

Accessibility and Accommodation Requests

For questions about accessibility or accommodations for persons with disabilities, or to request a translator, interpreter, or other communication aids, please contact Melissa Bisset at 503-856-3412 or bissetm@keizeror.gov. The City of Keizer is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). The Keizer Civic Center is wheelchair accessible.

To provide oral comments via electronic means, please contact the City Recorder's Office no later than 2:00 p.m. on the day of the meeting. Most regular City Council meetings are streamed live through www.KeizerTV.com and cable-cast on Comcast Channel 23 within the Keizer City limits.

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, May 5, 2025

6:00 PM

Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
 - a. **Proclamation** - Asian American Native Hawai'ian Pacific Islander Heritage Month
5. **COMMITTEE REPORTS**
6. **PUBLIC COMMENTS**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.
7. **CONSENT CALENDAR**
 - a. **Event Center Use Fee Waiver - Soaring Heights Recovery Homes - Third Annual Vision Dinner**
 - b. **RESOLUTION** - Authorizing the City Manager to Award and Enter Into an Agreement with K & E Excavating LLC for McLeod Storm Drain Realignment Phase 2 Project
 - c. **RESOLUTION** - Authorizing the City Manager to Award and Enter into a Contract with First Pacific Corporation for Construction of Keizer Rapids Turf Fields Phase 2
 - d. **RESOLUTION** - Amending the Keizer Personnel Policies; Amending Resolution R2025-3549
 - e. **Approval of April 21, 2025 Regular Session Minutes**
8. **PUBLIC HEARINGS**
 - a. **RESOLUTION** - Exemption of the Brand Name Specification Purchase of Surface

America Fall Protection Product from Competitive Bidding and Purchasing Play Structure Materials, Surface America Fall Protection Materials, and Installation Services from Ross Recreation Equipment Co., Inc. for Bob Newton Family Park

9. ADMINISTRATIVE ACTION

- a. **Medical Disposal Rate Discussion**
- b. **RESOLUTION - Amending City of Keizer City Council Rules of Procedure (Amending Resolution R2025-3568)**
- c. **ORDINANCE - Relating to Recognition of Neighborhood Associations; Amending Keizer Code Sections 2-274 and 2-275**

10. OTHER BUSINESS

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

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

Monday, May 12, 2025 - 6:00 p.m.
Budget Committee

Tuesday, May 13, 2025 - 6:00 p.m.
Budget Committee

Monday, May 19, 2025 - 6:00 p.m.
City Council Regular Session followed by Executive Session

Monday, June 2, 2025 - 6:00 p.m.
City Council Regular Session

Monday, June 9, 2025 - 6:00 p.m.
City Council Joint Work Session with Community Diversity Engagement Committee

14. ADJOURNMENT

City of Keizer Mission Statement

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

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."



Proclamation

WHEREAS, the month of May was designated as Asian American Native Hawaiʻian Pacific Islander (AANHPI) Heritage Month to commemorate the immigration of the first Japanese to the United States on May 7, 1843, and the anniversary of the completion of the transcontinental railroad on May 10, 1869, in which the majority of the workers who laid the tracks were Chinese immigrants; and

WHEREAS, Asian, Hawaiʻian and Pacific Islander community members have made significant contributions to the culture, economy and heritage of Keizer; and

WHEREAS, Asian, Hawaiʻian and Pacific Islander encompasses all of the Asian continent and Pacific Islands and is comprised of many nations, ethnic groups and cultures, each with a unique identity and rich heritage, including over 100 different languages; and

WHEREAS, each nation deserves the respect to be named and recognized individually herein; and

WHEREAS, Eastern Asia includes China, Hong Kong, Japan, South Korea, North Korea, Macau, Mongolia, Paracel Islands, and Taiwan; and,

WHEREAS, Southeastern Asia includes Brunei, Myanmar, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, and Vietnam; and

WHEREAS, South Central Asia includes Afghanistan, Bangladesh, Bhutan, India, Iran, Kazakhstan, Kyrgyzstan, Maldives, Nepal, Pakistan, Sri Lanka, Tajikistan, Turkmenistan, and Uzbekistan; and,

WHEREAS, Western Asia includes Armenia, Azerbaijan, Georgia, Bahrain, Cyprus, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, Turkey, the United Arab Emirates, and Yemen; and

WHEREAS, the Pacific islands include Melanesia (New Guinea, New Caledonia, Vanuatu, Fiji and the Solomon Islands), Micronesia (Marianas, Guam, Wake Island, Palau, Marshall Islands, Kiribati, Nauru and the Federated States of Micronesia), and Polynesia (New Zealand, Hawaiʻian Islands, Rotuma, Midway Islands, Samoa, American Samoa, Tonga, Tuvalu, Cook Islands, French Polynesia and Easter Island); and

WHEREAS, the Federal Asian Pacific American Council's theme for 2025 is "A Legacy of Leadership and Resilience" which "honors the hard work of AANHPI leaders who established a foundation for future generations to thrive and adapt to change and adversity. The 2025 AANHPI Heritage Month poster features bamboo as a symbol of strength, endurance, and resilience for its ability to withstand the harshest conditions. Bamboo's solid foundation ensures it can bend with the wind and stand tall after the storm passes. The bamboo also acknowledges the colloquial 'bamboo ceiling' and the cultural, organizational, and individual barriers that hinder advancement for AANHPIs in the workplace."

NOW, THEREFORE, the Keizer City Council assembled here in Regular Session, does hereby proclaim May 2025 as

Asian American, Native Hawaiʻian, and Pacific Islander Heritage Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 5th day of May 2025.

MAYOR CATHY CLARK
City of Keizer, Oregon



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Event Center Use Fee Waiver - Soaring Heights Recovery Homes - Third Annual Vision Dinner

Proposed Motion

I move the City Council approve a waiver of the Event Center use fee of \$925 for the Soaring Heights Recovery Homes - Third Annual Vision Dinner on October 10, 2025.

I. Summary

Soaring Heights Recovery Homes is hosting a fundraising dinner on October 10, 2025, from 5:30 pm - 7:15 pm using the Event Center Iris Ballroom. On April 16, 2025, the City received a request from Soaring Heights Recovery Homes for a waiver of fees associated with the event.

In accordance with Resolution R2024-3435 - Adopting Use Policies and Rates for the Keizer Event Center: Repealing Resolution R2023-3423, Keizer-based 501(c) organizations may host fundraiser activities using the Iris Ballroom for a base use fee of \$600. Additional charges for use of the stage, audio/visual equipment and coat rack are \$325. In addition, the user will be responsible for a refundable deposit of \$1,500.

Staffing costs for room setup and support during the event are approximately \$600.

II. Background

- A. Soaring Heights Recovery Homes previously held a fundraiser dinner at the Keizer Event Center on November 1, 2024, and October 20, 2023.
- B. The use fees associated with both previous events were waived by the City Council.

III. Current Situation

- A. The City has received a completed Event Center Use Agreement dated April 16, 2025.
- B. The City has received a request for a use fee waiver on April 16, 2025.
- C. As of this date, no other requests for room reservations on this date have been

received.

IV. Analysis

- A. **Strategic Impact** - Not applicable
- B. **Financial** - The use fee waiver will result in \$925 less revenue for the Event Center Fund.
- C. **Timing** - The Soaring Heights Recovery Homes Third Annual Vision Dinner is scheduled for October 10, 2025.
- D. **Policy/Legal** - Resolution R2024-3435 - Adopting Use Policies and Rates for the Keizer Event Center: Repealing Resolution R2023-3423, indicates that the City Council may reduce or waive rates, deposits or other costs for certain uses if, in the council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

V. Alternatives

- A. Approve a waiver of the Event Center use fee of \$925.
- B. Approve a waiver of the Event Center use fee for an alternate amount.
- C. Deny the request for a waiver of the Event Center use fee of \$925.

VI. Recommendation

Staff recommends the City Council approve a waiver of the Event Center use fees of \$925 for the Soaring Heights Recovery Homes - Third Annual Vision Dinner.

Attachments

- 1. LTR_CC_Soaring Heights Fee Waiver Request 10 10 2025_05 05 2025
- 2. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_04 07 2025

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."



SOARING HEIGHTS RECOVERY HOMES.
PO Box 20614
Keizer Or 97307
email: eric@soaringheights.life
Phone: (971) 719-4963

Subject: Request for Fee Waiver – Soaring Heights Vision Dinner, October 10, 2025

Dear Keizer City Council,

I hope this message finds you well. I am writing on behalf of *Soaring Heights* to kindly request a fee waiver for our upcoming 3rd Annual Vision Dinner, scheduled to be held at the City of Keizer Event Center on October 10, 2025.

As you may know, Soaring Heights recently had the incredible opportunity to open our third home right here in Keizer, expanding our ability to serve the community. With this new location, we now provide 23 beds for women — with or without minor children — in Keizer, offering safe, stable housing for some of our community's most vulnerable individuals.

The Vision Dinner is a crucial fundraising event that directly supports our homes and the services we provide. Every dollar saved through a fee waiver allows us to invest more in our mission — providing not just safe, structured housing, but hope, dignity, and a path forward for the women and children we serve.

We are truly grateful for the support and partnership of the Keizer community. We hope you will consider our request for a fee waiver for this meaningful event, which directly impacts the lives of local women and children in need.

Thank you for your time and consideration. Please let us know if you need any additional information or documentation as part of this request.

Eric Rasor

Eric Rasor
Executive Director
Soaring Heights Recovery Homes

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-3435

4
5 ADOPTING USE POLICIES AND RATES FOR THE
6 KEIZER EVENT CENTER; **REPEALING**
7 **RESOLUTION R2023-3423**
8

9 WHEREAS, the City Council adopted policies for community use of city hall
10 facilities in 1986;

11 WHEREAS, the adopted policies for community use of city hall facilities has been
12 amended several times with the last revision taking place in 2023;

13 WHEREAS, the City Council adopted the current use rates for the Civic Center
14 Community Rooms pursuant to Resolution R2023-3423;

15 WHEREAS, the Keizer Community Center name has been used since the Civic
16 Center was built in 2009;

17 WHEREAS, the City Council has reviewed the matter and finds that it is
18 appropriate to amend the name, policies and fees for the Community Center;

19 WHEREAS, the City Council desires to amend the name, policies and fees;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the Keizer
22 Community Center shall be referred to as the Keizer Event Center and that staff is directed
23 to revise all documentation referencing the name as agreements expire.

