

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
KEIZER CITY COUNCIL
REGULAR SESSION
Tuesday February 20, 2018
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

a. Volunteer of the Quarter Awards

- Second Quarter 2017 – Hans Schneider
- Third Quarter 2017 – Church of Latter-Day Saints (Daniel Kohler)
- Fourth Quarter 2017 – Whiteaker Middle School (James Decker)
- First Quarter 2018 – Matt Lawyer

5. **COMMITTEE REPORTS**

6. **PUBLIC TESTIMONY**

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

7. **PUBLIC HEARINGS**

a. Hop Jacks – Liquor License Application

b. 2018 Keizer Liquor License Renewals

c. **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 Meadows Park

d. **RESOLUTION** – Exemption of the Brand Name Specifications Purchase of Goods From Competitive Bidding and Purchasing Cisco Brand Name Equipment

8. ADMINISTRATIVE ACTION

9. CONSENT CALENDAR

- a. **RESOLUTION** – Authorizing the City Manager to Enter Into Xylem Totalcare Services Agreement
- b. **RESOLUTION** – Authorizing the City Manager to Enter Into the City of Keizer Street and Right of Way Landscape Maintenance Services and Vegetated Stormwater Facility Maintenance Services Contract with Cascade Grounds, Inc.
- c. **RESOLUTION** – Authorizing the City Manager to Purchase Two Hustler 72” Zero Turn Mowers for Parks Division of the Public Works Department
- d. **RESOLUTION** – Appointing Municipal Court Judge Pro Tem

10. COUNCIL LIAISON REPORTS

11. OTHER BUSINESS

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

12. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

13. AGENDA INPUT

March 5, 2018

7:00 p.m. City Council Regular Session

March 12, 2018

6:00 p.m. – Long Range Planning Task Force Meeting

March 19, 2018

7:00 p.m. City Council Regular Session

14. ADJOURNMENT

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

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CATHY CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: VOLUNTEER OF THE QUARTER AWARD

ISSUE:

The Volunteer Coordinating Committee has selected the following as recipients of the Volunteer of the Quarter award:

Second Quarter of 2017: Hans Schneider

Third Quarter of 2017: Church of Latter-Day Saints (Daniel Kohler)

Fourth Quarter of 2017: Whiteaker Middle School (James Decker)

First Quarter of 2018: Matt Lawyer

Mr. Schneider, the Church of Latter-Day Saints (Daniel Kohler), and Whiteaker Middle School (James Decker) were nominated by Matt Lawyer. The nominations are attached.

Mr. Lawyer was nominated by Richard Walsh. The nomination is attached.

All recipients have been invited to the meeting to accept their volunteer award. Our thanks and congratulations to each of them for their contributions to our community.

Print

Submit

City of Keizer
Volunteer of the Quarter Nomination

Each quarter, the City of Keizer recognizes an individual or group of individuals for their contributions to the Keizer community. This award is designed to recognize the achievement and to encourage actions that enhance the city of Keizer, the Keizer community, and the lives of our citizens.

Process for Award Nomination:

- A written nomination form is submitted to the Keizer City Recorder – P.O. Box 21000/930 Chemawa Road NE, Keizer, Oregon 97307 or submitted by clicking the submit button above.
- Additional letters of support, supplementary information such as pictures, news stories, biographical information, or other materials that show the project or contribution of the nominee may be included.
- The nomination will be reviewed and decided by the Volunteer Coordinating Committee. The nominator may be requested to attend a meeting of the Volunteer Coordinating Committee to answer questions or explain the nomination in further detail.
- The award will be then presented at a regular meeting of the Keizer City Council.

Name of Nominee(s): Hans Schneider

Address of Nominee (s): _____

Nominee Phone Number or Contact Information: 503-508-8845

Please provide a brief description, including the dates or time period, of the nominees' contributions and the reason why you are nominating for this award:

In May 2017, Hans approached the Keizer Parks Advisory Board with a plan to donate more than \$10,000 of his own money along with some match money to erect a picnic covered area for the sand volley ball courts at Keizer Rapids Park. This was the starting point for a second major contribution by Mr. Schneider and his family. The first project were the sand volley ball courts.

Explain the impacts these contributions have had on the city of Keizer or the Keizer community:

This improves livability and accessibility to the park. It allows for a gathering space for the volleyball players or other park users to enjoy. More importantly, it demonstrates to others the need and desire to have others in the community come up with projects like the ones Mr. Schneider has created and saves the city time and money along the way.

Nominator Information:

Your name: Matt Lawyer

Address: 7055 Pierce Dr N. Keizer OR 97303

Phone Number – Contact Information 808-393-8700

SHELTER GETS PARKS GRANT AMID DISSENT

By ERIC A. HOWALD
Of the Keizertimes



Keizer Rapids Park is on the path to getting its first picnic shelter thanks to the narrow approval of a matching grant request by the Keizer Parks and Recreation Advisory Board Tuesday, April 11.

The grant for \$8,300 – all of the remaining funds in the matching grant budget for the fiscal year – will help cover the cost of a 16-foot by 24-foot covered picnic shelter near the sand volleyball courts on the northwest side of the park. The total cost of the project is estimated at \$26,300.

Hans Schneider, the driving force behind the upgrade to the sand volleyball courts a few years ago, was the grant applicant. He and his wife are committing \$10,000 to the project.

Schneider also runs a youth volleyball program on the courts during the summer.

“When we ran our sand volleyball program last summer, we needed a place for the kids to place their things or cool down or if we get some rain,” Schneider said.

While the parks board approved the grant request, it was not without dissent.

“The current state of Keizer parks is not great, I would be more inclined to support current projects than new ones because of the status quo budget,” said Matt Lawyer, a member of the parks board.

Lawyer cited the results of the recent parks survey as one reason for his eventual “no” vote. The survey results showed residents heavily favored maintaining and upgrading existing facilities and services over building new ones.

Even as Lawyer took a stand against approving the grant, he apologized to Schneider for doing so.

“We know we can trust you, but at some point the city would have to be responsible for the maintenance of the picnic structure,” said Donna Bradley, parks board member. “I think it’s important that we look at that even though you are an exemplary volunteer.”

Keizer Parks Supervisor Robert Johnson did not voice an opinion on the project, but said that a concrete and steel structure, like the one proposed, is one of the easiest amenities to maintain.

“It basically lasts forever and it’s hard to vandalize. Even if Hans did go away, we wouldn’t be putting in hundreds of additional hours,” Johnson said.

Schneider said he and his family would pledge to take care of the structure for however long the city requested the service.

The board also discussed offsetting some of the money requested in the grant with system development charges, but Schneider already hoped to pursue those funds separately. System development charges are levied against new residential construction to pay for improvements in parks, but can only pay for 13.6 percent of any new project.

The two most vocal supporters of the project were board members Dylan Juran and Clint Holland.

“Our budget and the city says that if we don’t spend this (matching grant) money we lose it. And we have a project that Hans is saying he will give us almost three times the value of the matching funds. It’s not spending it to spend it, it’s getting a return on investment,” Juran said.

Holland called to mind recent discussions about improving a large field at Keizer Rapids Park this summer. Despite having donated materials and labor lined up, the board nixed the project because it would have resulted in substantial time and resources to maintain once it was complete.

“When we turn things down when someone who is helping out, I can’t even comprehend it. If we don’t have the staff, go get some volunteers to do it,” Holland said. “I would hate to see him not come back to here. Take the \$8,300 total out of the grant fund for this because we are going to get a lot in return,” Holland said.

Lawyer, Bradley and Cat Gaynor voted against the grant approval.

Schneider hopes to have the pad for the shelter poured in early June and the installation completed by the end of June.

[Print](#)[Submit](#)

City of Keizer
Volunteer of the Quarter Nomination

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- The nomination will be reviewed and decided by the Volunteer Coordinating Committee. The nominator may be requested to attend a meeting of the Volunteer Coordinating Committee to answer questions or explain the nomination in further detail.
- The award will be then presented at a regular meeting of the Keizer City Council.

Name of Nominee(s): Church of Latter-Day Saints - ICO Daniel Kohler

Address of Nominee (s): 1375 Lookhaven Dr. NE Keizer OR 97303

Nominee Phone Number or Contact Information: 503-559-8300

Please provide a brief description, including the dates or time period, of the nominees' contributions and the reason why you are nominating for this award:

September 9th, 2017 The LDS Church organized more than 250 volunteers, three professional machine operators and multiple pieces of equipment to help upgrade the "big toy" at Keizer Rapids Park. In 9 hours, more than 2,000 man hours came together like a well-choreographed dance to help remove 600 cubic yards of wood chips. Most of which had to be dug out and moved by hand, shovel, rakes and wheel barrow and taken to the machines for removal while maintaining the moisture barrier between the subgrade gravel and the wood chips.

Explain the impacts these contributions have had on the city of Keizer or the Keizer community:

This was all done in order for a safer surface to be installed that will reduce injury from falls and make the playground compliant with ADA requirements. These efforts saved the city more than \$7,500 in labor costs and made the playground a more accessible and safer place to play.

Nominator Information:

Your name: Matt Lawyer

Address: 7055 Pierce Dr N Keizer OR 97303

Phone Number – Contact Information 808-393-8700

CHURCH LEADS PREP FOR BIG TOY UPGRADE

By ERIC A. HOWALD
Of the Keizertimes

Even as volunteers surrounded the Big Toy with 600 cubic yards of wood chips in 2015, it was never intended to be the permanent solution.

Original plans called for a pour-in-place surface for added safety, but the idea was jettisoned to save money. When the opportunity to apply for an Oregon Parks and Recreation Local Government Grant in 2016 arose, a new play surface for the Big Toy was added to the request along with pedestrian trails and an enclosed bathroom.

The grant was approved, but now thousands of pounds of wood chips have to be removed to make way for the new surface. The city was lucky to find a small army of volunteers in the Keizer Stake of the Church of Jesus Christ of Latter Day Saints.

"In a lot of settings, people look at Mormons and think we're off in our own world. This is a way to reach out beyond that perceived wall," said Dan Kohler, the community engagement coordinator for the Keizer Stake.

The Keizer Stake of the church includes several individual congregations between Salem and Woodburn, and Kohler is hoping, between the church and the community, to turn out about 300 volunteers and remove all the wood chips in a single day.

Volunteers can sign up for shifts at www.justserve.org. Type in the ZIP code "97303" and choose the Big Toy project.

Volunteers are also welcome to show up at the Big Toy on the day of the chip removal, Saturday, Sept. 9.

Volunteers should wear closed-toe shoes and bring a water bottle. Gloves and hats are also recommended. If you have pitchforks, grain/scoop shovels or wheelbarrows to lend to the effort those are also appreciated.

At a city meeting last month, Keizer Public Works Director Bill Lawyer said compaction was going to be one of the most difficult aspects of the removal, but the city is bringing in tools to loosen the chips before they are carted away. Kohler has also enlisted Douglas Shepherd's Dirt Work to aid in the effort.

Taking on such a large project is a continuance of work for the Keizer Stake. Each year for the past several years, congregants have directed a day of service to large efforts in nearby communities.

"We've found that it's fostered good relations with our community," Kohler said. "This is a community effort, not just a Mormon effort. We want to work side-by-side by the community."

The city, of course, is grateful for any help it can get.

"This means a lot, it saves money and it saves resources. Having a large group step forward and take on a project like this will save the city thousands of dollars," Lawyer said.

The Big Toy will be closed for about five weeks after the Labor Day weekend to

accommodate the removal of the chips and installation of the pour-in-place surface. The timeline may change depending on weather.

The chips removed from the Big Toy site will be used in other Keizer parks.

BIG HAND FOR BIG TOY VOLUNTEERS

By ERIC A. HOWALD
Of the Keizertimes



A battalion of more than 200 volunteers pulled off a minor miracle Saturday, Sept. 9.

Led by members from 12 congregations of the Church of Jesus Christ of Latter Day Saints (LDS), the group cleared wood chips from about 90 percent of the Big Toy in Keizer Rapids Park. The chips are being cleared and the play structure is closed for the next several weeks while a pour-in-place surface is installed.

"I don't think that the city or parks board had any clue that we could get that many people out there," said Dan Kohler, director of public affairs for the LDS church in this area. "We were thrilled, we had people from the church and people from the community working side-by-side."

