel Policies and Area Commission on Transportation. She also reviewed upcoming Salem-Keizer Volcanoes events.

Councilor Egli reported that he would be attending the Planning Commission meeting which will show Transit District route changes; the entire Council is invited to attend that meeting. He will also attend the Joint Fire Districts meeting and the Marion County Commissioners' breakfast.

Councilor Quinn reported that she will be attending the special K-FEST meeting to approve the upcoming band lineup for the Amphitheatre free concert series.

Councilor Taylor suggested that Councilor Koho attend the upcoming Claggett Creek Watershed Council meeting. He reported that he had attended the Traffic Safety/Bikeways/Pedestrian Committee and the Keizer Points of Interest Committee meetings.

OTHER BUSINESS Community Development Nate Brown requested that Council authorize staff to apply for a Transportation Growth Management Grant to help identify the transportation issues that may exist with a potential urban growth boundary expansion. The work done tonight shows the City has a deficit supply of land and with the deficit comes the responsibility to address it. In addressing it, issues such as what kind of traffic impacts will be created on the existing system will have to be quantified. He directed attention to the staff report with the attached resolution.

Councilor Taylor moved that the Keizer City Council suspend the rules to address the resolution to apply for a Transportation and Growth Management Grant. Councilor Egli seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Taylor and Clark (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: One Position Vacant (1)

Councilor Egli moved that the Keizer City Council adopt a Resolution Authorizing the City of Keizer to apply for a Transportation and Growth Management Grant for the Study of Transportation Issues Related to Potential Growth Boundary Expansion and Authorizing the City Manager to Sign the Grant Application. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Taylor and Clark (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: One Position Vacant (1)

Mayor Christopher asked City Recorder Tracy Davis to invite Youth Councilor Joaquine Bell-Urbe to the June 17 Council meeting.

WRITTEN COMMUNICATIONS None

AGENDA INPUT **June 10, 2013**
6:00 p.m. – City Council Special Session
June 17, 2013
7:00 p.m. – City Council Regular Session

ADJOURNMENT

Mayor Christopher adjourned the meeting at 9:27 p.m.

MAYOR:

APPROVED:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Dennis Koho

Councilor #4 – Cathy Clark

Councilor #2 – Vacant

Councilor #5 – Joe Egli

Councilor #3 – Marlene Quinn

Councilor #6 – James Taylor

Minutes approved:_____



KEIZER CITY COUNCIL SPECIAL MEETING MINUTES

Monday, June 10, 2013

Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:

Lore Christopher, Mayor
Cathy Clark, Councilor (6:02)
Dennis Koho, Councilor
Marlene Quinn, Councilor
Jim Taylor, Councilor
Joe Egli, Council President
One Position Vacant

Staff:

Chris Eppley, City Manager
Susan Gahlsdorf, Finance Director
Shannon Johnson, City Attorney
Marc Adams, Police Chief
Bill Lawyer, Public Works Director
Machell DePina, Human Resources
Tracy Davis, City Recorder

DISCUSSION

a. RESOLUTION ~ Validating Appointment to City Council Position Number Two

City Attorney Shannon Johnson described the process for filling the vacant position on the Council. Candidate names were drawn from a bucket to determine order of their presentations. Presentations were given by each candidate in the following order:

- Eamon Bishop
- Matt Chappell
- Kim Freeman
- Roland Herrera
- Erick Peterson
- Ron Bersin
- Kevin Hohnbaum

Mr. Johnson read from the procedures regarding the procedure for appointments.

Councilor Egli noted a potential conflict of interest because one or more of the candidates are clients or are in his office but because there was no pecuniary interest, he would be voting.

Councilor Koho noted a potential conflict of interest because one or more of the individuals or organizations with which an individual is closely identified is a client or has been in the past. But this is not an actual conflict so he will be discussing and voting on this issue.

Councilor Egli moved that the Keizer City Council accept the candidates for position number 2 as Ron Bersin, Eamon Bishop, Matt Chappell, Kim Freeman, Roland Herrera, Kevin Hohnbaum and Erick Peterson. Council agreed by consensus to accept the slate.

Results of ballot vote follows:

	Bersin	Bishop	Chappell	Freeman	Herrera	Hohnbaum	Peterson
Christopher				x			
Koho					x		
Quinn				x			
Clark				x			
Egli						x	
Taylor				x			

Tally of the vote was: Freeman 4; Hohnbaum 1; and Herrera 1.

Councilor Egli moved that the Keizer City Council validate Kim Freeman for appointment to City Council Position Number 2. Councilor Clark seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: One Position Vacant (1)

Mayor Christopher pointed out that this makes history because the Council has a female majority. Mr. Johnson noted that Ms. Freeman would be sworn in on Monday, June 17 at the beginning of the meeting.

OTHER BUSINESS

Mayor Christopher noted that the State of the City speech will be on the 11th at the Renaissance at 11:30 a.m.

ADJOURNMENT

Mayor Christopher adjourned the meeting at 6:58 p.m.

MAYOR:

APPROVED:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Dennis Koho

Councilor #4 – Cathy Clark

Councilor #2 – Vacant

Councilor #5 – Joe Egli

Councilor #3 – Marlene Quinn

Councilor #6 – James Taylor

Minutes approved:_____