24 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
25 following policies for use of the Keizer Event Center and lobby are hereby adopted:

Alcohol Policies: The following regulations apply to the allowance, sale or consumption of alcoholic beverages in the Keizer Event Center and lobby:

- a. Only individuals twenty-one (21) years of age or older may consume alcohol in accordance with this policy.
- b. No person shall sell, give or otherwise make available any alcoholic beverage to a person under the age of 21 years.
- c. No person shall sell, give or otherwise make available any alcoholic beverage to any person who is visibly intoxicated.
- d. Alcoholic beverages are permitted only in the Keizer Event Center and the adjoining lobby areas. Alcoholic beverages are prohibited outdoors and in other areas of the building.
- e. Alcoholic beverages are allowed only in conjunction with a reserved event and only after written approval has been given by the City.
- f. Alcoholic beverages will be served only by a licensed and bonded server pursuant to all Oregon Liquor Control Commission laws and regulations.
- g. Alcoholic beverages will be served only when acceptable Oregon Liquor Control Commission documentation has been provided to the City.
- h. Alcohol Caterer/server shall secure at its own expense General Liability Insurance with minimum limits of \$2,000,000.00 per occurrence and Liquor Liability Insurance with minimum limits of \$2,000,000.00 per occurrence unless specified by a specific contract approved by the City Attorney. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer, its officers, agents, contractors, and employees shall be included as additional insured in said insurance policy. Evidence of the insurance and additional insured endorsement must be provided to City at least fourteen (14) days prior to the date of the event. As part of the event reservation process, the applicant and caterer/server shall agree to defend and indemnify the City, its employees, agents and contractors from any and all claims in connection with alcohol use on the premises.
- i. The City Manager may place reasonable conditions on the event to protect persons and property.

Insurance Policies: The following regulations apply to clients' use of the Keizer Event Center and lobby:

- a. The client shall, at its sole cost and expense, procure and maintain through the term of the rental a Commercial General Liability insurance

1 policy providing coverage against claims for bodily injury or death and
2 property damage occurring in or upon or resulting from the facilities used
3 hereunder in the amount of \$2,000,000, unless a different amount is
4 approved by the City Attorney. The Commercial General Liability
5 Insurance required shall be issued by an insurance company authorized to
6 do business in the State of Oregon. The City of Keizer, its officers, agents,
7 contractors, and employees shall be included as additional insured in said
8 insurance policy. Client must provide the City with the proof of the
9 insurance and additional insured endorsement evidencing such insurance at
10 least fourteen (14) days prior to the date of the contracted event. Failure to
11 provide the proof of insurance and endorsement will result in cancellation
12 of the event.

13 b. No insurance is required for non-alcoholic events when client is
14 using one or two small rooms.
15

16 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
17 following use rates are hereby established:

18 1. Base Use Rates. The following base use rates shall be charged for the
19 Keizer Event Center:
20

- 21 a. Small room (828 - 864 square feet) - \$35.00 per hour with a three
22 hour minimum.
- 23 b. Medium room (2,556 - 2,769 square feet) - \$125.00 per hour with a
24 four hour minimum.
- 25 c. Large ballroom (8,165 square feet) - \$325.00 per hour with an eight
26 hour minimum.
- 27 d. Keizer-based 501(c) organizations may host fundraiser activities
28 using two Medium rooms or the Large ballroom for a base use fee
29 of \$600.00. This fee shall include the use of the facility and
30 amenities. The user will be responsible to pay all fees associated
31 with required staffing and security. The use under this provision is
32 limited to one (1) event per calendar year per Keizer-based 501(c)
33 organization and is limited to a maximum of twelve (12) hours
34 usage.
- 35 e. Keizer residents and Keizer-based 501(c) non-profit organizations
36 are entitled to a twenty-five percent (25%) discount on the base use
37 rates outlined in 1(b) and 1(c) herein. Keizer residents' use is limited
38 to personal, non-business use only, including, but not limited to
39 birthday parties, anniversary parties, and baby showers. (Small
40 rooms are not discounted.)

- 1 f. Government and quasi-government entities, e.g., City of Salem,
2 Marion County, State of Oregon, Salem-Keizer School District,
3 Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber
4 of Commerce, League of Oregon Cities, Mid-Willamette Valley
5 Council of Governments, are entitled to a twenty percent (20%)
6 discount on the base use rates outlined in 1(b) and 1(c) herein.
7 (Small rooms are not discounted.)
8 g. City-hosted activities directly benefiting City operations are entitled
9 to a fifty percent (50%) discount on the base use rates outlined in
10 1(b) subject to the following:
11 i. Registration fees charged to participants shall total no more
12 than the actual out-of-pocket costs of the event.
13 ii. This discount is only available for one or two medium rooms.
14 The large ballroom and small room rates are not discounted.
15 iii. For Friday, Saturday or Sunday dates, the event may not be
16 reserved more than six (6) months prior to the event.
17 iv. No alcohol is allowed for City hosted events. Insurance is not
18 required.
19 h. The above discounts are not transferrable.
20

21 2. Exempt Uses. The following uses are exempt from payment of use rates
22 and insurance requirements, except caterer insurance if applicable. No
23 alcohol is allowed for these events:
24

- 25 a. City Meetings. City Council/Urban Renewal Agency meetings,
26 City/Urban Renewal Agency committee, task force, or staff
27 meetings, trainings, recruitments or exercises.
28 b. Neighborhood Associations. Recognized neighborhood
29 associations may hold their regular meetings, up to twelve (12)
30 meetings per year in one or two small rooms.
31 c. Keizer-based Youth Sports. Keizer-based youth sports
32 organizations may hold up to three (3) events per year using one
33 medium room or one or two small rooms.
34 d. Town Hall/Community Forums. City, Urban Renewal Agency,
35 Salem Area Mass Transit District, Marion County, and other
36 governmental agencies may hold town hall/community forums for
37 the purpose of gathering public input.
38 e. Keizer Library. The Keizer library may hold up to two (2) book sale
39 events per year using up to one medium room for up to three days.
40 f. City Employee/City Volunteer Training. Training and meetings for
41 City employees or City volunteers are exempt. Other governmental
42 employees or volunteers may also attend. No fee may be charged to

- 1 participants other than the actual meal cost, if a meal is served.
- 2 g. City-Hosted Educational Outreach Events. No registration fee may
- 3 be charged to the participants.
- 4 h. Outside Committees/Groups. With City Manager approval,
- 5 organizations connected with the City or benefitting City residents
- 6 such as Keizer United, Claggett Creek Watershed Council, and
- 7 Community Emergency Response Team may hold one meeting per
- 8 month in one or two small rooms. No registration fee may be
- 9 charged to the participants.

10

11 3. Other Agreements Exempt. Organizations with specific agreements for

12 Event Center Room use are not subject to the above rates. The City

13 Manager is authorized to negotiate and reduce the use rates for

14 organizations who request repeating scheduled use for a term not exceeding

15 two (2) years.

16

17 4. Council Approved Uses. The City Council may reduce or waive rates,

18 deposits or other costs for certain uses if, in the Council's sole discretion,

19 the use is a significant benefit to the Keizer community considering such

20 factors as the City's fixed and non-fixed costs, staff resources, wear and

21 tear on the facility, and other factors deemed appropriate by Council.

22

23 5 Additional Facility Charges. The City Manager is authorized to adopt and

24 impose surcharges for rental rates for additional facilities, including, but not

25 limited to stages, audio/visual equipment, computer equipment, kitchen

26 usage and additional labor expenses. The City Manager is authorized to

27 impose deposits, fees or additional charges as City Manager may deem

28 appropriate in their discretion.

29

30 6 Use Rates Subject to Facility Agreement. The use rates set forth herein are

31 subject to the provisions of the Facility Use Agreement as authorized by the

32 City Manager. The City Manager is authorized to amend the use rates if in

33 the City Manager's discretion such amended rates provide increased

34 transient occupancy taxes, other identifiable economic benefits to the

35 citizens of the City as a whole, or other identifiable fiscal benefits to the

36 City of Keizer administratively.

1 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
2 Resolution R2023-3423 (Adopting Use Policies and Rates for the Keizer Community
3 Center Rooms; Repealing Resolution R2018-2932) is hereby repealed in its entirety
4 except for already booked events.

5 BE IT FURTHER RESOLVED that this Resolution shall take effect on January 1,
6 2024.

7 PASSED this 2nd day of January, 2024.

8
9 SIGNED this 2nd day of January, 2024.

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Anthony Clark
Mayor

Dawn Wilson
Deputy City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: McLeod Storm Drain Realignment Phase 2

Proposed Motion

I move the City Council adopt Resolution R2025-____ Authorizing the City Manager to Award and Enter into an Agreement With K&E Excavating LLC for McLeod Storm Drain Realignment Phase 2 Project.

I. Summary

The project includes replacement of approximately 109 feet of 36-inch pipe, removal of the existing headwall, construction of a poured-in-place concrete headwall and site restoration.

II. Background

- A. Staff identified through the routine video inspection of the storm drain system that the 36-inch pipe needed to be replaced and also identified that the headwall at the outfall needed to be replaced during the annual outfall inspection program.
- B. The access to this work site is next to an existing house with the work being performed in the backyard of the property,
- C. All necessary easements for this project were either already in place or were obtained prior to bidding the project.

III. Current Situation

- A. Staff obtained bids for the project through the formal bidding process.
- B. Bids were received and opened on Tuesday, April 8th, 2025 at 2:00pm.
- C. A total of 5 bids were received. The 2 apparent lowest bids were deemed non-responsive.
- D. The bids ranged from a high of \$250,495.00 to a low of \$177,660.00 with K&E Excavating Inc. submitting the lowest responsive bid.

E. The engineers estimate for the project was \$200,000.00.

IV. Analysis

A. **Strategic Impact** - N/A

B. **Financial** - Funds for this project are available in the FY-24/25 Stormwater Budget, Capital Outlay section.

C. **Timing** - Approval of this project now will allow the contractor to start work as soon as possible during the in-water work period for Labish Ditch.