Kohler said the group had plenty of people and good organization, but loaner tools – two track hoes and a loader – from Doug's Dirt Works made all the difference.

"He pulled them off other jobs and we probably wouldn't have gotten as far as we did without them," Kohler said.

City staff finished off the job Tuesday, Sept. 12. The Big Toy is expected to remain closed at least through Oct. 16 while the new surface is installed.

More than 600 cubic yards of wood chips were poured into the site in 2015. Usable portions of what was removed from the Big Toy are being stored at the park and used to replace wood chips around other Keizer park play structures.

[Print](#)[Submit](#)

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- The award will be then presented at a regular meeting of the Keizer City Council.

Name of Nominee(s): Whitaker Middle School ICO James Decker

Address of Nominee (s): 1605 Lockhaven Dr NE, Keizer, OR 97303

Nominee Phone Number or Contact Information: 503-399-3224

Please provide a brief description, including the dates or time period, of the nominees' contributions and the reason why you are nominating for this award:

On October 28th, Whitaker Middle School brought more than 100 students to Keizer Rapids Park for a service day project. They removed invasive species, weeds, removed trash and spread bark dust in all of the planted areas in the big toy and along the boat ramp.

Explain the impacts these contributions have had on the city of Keizer or the Keizer community:

They provided more than 400 hours of service and accomplished a major beautification project for the city. In addition, it allowed for the students to become part of a volunteer project for their city and demonstrated the success of a community service project.

Nominator Information:

Your name: Matt Lawyer

Address: 7055 Pierce Dr N. Keizer OR 97303

Phone Number – Contact Information 808-393-8700

WHITEAKER HOLDS DAY OF SERVICE

By Derek Wiley
Of the Keizertimes

More than 100 Whiteaker Middle School students spent Saturday, Oct. 28 at Keizer Rapids Park raking and picking up leaves, ripping down invasive species of blackberry bushes, spreading bark dust and picking up trash.

"We just want to be able to give our kids a lot of opportunities to give back to the community but also so they can feel like they're part of the community," Whiteaker social studies teacher James Decker said.

"We're going to continue these types of activities to empower Whiteaker kids to understand how important it is to give back and the importance of service and second of all, just to help out Keizer because Keizer does so much for all these kids, why can't they give back to it?"

The idea of giving back started last year with a day of service at Whiteaker.

"This is something that we're going to continue to do with the city of Keizer pretty much every year now," Decker said.

Joining the middle schoolers were elementary and high school students as well as parents, members of Boy Scout Troop 19 and others from the community.

"I want to see a thousand people out here. That would be ideal," Decker said.

"Anybody that wants to come."

A new submission has been received for Volunteer of the Quarter Nomination

Name of Nominee: Matt Lawyer
Address of Nominee: 7055 Pierce Drive N
Nominee Phone Number or Contact Information: 808-393-8700 mattlawyer82@yahoo.com

Each quarter the City of Keizer recognizes an individual or group of individuals for their contributions to the community. This award is designed to recognize the achievement and to encourage actions that enhance the city of Keizer, the community and the lives of our citizens. Process for Award of Nomination: (1) A written nomination form is submitted to the Keizer City Recorder, P.O. Box 21000, Keizer, Oregon or submitted by clicking the submit button on this form. (2) Additional letters of support, supplementary information such as pictures, news stories, biographical information, or other materials that show the project or contribution of the nominee may be included. (3) The nomination will be reviewed and decided by the Volunteer Coordinating Committee. The nominator may be requested to attend a meeting of the committee to answer questions and explain the nomination in further detail. (4) The award will then be presented at a regular meeting of the Keizer City Council. *Please provide a brief description, including the dates or time period, of the nominee's contributions and the reason why you are nominating for this award::

I would like to nominate Matt Lawyer as volunteer of the quarter for all his tireless work for the people of Keizer. I believe I first met Matt in June of 2015 when he was working on the Big Toy Project. In typical "Matt" fashion, he did not just volunteer to work on the project, he volunteered to be a construction captain and was instrumental in getting that project accomplished. I next met Matt when he joined the Parks Board. I was impressed by his high level of commitment and dedication to every project he touched. If Matt worked on a project, you could always be sure it would get done. Matt is a tireless volunteer for Keizer and never seemed to stop giving wherever he saw a need. Among other volunteer efforts, he has served on the Watershed Council, he gives regular Face book updates to residents on issues facing the city, is a member of Keizer Men of Action, and has just been appointed to the Planning Commission. Most importantly, Matt was the driving force behind the citizen survey and all the work that went into organizing, presenting, and ultimately passing the parks fee that now funds most of the improvements throughout the park system.

Please explain the impacts these contributions have had on the city of Keizer or the Keizer community::

Since its inception Keizer Parks have always lacked adequate funding. To address this issue, many Park Board members (myself included) have unsuccessfully attempted to tackle this issue throughout the last couple of decades. When Matt joined the Parks Board he saw this problem as the number one issue to be fixed and tackled it "head on." Despite being the Parks Board's newest member and despite not having any official leadership position (or responsibility) Matt took it upon himself to move this issue forward. He worked tirelessly to help create the questionnaire to ask the residents what they wanted. He pushed the Parks Board to create and then meet deadlines to advance the project. He advocated for the parks fee with the public, the Parks Board, the city council, the mayor, city staff and others in a way unmatched by any other member of the Parks Board. Most people have no idea how much work went into the passage of the parks fee and most people have no idea how much time Matt devoted to that project to make it a reality. Many people worked on the project but I believe that it is not an overstatement to say that we would not have the funding provided by the parks fee today if not for the hard work, vision, and dedication of Matt Lawyer. Because of the parks fee, Keizer will now have nicer and better maintained parks which will make Keizer a better place to live and raise our children for generations to come. Matt deserves to be named volunteer of the quarter for his critical contribution to make that vision a reality.

Your Name: Richard Walsh
Your Address: 174 Shore Pointe Place, Suite 201
Your contact information (email or phone): rich@walshlawfirm.net

CITY COUNCIL MEETING: February 20, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS C. EPPLEY
CITY MANAGER**

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

SUBJECT: HOP JACKS - LIQUOR LICENSE APPLICATION

BACKGROUND:

On January 26, 2018 the City received an application for a new liquor license for Hop Jacks which will be located at 6295 Keizer Station Boulevard, Keizer, Oregon. The application is for a full on-premises license. As required by Keizer Ordinance a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the proposed establishment. The Keizer Police Department reports a clear background check on the applicants. In addition, the Keizer Community Development Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

RECOMMENDATION:

It is recommended the public hearing be opened to allow testimony from the applicants or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for Hop Jacks under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

LICENSE FEE: Do not include the license fee with the application (the license fee will be collected at a later time).

APPLICATION: Application is being made for:

- ☐ Brewery
☐ Brewery-Public House
☐ Distillery
☒ Full On-Premises, Commercial
☐ Full On-Premises, Caterer
☐ Full On-Premises, Passenger Carrier
☐ Full On-Premises, Other Public Location
☐ Full On-Premises, Nonprofit Private Club
☐ Full On-Premises, For-Profit Private Club
☒ Grower Sales Privilege
☐ Limited On-Premises
☐ Off-Premises
☐ Off-Premises with Fuel Pumps
☐ Warehouse
☐ Wholesale Malt Beverage & Wine (WMBW)
☐ Winery

CITY AND COUNTY USE ONLY

Date application received 1-26-18

Name of City or County City of Keizer

Recommends this license be ☐ Granted ☐ Denied

By _____

Date _____

OLCC USE

Application received by SD

Date 1-25-18

License Action: New Outlet

1. LEGAL ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license:

Applicant #1

Rock Solid Restaurants Oregon LLC

Applicant #2

Kevin Eggen

Applicant #3

Applicant #4

2. Trade Name of the Business (the name customers will see):

Hop Jacks

3. Business Location: Number and Street 6295 Keizer Station Blvd NE

City Keizer

County Marion

ZIP 97303

4. Is the business at this location currently licensed by the OLCC? ☐ Yes ☒ No5. Mailing Address (where the OLCC will send your mail): PO Box Hop Jacks

PO Box, Number, Street, Rural Route PO Box 77464

City Seattle

State WA

ZIP 98177

6. Phone Number of the Business Location: NA7. Contact Person for this Application: Kevin Eggen

Name Kevin Eggen

Phone Number 253 217 2873

Mailing Address, City, State, ZIP

PO Box 77464, Seattle WA 98177

Email Kevin@rocksolidrestaurants.com

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

Signature of Applicant #1

[Signature]

Signature of Applicant #2

[Signature]

Signature of Applicant #3

Signature of Applicant #4

JAN 25 2018

SALEM REGIONAL OFFICE



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Rock Solid Restaurants Oregon LLC Phone: 253 217 2873

Trade Name (dba): Hop Jack's

Business Location Address: 6295 Keizer Station Blvd NE

City: Keizer ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 8am to 11pm
Monday 11am to 11pm
Tuesday ↓ to ↓
Wednesday ↓ to ↓
Thursday ↓ to ↓
Friday 11am to 12am
Saturday 8am to 12pm

Outdoor Area Hours:

Sunday 8am to 11pm
Monday 11am to 11pm
Tuesday ↓ to ↓
Wednesday ↓ to ↓
Thursday ↓ to ↓
Friday 11am to 12am
Saturday 8am to 12am

The outdoor area is used for:

☒ Food service Hours: Same as hour of operation
☒ Alcohol service Hours: to
☒ Enclosed, how 412" high fence

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- | | |
|--|---|
| <input type="checkbox"/> Live Music | <input type="checkbox"/> Karaoke |
| <input type="checkbox"/> Recorded Music | <input type="checkbox"/> Coin-operated Games |
| <input type="checkbox"/> DJ Music | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing | <input type="checkbox"/> Social Gaming |
| <input type="checkbox"/> Nude Entertainers | <input type="checkbox"/> Pool Tables |
| | <input type="checkbox"/> Other: _____ |

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: 114 Outdoor: 38
Lounge: 84 Other (explain): _____
Banquet: _____ Total Seating: 236

OLCC USE ONLY

Investigator Verified Seating: ☒ (Y) ☒ (N)

Investigator Initials: [Signature]

Date: 1-25-10

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 1/17/10

1-800-452-OLCC (6522)