D. **Policy/Legal** - City council approval is required to award this contract.

V. Alternatives

A. Authorize the City Manager to enter into an agreement for the McLeod Storm Drain Re-Alignment Phase 2 project.

B. Do nothing.

VI. Recommendation

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into an agreement with K&E Excavating LLC in the amount of \$177,600.00 for the McLeod Storm Drain Re-Alignment Phase 2 project.

Attachments

1. RES_CC_Authorizing City Manager to Award and Enter Into Contract - McLeod Storm Drain Phase 2_5 5 2025

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-____

4
5
6 AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER
7 INTO AN AGREEMENT WITH K & E EXCAVATING LLC FOR
8 MCLEOD STORM DRAIN REALIGNMENT PHASE 2 PROJECT
9

10
11 WHEREAS, approximately 109 feet of 36-inch pipe, removal of the existing
12 headwall, construction of a poured-in-lace concrete headwall and site restoration are
13 necessary at property on McLeod;

14 WHEREAS, on April 8, 2025, five bids for this project were received and
15 opened. K & E Excavating LLC submitted the lowest responsive bid for a total amount
16 of \$177,600.00. This bids have been reviewed and certified by the City Engineer;

17 WHEREAS, a notice of intent to award the bid has been sent to the bidders;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that the City
20 Manager is hereby authorized to award the contract to, and if no objections are received,
21 enter into an agreement with K & E Excavating LLC for a total cost of \$177,600.00 to
22 perform the scope of work for the McLeod Storm Drain Realignment Phase 2 project.
23 Funding for this project is from the Stormwater Fund.
24
25



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: Keizer Rapids Turf Fields Phase 2

Proposed Motion

I move the City Council adopt Resolution R2025-___ Authorizing the City Manager to Award and Enter into a Contract with First Pacific Corporation for Construction of Keizer Rapids Turf Fields Phase 2.

I. Summary

This project includes a bathroom/concessions building, hardscape improvements from the fields to the parking lot, water line extension and fire hydrant installation, connecting the existing house to the sanitary sewer system, a pathway connection to the eastern side of the park, handicap parking, provisions for security cameras and some parking lot lighting.

II. Background

- A. The turf fields at Keizer Rapids Park were planned to be constructed in phases as funding was identified for each phase. Phase 1 of the project resulted in the fields being constructed, and a gravel parking lot developed with funding coming from Marion County and the City of Keizer.
- B. Funding for Phase 2 was secured through an approved grant request from the Oregon Parks and Recreation Department, American Rescue Plan Act (ARPA) funds and City Park Improvement funds.
- C. The Oregon Parks and Recreation Department approved grant amount is a maximum of \$634,660.00.

III. Current Situation

- A. Bids for the project were obtained through the formal bidding process.
- B. Bids were received and opened on Tuesday, April 22nd, 2025.
- C. A total of 4 bids were received, one of which was deemed non-responsive.
- D. The bids ranged from \$1,486,988 to \$1,185,000.00 with First Cascade Corporation

submitting the lowest bid.

E. The engineers' estimate for the project was \$1,400,000.00.

IV. Analysis

A. **Strategic Impact** - N/A

B. **Financial** - Funding for this project are identified in the FY 24/25 ARPA budget and the Park Improvement Fund budget.

C. **Timing** - Approval of this project now will enable the bathrooms and concessions building to be in service at the earliest possible date.

D. **Policy/Legal** - City Council approval is required to award this contract.

V. Alternatives

A. Authorize the City Manager to enter into an agreement for the Keizer Rapids Turf Fields Phase 2 project.

B. Do nothing.

VI. Recommendation

Staff recommends City Council adopt the attached Resolution authorizing the City Manager to enter into an agreement with First Cascade Corporation in the amount of \$1,185,000.00 for the Keizer Rapids Turf Fields Phase 2 project.

Attachments

1. RES_CC_Keizer Rapids Turf Fields Phase 2 Project_5 5 2025

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-____

4
5
6 AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER
7 INTO A CONTRACT WITH FIRST PACIFIC CORPORATION FOR
8 CONSTRUCTION OF KEIZER RAPIDS TURF FIELDS PHASE 2
9

10 WHEREAS, the City obtained a grant from the Oregon Parks and Recreation Department
11 in the amount of \$634,660.00 for construction of Phase 2 of the project;

12 WHEREAS, Phase 2 includes a bathroom/concessions building, hardscape improvements
13 from the fields to the parking lot, water line extension and fire hydrant installation, connecting
14 the existing house to the sanitary sewer system, a pathway connection to the eastern side of the
15 park, handicap parking, provisions for security cameras, and some parking lot lighting;

16 WHEREAS, bids were solicited for the Keizer Rapids Turf Fields Phase 2 Project;

17 WHEREAS, funds available to complete this project are from the grant from Oregon
18 Parks and Recreation Department, American Rescue Plan Act (ARPA) funds and City Park
19 Improvement funds;

20 WHEREAS, four bids for this project were received. First Cascade Corporation
21 submitted the low bid for a total amount of \$1,185,000.00. The bid has been reviewed and
22 certified by the City's Engineer;

23 WHEREAS, a notice of intent to award the bid has been sent to the bidders;

24 NOW, THEREFORE,

25 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is
26 hereby authorized to award the contract to and enter into an agreement with First Pacific

1 Corporation for a total cost of \$1,185,000.00 for the Keizer Rapids Turf Fields Phase 2 project if
2 no objections are received. Keizer's funding for this project is from the Oregon Parks and
3 Recreation Department Grant, the ARPA Fund, and the City Park Improvement Fund.

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

6 PASSED this _____ day of _____, 2025.

7
8 SIGNED this _____ day of _____, 2025.

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Mayor

City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Personnel Policies - Two Adult Supervision Policy

Proposed Motion

I move the City Council adopt Resolution R2025-____ Amending the Keizer Personnel Policies; Amending Resolution R2025-3549.

I. Summary

At the April 21, 2025, general City Council meeting, the City Council asked staff to bring back a resolution establishing language to be used for a city-wide two-deep policy for use when minors or other vulnerable persons are volunteers at the City.

II. Background

- A. In the recent past, there has been some discussion about the City's need for a two-deep policy to protect minors and adults by requiring a two-adult minimum when minor or other vulnerable persons are volunteers at the City. More recently, the City Council Rules of Procedure were adopted with Section 2.9 referencing "the rule pertaining to youth members/councilors/liaisons."

III. Current Situation

- A. At the last City Council meeting (April 21, 2025), the City Council asked for specific language creating a city-wide, two-deep policy. This current resolution incorporates the language requiring two adults to be present at all times that a minor or other vulnerable person is volunteering. There are exceptions for parents/guardians and for sworn police officers dealing specifically within the cadet program.
- B. The definition of vulnerable person comes in part from ORS 124.100, but this proposed definition specifically only encompasses the incapacitated or otherwise disabled and/or particularly susceptible. The statutory definition also includes anyone over 65 years of age, and that seems overly broad for our purposes.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - Reduction of potential workplace risk and liability could save money by avoiding potential lawsuits, in turn keeping insurance premiums lower.
- C. **Timing** - No timing issues.
- D. **Policy/Legal** - In the City Council Rules of Procedure, Section 2.9 states that "All Council members are required to comply with the rules, including the rule pertaining to youth members/councilors/liaisons." Because this two-deep policy would affect the members of the Council, the Council needs to decide on the wording.

V. Alternatives

- A. Adopt the resolution as presented.
- B. Adopt the resolution as amended.
- C. Direct staff to return with additional changes.
- D. Do nothing.

VI. Recommendation

Staff recommends adopting the resolution as presented.

Attachments

1. RES_CC_Amending the Personnel Policies_5 5 2025

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-_____

4
5 **AMENDING THE KEIZER PERSONNEL POLICIES; AMENDING**
6 **RESOLUTION R2025-3549**

7
8 WHEREAS, the City Council of the City of Keizer adopted personnel policies
9 that directly impacted the Council and that the Council was required or suggested to
10 adopt pursuant to agreement, law or regulation by Resolution R2025-3549;

11 WHEREAS, the City Council wishes to amend the adopted personnel policies by
12 the addition of a new paragraph in the Volunteer section;

13 WHEREAS, the City Council of the City of Keizer has determined that it would
14 be beneficial to adopt a policy regarding dealing with minor and vulnerable persons who
15 volunteer for the City;

16 NOW, THEREFORE,

17 BE IT RESOLVED by the City Council of the City of Keizer that the personnel
18 policies shall be amended in the Volunteer section by the addition of the following
19 policy and that staff are instructed to include the policy in the personnel policies
20 volunteer section:

21 In cases where volunteers include minors or vulnerable persons, the City
22 requires at least a second adult to be present at all times, unless the adult
23 supervising is a parent, guardian, or relative of the minor/vulnerable
24 person or the adult supervising is a sworn officer interacting with a
25 member of the cadet program. Officers are still encouraged to utilize
26 their body worn camera when appropriate when attendance of a second
27 adult is not an option. For purposes of this paragraph, vulnerable person
28 shall mean an incapacitated person or a person with a disability who is

susceptible to force, threat, duress, coercion, persuasion or physical or emotional injury because of the person's physical or mental impairment.

BE IT FURTHER RESOLVED that Resolution R2025-3549 is hereby amended forth herein.

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

PASSED this _____ day of _____, 2025.

SIGNED this _____ day of _____, 2025.

Mayor

City Recorder



MINUTES
KEIZER CITY COUNCIL
Monday, April 21, 2025
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:01 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Council Vice
President
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor

Staff:

Adam Brown, City Manager
Joseph Lindsay, City Attorney
Bill Lawyer, Public Works Director
Andrew Copeland, Police Chief
Garrett Klever, Human Resources
Director
Melissa Bisset, City Recorder

Absent:

Ma'Layah Latty-Farrar, Youth
Councilor

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. PROCLAMATION - Volunteer Recognition Month

Jane Herb, Chair of the Volunteer Coordinating Committee, recognized the City Council volunteers and handed out City of Keizer lapel pins and Certificates of Appreciation. Mayor Clark read the proclamation recognizing Volunteer Recognition Month.

b. Recognition of Police Department by Liberty House

Alison Kelley and Bruce Anderson from Liberty House recognized and thanked the Keizer Police Department for their work and support. Ms. Kelley described the work of Liberty House.