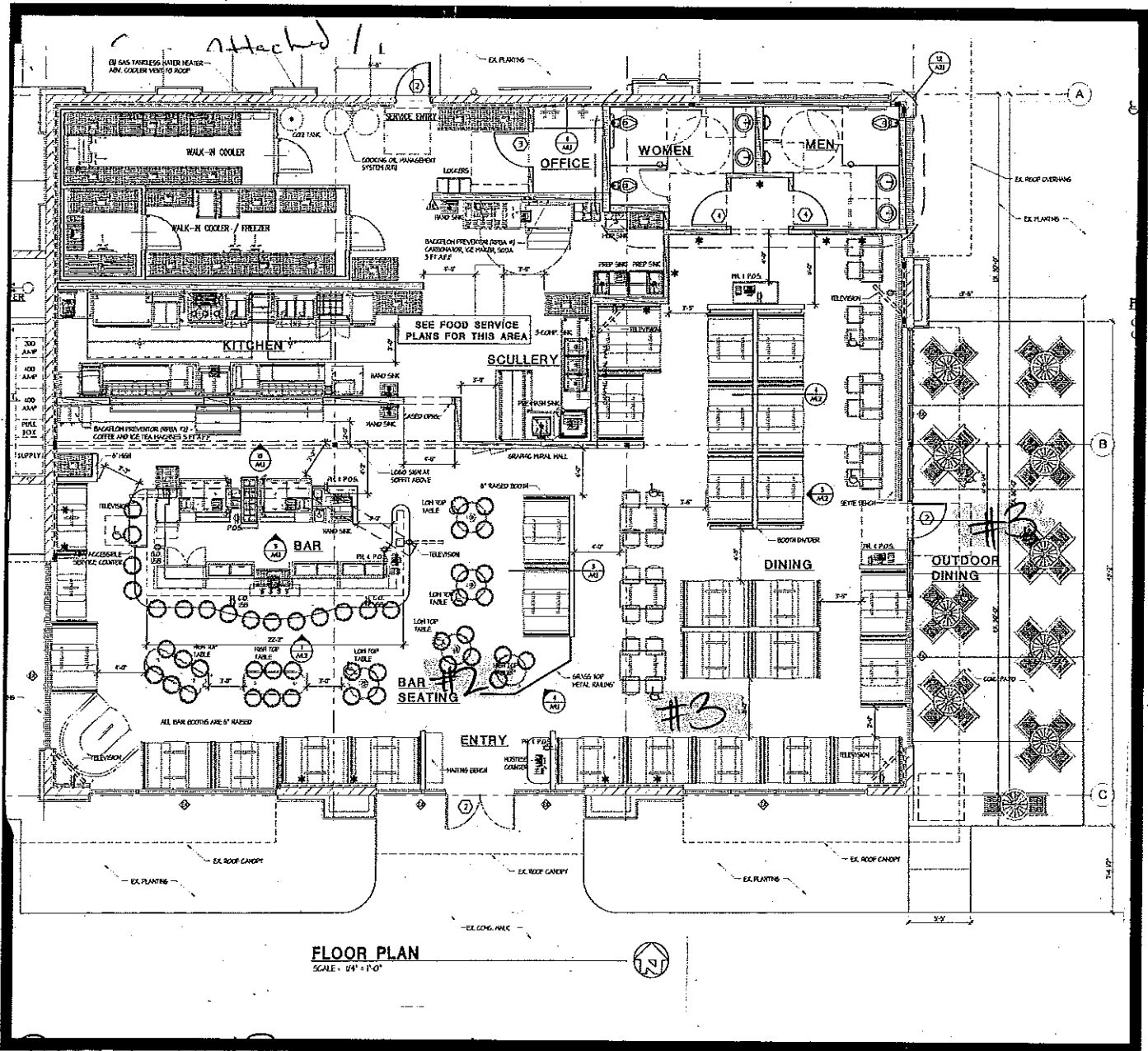
www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



Applicant Name

Trade Name (dba):

Seattle 98177

City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

#2 Bar #3 Dining: Outdoor Dining
Date: 1.25.2018 Initials: SD

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 09/12)

CITY COUNCIL MEETING: February 20, 2018

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: 2018 LIQUOR LICENSE RENEWALS

- ♦ 7-Eleven Store #2362-17727G(south)
- ♦ 7-Eleven Store #2362-17762C(north)
- ♦ Abby's Pizza
- ♦ AJ's Hideaway Bar and Grill
- ♦ All Stars Sports Grill
- ♦ B&S Market
- ♦ Bi Mart #624
- ♦ Casamigo's Mexican Restaurant
- ♦ Chen's Dynasty
- ♦ Cherry Ave Market and Deli
- ♦ Cherry's Nagani
- ♦ Chipotle Mexican Grill
- ♦ Coopers Deli & Pub
- ♦ Cost Plus World Market
- ♦ Delaney Madison Grill
- ♦ El Patron
- ♦ Elks Lodge #2472
- ♦ Good Times 1
- ♦ Growl Movement
- ♦ Gustav's Bargarten Keizer
- ♦ JC's Pizzeria
- ♦ John's Chinese Restaurant
- ♦ Keizer Food Market
- ♦ Keizer Liquor Store
- ♦ Keizer Mart
- ♦ Keizer Shell Food Mart
- ♦ Keizer Sub Shop
- ♦ Kolby's Restaurant Bar & Billiards
- ♦ La Hacienda Real
- ♦ Los Dos Hermanos
- ♦ Mario's Bar
- ♦ Mariscos La Sirenita
- ♦ McNary Restaurant
- ♦ Mommy and Maddi's
- ♦ Nancy's Burgers and Fries
- ♦ Ocean Sushi & Teriyaki
- ♦ Odd Moe's Pizza
- ♦ Outback Steak House
- ♦ Pats 1 Cigs
- ♦ Plaza Morelia
- ♦ Red Ginger Restaurant
- ♦ Ringo's Tavern
- ♦ Rite Aid #5364
- ♦ Round Table Pizza #964
- ♦ Royal Pub
- ♦ Safeway Store #1516
- ♦ Shari's of Keizer
- ♦ Smoker Friendly #2
- ♦ Smoker Friendly #3
- ♦ Sweet Home Thai Cuisine
- ♦ Target Store #2110
- ♦ Tequila Nights Bar and Grill
- ♦ Teriyaki Town and Sushi
- ♦ Thai Lotus
- ♦ That Food Guy
- ♦ The Pour House Saloon
- ♦ Town and Country Lanes Inc
- ♦ US Market #125
- ♦ Walgreens #04230

BACKGROUND:

Each year the Oregon Liquor Control Commission requires liquor establishments to renew their license to sell alcoholic beverages. The City of Keizer adopted an Ordinance which declares business owners shall have the responsibility to contribute to, rather than jeopardize the well being of the community and the liquor licensee should promote, sell and serve alcoholic beverages in a responsible manner which minimizes the risks associated with its use. The Ordinance outlines guidelines for annual review of each of the liquor establishments within the City.

ISSUE:

Following the guidelines as outlined in the Ordinance, notice of public hearing was published in the Keizertimes asking for objections to the license renewals. No responses were received by the writing of this report.

The Keizer Police Department has reviewed the 2017 calls for service at each of the establishments and has no reason to recommend denial of the liquor license renewals for the above listed establishments. Their report is attached.

The Keizer Community Development Department also had an opportunity to comment on zoning issues for each of these establishments. There were no zoning violations noted.

RECOMMENDATION:


It is recommended the Keizer City Council open the public hearing, receive testimony, and close the public hearing. It is further recommended the Council vote to recommend renewal of the listed liquor licenses and forward this recommendation to the Oregon Liquor Control Commission.



KEIZER POLICE DEPARTMENT

930 Chemawa Rd NE • PO Box 21000 • Keizer OR 97307
www.keizer.org • Phone 503-390-3713 • Fax 503-390-8295

COUNCIL MEETING: Feb. 20, 2018
AGENDA ITEM NUMBER: _____

TO: Mayor Clark and City Council Members
THRU: Chris Eppley, City Manager
FROM: John Teague, Chief of Police 
Paula Collins, Support Services Supervisor
SUBJECT: Liquor License Renewals for 2018
DATE: February 14, 2018

ISSUE:

Shall the City Council approve the renewal of the liquor licenses for businesses which sell and/or serve alcoholic beverages within the City of Keizer?

BACKGROUND:

Under the direction of the chief of police, the support services supervisor conducted a review of police calls for service at the listed establishments for calendar year 2017. Using the guidelines set forth in City Ordinance 2010-623, it was determined that none of the establishments reviewed were found to be in violation of the ordinance in that there was no history of serious or persistent problems detected.

RECOMMENDATION:

The Keizer Police Department has no reason to recommend denial of the liquor license renewals for the establishments which sell and/or serve alcoholic beverages within the City of Keizer.

JOT/pfc

CITY COUNCIL MEETING: February 20, 2018

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RESOLUTION EXEMPTING BRAND NAME
SPECIFICATIONS PURCHASE OF MATERIALS AND
SERVICES FROM COMPETITIVE BIDDING**

This matter is before the Council tonight for public hearing pursuant to Ordinance No. 2005-519. Staff is recommending that Surface America brand name specification materials, play structure materials, and installation services be contracted with Ross Recreation Equipment Co., Inc. for the play structure at Meadows Park.

Ross Recreation Equipment Co., Inc. works with the Surface America installation carrier and other manufacturers to supply appropriate fall protection and equipment for play structures. The play structure planned at Meadows Park requires specific materials.

In order to purchase the materials and have the materials installed for the play structure at Meadows 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 Ordinance No. 2005-519. I have attached a Resolution to accomplish the required action for your review.

RECOMMENDATION:

Open the public hearing and take testimony. Close the public hearing and if there are no valid objections, adopt the attached Resolution.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2018-_____

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 MEADOWS PARK
12

13 WHEREAS, fall protection materials and play structure materials are needed to
14 replace the existing play structure at Meadows 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, as local contract review board for the City of Keizer, the City
22 Council desires to exempt from competition and authorize the purchase of brand name
23 specification materials;

24 WHEREAS, notice of public hearing on the proposed exemption of competitive
25 public bidding requirements (brand name specification – Surface America materials
26 for City of Keizer Meadows Park) was published as required by Ordinance No. 2005-
27 519;

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.;

4 NOW, THEREFORE,

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

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

11 2. The play structure planned at Meadows Park is replacing the existing
12 play structure. It is beneficial to have one contractor who has experience in installation
13 of play structures perform the services so that all of the elements of the play structure
14 fit together correctly. This requires that the hardware, lumber, equipment, structures,
15 and other elements of the play structure be designed to be aligned for assembly. It is
16 also beneficial to have the same contractor who has experience and knowledge of the
17 Surface America fall protection product perform the installation. The estimated
18 contract price for the play structure materials, fall protection materials, and installation
19 services at Meadows Park is \$190,000.00.

20 3. Purchasing and installation of materials from one vendor will keep
21 contractor and staff time at a minimum. When materials are purchased together for a

1 project, the life of the materials is extended because the materials fit together properly.
2 Both of these reasons support a performance of public benefit by keeping construction
3 time at a minimum and extending the life of the materials.

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

9 5. The proposal is to have this project be exempt from alternative
10 contracting methods.

11 6. It is necessary to order the materials described herein as soon as
12 possible to allow the equipment and Surface America fall protection product to be
13 received so that the play structure at Meadows Park project may be completed in a
14 timely manner. The estimated date by which it would be necessary to let the contract
15 in this case is March 15, 2018.

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

18 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
19 the purchase of the materials and installation services for the play structure at
20 Meadows Park from Ross Recreation Equipment Co., Inc. is exempt from
21 competitive bidding requirements based upon the findings set forth herein.

1 BE IT FURTHER RESOLVED that the City Manager of the City of Keizer is
2 authorized to enter into an agreement with Ross Recreation Equipment Co., Inc. to
3 purchase the Surface America fall protection materials, the play structure materials,
4 and the installation services for the play structure at Meadows Park.

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

7 PASSED this _____ day of _____, 2018.

8

9 SIGNED this _____ day of _____, 2018.

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Mayor

City Recorder

CITY COUNCIL MEETING: February 20, 2018

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RESOLUTION EXEMPTING BRAND NAME
SPECIFICATIONS PURCHASE OF GOODS FROM
COMPETITIVE BIDDING**

This matter is before the Council tonight for public hearing pursuant to Ordinance No. 2005-519. Staff is recommending that Cisco brand name specification equipment be purchased for the City of Keizer Civic Center phone system.

When the new phone system was installed, it was determined that the Cisco brand name system be used. Some of the equipment is beginning to fail and be unsupported. To avoid renewal of the entire phone system, Cisco brand name equipment should be purchased to replace the failing and unsupported equipment. In order to accomplish this goal, 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 Ordinance No. 2005-519. I have attached a Resolution to accomplish the required action for your review.

RECOMMENDATION:

Open the public hearing and take testimony. Close the public hearing and if you have no further questions, adopt the attached Resolution exempting the brand name specification equipment and directing the request for proposal solicitation for the purchase and installation of the equipment.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2018-_____

4
5 EXEMPTION OF THE BRAND NAME SPECIFICATIONS
6 PURCHASE OF GOODS FROM COMPETITIVE BIDDING AND
7 PURCHASING CISCO BRAND NAME EQUIPMENT
8

9 WHEREAS, the City is currently using Cisco equipment at the City of Keizer
10 civic center;

11 WHEREAS, the City would like to build on the investment of Cisco infrastructure
12 and replace a portion of aging and unsupported equipment;

13 WHEREAS, many vendors work with Cisco equipment and staff plans on issuing
14 a Request for Proposals upon exemption of the Cisco brand name equipment;

15 WHEREAS, as contract review board for the City of Keizer, the City Council
16 desires to exempt from competition and authorize the purchase of Cisco brand name
17 equipment;

18 WHEREAS, notice of public hearing on the proposed exemption of competitive
19 public bidding requirements (brand name specification-Cisco materials for City of
20 Keizer Civic Center) was published as required by Ordinance No. 2005-519;

21 WHEREAS, a public hearing was held to take comments on the findings for an
22 exemption of the purchase of Cisco brand name specifications materials for the City of
23 Keizer Civic Center;

24 NOW, THEREFORE,

1 BE IT RESOLVED by the City Council of the City of Keizer that the City of
2 Keizer makes the following findings:

3 1. Exemption from competitive bidding for the purchase of Cisco brand name
4 specifications materials for the City of Keizer Civic Center is requested. The City has
5 made an investment into the Cisco brand name equipment and it has been determined to
6 only replace failing and unsupported equipment at this time. This was done for the
7 following:

8 a. with the same brand name, the procedure to integrate systems and migrate
9 software is similar or the same and thereby less downtime is necessary;

10 b. the entire system will not need to be replaced;

11 c. training of City staff on the new equipment is much quicker and easier, and
12 staff can become more familiar with the equipment; and

13 d. service calls, if needed, are simpler with one representative for all of the
14 City's phone system.