COMMITTEE REPORTS

Hector Blanco, Keizer Fire Division Chief, shared the monthly calls for service, and provided information about upcoming events and programs. It was noted that Chief Blanco was retiring and that he would be the Grand Marshal in the KeizerFEST Parade.

Lisa Cejka, Parks and Recreation Advisory Board, provided a summary of their last Board meeting. There was discussion about memorials in parks. She commented on Soggy Day in the Park, and the painting of the Big Toy would be on June 21st.

a. West Keizer Neighborhood Association Annual Report

City Manager Brown summarized the staff report. Rhonda Rich, President and Rob Witters, Vice President of the West Keizer Neighborhood Association presented their annual report.

Council President Starr moved the City Council accept the report of the West Keizer Neighborhood Association and extend recognition to the West Keizer Neighborhood Association for an additional year. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. Greater Gubser Neighborhood Association Annual Report

Patti Tischer, President, and Laura Daniel, Secretary of the Greater Gubser Neighborhood Association, presented their annual report.

Council President Starr moved the City Council accept the report of the Greater Gubser Neighborhood Association and extend recognition to the Greater Gubser Neighborhood Association for an additional year. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

c. Community Diversity Engagement Committee Appointment (CDEC) - Position #4

Council Vice President Cross thanked Carrie Brown with all the work she had done on the Community Diversity Engagement Committee (CDEC). She appointed Elaine Wilson to Position # 4 of the CDEC. Elaine Wilson expressed her excitement to join the CDEC, and she was hoping to make an impact for future generations.

PUBLIC COMMENTS

Mayor Clark acknowledged the written comment for the record.

CONSENT CALENDAR

Council President Starr read the Consent Calendar. Mayor Clark pulled item b.

Councilor President Starr moved that the Keizer City Council approve the Consent Calendar items

a., c., d., e., f. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Cross, Kohler, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mayor Clark stated that she pulled item 7.b. because she felt it was very important to include Constitution Week as it was submitted in the public comment, and if there was no change because of that, she would be a no vote.

Council President Starr moved to adopt the Resolution Recognizing National Observances and Commemorative/Heritage Month, Repeal of Resolution R2025-3565. Seconded by Councilor Kohler.

Mayor Clark explained that she would like to add Constitutional Week back in because it was an activity that was done by the City of Keizer as noted in the letter received from the Greater Northeast Keizer Neighborhood Association, and since it was used by teachers in the schools in our district.

Mayor Clark moved amend to put Constitution Week in as a recognized Proclamation in City Council at the second meeting in September. Councilor Parsons seconded.

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Council Vice President Cross noted that Consitution Week was previously discussed in a meeting and the list was limited for the act of being timely.

Motion Failed as follows:

AYES: Clark (1)

NAYS: Starr, Cross, Kohler, Juran, Christopher, and Parsons (6)

ABSTENTIONS: None (0)

ABSENT: None (0)

The vote for the original Motion was as follows:

Motion passed as follows:

AYES: Starr, Cross, Kohler, Juran, Christopher, and Parsons (6)

NAYS: Clark (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

- a. **RESOLUTION - Authorizing City Manager to Sign Intergovernmental Agreement Between Marion County and City of Keizer for Community Prosperity Initiative (CS-5974-24)**
- b. **RESOLUTION - Recognizing National Observances and Commemorative/Heritage Months; Repeal of Resolution R2025-3565**

- c. **RESOLUTION - Adopting the City of Keizer Council Rules of Procedure - Repealing Resolution R2025-3535**
- d. **Police Department Community Service Petty Cash Fund Report**
- e. **Approval of February 18, 2025 Regular Session Minutes**
- f. **Approval of April 7, 2025 Regular Session Minutes**

PUBLIC HEARINGS

- a. **OLCC Application - License Application - Micheladas Antojitos El Perico Mobile**
Mayor Clark opened the Public Hearing.

City Recorder Melissa Bisset summarized the staff report.

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

Council President Starr moved the City Council recommend approval of the application for a New License Application for a Full On-Premises, Commercial Liquor License for OLCC Application - License Application - Micheladas Antojitos El Perico Mobile LLC under the guidelines established by ORS 471.175 and the Code of the City of Keizer. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE ACTION

- a. **RESOLUTION - Authorizing City Manager and Chief of Police to Sign 2025-2026 Collective Bargaining Agreement with Keizer Police Association (for the Sergeant Bargaining Unit)**

City Attorney Joseph Lindsay summarized the staff report. There was discussion about the Prohibited Conduct section.

Council President Starr moved to adopt Resolution R2025- Authorizing City Manager and Chief of Police to Sign 2025-2026 Collective Bargaining Agreement with Keizer Police Association (for the Sergeant Bargaining Unit). Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

- b. **RESOLUTION - Authorizing City Manager to Sign Management Agreement with Keizer Community Field Association for Keizer Multi-Sports Synthetic Turf Fields**

RESOLUTION - Revising User Fees for the Keizer Rapids Park Artificial Turf Fields; Amending Resolution R2024-3506

City Manager Adam Brown summarized the staff report. City Attorney Lindsay asked that the

sentence on page 284 of the packet be revised because the parties have agreed to the truing up meeting, and it's important to include the words. At the very top of the paragraph, where it reads, "August 1st and October 15th," to add the sentence, "At the March meeting, Manager will pay any outstanding, unencumbered profits towards any remaining sinking fund amounts owed."

Mayor Clark invited the public to make comments on the fee schedule. There were no comments.

Ryan Finneran, Keizer Community Field Association Secretary, was available for comments. He noted that there could be some re-evaluation of the lighting fee. He commented on the free egg hunt on the fields.

Council President Starr moved to adopt Resolution R2025- Authorizing City Manager to Sign a Management Agreement as amended with the Keizer Community Field Association for Keizer Multi-Sports Synthetic Turf Fields and adopt Resolution R2025- Revising User Fees for the Keizer Rapids Park Artificial Turf Fields; Amending Resolution R2024-3506. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

c. Funding Request for Keizer Cultural Center

City Manager Adam Brown summarized the staff report. City Manager Brown clarified that the total amount represented the budgeted figure, noting that the City had recently received the third-quarter payment and was on track to meet the budget target.

Council President Starr moved that the Keizer City Council approve funding up to \$2,400 for rack cards out of the current years' Transient Occupancy Tax. Councilor Kohler seconded.

Mayor Clark made a clarification that the rack cards are for the Keizer Cultural Center.

Councilor Christopher further clarified that this would pay for two sets of rack cards; one was for the museum and one was for the Keizer Cultural Center, which were all four of the non-profits. The Museum Association that the Keizer Heritage Museum belongs to only allows specific rack cards for museums.

Mayor Clark made a clarification of rack cards as requested by the Keizer Cultural Center.

Mover and seconder accepted the clarification.

Councilor Christopher made a friendly amendment to secure \$10,000 from the Transient Occupancy Tax fund for the purpose of funding the Library for the next Budget Cycle. It was noted that this friendly amendment needed to be a separate motion because it was a separate issue.

Vote on the original Motion:

Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Christopher commented on an Agenda meeting by making a statement expressing her concern regarding the accusation of acting independently of a committee that she was assigned to as their liaison, which was the Keizer Heritage Foundation Board.

Councilor Christopher moved that before any City Councilor including the Mayor initiates an inquiry or investigation from the City Manager or any City staff member regarding a City Councilor or the Mayor, approval must first be obtained from the City Council. Seconded by Councilor Juran.

Councilor Christopher felt that this Motion was necessary to ensure due process and prevent unilateral actions that could compromise the integrity of the government.

City Attorney Lindsay asked if this was something that the Council wished to have in the Council Rules and Procedure. There was discussion about adding it to the Council Rules of Procedure.

Councilor Parsons asked for clarification. Councilor Christopher stated that the intent of the motion was so that an informal inquiry of any City Councilor was prohibited by any party without the approval of City Council.

Discussion ensued on the legality of including the intent of the motion in the Council Rules of Procedure.

Mr. Lindsay explained that the Council Rules of Procedure and the City's structure did allow for such language and that the City Attorney could write a confidential memo and avail the City Council of executive session on certain State-level, legal issues.

Mayor Clark stated that she was not clear on the understanding of the Motion on the table, so she would be a no vote until she could have a better understanding and time to consider the intended and unintended consequences.

Councilor Kohler asked the Council if they wanted to put this rule into practice now and then the City Attorney would update the Council Rules of Procedure.

Motion passed as follows:

AYES: Cross, Christopher, Kohler, Starr, and Juran (5)

NAYS: Clark and Parsons (2)

ABSTENTIONS: None (0)

ABSENT: None (0)

d. Discussion regarding potential Liquor License Code Amendments

City Recorder Melissa Bisset summarized the staff report.

Council President Starr moved to direct City Staff to send Option 1 to the OLCC for their review and further direct staff to bring Option 1 back to Council if approved by the OLCC for a Public Hearing. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

e. Authorize the City Manager to Sign a Letter of Support for Comcast's Broadband Equity, Access, and Deployment (BEAD) Grant Program

City Manager Adam Brown summarized the staff report. It was noted that the boundary was identified as the Salem-Keizer School District.

Council President Starr expressed her support for providing equitable access for internet service and/or Wi-Fi.

Council President Starr moved the Keizer City Council authorize the City Manager to sign a letter of support for Comcast's Broadband Equity, Access, and Deployment (BEAD) grant request. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

There was a five-minute recess to fix auditory issues.

f. RESOLUTION - Authorizing the Keizer Police Department to Conduct Administrative Inventory of Custodial Personal Property

Police Chief Andrew Copeland summarized the staff report.

Council President Starr moved the Keizer City Council adopt Resolution 2025- Authorizing the Keizer Police Department to Conduct Administrative Inventory of Custodial Personal Property. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

g. Discussion regarding Council Rules and Procedure, Section 14 - Proclamations

City Manager Brown reminded the Council that there was discussion at the April 7th meeting regarding the Proclamation Section, and the City Council wished to continue the discussion at this meeting. Mayor Clark noted that there was a draft of an online form for proclamation submissions.

Council President Starr moved to amend the Council Rules of Procedure as presented on page 321. Councilor Kohler seconded.

City Manager Brown commented on the idea of having a formal and informal list.

Councilor Parsons made a friendly amendment that we have two lists. One is formal and one is

informal. Councilor Kohler accepted.

Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

h. Discussion regarding two-adult supervision policy

City Manager Brown summarized the staff report. Discussion followed regarding when the policy would apply. There was a suggestion to add vulnerable adults language to the policy and to add a definition.

There was consensus of the Council to move forward to direct staff to bring back a Resolution.

OTHER BUSINESS

Council President Starr moved to suspend the Council Rules of Procedure to take up the matter. Seconded by Councilor Kohler.

Councilor Christopher moved for \$10,000 set aside of projected Transient Occupancy Tax for the remainder of this fiscal year to be carried forward into the 2025/26 budget for the purpose of funding Library. Seconded by Councilor Kohler.

Mayor Clark commented for the record that this would be contingent upon the final quarter funds being received.

Motion passed unanimously as follows:

AYES: Christopher, Clark, Cross, Kohler, Parsons, Starr, and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Town Hall Scheduling

City Manager Brown shared proposed dates for Town Halls with a general session, a Town Hall on the Urban Growth Boundary, and one on fluoride. Discussion ensued regarding the day of the week and the time of the day to host the Town Halls. There was consensus by the City Council to hold Town Halls on the Urban Growth Boundary on May 10th and May 27th.

STAFF UPDATES

There were no staff updates.

COUNCIL MEMBER REPORTS

There were no council member reports.

AGENDA INPUT

Monday, April 28, 2025 - 6:00 p.m.

City Council Work Session - Neighborhood Associations

Monday, May 5, 2025 - 6:00 p.m.
City Council Regular Session

Monday, May 12, 2025 - 6:00 p.m.
Budget Committee

Tuesday, May 13, 2025 - 6:00 p.m.
Budget Committee

Monday, May 19, 2025 - 6:00 p.m.
City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:01 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: Bob Newton Family Park Play Structure Replacement

Proposed Motion

I move the City Council adopt Resolution R2025-__ Exemption of the Brand Name Specification Purchase of Surface America Fall Protection Product from Competitive Bidding and Purchasing Play Structure Materials, and Installation Services from Ross Recreation Equipment Co. for Bob Newton Family Park.

I. Summary

The proposed project involves the replacement of the existing play structure, the placement of rubberized fall protection surfacing and ADA compliant access to the play structure at Bob Newton Family Park.

II. Background

- A. This matter is before the Council tonight for a public hearing pursuant to Keizer Code Chapter 2, Article V., Section 2-156. Staff is recommending that Surface America brand name specification materials, Landscape Structures PlayBooster play structure materials, and installation services be contracted with Ross Recreation Equipment Co. Inc. for the play structure at Bob Newton Family Park. These are the same vendors that were used for the new play structures at Claggett Creek Park, Meadows Park, and Ben Miller Family Park.

III. Current Situation

- A. The existing play structure was identified for replacement during the implementation of the parks fee and is included in the current 3-to 5-year priority plan. The existing fall protection surfacing is engineered wood fiber and is not compliant with current ADA standards.

IV. Analysis

- A. **Strategic Impact** - This action supports the long-term goals of the Council in

completing a project identified in the Parks 3 to 5-year Priority Plan.

B. **Financial** - Funds for this project are identified in the City Council adopted FY 24/25 Parks Services Fund. Staff estimated the cost of the project to be \$420,000.00. The total cost of the project is \$412,985.30.

C. **Timing** - Approval of this request will allow the play structure to be completed and in use before the end of the summer.

D. **Policy/Legal** -

1. In order to purchase the materials and have the materials installed for the play structure at Bob Newton Family Park, the Council, as the local contract review board for the City of Keizer, must adopt findings and exemption of the purchase from the competitive bidding process pursuant to Keizer Code Chapter 2, Article V., Section 2-156. A Resolution to accomplish the required action is attached for your review.

V. Alternatives

A. Adopt the attached Resolution authorizing the exemption of the purchase from the competitive bidding process pursuant to Keizer Code Chapter 2, Article V., Section 2-156.

B. Take No Action – The exiting play structure and fall protection surfacing will remain.

VI. Recommendation

Staff recommends the City Council adopt the attached Resolution.

Attachments

1. RES_CC_Exemption of Materials and Contract for Bob Newton Park_5 5 2025
2. EXH_CC_Contract for Bob Newton Park Play Structure_5 5 2025

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-____

4
5 EXEMPTION OF THE BRAND NAME SPECIFICATION
6 PURCHASE OF SURFACE AMERICA FALL PROTECTION
7 PRODUCT FROM COMPETITIVE BIDDING AND
8 PURCHASING PLAY STRUCTURE MATERIALS, SURFACE
9 AMERICA FALL PROTECTION MATERIALS, AND
10 INSTALLATION SERVICES FROM ROSS RECREATION
11 EQUIPMENT CO., INC. FOR BOB NEWTON FAMILY PARK
12

13 WHEREAS, fall protection materials and play structure materials are needed at
14 Bob Newton Family Park;

15 WHEREAS, the Surface America fall protection product is the preferred
16 material for fall protection because of its performance, appearance and warranty;

17 WHEREAS, the Surface America fall protection product is only available
18 through a Surface America installation carrier;

19 WHEREAS, Ross Recreation Equipment Co., Inc. has a working relationship
20 with the Surface America installation carrier;

21 WHEREAS, Ross Recreation Equipment Co., Inc. is able to install the
22 Landscape Structures Play Booster play structure;

23 WHEREAS, as local contract review board for the City of Keizer, the City
24 Council desires to exempt from competition and authorize the purchase of brand name
25 specification materials;

26 WHEREAS, notice of public hearing on the proposed exemption of competitive
27 public bidding requirements was published as required by Keizer Code;

1 WHEREAS, a public hearing was held to take comments on the findings for an
2 exemption of the purchase of brand name specification materials from Ross Recreation
3 Equipment Co., Inc. and awarding the contract to Ross Recreation Equipment Co.,
4 Inc.;

5 NOW, THEREFORE,

6 BE IT RESOLVED by the City Council of the City of Keizer that the City of
7 Keizer makes the following findings:

8 1. The nature of the contract for which special exemption is requested is
9 the purchase of brand name specification materials from Ross Recreation Equipment
10 Co., Inc. for the brand name Surface America fall protection materials, brand name
11 Landscape Structures PlayBooster play structure equipment; and installation services
12 at Bob Newton Family Park.

13 2. The play structure is planned at Bob Newton Family Park. It is beneficial
14 to have one contractor who has experience in installation of play structures perform
15 the services so that all of the elements of the play structure fit together correctly. This
16 requires that the hardware, lumber, equipment, structures, and other elements of the
17 play structure be designed to be aligned for assembly. It is also beneficial to have the
18 same contractor who has experience and knowledge of the Surface America fall
19 protection product perform the installation. The estimated contract price for the play
20 structure materials, fall protection materials, and installation services at Bob Newton
21 Family Park is \$412,985.30.

1 3. Purchasing and installation of materials from one vendor will keep
2 contractor and staff time at a minimum. When materials are purchased together for a
3 project, the life of the materials is extended because the materials fit together properly.
4 Both of these reasons support a performance of public benefit by keeping construction
5 time at a minimum and extending the life of the materials.

6 4. It is unlikely that the exemption from the competitive bidding process
7 for the purchase of these materials for the play structure at Bob Newton Family Park
8 will encourage favoritism in the awarding of the bid or substantially diminish
9 competition for public bidding, as this is a rare and unique circumstance and the
10 number of suppliers for these materials and services are extremely limited.

11 5. The proposal is to have this project be exempt from alternative
12 contracting methods.

13 6. It is necessary to order the materials described herein as soon as
14 possible to allow the equipment and Surface America fall protection product to be
15 received so that the play structure at Bob Newton Family Park project may be
16 completed in a timely manner. The estimated date by which it would be necessary to
17 let the contract in this case is May 6, 2025.

18 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
19 the Council approves the findings set forth above.

20 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
21 the purchase of the materials and installation services for the play structure at Bob

1 Newton Family Park from Ross Recreation Equipment Co., Inc. is exempt from
2 competitive bidding requirements based upon the findings set forth herein.

3 BE IT FURTHER RESOLVED that the City Manager of the City of Keizer is
4 authorized to enter into a contract with Ross Recreation Equipment Co., Inc., a copy
5 of which is attached to purchase the Surface America fall protection materials, the
6 Landscape Structures PlayBooster play structure materials, and the installation
7 services for the play structure at Bob Newton Family Park.

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

10 PASSED this _____ day of _____, 2025.

11

12 SIGNED this _____ day of _____, 2025.

13

14

15

16

Mayor

17

18

19

City Recorder

CONTRACT
FOR
BOB NEWTON PARK PLAY STRUCTURE

THIS AGREEMENT, made this _____ day of _____, 2025, at Keizer, Oregon, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Ross Recreation Equipment Co., Inc., a California corporation, hereinafter called "Contractor".

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

1. **WORK BY CONTRACTOR.** The Contractor shall perform the work as described in the Scope of Services included in Attachment "A" (Attachment "A" may include Contractor's Quote, 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 upon full execution of all parties. All aspects of the project shall be completed no later than July 30, 2025, but may be extended by mutual agreement of the parties based on weather conditions. Any extensions shall be in writing by Change Order as provided herein. **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. 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 final completion date specified in Section 2 until the Work is complete.
4. **BONDS.** Performance and Payment Bonds are required of Contractor at Contractor's own expense. Such bonds shall be issued by a surety licensed in the State of Oregon and must be acceptable to Owner. The bonds must equal the sum of the contract price.