15 2. The Cisco phone equipment is planned to build on the current system and
16 replace aging and unsupported equipment for the City of Keizer Civic Center. Following
17 the exemption of brand name equipment, staff anticipates issuing a Request for
18 Proposals to obtain the best price and performance possible.

19 3. Cisco phone equipment is currently being used in the City of Keizer Civic
20 Center. By using Cisco brand name equipment to replace failing and unsupported

1 equipment, training of City staff will be kept to a minimum and make service calls, if
2 needed, simpler, and the need for replacement of the entire phone system unnecessary.
3 Each of these reasons supports a performance of public benefit.

4 4. It is unlikely that the exemption from the competitive bidding process
5 for the purchase of the Cisco brand name equipment for the City of Keizer Civic
6 Center will encourage favoritism in the awarding of the bid or substantially diminish
7 competition for public bidding because a Request for Proposal solicitation process
8 will be used for the brand name equipment and not for the services of installation.

9 5. The exemption of this purchase from competitive public bidding
10 requirements will result in substantial costs savings to the City of Keizer as the need
11 to replace the entire phone system will be unnecessary.

12 6. It is necessary to begin the solicitation process as soon as possible to
13 allow the installation of the equipment to be completed in a timely manner. It is
14 estimated that the installation will be accomplished during the 2017/2018 fiscal year.

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

17 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
18 the purchase of Cisco brand name equipment for the City of Keizer Civic Center is
19 exempt from competitive bidding requirements based upon the findings set forth
20 herein.

1 BE IT FURTHER RESOLVED that the City Manager of the City of Keizer is
2 authorized to issue the Request for Proposals for Cisco brand name equipment.

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

5 PASSED this _____ day of _____, 2018.

6
7 SIGNED this _____ day of _____, 2018.

8

9

10

Mayor

11

12

13

City Recorder

CITY COUNCIL MEETING: February 20, 2018

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *RESOLUTION AUTHORIZING CITY MANAGER TO ENTER INTO XYLEM TOTALCARE SERVICES AGREEMENT*

The City has previously had Xylem perform maintenance services on three pumps in the Keizer Station area on an as-needed basis. Xylem has proposed a ten year preventative maintenance agreement for the pumps. Staff believes that this agreement is beneficial to the City.

The attached agreement provides a Gold level preventative maintenance package for \$2,253.65 year. Such amount has been budgeted in the stormwater fund.

RECOMMENDATION:

Adopt the attached Resolution Authorizing the City Manager to Enter Into the Xylem TotalCare Services Agreement.

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

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO XYLEM
TOTALCARE SERVICES AGREEMENT

WHEREAS, City previously had Xylem perform maintenance services on pumps
located in the Keizer Station area on an as-needed basis;

WHEREAS, Xylem has proposed a Gold level preventative maintenance package
that would allow the City to routinely have the pumps serviced at a known cost;

WHEREAS, staff desires to enter in the Gold level TotalCare Services Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager
is authorized to enter into Xylem TotalCare Services Agreement attached hereto on behalf
of the City.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
City Manager is authorized to take such further action as necessary.

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

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

Mayor

City Recorder

Xylem TotalCare Services Quotation

Date: 11/22/2017 Responsible: David Olson

This quotation is valid for a period of 30 days.

Dear Mike Griffin,

Thank you for your interest in Xylem's TotalCare Services.

Following this you will find our complete itemized quotation for the services you requested. Please note that these services have been quoted for the listed pumps and/or mixers only. If you require other equipment to be quoted, please don't hesitate to let me know.

If you have any questions at all, please don't hesitate to contact me.

Best Regards,

David Olson
Xylem Inc.

Customer Information

Company Name	City of Keizer
Phone	503-856-3551
Address	930 Chernawa RD ME
Agreement Number	5236
Contact Name	Mike Griffin
Customer ID	
E-mail Address	griffinm@keizer.org

Site details

Site name	Keizer Station
Site address	
Site contact	
Site email	
Site phone	
Site distance	30 mi
Site location	CountrySide

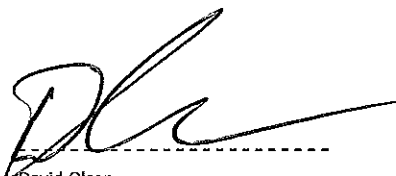
To place the order, please email or fax the signed documents to your local Flygt contact

Total Annual Cost for group services (excluding taxes)

2,253.65 usd

Taxes not included

Mike Griffin
City of Keizer


David Olson
Xylem Water Solutions

PO Number

xylem
Let's Solve Water

Group: Keizer Station

Preventative Maintenance Agreement	Description	Price
Gold	Portland	3,143.90
Environmental Fees & Consumables	Description	Price
Included		312.75
Gold Level Extended Warranty including Parts and Labour (3000-Series) <i>2</i>	Description	Price
23085 2610 and 3127 as described below		1,050.00
Agreement Period	Description	Price
10 year		-2,253.00
Payment Terms	Description	Price
net 30 days after completion		0.00
Total Annual Cost (excluding taxes)		2,253.65 usd

Are Pumps Accessible?		Does the customer perform any maintenance?		How Many Technicians are Needed?		
Yes		No		One		
Pump	#	Pump size	Hydraulic	Installation	Age of pump	Type of application
3127		Small	N	L	12	Clean water
3127		Small	N	L	12	Clean water
2610		Small	K	S	3	Clean water



~~XXXXXX~~ **SCHEDULE A - Terms and Conditions**

1. Definitions and interpretation

1.1 In these Conditions unless the context otherwise requires, the following words have the following meanings:

"Contract" means (i) a specific contract entered into between the Parties for the supply of Maintenance Services by the Purchaser from Supplier; (ii) a purchase order submitted by the Purchaser in Writing and accepted in Writing by Supplier, or (iii) a tender submitted by Supplier in Writing and accepted in Writing by the Purchaser; including any appendices to such contract, purchase order or tender;

"Gross Negligence" means an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious supplier would normally foresee as likely to ensue;

"Purchaser" means the person, firm or company who purchases the Maintenance Services from Supplier;

"Goods" means the plant, machinery, equipment and accessories in relation thereto sold or hired to Purchaser by Supplier, as specified in Supplier's quotation or tender and/or acceptance of Purchaser's order for the provision of Maintenance Services in respect thereof (as applicable), and located at Purchaser's specified site address;

"Maintenance Services" means the type of services in connection with the servicing of the Goods that Supplier agrees to supply to Purchaser pursuant to these Conditions, as specified in Supplier's quotation or Schedule A hereto;

"In Writing" means by document signed by the Parties ~~or by letter, fax, electronic mail and by such other means as are agreed by the Parties~~ *hw*

"Parties" means Purchaser and Supplier;

"Supplier" means Xylem Water Solutions entity set forth in the Contract;

"Working Day" means any day of the week except Saturdays, Sundays and public holidays.

1.2 In addition to the aforesaid, certain words and expressions may be defined in the clauses in which they appear for the first time.

1.3 Headings in these Conditions are inserted only for convenience and shall not affect the construction of these Conditions.

1.4 Where appropriate, words denoting the singular number shall include the plural and vice versa.

1.5 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted;

1.6 Reference to any "person" shall include an individual, firm, unincorporated association or body corporate.

2. Application of Conditions

2.1 Subject to any variation under Clause 2.3, the Contract shall be governed by these Conditions to the exclusion of all other express terms and conditions (including, without limitation, any terms or conditions which Purchaser purports to apply under any order, acceptance of quotation or tender from Supplier or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in Purchaser's order, acceptance of quotation or tender from Supplier or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These Conditions apply to the supply of Maintenance Services in respect of any Goods and any variation to these Conditions shall have no effect unless expressly agreed in Writing by a director or other authorized representative of Supplier.

2.4 These Conditions (as varied in accordance with Clause 2.3) together with the matters referred to in Supplier's quotation or tender and/or acceptance of Purchaser's order for the Maintenance Services embody the entire agreement between the Parties and supersede any prior statements, promises, representations and undertakings in respect of the subject matter thereof and Purchaser acknowledges that it has not relied on any statement, promise, representation or undertaking made or given by or on behalf of Supplier which is not expressly set out in the Contract, except for any representation made fraudulently.

2.5 Each order for Maintenance Services or acceptance of a quotation or tender from Supplier for the supply of Maintenance Services, by Purchaser shall be deemed to be an offer by Purchaser to purchase such Maintenance Services subject to these Conditions. Purchaser shall ensure that any such order or acceptance of a quotation or tender from Supplier is in Writing and the terms thereof are complete and accurate, as Supplier is only responsible under the Contract for supplying such Maintenance Services as are specified therein in respect of such Goods as are specified therein.

2.6 No order placed with Supplier by Purchaser shall be deemed to be accepted by Supplier until Supplier issues a written acceptance thereof.

3. Validity

3.1 Supplier's tenders are valid for thirty (30) calendar days from the date of issuance unless otherwise agreed in Writing by Supplier. Supplier reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance in Writing by Purchaser. There is no Contract if any conditions specified within the tender or sales form are not completed by Purchaser to Supplier's satisfaction within thirty (30) calendar days of Supplier's acknowledgement in Writing of an order. Supplier nevertheless reserves its right to accept any contractual documents received from Purchaser after this 30-day period.



4. Maintenance Services

4.1 Under the Contract, Supplier agrees to provide the Purchaser with the Maintenance Services. The Maintenance Service to be provided by Supplier will be carried out by fully skilled and competent service engineers.

5. Exclusions from Maintenance Services

5.1 The Maintenance Services will not extend to:

5.1.1 Work carried out as a result of misuse, neglect, willful damage, vandalism or blockages;

5.1.2 Modifications or additions to the Goods as detailed in Supplier's quotation and/or acceptance of the Purchaser's order for the Maintenance Services (as applicable);

5.1.3 Pipe work, pump guide rails, upper guide rail brackets, lifting chains, air release valves, penstocks, sump covers and telemetry;

5.1.4 Buildings, fixtures and fittings, ground work and civil engineering;

5.1.5 Sump maintenance and cleaning;

5.1.6 Crainage, or any lifting device;

5.1.7 Service visits out of Purchaser's specified site address;

5.1.8 The repair or replacement of parts which Supplier is required to carry out away from the Purchaser's site but which Purchaser, for security reasons or otherwise, is unwilling to release to Supplier;

5.1.9 Any services requested by Purchaser which are in addition to the Maintenance Services, unless otherwise agreed in Writing by both Parties;

5.1.10 If the Maintenance Services includes corrective repair, visits to site where no fault is found or the electricity supply has failed;

5.1.11 Visits to site where access is prevented by the Purchaser or others, where the sump is full or where the Goods cannot be serviced for other reasons beyond the reasonable control of Supplier or where the site is unsafe;

5.1.12 Sump clearing, de-sludging, jetting or the clear up of any overspill, over-pumping or other pollution incident arising out of any failure of the Goods; and

5.1.13 Out of normal working hours breakdown (normal working hours for the purposes of this Clause 5.1.13 being 08.00hrs – 17.00hrs on any Working Day).

5.1.14 Premium attendance requests, defined as 'same day' requests for attendance; or

5.1.15 Items normally covered under the Maintenance Service which have become obsolete and for which replacement parts are no longer available.

5.1.16 Any other exclusion(s) as defined in Schedule C hereto.

5.2 An additional charge will be levied for any services referred to in Clause 5.1 at Supplier's standard rate(s) applicable at the time of supply of such services, unless covered by some other contractual arrangement.

6. Maintenance charges

6.1 The charges for Supplier providing Purchaser with the Maintenance Services are detailed in the Supplier's quotation or Schedule A. ~~Supplier shall be entitled to revise any such charges to cover any increase in the cost of providing the Maintenance Services as a result of increased costs of labor and materials or any other reason beyond Supplier's reasonable control, provided that:~~

~~6.1.1 Any additional charges to Purchaser under this Clause 6.1 shall not exceed the increased cost of servicing the Goods incurred by Supplier; and~~

~~6.1.2 At least one month's notice has been given to Purchaser in Writing, of such additional charges.~~

~~6.2 In addition to the charges referred to in Clause 6.1, Purchaser shall pay the full cost of any spare parts used and fitted by Supplier whilst providing the Maintenance Services and/or during any other maintenance visit made, unless otherwise covered under Schedule A. This includes any emergency visit carried out by Supplier both within and outside of the hours specified in Clause 5.1.13.~~

~~6.3 Unless otherwise specified in Schedule A, Supplier may, if Purchaser fails to pay any additional charges for any spare parts used and fitted by 4.00pm on the due date, terminate the Contract immediately and without notice or liability to Purchaser.~~

7. Purchaser's obligations

7.1 To facilitate the provision by Supplier of the Maintenance Services, Purchaser shall:

7.1.1 Keep and operate the Goods in a proper and prudent manner and ensure that only its competent trained officers, employees and representatives are allowed to operate the Goods;

7.1.2 Use the Goods in a suitable environment with proper power supplies and in accordance with the instructions and advice of the manufacturer and Supplier;

7.1.3 Not move the Goods or make any addition, modification or adjustment to it without Supplier's prior written consent;

7.1.4 Purchaser shall not without Supplier's consent, itself carry out or have others carry out the maintenance which under the Contract shall be carried out by Supplier. IF PURCHASER DOES SO, SUPPLIER'S RESPONSIBILITY FOR PREVIOUSLY PERFORMED MAINTENANCE SHALL CEASE, UNLESS THE RESULT OF THE MAINTENANCE IS NOT AFFECTED BY PURCHASER'S MEASURES.

7.1.5 Use only spare parts of the original brand for the duration of the maintenance agreement. VIOLATION OF THIS OBLIGATION, AT ANYTIME DURING THE TERM OF THIS CONTRACT MAY RESULT IN CANCELLATION OF THE CONTRACT, AND ALL OBLIGATIONS STATED HEREIN, IN ITS' ENTIRETY AS WELL AS FORFEITURE BY PURCHASER OF ANY PAYMENTS PREVIOUSLY MADE.

7.1.6 Maintain and make available to Supplier records of the operation, maintenance and any malfunction of the Goods;

7.1.7 Provide at such times as Supplier requires and at no cost to Supplier; all documentation, software materials and services necessary for the maintenance and testing of the Goods, access to the Goods, use of Purchaser's work shop and repair facilities



and the cooperation of Purchaser's officers, employees and representatives in diagnosing and overcoming any malfunction of the Goods;

7.1.8 Make available applicable equipment, components and/or devices UPON ARRIVAL of Supplier or its designated representative. Should it be necessary for Supplier or its designated representative to reschedule after arrival due to the equipment, component and/or devices not being available, THE RE-SCHEDULED CALL WILL BE PROVIDED AT AN ADDITIONAL CHARGE.

7.1.9 Provide Supplier with safe access to the Goods to be serviced pursuant to the Contract and to ensure that all statutory requirements in respect of health and safety are met and provide Supplier with written notification of all known hazards prior to Supplier's commencement of any work; and

7.1.10 Provide Supplier with any labor, materials and/or equipment Supplier may need. All such equipment provided must be in full working and serviceable order prior to Supplier's commencement of any work with such equipment and Supplier reserves the right to charge Purchaser for any additional works required to bring such equipment up to full working and serviceable order, unless otherwise agreed in Writing between the Parties. Labor supplied by Purchaser shall have the necessary knowledge and expertise for the work to be performed. Supplier has no obligation to ensure that this is the case and Supplier has no responsibility and cannot be held liable for work performed by labor provided by Purchaser. Any inspection by Supplier of any such labor, materials and/or equipment will be at Purchaser's additional cost.

8. Supplier's Obligations

8.1 Supplier acknowledges that Purchaser shall retain sole responsibility for making decisions regarding the operation of the Goods.

8.2 Supplier shall use reasonable skill and care in carrying out the Maintenance Services on the times set out in Schedule A, and use its reasonable endeavors to keep the Goods in efficient operating condition by doing so but shall not have any responsibility or liability (whether direct, indirect or consequential) for:

8.2.1 Any loss or damage of any kind whether resulting from negligence or otherwise arising directly or indirectly from any failure, stoppage or breakdown of the Goods, except if such loss or damage is caused by the willful default or Gross Negligence of Supplier; or

8.2.2 The operation, default servicing or repair of any non-standard parts fitted to any Goods by persons other than Supplier without its prior knowledge and prior written consent.

8.2.3 If Supplier fails to carry out the Maintenance Services at the agreed time and such delay is not attributable to Purchaser, Purchaser shall fix a reasonable final period, not shorter than one week, within which the Maintenance Services shall be performed. If Supplier fails to do so, Purchaser may carry out the maintenance itself or employ others to do so on Supplier's reasonable expense.

8.3 Unless otherwise agreed in Writing, Supplier shall be liable for repair work for a period of six months after the work was performed.

8.4 Supplier warrants that newly installed parts and/or components supplied and installed by Supplier hereunder, are free from defects in design, workmanship and material appearing within a period of 12 months from installation (except for those due to ordinary wear and tear, negligence or neglect, vandalism or blockages). UNLESS SPECIFICALLY STATED HEREIN, THE MAINTENANCE SERVICES DO NOT REPLACE REGULAR CONTROLS AND SAFETY CHECKS OF THE SYSTEM WHICH IS THE RESPONSIBILITY OF PURCHASER.

THE MAINTENANCE SERVICES PROVIDED HEREIN SPECIFICALLY EXCLUDE OPERATION-RELATED CLEANING ACTIVITIES TO BE PERFORMED ON A REGULAR BASIS IN COMPLIANCE WITH THE MANUFACTURERS' OPERATION AND MAINTENANCE INSTRUCTIONS WHICH IS THE RESPONSIBILITY OF PURCHASER.

8.4.1 If Supplier fails to correctly perform the Maintenance Services, or if there is a defect in a part or component which it has provided and installed under the Contract, Supplier shall, after receipt of a notice under Clause 10 or after it itself discovered the defect, without delay at its own cost and within reasonable time, remedy the defect by (i) re-performing the Maintenance Service or (ii) repairing or replacing the defective part or component.

8.5 Except as otherwise expressly provided in the Contract (including these Conditions), Purchaser shall not be entitled to any compensation for Supplier's delay or defects in parts and/or components provided and installed by Supplier, and all warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law. SUPPLIER MAKES NO IMPLIED WARRANTIES, NOR FOR MERCHANTABILITY OR FITNESS FOR PURPOSE.

8.6 Nothing in the Contract (including these Conditions) in any way excludes or limits either party's liability for death or personal injury resulting from that party's negligence or the negligence of its officers, employees or representatives, for Gross Negligence, fraudulent misrepresentation or concealment or for any other matter in relation to which liability cannot be excluded or limited by law.

8.7 SUBJECT TO CLAUSES 8.1-8.6 AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE CONDITIONS:

8.7.1 THE LIABILITY OF SUPPLIER, WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THE PERFORMANCE OR NON PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT, SHALL NOT EXCEED THE AGGREGATE OF THE AMOUNT ACTUALLY RECEIVED FOR THE MAINTENANCE SERVICES RENDERED UNDER THIS CONTRACT (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE);

8.7.2 THE LIABILITY OF SUPPLIER SHALL IN NO EVENT INCLUDE DAMAGES FOR LOSS OF PROFIT, BUSINESS, CONTRACT, GOODWILL, REVENUE, POWER, OR USE. COSTS OF CAPITAL, DOWNTIME COSTS, CLAIMS OF CUSTOMERS OF THE PURCHASER OR LOSS OF ANTICIPATED SAVINGS, INCREASED COSTS OF OPERATION OR FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS OF ANY NATURE WHATSOEVER (WHETHER IN CONTRACT,



WARRANTY, INDEMNITY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE); AND

8.7.3 No such claim shall be asserted against Supplier, unless the injury, loss or damage giving rise to the claim is sustained prior to the expiration of the respective periods of liability specified in the Contract and no claim, suit or action thereon shall be instituted or maintained unless it is filed in an arbitration forum consistent with Clause 15 within one (1) year after the date the cause of action accrues.

9. Payment

9.1 For domestic sales, payments shall be made within 30 days of the date of the invoice in the currency stipulated in the Contract, unless otherwise agreed to by Supplier In Writing. For export sales, full payment in advance by wire transfer is required in the currency stipulated in the Contract unless otherwise agreed to by Supplier In Writing. Supplier reserves the right to require payment in advance and otherwise modify payment terms should Purchaser's credit standing not meet Supplier's acceptance.

9.2 If Purchaser fails to pay by the due date, Supplier is entitled to interest from the date when the payment became due. Interest shall be at the rate of one and one-half percent (1.5%) per month.

10. NOTICE OF DEFECTS

10.1 Purchaser shall promptly notify Supplier In Writing of any defect, which appears in the Maintenance Services, or the parts and/or components supplied by Supplier hereunder. If Purchaser fails to give notice of a defect without undue delay, it forfeits its rights in respect of the defect, except where the defect is such that it should have been apparent to Supplier.

11. Force majeure


11.1 Either party shall be entitled to suspend performance of its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any circumstance beyond the control of either party such as pandemic, fire, earthquake, natural disaster, acts of God, war, extensive military mobilization, insurrection, requisition, seizure, embargo, acts of governments, strikes, lockouts, restrictions in the use of power and defects or delays in deliveries by sub-contractors ("Force Majeure").

11.2 The party claiming to be affected by Force Majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance.

11.3 If Force Majeure prevents Purchaser from fulfilling its obligations, it shall compensate Supplier for expenses incurred in securing and protecting the Goods.

11.4 Regardless of what might otherwise follow from these Conditions, either party shall be entitled to terminate the Contract by notice In Writing to the other party if performance of the Contract is suspended under this Clause ~~14~~ for more than three (3) consecutive months. If Purchaser terminates the Contracts due to Force Majeure, Purchaser shall, unless otherwise agreed In Writing, reimburse Supplier for (i) all costs and expenses incurred by Supplier under the Contract up until and including the date of the termination and (ii) any additional costs and expenses incurred as a result of the termination.

12. Commencement and duration of the Contract

12.1 The Contract will commence ~~as is agreed in Writing between the Parties~~ upon the date of the last signature of ~~as such commencement date~~  and shall continue until such time as it is terminated in accordance with its terms.

13. Termination

13.1 Either party may at any time by written notice (in addition to any other rights and remedies it may have) terminate the Contract or suspend its performance of all or any of its obligations under the Contract immediately and without liability for compensation or damages on giving the other party one month's written notice by recorded delivery, but any such notice given by Purchaser shall be subject to prior payment of any outstanding sums owed to the Supplier under the Contract or any services performed or parts/components supplied that have not been invoiced to Purchaser which were provided prior to termination.

13.2 Supplier may at any time by written notice (in addition to any other rights or remedies it may have) terminate the Contract or suspend its performance of all or any of its obligations under it immediately and without liability for compensation or damages if:

13.2.1 Purchaser fails to pay any sum due to Supplier under the Contract by the due date for its payment;

13.2.2 Purchaser breaches any other term of the Contract and (if capable of remedy) does not remedy such breach within 7 days of being notified to do so by Supplier;


13.2.3 Purchaser becomes bankrupt;

13.2.4 Purchaser has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt;

13.2.5 Purchaser convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation; or

13.2.6 A receiver or an administrative receiver is appointed of any of Purchaser's property.

14. Assignment

14.1 Supplier may assign the Contract or any part of it or sub-contract any of its obligations hereunder to any person, firm or company. Purchaser shall not be entitled to assign the Contract or any part of it without Supplier's prior written consent  upon Purchaser's prior written consent.