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

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 procedures for handling submittals, processing applications for payment, and maintaining records. Contractor is required to request such Preconstruction Conference as soon as possible to prevent delays in the project.
6. CONTRACT SUM. The Contract Sum payable to Contractor for the materials, labor, freight, and any other costs hereunder is \$412,985.30, as modified by Change Orders as provided herein.
7. PAYMENTS. Contractor may request partial payments as work progresses. Partial payment requests shall be submitted to the Public Works Director by the 10th calendar day of each month for processing. Payment requests shall accurately and completely detail all work completed since the last payment request up to the last day of the month. Any and all additional forms and documentation required by statute or this Agreement shall be submitted with the pay request. No partial or final payments shall be made unless required certified payroll reports have been provided to Owner. In accordance with ORS 279C.570, moneys not paid within 30 days after receipt of the invoice from the Contractor, shall bear interest at a rate equal to three times the prevailing discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the district that includes Oregon, but the rate of interest shall not exceed 30 percent.

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

- A. Surface America, Inc.'s Playground Surface System Warranty executed by the authorized representative of Surface America, Inc.
- B. Landscape Structures Inc. warranty executed by the authorized representative of Landscape Structures Inc. for all play structures installed;
- C. Any and all additional forms and documentation required by statute or this Agreement;
- D. 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;

- E. 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;
- F. 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;
- G. Release of any liens, conditioned on final payment being received;
- H. A report of any accidents or injuries experienced by Contractor or its Subcontractors at the worksite.
- I. All certified payroll reports.

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

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 Contractor's work progressing in accordance with Contractor's time schedule.

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

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 Price or the Contract Time. All such changes in the work that affect Contract Time or Contract Price shall be formalized in a written Change Order. Acceptance of the Change Order and any adjustment in the Contract 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:

Ross Recreation Equipment Co, Inc.
Attn: Ben Stanford
16917 SE Johnston Dr
Portland, OR 97236

and

Ross Recreation Equipment Co, Inc.
100 Brush Creek Road, Suite 206
Santa Rosa, CA 95404

11. **LICENSES.** The Contractor shall obtain and maintain all licenses required for public works contracts in the State of Oregon. 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 ongoing and completed liability insurance as hereinafter specified at Contractor's own expense. All such insurance shall be subject to the approval of the Owner for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to the Owner in writing. Contractor must provide the Owner with a certificate of insurance and endorsement evidencing the insurance within five (5) days from Contractor's execution of this Contract. Contractor shall not commence work until the required evidence has been delivered to Owner. The endorsement

must insure the City of Keizer as an additional insured. The "City of Keizer" includes its officers, agents, contractors, and employees. This insurance requirement is to be in effect during the life of this Contract. The liability insurance required is as follows:

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

All such insurance shall be written with a limit of liability of not less than \$2,000,000 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 \$4,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$2,000,000 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 \$4,000,000 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 \$2,000,000 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 Contractor's own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Certificates evidencing the issuance of such insurance shall be filed with the Owner within five (5) days after execution of this Contract.

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

Contractor's agents, or employees, in the execution of the work or in guarding the same.

17. SUBCONTRACTS. The Contractor shall have full responsibility under these conditions, general provisions, plans and specifications for any subcontracts which Contractor may let. Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind each subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the work. Contractor shall submit a certification to Owner that all subcontractors performing work will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.026 to 701.050 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 Contractor's work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with the activities under this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be due to errors in the Contract documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the work site, warning against any hazards created by the work being done under this Contract. Contractor shall designate a responsible member of Contractor's organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Owner in writing. In any emergency affecting the safety of life, or of the work or adjoin property, the Contractor, without special instruction or

authorization from the Owner, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and Contractor must take such action if so instructed or authorized by the Owner. The Contractor shall also protect adjacent property as required by law.

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

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

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

21. PREVAILING WAGE. Contractor must ensure that each worker in each trade or occupation employed in the performance of this Contract either by the Contractor, Sub-contractor or other person doing or contracting to do the whole or any part of the work on this Contract, shall be paid not less than the applicable prevailing rate of wage set forth at:
<https://www.oregon.gov/boli/employers/Pages/prevaling-wage-rates.aspx> using the Prevailing Wage Rates for Public Works Contracts effective April 5, 2025 pursuant to ORS 279C.840(4) & OAR 839-025-0033(1).

If Contractor fails to pay for labor and services, Owner may pay for them and withhold these amounts from payments to the Contractor. ORS 279C.515 & OAR 839-025-0020(2)(a).

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

A. Prevailing Wage Requirements

a. Applicable Prevailing Wage Rates

- i. The applicable Oregon Prevailing Wage Rate publication and any amendments in effect that must be paid for wages and fringe benefits at the time of solicitation are set forth at the website referenced above.
- ii. All prevailing wage rates that apply to the project must be posted at the job site. Every contractor on the site is responsible for this posting. ORS 279C.840(4) & OAR 839-025-0033(1).
- iii. All contracts and subcontracts for this project must include a provision that each worker in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of wage, or the applicable federal prevailing rate of wage, whichever is higher. ORS 279C.838.

b. Certified Payroll Filing Requirements

- i. Every employer on a covered project must file certified payroll records with the Owner. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.845 to 279C.860.

c. Certified Payroll Form

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

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

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

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

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

d. Certified Payroll Retainage

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

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

23. SAFETY MEASURES. Contractor agrees that all personnel must wear safety vests at all times and use safety cones as required. Contractor also agrees that Contractor, Contractor employees, and subcontractors will comply with all OSHA regulations applicable to the work being performed, and with all state and federal

requirements, including but not limited to, ADA, Civil Rights Act, and EEO requirements.

24. **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 Contractor 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 Contractor's obligations to fulfill the Contract in full and as prescribed. Defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such defective work and material may have been previously overlooked and accepted on estimates for payment. No work shall be done at night without the prior written approval of Owner.

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

26. **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.

27. **OWNER'S RIGHT TO TAKE OVER THE WORK.** If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of

its creditors, or if a receiver should be appointed to take over its affairs, or if it should fail to prosecute its work with due diligence and carry the work forward in accordance with its work schedule and the time limits set forth in the Contract documents, or if it should fail to substantially perform one or more of the provisions of the Contract documents to be performed by it, the Owner may serve written notice on the Contractor and the surety of its performance and payment bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

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

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

the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

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

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

29. **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.

30. **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.

31. **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.

32. **GUARANTEE.** Except for normal wear and tear, Contractor agrees to guarantee all work under this Contract for a period of one (1) year from the date of acceptance

of the work. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or not in accordance with the Contract, Contractors agrees, whenever notified by Owner, to immediately place such guaranteed work in a condition satisfactory to Owner and make repairs of all damage made necessary in the fulfillment of the guarantee. This provision shall survive termination of this Contract.

33. 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.

34. 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.

35. 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.

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

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

38. 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.

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

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

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

CITY OF KEIZER

ROSS RECREATION EQUIPMENT CO, INC.

By: _____
Adam J. Brown,
City Manager

By: _____
_____,

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Keizer City Attorney



NPP CONTRACT

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:

ROSS RECREATION EQUIPMENT, INC.

100 BRUSH CREEK RD, #206 SANTA ROSA, CA. 95404

707.538.3800 - accounting@rossrec.com

Quote #: 00046234

Quote Name: Landscape Structures

Design 1192388-3-3

Quote Total: \$412,985.30

NPP Contract: PS21070

Shipping Address:

City of Keizer

930 Chemawa Rd NE

Keizer, Oregon 97303

Billing Address:

City of Keizer

P.O. Box 21000

Keizer, Oregon 97307

Quote Date: 3/24/25

Expiration Date: 5/26/25

Opportunity Name	Lead Time	Sales Representative	Payment terms
Bob Newton Park Playground	12-16 weeks	Ben Stanford	Net 30 On Materials Shipment

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	NPP Ross Discount	Play Equipment Discount Please Provide Customer NPP #	(\$11,020.10)	(\$11,020.10)
1.00	PlayBooster , 5-12	Landscape Structures PlayBooster, ages 5-12. Design #1192388-3-3. Design Includes: SmartPlay Volo, We-Go Round, Curva Spinner, 3 Bay Arch Swing with 4 belt seats, 1 full bucket seat, and 1 Molded Bucket Seat with Harness, Loop Ladder, Mini Summit Climber, Bongo Reach Panel, Chimes Panel, Image Panel, Storefront Panel, SlideWinder 2, and more.	\$157,430.00	\$157,430.00
1.00	Install - Play Equipment	Installation of Landscape Structures and Surface America Playbound. Includes: Install one (1) Volo w/ Shade. Install one (1) We-Go-Round. Install one (1) Curva Spinner. Install one (1) Incline Pod Climber. Install one (1) Rung Climber. Install two (2) Crux Climber. Install one (1) Oodle Seat Climber. Install one (1) Corkscrew Climber. Install one (1) SwiggleKnots Bridge. Install one (1) Wave Belt Climber. Install one (1) Flexx Climber Slack Lines. Install one (1) Routes Panel Seek and Find. Install one (1) Talk Tube. Install one (1) Saddle Climber. Install one (1) Pentagone Climber. Install one (1) Firepole. Install one (1) Double Wave Slide. Install one (1) Alpine Slide. Install one (1) Mini Summit Climber. Install one (1) Bongo Reach Panel. Install one (1) Sound Chimes Panel. Install one (1) Store Front Panel. Install one (1) Loop Ladder. Install one (1) Slidewinder2. Install one (1) 8' 3 Bay Arch Swing Set w/ 4 Belt Seats, 1 Full Bucket Seat, and 1 Molded Bucket Seat. Install one (1) Welcome Sign (5-12 years). Install 3.5" system to meet CFH (4,157 sq ft).	\$94,800.00	\$94,800.00

**ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:**

ROSS RECREATION EQUIPMENT, INC.
100 BRUSH CREEK RD, #206 SANTA ROSA, CA. 95404
707.538.3800 - accounting@rossrec.com

Quote #: 00046234
Quote Name: Landscape Structures
Design 1192388-3-3
Quote Total: \$412,985.30
NPP Contract: PS21070

Install Playbound pour in place surfacing (4,157 sq ft).
Pour in place will consist of two (2) colors; 50% black and 50% any standard color.

*Project DIR # needed for state Prevailing Wage projects. Quote does not include any additional labor, union or wage requirements. If project has additional labor requirements, additional costs will be incurred through a change order to the originally quoted labor prices shown on this quote unless otherwise noted.
*Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.
*Installation quoted includes standard manufacturer provided footing details. If different and/or engineered footing details are provided by the contractor/owner/specifier, a change order will be required.
*Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.