15. Arbitration

15.1 All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

15.2 The arbitration procedure shall be held in the capital of the Supplier's State/Country and shall be held in English unless the Parties agree to use another language.

16. Severability

16.1 If any provision of the Contract is found by any court or other body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable, it shall to the extent of such illegality, invalidity or unenforceability be deemed severable and the



a xylem brand

remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17. Waiver

17.1 Failure or delay by Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

17.2 Any waiver by Supplier of any breach or default under any provision of the Contract by Purchaser shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provisions of the Contract.

18. No partnership or agency

18.1 Nothing in the Contract is intended to or shall operate to create a partnership, joint venture or relationship of principal and agent or employer and employee between the parties.

19. Notices

19.1 Any notice or notification required or authorized to be given under the Contract by one party to the other shall be:

19.1.1 In Writing; and

19.1.2 Sent by overnight service or mailed by certified or registered mail.

19.2 Notice shall be deemed duly served when received and signed for by the receiving party. Alternatively, proof of service may be made by providing proof of delivery from overnight service or signed delivery receipt from the postal service.

19.3 If a notice or notification is received after 4:00pm on a Working Day or on a day that is not a Working Day, it is to be treated as having been received at 10:00am on the next following Working Day.

19.4 The addresses for sending notice is:***

20. Third party rights

20.1 A person who is not party to the Contract shall have no right under the Contracts (Rights of Third Parties) to enforce any provision of the Contract, except a person who is the permitted successor to or assignee of the Contract according to the provisions of Clause 14.

21. Governing Law and Jurisdiction

21.1 The Contract shall be governed by the substantive law of the State/Country of Supplier. State of Oregon, County of Marion

22. Confidentiality

22.1 The Parties agree that any information received from the other party in connection with the Contract that evidently or by its nature should reasonably be understood to be confidential, shall not be disclosed by the recipient to any third party without the prior written approval of the disclosing party, except to the extent (i) this is necessary for the receiving party to exercise rights and perform duties pursuant to the Contract, (ii) the information is available to the general public or later becomes publicly available other than through a breach of the Contract, (iii) the information is actually known to the receiving party on the date that such information is disclosed as evidenced by written records in existence prior to the date of the receipt, (iv) the information is

subsequently lawfully obtained by the receiving party from a third party or third parties, or (v) the information is independently developed by the receiving party prior to the disclosure.

23. Fair Labor Standards Act

23.1 When applicable, Supplier certifies that Goods furnished hereunder have been or will be produced in compliance with the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued there under. Supplier agrees that this statement may be considered as the written assurance contemplated by the October 26, 1949 amendment to said Act.

24. ENTIRE AGREEMENT

24.1 The Parties agree that this Contract is the complete and exclusive statement of agreement between the Parties relative to the subject matter. This Contract supersedes all proposals or prior agreements, written or oral, and all other communication between the Parties.

**City of Keizer, Attn: Bill Lawyer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

Xylem TotalCare Services, Attn: Ander Kramer
9025 SW
Twilath Sherwood Rd
Traskia OR 97062



THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

This Agreement has been executed in two (2) counterparts, of which the parties have received one (1) each.

AGREED TO:

SUPPLIER Xylem Water Solutions, USA, Inc.

Purchaser

BY Dave Olson
NAME Aftermarket sales
TITLE _____
DATE 2/2/18

BY _____
NAME _____
TITLE _____
DATE _____

SCHEDULE A

- 1 Schedule two (2) visits per year to perform services outlined herein.
- 2 Check electrical condition of insulation on power cable(s) and on all phases of the motor (in Meg Ohms).
- 3 Check for any loose or faulty electrical connections within the control panel.
- 4 Measure resistance between stator windings (in Ohms).
- 5 Check voltage supply between all phases of the electrical control panel.
- 6 Check voltage balance between all phases on the load side of the pump / mixer control panel with pump / mixer running (VAC).
- 7 Check amperage draw on all phases of the motor (in Amps).
- 8 Check condition and operation of the motor thermal protection control system (if equipped).
- 9 Removal of pump / mixer from the lift station for physical inspection.
- 10 Check condition of upper and lower shaft seals (inspect condition of motor / stator housing, if applicable).
- 11 Check condition and operation of leakage and bearing sensors (if equipped).
- 12 Inspect condition of oil in oil housing, and change if required.
- 13 Check for worn or loose impeller or propeller.
- 14 Check impeller wear rings (rotating & stationary), and change if required.
- 15 Check for any unusual noise in the upper and lower bearings.
- 16 Clean, reset and check operation of the level control system (if equipped).
- 17 Check for physical damage of power and control cables.
- 18 Check for correct shaft rotation.
- 19 Reinstall the pump / mixer and check operation (if liquid level in the station permits).
- 20 Test the pump / mixer operating cycle, under load (if liquid level in the station permits).
- 21 Check operation of valves and associated equipment.
- 22 All consumables are included in the services performed.
- 23 Any and all maintenance work is covered by this contract.
- 24 Travel costs are included for all visits as needed.
- 25 Priority service is included.
- 26 All labor is included at no additional charge.
- 27 All Genuine Flygt parts are included at no additional charge.
- 28 Parts for non-Flygt equipment at cost.
- 29 Repairs are under warranty for twelve (12) months from the date of the last repair.
- 30 All environmental fees for all inspections, maintenance and repairs is included.
- 31 If the pump needs to be rebuilt, the rebuild is included in this contract without additional charge.
- 32 All upgrades are provided without additional charge.

33 Pump rebuilds will be rebuilt back to factory specs with factory parts including any upgrades at no additional charge.

34 Any repairs needed from any inspection are included at no additional charge.

SCHEDULE B

NOT MENTIONED IN TERMS AND CONDITIONS. INTENTIONALLY LEFT BLANK.

SCHEDULE C
Exclusions

1. Electricity charges or Consequential claims and charges of any type.
2. Costs associated with malicious damage, vehicular damage, abuse of equipment, damage or deterioration of the pump chamber structure, switchgear enclosure, access covers or pipework/valves.
3. Callouts attributable to matters beyond our control including power failure, pipework blockages leading to or from the pump chamber.
4. Provision of tankage, desludging facilities, unless added to the contract on commencement.
5. Matters affecting the plant reliability notified in writing such as system abuse must be actioned within 21 days of report. Costs incurred as a result on no action being taken will be charged extra.
6. Full pump replacement.

The offer and acceptance by us of a TotalCare contract is conditional on equipment being in good order on contract commencement. A system inspection will be undertaken at this time. Any works necessary to bring the plant up to the required standard will be documented and a quotation provided.

CITY COUNCIL MEETING: February 20, 2018

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *RESOLUTION AUTHORIZING CITY MANAGER TO ENTER INTO CONTRACT WITH CASCADE GROUNDS, INC.*

The City previously contracted with Cascade Grounds, Inc. for right-of-way landscape maintenance. Such contract ended on November 30, 2017.

Staff issued a Request for Proposal from qualified firms to perform the street and right-of-way landscape maintenance services and vegetated stormwater facility maintenance services contract and three proposals were received.

The selection committee independently evaluated the proposals and recommends that the Council authorize the City Manager to enter into the street and right-of-way landscape maintenance services and vegetated stormwater facility maintenance services contract with Cascade Grounds, Inc.

RECOMMENDATION:

Adopt the attached Resolution.

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

ESJ/tmh
attachment

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2018-____

4
5
6 AUTHORIZING THE CITY MANAGER TO ENTER INTO THE CITY
7 OF KEIZER STREET AND RIGHT-OF-WAY LANDSCAPE
8 MAINTENANCE SERVICES AND VEGETATED STORMWATER
9 FACILITY MAINTENANCE SERVICES CONTRACT WITH
10 CASCADE GROUNDS, INC.

11
12 WHEREAS, Cascade Grounds, Inc. previously had a contract with the City for
13 street and right of way landscape maintenance;

14 WHEREAS, Cascade Grounds, Inc.'s contract ended on November 30, 2017 and
15 did not provide for further extensions;

16 WHEREAS, the City issued a Request for Proposals and three proposals were
17 received;

18 WHEREAS, the selection committee independently evaluated the proposals and
19 recommends that the Council enter into a contract with Cascade Grounds, Inc.;

20 WHEREAS, the City and Cascade Grounds, Inc. wish to enter into the Contract
21 attached hereto;

22 NOW, THEREFORE,

23 BE IT RESOLVED by the City Council of the City of Keizer that the City
24 Manager is authorized to enter into the City of Keizer Street and Right-of-Way
25 Landscape Maintenance Services and Vegetated Stormwater Facility Maintenance
26 Services Contract attached hereto on behalf of the City.

1 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
2 City Manager is authorized to take such further action as necessary.

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

5 PASSED this _____ day of _____, 2018.

6
7 SIGNED this _____ day of _____, 2018.

8

9

10

11

12

13

14

Mayor

City Recorder

**STREET AND RIGHT-OF-WAY LANDSCAPE
MAINTENANCE SERVICES AND VEGETATED STORMWATER
FACILITY MAINTENANCE SERVICES CONTRACT**

This Contract is between the CITY OF KEIZER, an Oregon municipal corporation (“City”) and CASCADE GROUNDS, INC. (“Contractor”).

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

The period of this Contract shall be March 1, 2018 to November 30, 2021. The City and Contractor may extend the Contract for two additional two-year terms upon mutual written consent of the parties.

2. Statement of Work.

The work required under this Contract is contained in the attached Scope of Services and the Standard Terms and Conditions for Standard Public Contracts. The Contractor shall comply in every way with the requirements of the Scope of Services and the Standard Terms and Conditions for Standard Public Contracts that are hereby made a part of this Contract by attachment and by this reference.

3. Consideration.

a. City shall pay Contractor \$3,550.00 each month from March through November each year for street and right-of-way landscape maintenance services, \$1,025.00 each month from March through November each year for vegetated stormwater facility maintenance services, and \$175.00 each month from March through November each year for Focal Point maintenance services. City and Contractor agree that this price is for the maintenance services and frequencies as outlined in the Scope of Services attached hereto. Contractor understands and agrees that additional service areas may be added and the City shall pay Contractor \$7.00 per square foot for street and right-of-way landscape maintenance services in addition to the monthly fee and \$6.00 per square foot for vegetated stormwater facility maintenance services in addition to the monthly fee. Contractor understands and agrees that no payment will be paid for the months of December, January or February each year.

b. Contractor will submit an invoice monthly within fourteen (14) days following services performed. Contractor understands and agrees that the invoice must be itemized with the fee for street and right-of-way landscape maintenance, the fee for the vegetated stormwater facility maintenance, and the fee for the Focal Point separate. Contractor shall submit one (1) paper copy report form provided by the City for each VSF system that lists the name of the system, a general report of the work completed, the condition of the system during the month and any pesticide application reporting. The VSFs will be identified using the ID names or numbers on the City-

provided map. The report will also list any conditions of concern, damages, and other issues along with actions taken. City shall pay Contractor within thirty (30) days of receipt of invoice and reports, providing that all work submitted for payment has been performed accurately and completely.

c. This Contract may be cancelled by City if sufficient funds are not available or authorized by the City Council (Standard Terms – Section 9.b.).

CITY OF KEIZER

CASCADE GROUNDS, INC.

By: _____
Christopher C. Eppley,
City Manager

By: _____
Bob Adams,
President

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Keizer City Attorney

**CITY OF KEIZER
STANDARD TERMS AND CONDITIONS FOR
STANDARD PUBLIC CONTRACTS**

1. Contractor is an Independent Contractor

a. Contractor shall perform the work required by this Contract as a suitable provider. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor shall ensure that the work is performed at the frequencies outlined in the Scope of Services attached hereto.

b. The Contractor represents and warrants that Contractor is an independent contractor and not an employee or agent of the City for any purpose, and shall obtain no rights to any employee benefits, which accrue, to City's employees. Interpreter 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.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this Contract.

d. Contractor is not eligible to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, retirement, any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this Contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without the prior written consent of the City.