1.00	PIP Rubber	Surface America Playbound Poured-In-Place Rubber surfacing materials: ~ Square Footage: 4,160 sqft ~ Thickness: 3.5" (per 8' CFH of play equipment) ~ Binder: Aliphatic ~ Color: 50% Color & 50% Black speckled mix (in 2 color mixes)	\$70,975.00	\$70,975.00
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*Rubber surfacing will follow the contour of the sub-base and will be 3.5" thick throughout the area.
*Any change to color, thickness, square footage or binder type will require a change order.
*It is the responsibility of the General Contractor to verify all colors and square footage prior to placing an order. Any changes will require a revised quote and may result in a price increase.
*Pricing does not include sub-base materials. Acceptable sub-base materials include: Concrete, Asphalt or Compacted Aggregate Class II Base Rock. More details available upon request.
*Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/200 GMax.

1.00	Site Work	Supply and Install Gravel Sub-base for 4,160 sq ft	\$30,470.67	\$30,470.67
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**Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.

1.00	Demolition	Demolition - Demo and dispose of the existing equipment and benches	\$5,066.67	\$5,066.67
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*Footings to remain; if footings are to be removed, a change order can be provided for the additional labor and backfill material.

*Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.

1.00	Site Work	Installation of concrete curbing - 275 LF	\$12,906.67	\$12,906.67
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**Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.

1.00	Demolition	Demolition - Remove existing EWF and offload at Keizer Rapids Park	\$14,922.67	\$14,922.67
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*Footings to remain; if footings are to be removed, a change order can be provided for the additional labor and backfill material.

*Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.

1.00	NPP Ross Discount	Surfacing Discount	(\$2,839.00)	(\$2,839.00)
		Please Provide Customer NPP #		
1.00	Bond	Bond - Standard 3% on total project amount including tax and freight.	\$12,028.70	\$12,028.70

Totals

County/ City Tax	(Oregon State Tax 0.0000 %)		
		Materials	\$214,545.90
		Sales Tax	\$0.00
		Labor/ Fees	\$170,195.38
		Freight	\$28,244.02
		Total	\$412,985.30

Notes to Customer



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Medical Disposal Rate

Proposed Motion

I move to direct staff to schedule the public hearing and bring back the requested disposal rates for medical waste for public testimony and consideration at a subsequent meeting.

I. Summary

Up until this point, the City of Keizer, which regulates the flow of solid waste from Keizer through our haulers Mid-Valley and Lorens, has enjoyed very good rates for the disposal of medical waste because of the incinerator in Brooks. Since the incinerator has closed down, our haulers have had to find other places to dispose of medical waste. Because of this change in the marketplace, rates for disposal have gone up and fees need to be adjusted to be able to properly dispose of this material.

II. Background

- A. The medical incinerator in Brooks has provided a low-cost method to dispose of medical waste at \$85 a ton. This facility was able to take all of our medical waste. The incinerator has been shut down and our haulers have been forced to find other options for disposal.
- B. Medical waste falls into four general categories: hazardous, infectious, radioactive, and pathological. Pathological is identifiable body parts which must be incinerated. Everything else falls into the other three categories that we generally refer to as the medical (e.g. sharps, bandages, gloves, and pharmaceutical waste).
- C. The waste in the medical category currently has to be shipped to Idaho for disposal. The pathological material is being sent to crematoriums in Portland for incineration. Both of these options have dramatically increased the cost of disposal.
- D. The haulers approached city staff seeking a rate change to accommodate a 60-70% increase in the cost of disposal.

III. **Current Situation**

- A. The medical waste fees are divided into low volume and high volume categories with two different rates based on the container. Higher volume warrants lower rates.
- B. The current and proposed rates for Low Volume 1-59 bags or boxes are as follows:
 - 1. 20 gallons - Currently \$23 and proposed to be \$44.95.
 - 2. 35 gallons - Currently \$26 and proposed to be \$48.95.
- C. The current rates for High Volume greater than 60 bags or boxes are as follows:
 - 1. 20 gallons - Currently \$17.50 and proposed to be \$33.35.
 - 2. 35 gallons - Currently \$19.50 and proposed to be \$37.35.
- D. Staff are requesting that the Council direct staff to bring the item back for public hearing and consideration at a subsequent meeting and offer the public an opportunity to provide feedback.

IV. **Analysis**

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - Both of the city's haulers, Loren's Sanitation and Mid-Valley Recycling, work together for the citizens of Keizer to give us the best possible rates through franchise agreements. This will not have a significant impact on the cities' finances because of the low percentage of volume this constitutes amongst the whole waste stream. This will, however, impact commercial medical customers.
- C. **Timing** - Both solid waste haulers are working with a local business to be able to take the waste stream locally once again. The two paths, one going to Idaho and the other going to Portland, are the most affordable method of disposal at this time. If and when a less costly alternative presents itself, the opportunity will be given to reduce the disposal rate.
- D. **Policy/Legal** - We put this on the agenda for preview first to allow the public multiple opportunities to see it. Only the City Council can approve rate changes for solid waste disposal in accordance with local ordinances and franchise agreements. Staff will provide the notification as required by Keizer Code as well as push notification through a variety of methods to ensure that our customers have the opportunity to provide feedback as per the Council's direction to go beyond the minimum requirements for notification of fee changes.

V. **Alternatives**

- A. Direct staff to publish the public hearing and bring back the fee request for consideration at a subsequent date, and give the opportunity for the public to provide comment.
- B. Take No Action - Without direction to bring this back to the council for consideration, the haulers will have to absorb these costs in their operation.

VI. Recommendation

Staff recommends that the City Council direct staff to publish the public hearing and put this item on the agenda for a subsequent meeting for testimony and consideration.

Attachments

None

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Council Rules of Procedure

Proposed Motion

I move that the City Council adopt Resolution R2025-____ Amending City of Keizer Council Rules of Procedure (Amending Resolution R2025-3568).

I. Summary

At the general City Council meeting on April 21, 2025, the City Council asked staff to return with a resolution to amend the City Council Rules of Procedure regarding processes around selection of proclamations along with some added language to limit internal oversight of councilors to restrict individual councilors from initiating investigations or inquiries without the approval of a majority of the Council.

II. Background

- A. City Council had discussions regarding proclamation procedures at the last two City Council meetings (April 7 and April 21, 2025). The Council directed staff to return with a resolution to codify particular, proposed language into the City Council Rules of Procedure. Also at the April 21, 2025, meeting, the Council made a minute motion to establish a rule limiting any one councilor from initiating an investigation or inquiry into any other councilor. The Council requested staff follow up this minute motion with a resolution, so that this rule could live in the Rules of Procedure.

III. Current Situation

- A. The resolution before the Council amends the language in Sections 14.1 and 14.2 regarding the procedures to be used for proclamations. It also amends the language in the internal oversight Section 16 to limit single councilors from starting investigations or inquiries into other councilors.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.

- B. **Financial** - No financial impact.
- C. **Timing** - No timing issues.
- D. **Policy/Legal** - The City Council Rules of Procedure must be amended by resolution.

V. Alternatives

- A. Adopt the resolution as presented.
- B. Adopt the resolution as amended.
- C. Direct staff to come up with additional changes.
- D. No nothing.

VI. Recommendation

Staff recommends adopting the resolution as presented.

Attachments

- 1. Att_CC_Excerpt of Section 16 of Council Rules of Procedure_4 21 2025
- 2. RES_CC_Amending Council Rules of Procedure_5 5 2025

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

SECTION 16 – INTERNAL OVERSIGHT

16.1 Internal Oversight - The Council has the right to make and enforce its own rules and to ensure compliance with those laws generally applicable to public bodies. Should any Council member act in any manner constituting a substantial violation of these rules, City Ordinance or Charter, or other general laws, the remaining Council members may issue a censure or memorandum of concern pursuant to the following procedure:

- a) The process is initiated by a written statement by a Council member explaining the alleged misconduct of a Council member and if true, why disciplinary action is needed. Two Council members must date and sign the statement and deliver the original to the City Manager. The City Manager shall then place the matter before the Council at the next regular Council meeting if the written statement is submitted to the City Manager not later than five (5) calendar days prior to such meeting; otherwise, the matter shall be placed on the agenda for the following Council meeting.
- b) An affirmative vote by five (5) or more members of the Council shall initiate an investigation. An affirmative vote by a Council member shall not indicate that such member believes the truth of the statement and/or the reasoning behind a proposed sanction, but merely that further investigation is warranted under the criteria set forth in subsection c) below. The Council member in question shall not take part in the discussion or the vote.
- c) If initiated, an investigation shall be conducted by a committee consisting of three Council members appointed by the Council. Two additional Keizer residents shall be included if the Council member being investigated makes such request. Such residents shall be selected by the Council. The investigation shall be completed within 30 days of being initiated by the Council. The Committee shall review whether the alleged misconduct occurred, and if so whether the alleged misconduct occurred while acting in their official capacity as a Council member, including, but not limited to the following instances:
 1. During a City meeting or while representing the City of Keizer;
 2. Council member announced that they were a Council member (and therefore infers that conduct is as a Council member);
 3. Conduct occurred in writing available to the public (social media, newspaper) as identified as a Council member.

Whether the Council member committed the alleged misconduct while in their official capacity is only a factor to be considered. In compliance with this Section,

the Council may investigate and impose sanctions where the Council member in question was not acting in their official capacity.

- d) If misconduct is found unanimously by the members of the City Council Committee, the Committee would present the investigation conclusion to the Council with a recommendation of any sanctions. Sanctions could include
 - 1. A memo of concern from the full City Council, or
 - 2. Censure.
- e) The Council shall vote on the Committee recommendation. A memorandum of concern would require a four (4) member vote of the Council; a censure would require at least a five (5) member vote. The Council member in question shall not take part in the discussion or the vote.
- f) If misconduct is not found unanimously by the City Council Committee, a public report of the Committee findings will be presented to the City Council during a Council meeting. A copy of that report will be given to the Council member who was investigated.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AMENDING CITY OF KEIZER CITY COUNCIL RULES OF
PROCEDURE (AMENDING RESOLUTION R2025-3568)

WHEREAS, the City Council of the City of Keizer adopted the City of Keizer's
City Council Rules of Procedures on April 21, 2025;

WHEREAS, the City Council of the City of Keizer finds it appropriate and
necessary to amend the City Council Rules of Procedure;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution
R2025-3568 (City Council Rules of Procedure) Section 14 shall be amended as follows:

14.1 Request for Proclamations —~~Local organizations or residents requesting proclamations that proclaim a specified date or dates to recognize the efforts of various community groups and individuals on certain projects.~~ Requests for proclamations shall be filed with the City Recorder through an online request form. Requests, along with the recurring list adopted by City Council, shall be considered annually in January and placed on a proclamation calendar. Upon receipt, the City Recorder will notify the Council of the request. If the Council approves the request, the City Recorder will prepare the proclamation for the Mayor's signature. The Mayor will issue and read the proclamations.

14.2 Reading of Proclamations – No more than one proclamation will be read at each meeting. It will be at the discretion of the Council whether if a proclamation will be read at a City Council meeting (formal) or sent separately presented to the requester (informal) organization or group. If a proclamation is read at a City Council meeting, it is preferred that a representative of the requesting organization be present to receive the proclamation, if applicable. Any proclamation that is approved, but not on the pre-approved list, the phrase "Here with the Council" shall be removed from the proclamation. Any presentation shall be limited to five minutes.

1 ~~unless consent for more time is given by the Council.~~

2
3 BE IT FURTHER RESOLVED that Resolution R2025-3568 (City Council Rules
4 of Procedure) Section 16.1 shall be amended in the first paragraph as follows:

5 **16.1 Internal Oversight** - The Council has the right to make and enforce
6 its own rules and to ensure compliance with those laws generally
7 applicable to public bodies. Before any Council member or Mayor initiates
8 an inquiry or investigation from the City Manager, other Council employee,
9 or other staff member regarding another Council member or the Mayor,
10 the requesting Council member/Mayor must first obtain approval from the
11 City Council at a general Council meeting or executive session. Should
12 any Council member act in any manner constituting a substantial violation
13 of these rules, City Ordinance or Charter, or other general laws, the
14 remaining Council members may issue a censure or memorandum of
15 concern pursuant to the following procedure:
16

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

19 PASSED this _____ day of _____, 2025.

20
21 SIGNED this _____ day of _____, 2025.

22
23 _____
24 Mayor

25
26 _____
27 City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Recognition of Neighborhood Associations

Proposed Motion

I move that the City Council adopt Ordinance No. 2025-___ Relating to Recognition of Neighborhood Associations; Amending Keizer Code Sections 2-274 and 2-275

I. Summary

In the aftermath of the April 25, 2025, work session, the City Council directed staff to amend some specific wording in the neighborhood association ordinance in the Keizer Code.

II. Background

- A. Keizer Code Section 2-270 to 2-277 deals with recognition of neighborhood associations in the city of Keizer. The Keizer City Council met with representatives of all the existing neighborhood associations in a work session on April 25, 2025, for feedback and input into how these groups can work together.

III. Current Situation

- A. At the April 25, 2025, work session, City Council directed staff to amend some specific wording in the neighborhood association ordinance to reflect changes sought by the associations and the councilors. One change was to retract the need for a physical address as contact information for safety reasons. Another was to create a maximum page length to the amount of information shared at the annual reports. And City Council also wanted to remove its ability to have the final say in any associations bylaws.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - No financial impact.

C. **Timing** - No particular timing need.

D. **Policy/Legal** - If the City demands a physical address from board members of an association, there isn't an exemption in public records law to keep this from becoming accessible to the public. For safety reasons, the physical address will no longer be required. Under public meetings law, cities can create a public body by exercising too much control over a board. To avoid this, the Council is acknowledging that there isn't a reason to have the final say in the bylaws of these outside boards beyond the general requirements for recognition. And finally, the Council wanted to encourage written annual reports, but wanted to urge associations to make them reasonably brief for efficiency sake.

V. Alternatives

- A. Adopt the ordinance as presented.
- B. Adopt the ordinance as amended.
- C. Do nothing.

VI. Recommendation

Staff recommends adopting the ordinance as presented.

Attachments

- 1. ORD_PC_Amending Sections 2-274 and 2-275_5 5 2025
- 2. EXH_CC_Keizer Code 2-274 and 2-275_5 5 2025

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

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A BILL
FOR

ORDINANCE NO.
2025-_____

AN ORDINANCE

RELATING TO RECOGNITION OF NEIGHBORHOOD
ASSOCIATIONS; AMENDING KEIZER CODE SECTIONS 2-
274 AND 2-275

The City of Keizer ordains as follows:

Section 1. Keizer Code Sections 2-274 and 2-275 are hereby amended as set
forth in Exhibit A, attached hereto and by this reference incorporated herein.

Section 2. In preparing this ordinance for publication and distribution, the City
Recorder shall not alter the sense, meaning, effect or substance of this ordinance, but
within such limitations, may:

- (a) Renumber sections and parts of sections of the ordinance;
- (b) Rearrange sections;
- (c) Change reference numbers to agree with renumbered chapters, sections or
other parts;
- (d) Delete references to repealed sections;
- (e) Substitute the proper subsection, section or chapter, or other division
numbers;
- (f) Change capitalization and spelling for the purpose of uniformity;
- (g) Add headings for purposes of grouping like sections together for ease of
reference; and

1 (h) Correct manifest clerical, grammatical or typographic errors.

2 Section 3. Each section of this ordinance, and any part thereof, is severable,
3 and if any part of this ordinance is held invalid by a court of competent jurisdiction, the
4 remainder of this ordinance shall remain in full force and effect.

5 Section 4. This Ordinance shall take effect thirty (30) days after its passage.

6 PASSED this _____ day of _____, 2025.

7

8 SIGNED this _____ day of _____, 2025.

9

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11

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13

14

15

Mayor

City Recorder

Sec. 2-274. Standards for recognition.

The following standards must be met by a neighborhood association seeking and maintaining recognition:

- (1) *Bylaws.* The association shall adopt bylaws that contain the following provisions at a minimum:
 - a. Any person who resides, operates a business, or owns property within the boundary shall be a member with the right to participate and vote.
 - b. Membership or participation shall not be limited based on any protected class under state or federal law.
 - c. There shall be no dues, but voluntary contributions may be solicited.
 - d. The association shall hold an annual general meeting, with the time, date, and place of the meeting widely publicized throughout the neighborhood prior to the meeting. Other general meetings may be held as desired.
 - e. Regular meetings of the association board shall be held at a publicized date, time, and place. All association board meetings shall be open to the public. All members present may vote on issues with the results recorded separately from votes of the association board.
 - f. Minutes shall be taken of all board and general meetings, with the minutes made available to any person so requesting. A copy of the minutes shall be filed with the city recorder.
 - g. The association shall have a board of directors with a president, vice president, and secretary who shall be elected annually by those present at the annual meeting. The association may establish additional elected positions on the board. The board roster, including names and contact information, addresses, and email addresses, shall be filed with the city recorder. The association shall provide an address to the city for mailing purposes. The board of directors shall fill any officer position vacancies by the third meeting following the vacancy to meet the required three board positions. For additional vacancies, the bylaws must address what is considered timely in filling additional board positions above the minimum three officers.
 - h. A copy of the bylaws shall be reviewed for compliance by the city council upon initial adoption and any amendments made by the neighborhood association. ~~The council shall have the final determination of a neighborhood association's bylaws and any amendments thereto.~~
 - i. ~~A copy of t~~The bylaws shall be filed with the city recorder and maintained and updated to reflect amendments by the neighborhood association.
- (2) *Boundary.* The association shall adopt by motion a fixed geographic boundary meeting the following general guidelines:
 - a. The neighborhood should generally encompass at least 300 dwelling units or smaller clearly defined areas.
 - b. The neighborhood should generally encompass a logical geographic and social area with generally rectangular boundaries and without any gerrymandering.
 - c. The neighborhood should generally focus on a single elementary school attendance area.
 - d. Neighborhood boundaries should generally follow natural or human-made barriers, such as creeks and arterial streets. When a boundary must follow a local street, it should follow rear property lines rather than divide the neighborhood between houses facing each other.
 - e. The boundary should encompass adjacent vacant or underdeveloped land.
 - f. The boundary should extend to the city limits.

-
- g. The boundary should leave no isolated areas or pockets not included in another neighborhood association's boundary.
 - h. The council shall have the final determination of a neighborhood's boundary and is not necessarily bound to the above guidelines. This determination shall be reflected in the resolution of recognition.
- (3) *Responsibilities.* The following responsibilities must be assumed and carried out by a neighborhood association:
- a. The association must strive to accurately represent the best interest of its members when expressing neighborhood opinion, recommendations, and concerns before any public body.
 - b. The association solicits the participation or input of all members through newsletters, media coverage, personal contact, flyer distribution, and social media. Associations must maintain an active and up-to-date online presence that adheres to city council social media standards. All official webpages shall maintain at least three administrators having access to the site and its contents.
 - c. The association must actively engage with city government through participation, input, and recommendations on issues brought to it by the city or initiated by the neighborhood itself.
 - d. The association must hold regular board and general meetings, with timely, appropriate notification to members. The association must maintain at least a minimum attendance of three members at regular, general meetings.
 - e. The association must strive to improve the livability of the neighborhood and of the community as a whole through education, activities, projects, and participation.
 - f. The association must attend an annual joint session with the city council on a date set by the city.

(Ord. No. 2024-875, § 5, 5-20-2024)

Sec. 2-275. Maintaining recognition—Annual report.

A recognized neighborhood association shall make an annual report to the city council at a council meeting between March 1 and April 30 each year. This report may be in writing (with a 10 page maximum) or presented orally. A written report is preferred. The report shall include at least the following elements:

- (1) A listing~~record~~ of all meetings with attendance noted.
- (2) A brief summary of all issues dealt with by the association.
- (3) A summary of special association activities outside regular meetings.
- (4) A report of all efforts to solicit the participation and input of all members of the association.
- (5) An analysis of the association's success in meeting its responsibilities as outlined in section 2-274(3).
- (6) An affirmation that the association is in compliance with the neighborhood's bylaws at the time of the annual report.

(Ord. No. 2024-875, § 6, 5-20-2024)