3. No Third Party Beneficiaries

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

4. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Contract Documents

The Contract Documents, which comprise the entire Contract between the City and Contractor, include the Landscape Maintenance Services and Vegetated Stormwater Facility Maintenance Services Contract, Scope of Services and Standard Terms and Conditions for Standard Public Contracts.

All exhibits, schedules and lists attached to the Contract Documents shall be deemed a part of the Contract Documents and incorporated herein, where applicable, as if fully set forth herein.

6. Contractor's Representations

By executing this Contract, the Contractor hereby represents that:

- a. Contractor has familiarized itself with the nature and extent of the Contract Documents, project work, site, locality, general nature of work to be performed by City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.
- b. Contractor will be responsible to perform the work in a manner to comply with all state and federal requirements, including ADA, Civil Rights Act, OSHA, and EEO requirements.
- c. Contractor will be responsible for all traffic control needed to perform the work and must wear safety vests at all times and use safety cones as required. All traffic control measures shall comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- d. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.
- e. Contractor shall perform services in a manner to maintain established plant health and minimize damage to the vegetated stormwater facility system and the landscape and right-of-way maintenance areas.

- f. Contractor agrees that the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the project work.
- g. Contractor shall use care around irrigation systems and any damage in the work areas should be reported to the City within 72 hours.
- h. Contractor shall report any unusual activity and illicit discharges (oil, paint, grey water, other potentially hazardous substances, etc.) to City immediately. In addition, Contractor shall carry a spill kit at all times.
- i. Contractor will supply and maintain all equipment necessary to accomplish the work under this Contract.
- j. Contractor shall report to the City within 72 hours if anything unusual is noted during field work.
- k. Contractor shall not refuel or repair equipment within at least 25 feet from receiving waters and stormwater facilities.
- l. Contractor shall only use post and pre-emergent applications as allowed by guidelines provided by the City. Contractor shall remove any spilled pesticide or fertilizer from impervious surfaces surrounding the facility by sweeping or hosing the material back into the facility as long as the quantity will not be harmful to the vegetation. If the quantity would be harmful to the vegetation, then Contractor shall remove the spilled pesticide or fertilizer from impervious surfaces using a spill kit. No material shall be intentionally deposited outside the facility for which it was intended.

7. Notice to Proceed

Notice to Proceed will be given by the City after the Contract has been executed and all required insurance documents approved. The Contractor shall commence the project work within five (5) days of the date of the Notice to Proceed.

8. Suspension of the Work

The City, and its authorized representatives, may suspend portions or all of the project work due to causes including, but not limited to:

- a. Failure of the Contractor to correct unsafe conditions;
- b. Failure of the Contractor to carry out any provision of the Contract;
- c. Failure of the Contractor to carry out orders;

- d. Conditions, in the opinion of the City, which are unsuitable for performing the project work;
- e. Allowance of time required to investigate differing site conditions;
- f. Sufficient funds not available;
- g. Any reason considered to be in the public interest.

The Contract time will not be extended, nor will the Contractor be entitled to any additional compensation if the work is suspended pursuant to subsections (a), (b) (c) or (f). If work is suspended pursuant to subsections (d) or (e), the Contract time may be extended and the Contractor may be entitled to additional compensation, depending on all relevant circumstances in the reasonable discretion of the City. If the project work is suspended pursuant to subsection (g), the Contractor is entitled to a reasonable extension of the Contract time and reasonable compensation for all costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs.

9. Early Termination

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The City may terminate the Contract in whole or in part whenever the City determines that termination of the Contract is in the best interest of the public, including sufficient funds not being available. The City will provide the Contractor seven (7) days prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances shall Contractor be entitled to lost profits due to termination.
- c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

10. Payment on Early Termination

- a. If this Contract is terminated under 9(a), 9(b) or by Contractor under 9(c), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.

b. If this Contract is terminated by the City under 9(c), then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in Section 11, Remedies.

11. Remedies

a. In the event of termination by the City under 9(c), then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the reasonable excess within thirty (30) days of demand.

b. The remedies provided to the City under Section 9, Section 10 and Section 11 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

c. In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in Sections 9(c) and 10(a).

12. Access to Records

Contractor shall maintain and the City, and its authorized representatives, shall have access to all books, documents, papers and records of Contractor which relate to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

13. Ownership of Work

All work products of the Contractor, including background data, documentation and staff work that is preliminary to final reports, which result from this Contract are the property of City. Use of any work product of the Contractor for any purpose other than the use intended by this Contract is at the risk of the City.

14. Compliance with Applicable Law

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this Contract, including, without limitation, ORS chapter 279, 279A, 279B, and 279C and are incorporated herein by this reference as though fully set forth. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

15. Recycle/Compost Yard Waste Material

Contractor shall be responsible for the proper removal and disposal removed from the areas of services. Contractor shall salvage, recycle, compost or mulch yard waste material at an approved disposal site, if feasible and cost-effective. Directing or placing debris or materials into a ditch, waterway or the right-of-way is strictly prohibited.

16. Progress Payments

The Contractor shall submit a monthly invoice for services rendered to the City. The Contractor shall invoice only for services rendered. The invoice(s) shall be delivered to:

Finance Department
City of Keizer
PO Box 21000
Keizer, OR 97307

The invoice must show the name, address, and telephone number of Contractor, invoice number, billing period, work performed (street and right-of-way landscape maintenance, vegetated stormwater facility maintenance, and the Focal Point must be separate), and amount due.

Contractor shall also submit with the invoice one (1) paper copy report form provided by the City for each VSF system that lists the name of the system, a general report of the work completed, the condition of the system during the month and any pesticide application reporting. The VSFs will be identified using the ID names or numbers on the City-provided map. The report will also list any conditions of concern, damages, and other issues along with actions taken.

Payment shall not exceed \$4,750.00 per month for nine (9) months per year as outlined in this Contract without the prior approval of the City. Total payments to Contractor shall not exceed the amount specified in the Contract without prior written approval of the City. City shall add services only by written instruction and the above payment amount shall be increased per square foot charge as outlined herein. Payment will be made as promptly as the ordinary payment procedure of the City will permit.

17. Change Orders

The Contractor agrees to complete this Contract in accordance with the attached Scope of Services, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event of failure to so agree, the City may then proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party shall in no way relieve either the Contractor or City of this Contract and neither will such action be cause for collection of damages by either party to the Contract, one from the other.

18. Inspection and Acceptance

Inspection and acceptance of all work required under this Contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

19. Indemnity

a. Except for the professional negligent acts covered by Paragraph 19.b., Contractor shall defend and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

b. Contractor shall defend and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract.

20. Insurance

Contractor shall procure and maintain at its own expense, during the life of this Contract, property and personal injury liability insurance in the amount of \$1,000,000.00 for property damage and per person bodily injury and no less than \$2,000,000.00 for any number of claims arising out of a single accident or occurrence. Contractor shall also procure and maintain at its own expense, automobile liability insurance in an amount of \$1,000,000.00. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to the City in writing. Contractor must provide the City with a certificate of insurance evidencing the insurance within five (5) days from Contractor's execution of this Contract. The certificate of insurance must include the following language: "The City of Keizer, its officers, agents, contractors, and employees are named as additional insured."

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

21. Notices

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

CITY:

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

CONTRACTOR:

Bob Adams
Cascade Grounds, Inc.
1445 Bartlett Hill Ct NW
Salem, OR 97304

22. Waiver

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

23 Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

24 Governing Law

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of Keizer, Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Marion County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

25 Severability

If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

26 Attorney's Fees

If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

27 Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Landscape Right of Way Maintenance
Scope of Services
For Contract Period

Services to be provided from March through November of each year. Post and pre-emergent applications, keep landscape weed and litter free, after flower bloom maintenance (bulbs), street tree maintenance (sucker limbs), leaf clean up and lawn mowing.

Turf Care:

Mowing: Twice per month for right of way areas, and per schedule listed for Focal Point.

Fertilizing: High grade, slow release fertilizer applied twice per year to ensure healthy and green turf including Focal Point.

Trees and Shrubs:

Pruning: All shrubs and ground covers to be pruned 1-2 times per year, depending on the plant variety to keep the plant appearance tight and neat. Spot pruning at intersections shall occur as needed throughout the year to prevent vision hazards.

Shrubs should not extend past the sidewalk or curb.

Trees limbs shall be kept pruned to a minimum height of 8 feet above sidewalks and 13 feet above streets. All sucker limbs shall be removed.

Fertilizing: Trees and shrubs will be fertilized once per year.

Leaf Removal: Leaf clean up twice a month, March through November, to maintain a neat and orderly appearance.

Bed Clean Up: Ongoing debris clean up twice per month, including flower bloom maintenance and litter removal, to maintain a neat and orderly appearance.

AREAS OF SERVICES

-Chemawa Road NE – both sides from just east of Fire dept. to Claggett Creek Park (planter strips and islands) note: ****exclude mowing grass strip in front of City Hall.***

Twice per Month Service

-Dearborn Ave. NE – south side from 592 Dearborn Ne to 12th Ave. Ne and on the north side from 667 Dearborn Ne to 13th Ave. Ne (planter strips)

Twice per Month Service

-Keizer Station Blvd – from Lockhaven on the east side of Keizer Station Blvd. to the back side of Target and from Lockhaven on the west side of Keizer Station Blvd. to Tepper Ln. (wide areas, islands and planter strips and all areas between curb and sidewalk) nothing behind the sidewalk.

Twice per Month Service

-Cherry Ave. – from Manbrin Dr. on the east side to Candlewood Dr. and from Manbrin Dr. on the west side to Cade Ave. (planter strips and landscape islands *one on the north end of Cherry and one on the south end by the Salem Parkway)

Twice per Month Service

-Sam Orcutt Way – River Road to Cherry Ave. (planter strips on both sides)

Twice per Month Service

-Lockhaven Dr. N – McClure to Windsor Island Rd. (mow planter strips on both sides)

Twice per Month Service

-Lockhaven Dr. NE – McLeod Lane to R/R Tracks (planter areas on both sides)

Twice per Month Service

-SW corner Lockhaven Dr. & River Rd. (planter strip along River Rd. (115') and planted area behind sidewalk) also Water Feature by 7-11.

Twice per Month Service

-River Road & Wheatland Rd. - Landscaped Island.

Twice per Month Service

-Focal Point at S.W. corner of River Rd. and Chemawa Rd.

Weekly Service (Mar. – Jun.) Biweekly Service (Jul. – Nov.)

Needs to be separated out for billing purposes (General Fund)

Vegetated Stormwater Facility (VSF)
Scope of Services
For Contract Period

Services to be provided from March through November of each year. Keep VSFs weed and litter free, plants and grasses pruned, trees maintained and leaf clean up as needed. Post and pre-emergent applications are allowable in VSF's following guidelines provided by the City.

Bed Clean Up: Weeding and ongoing debris clean up, including litter removal to maintain a neat and orderly appearance. Twice per month.

Trees and Plants:

Pruning: All plants to be pruned 2-3 times per year, depending on the plant variety to keep the plant appearance appealing. Spot pruning at intersections shall occur as needed throughout the year to prevent vision hazards.

Shrubs should not extend past the sidewalk or curb.

Trees limbs shall be kept pruned to a minimum height of 8 feet above sidewalks and 13 feet above streets. All sucker limbs shall be removed.

Leaf Removal: Leaf clean up twice a month, March through November, to maintain a neat and orderly appearance.

Curb cut inlets: Curb inlets to be kept free of material build up, once a month or more if needed.

VSF AREAS OF SERVICES

All VSF Areas shall be maintained no less than twice per month.

- Aldine Ct.
- Candlewood
- Chemawa Rd. N. – A
- Chemawa Rd. N. – B
- Chemawa Rd. N. – C
- Chemawa Rd. N. – D
- Chemawa Rd. N. – E
- Chemawa Rd. N. – F

- Claggett Ct.
- Joan Dr.
- Lacey – A
- Lacey - B
- Lydia & Willow Leaf – A
- Lydia & Willow Leaf - B
- Roundabout (Chemawa & Verda)
- Sieberg
- Wheatland/Farmland Ln.
- 5th Ave N.

See attached drawings for specific locations.



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Date: 1/4/2018

User Name: johnsonb



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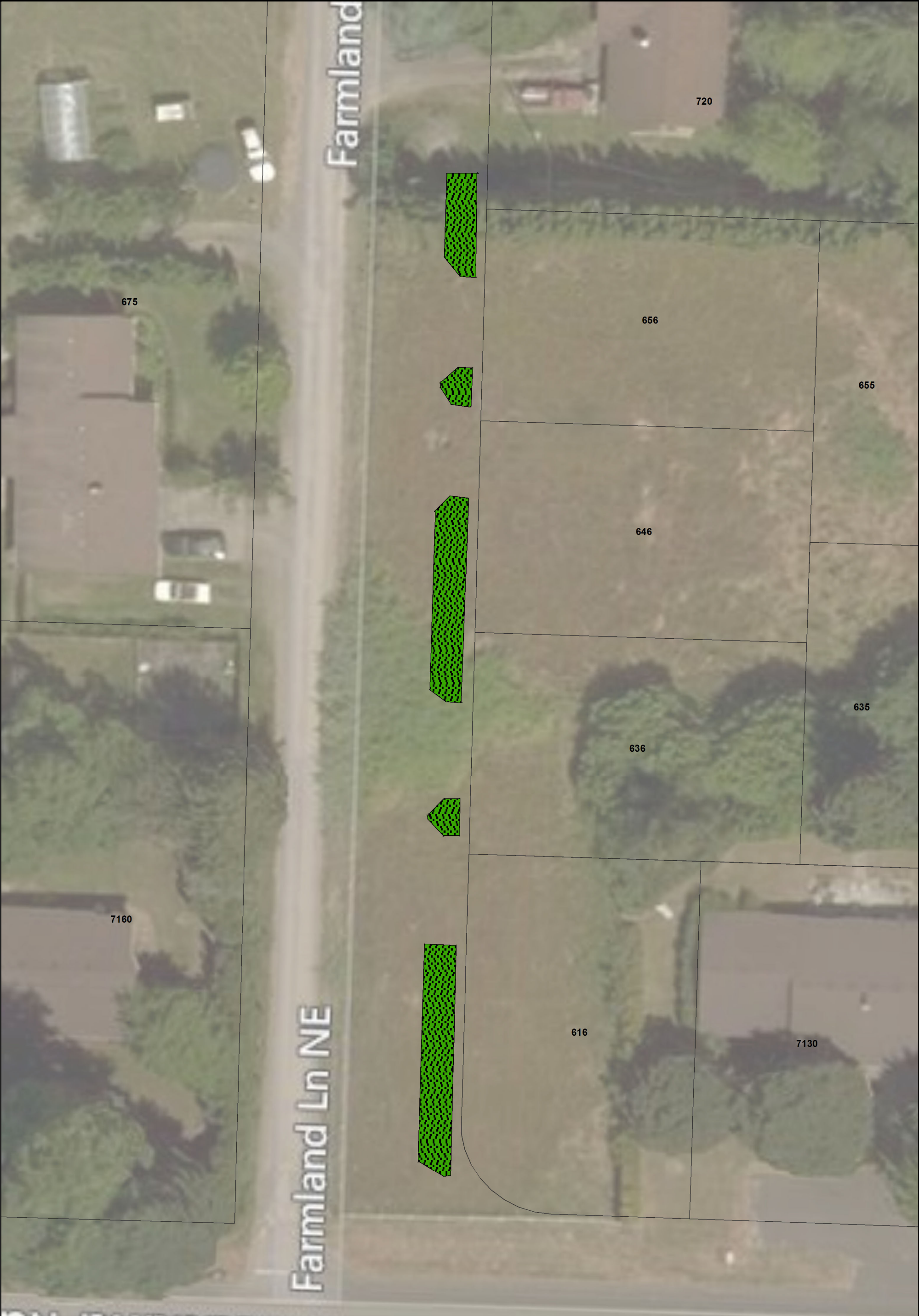
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CITY COUNCIL MEETING: February 20, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: PARKS MOWERS PURCHASE

DATE: February 12, 2018

BACKGROUND:

The implementation of the Parks Fee provides additional funding for the Parks system to increase the level of maintenance throughout the system, replace certain amenities in the system, additional staff and replacement and additions to the vehicles and equipment used by the Parks Division.

Staff worked closely with the Parks Advisory Board to establish priorities to be addressed with the additional funding and determined additional staff, vehicles and equipment were the highest priority. Staff determined the need to add 2 new mowers to the equipment inventory. These mowers will enable the 2 additional employees to perform necessary maintenance activities system wide in the most efficient manner.

The mowers selected are Hustler 72" zero turn models and are similar to the one 60" Hustler zero turn mower currently in use. The mowers are priced at \$12,528.60 each and include mulch kits and semi-pneumatic front tires.

Staff researched pricing for this vehicle and determined procurement through the Oregon Cooperative Procurement Program (ORCPP) provided the best price to the City. Purchase of these mowers will be from Keizer Outdoor Power for a total cost of \$25,057.20.

FISCAL IMPACT:

Funds are available in the FY 17/18 Parks Services Fund.

RECOMMENDATION:

Staff recommends City Council adopt the attached Resolution authorizing the City Manager to purchase 2 Hustler 72" Zero Turn mowers from Keizer Outdoor Power for a total purchase price of \$25,057.20

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

AUTHORIZING THE CITY MANAGER TO PURCHASE TWO
HUSTLER 72" ZERO TURN MOWERS FOR THE PARKS
DIVISION OF THE PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Keizer has funds budgeted in the 2017-2018 parks
services fund to purchase two new mowers for use by the Parks Division;

WHEREAS, the City has determined procurement through the Oregon
Cooperative Procurement Program (ORCPP) provided the best price of \$12,528.60 each
from Keizer Outdoor Power;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is hereby authorized to purchase two Hustler 72" zero turn mowers from Keizer
Outdoor Power for a net purchase price up to \$25,057.20.

BE IT FURTHER RESOLVED that the City Manager is authorized to take any
and all necessary acts to effectuate the purchase of the two Huster 72" zero turn mowers.

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

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

Mayor

City Recorder

CITY COUNCIL MEETING: February 20, 2018

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: APPOINTING MUNICIPAL COURT JUDGE PRO TEM

The City Charter and Ordinance establishing the Municipal Court provide for Municipal Court Judge Pro Tems in the event that the Presiding Municipal Court Judge cannot fulfill his duties for any reason. The Presiding Municipal Court Judge makes recommendations to the Keizer City Council and the City Council makes the appointments.

There is only one Municipal Court Judge Pro Tem remaining that has been appointed by the Council. Occasionally, both the Presiding Municipal Court Judge and the appointed Municipal Court Judge Pro Tem are unavailable at the same time. Therefore, it is appropriate that an additional Municipal Court Judge Pro Tem be appointed.

I have attached a resume from John T. Mercer. As required under the City Charter and Ordinance, Municipal Court Judge A. Carl Myers is recommending John T. Mercer be appointed as Municipal Court Judge Pro Tem and that John H. Case be reappointed as Municipal Court Judge Pro Tem.

RECOMMENDATION:

Adopt the attached Resolution appointing Municipal Court Judge Pro Tems.

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

ESJ/tmh

John T. Mercer

Objective

To assist a Municipal Court as a part time Pro Tem Judge.

Education

JURIS DOCTOR, 1977

LEWIS AND CLARK LAW SCHOOL, NORTHWESTERN SCHOOL OF LAW

Lake Oswego, Oregon

Undergraduate education information will be provided as requested.

Experience

PRESIDING JUDGE

BEAVERTON MUNICIPAL COURT

BEAVERTON, OREGON

Serving as Municipal Judge beginning part time in 1996. Retiring December 31, 2017 as full time Presiding Judge for the Beaverton Municipal Court. The court is a full time court handling a busy caseload of violations, crimes and city code matters.

Period of part time law practice early on with part time judge duties. Also serve part time as Municipal Judge during this time with the City of Newberg.

DISTRICT ATTORNEY FOR YAMHILL COUNTY

MCMINNVILLE, OREGON

Began as a Deputy District Attorney in 1979. Served as the District Attorney for the final four years from 1992 to 1996.

Other Activities

Board Member, Governor's Advisory Committee on DUII, Salem, Oregon. Currently serving as a Board Member.

Board Member, Oregon Municipal Judge's Association. Currently serving on the Board with term set to end this year.

Board Member, Fairhaven Recovery Homes. This is a private non-profit providing clean and sober living homes in the Portland metropolitan area.

References will be promptly and gladly supplied.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2018-_____

4
5 APPOINTING MUNICIPAL COURT JUDGE PRO TEM

6
7 WHEREAS, the City Council by Resolution has previously appointed Municipal
8 Court Judge Pro Tems;

9 WHEREAS, John H. Case is the only remaining appointed Municipal Court Judge
10 Pro Tem willing to serve;

11 WHEREAS, the City Council desires to remove all previous appointed Municipal
12 Court Judge Pro Tems;

13 WHEREAS, the City Charter and Ordinance No. 89-144 allow the Presiding
14 Municipal Court Judge to make recommendations to the Council on the appointment of
15 Municipal Court Judge Pro Tems;

16 WHEREAS, based upon the recommendation of Municipal Court Judge A. Carl
17 Myers, the Keizer City Council has determined that John H. Case and John T. Mercer are
18 qualified to be Municipal Court Pro Tems and are willing to serve in that position;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that all previous
21 appointed Municipal Court Judge Pro Tems are removed.

1 BE IT FURTHER RESOLVED that John H. Case and John T. Mercer are
2 appointed as Keizer Municipal Court Judge Pro Tems pursuant to the City Charter and
3 Ordinance No. 89-144.

4 BE IT FURTHER RESOLVED that until further City Council Resolution, the
5 appointment of John H. Case and John T. Mercer as Keizer Municipal Court Judge Pro
6 Tems shall remain in full force and effect.

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

9 PASSED this _____ day of _____, 2018.

10

11 SIGNED this _____ day of _____, 2018.

12

13

14

Mayor

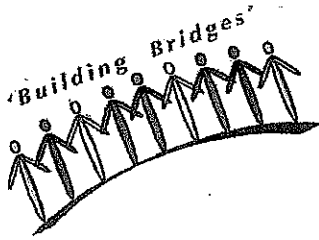
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17

City Recorder

Written Communications/Testimony and Submitted Documents



L.A.C.
Latinos en Accion Committee
"Promoting and embracing Latino Successes"



- We are a group of Bilingual retired educators and community leaders
- Our vision is to manifest Latino representation possibilities
- Our goal is to inform, encourage and support active participation and representation of Latinos at all levels of educational and civic affairs.

May Event:

- 1st. Annual Latino Recognition Scholarship Reception
- A reception to honor and recognize Latino graduating seniors and their families for their great accomplishment.
- Scholarships, certificates and raffle items
- Place: Civic Center, Keizer
- When: May 10th
- Time: 7:00-~~8:00~~ ^{8:30} p.m.

Contact information: L.A.C. members:

Aurora Cedillo: _____

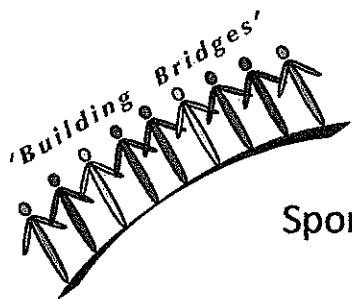
Jose Dominguez: _____

Arturo & Olga Gloria: _____

Roland Herrera: _____

Ulises Rodriguez: _____

Email: latinosenaccioncommittee@gmail.com



2018 Latino Recognition Scholarship

Sponsored by group of Bilingual Retired Educators and
Community Leaders



"Promoting, celebrating and embracing Latino success"

Criteria:

- Latino/Hispanic graduating senior from McNary High School
- Current or former Bilingual, Migrant and/or ESL student

Scholarship Amount: Varies

Name: _____

Address _____

Contact Phone Number: _____

In 200 words or less write a brief description of yourself and your future plans or endeavors. (It may be hand written or typed.)

Deadline: March 16, 2018

Mail completed application to: L.A.C. Committee, c/o Jose Dominguez, 606 Dearborn Ave. NE, Salem, Oregon 97303 or email it at: latinosenaccioncommittee@gmail.com