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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, April 18, 2022

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. Presentation – Liberty House (Alison Kelley and Kyle Tarr)

5. COMMITTEE REPORTS

a. Community Diversity Engagement Committee Appointment – Councilor Herrera

b. Formation of Keizer Library Work Group

6. PUBLIC COMMENTS

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

7. PUBLIC HEARINGS

a. Town and Country BBQ Liquor License Application – Change of Ownership/Trade Name (continued from April 4, 2022)

b. RESOLUTION - Exemption of Shade Sails Column Post Extensions and Replacement of Sails for the Big Toy at Keizer Rapids Park Contract From Competitive Bidding and Awarding Contract to North Sails Oregon LLC

8. ADMINISTRATIVE ACTION

a. Greater Gubser Neighborhood Association Annual Report

b. Keizer Rotary Amphitheatre Fee Waiver Request – Girls on the Run

9. **CONSENT CALENDAR**

- a. **RESOLUTION** – Authorizing the Mayor to Sign the First Amendment to Municipal Judge Services Contract
- b. **RESOLUTION** – Authorizing City Manager to Sign Amendment 31 to Intergovernmental Agreement with the State of Oregon for Vending Services
- c. Approval of April 4, 2022 Regular Session Minutes
- d. Approval of April 6, 2022 Work Session Minutes

10. **OTHER BUSINESS**

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

11. **STAFF UPDATES**

12. **COUNCIL MEMBER REPORTS**

13. **AGENDA INPUT**

May 2, 2022
7:00 p.m. - City Council Regular Session

May 9, 2022
6:00 p.m. – Keizer Budget Committee Meeting

May 10, 2022
6:00 p.m. – Keizer Budget Committee Meeting

May 16, 2022
7:00 p.m. – City Council Regular Session

14. **ADJOURNMENT**

COUNCIL MEETING: April 18, 2022

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: WES HARE
CITY MANAGER**

SUBJECT: LIBERTY HOUSE PRESENTATION

Background:

Kyle Tarr, Liberty House Prevention Program Director and Alison Kelley, Liberty House Chief Executive Officer have requested time on the agenda during Child Abuse Prevention Month to give a short presentation on the work the Liberty House performs.

COUNCIL MEETING: April 18, 2022

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: WES HARE
CITY MANAGER**

**SUBJECT: COUNCILOR HERRERA APPOINTMENT TO COMMUNITY DIVERSITY
ENGAGEMENT COMMITTEE**

Background:

The City Council created the Community Diversity Engagement (CDE) Committee in November 2021. Members of the City Council announced their appointments to the Committee in December. On March 31, 2022 Claire Snyder, Councilor Herrera's Committee appointment submitted her resignation. Councilor Herrera will announce a new appointment to fill this vacancy on the Committee.

To: Keizer City Council

From: Mayor Cathy Clark

Re: Establishment of the Keizer Library Work Group

April 13, 2022

On April 6, 2022, the Keizer City Council met in a work session to receive and discuss information from the Keizer Community Library, Chemeketa Cooperative Regional Library System (CCRLS), Oregon State Library (OSL) and local library directors from Dallas and Silver Falls.

The topic was the conversion of the Keizer Community Library into Keizer Public Library.

Keizer Community Library demonstrated significant work completed to meet nearly all the criteria to qualify as a Public Library. In addition, they discussed the feasibility of accomplishing the transition within the space they currently occupy in the Keizer Heritage Center since book collections are shared throughout the CCRLS and do not have to be duplicated. They highlighted the recent remodel, addition and expansion of bilingual reading materials, and the free library cards. They also have hired a ½ time librarian, as the work load to be open seven days a week is too much for the all-volunteer organization to sustain.

John Hunter, CCRLS Executive Director, presented information on the requirements, updates to bylaws to align with the application process recently completed by Grand Ronde, and the unanimous vote by existing members to welcome and encourage Keizer to become a member. He discussed the services, equipment and library collection that would be available to Keizer residents. He also confirmed that the property taxes that Keizer residents already pay for CCRLS would be able to be directed back into Keizer through the Keizer Library. That would be about \$75,000 of taxes we already pay being used to provide services in Keizer.

Darci Hanning, Oregon State Library public library consultant, presented information on support and training that a Keizer Public Library would be eligible to receive. She also answered questions about OSL requirements for Public Library designation. Oregon Library Association guidelines are not licensure standards but recommendations.

Both OLA and CCRLS confirmed that public libraries do not meet all the guidelines and are not expected to. The threshold is a “preponderance” (more than 50%) of the standards with room for reasonableness in how they are applied for each library.

Several community members testified regarding the need for our library to increase level of service, accessibility, equity, and literacy through becoming a public library. Former Mayor Lore Christopher emphasized that a vote on costs to Keizer residents to sustain a public library was needed.

In order to work through the details for the conversion of Keizer Community Library into Keizer Public Library, I am establishing a Council Work Group to gather all pertinent information for budgets and requirements for becoming a sustainable public library, working with Keizer Community Library, CCRLS and OSL, to bring a recommendation to Council.

I am appointing Councilors Laura Reid, Dan Kohler and Shaney Starr to this Work Group.

CITY COUNCIL MEETING: April 18, 2022

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: WES HARE
CITY MANAGER**

**SUBJECT: TOWN AND COUNTRY BBQ LIQUOR LICENSE APPLICATION –
CHANGE OF OWNERSHIP AND TRADE NAME**

BACKGROUND:

On March 9, 2022 the City received an application for a change of ownership and trade name for the liquor license at Town and County Lanes located 3500 River Road N, Keizer, Oregon. The application is for a limited on-premises sales license.

The Public Hearing was opened on April 4, 2022 and continued to this date to complete the review of the application. The Keizer Police Department reports one of the co-applicants has a background that is in violation of Section B (4) of Ordinance No. 2010-623 (violation of liquor laws or any felonies). A copy of the Ordinance is attached. Because of the confidentiality restrictions with criminal histories, we have been advised to not release details.

RECOMMENDATION:

Based on advice of the City Attorney, the City Manager recommends not submitting a formal recommendation to the Oregon Liquor Control Commission.

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BILL NO. 602

A BILL

ORDINANCE NO.

2010-623

FOR

AN ORDINANCE

AN ORDINANCE ESTABLISHING A PROCEDURE FOR LIQUOR LICENSE REVIEW AND THE CITY COUNCIL RECOMMENDATION TO THE OREGON LIQUOR CONTROL COMMISSION; REPEALING ORDINANCE NO. 2009-584

WHEREAS, community members have a right to live in an environment which is clean, safe and free from unlawful activities, noise and disturbances; and

WHEREAS, community members have a right to be protected from irresponsible drinking acts of individuals and irresponsible promotion and distribution activities; and

WHEREAS, business owners have a responsibility to contribute to, rather than jeopardize, the well-being of the community; and

WHEREAS, liquor licensees should promote, sell and serve alcohol in a responsible manner which minimizes the risks associated with its use, and should work in a partnership with the community to improve community livability; and law enforcement and licensing agencies should ensure that all premises licensed to sell or dispense alcoholic beverages operate within federal, state and local laws and regulations; and

WHEREAS, the City of Keizer’s liquor license recommendation process should ensure that all liquor outlets meet the high expectations of this community, should offer licensees the opportunity to maintain these levels of expectation, and should be outlined by ordinance;

NOW, THEREFORE,

The City of Keizer ordains as follows:

1 Section 1. Title and Purpose. This Ordinance shall be known and may be cited as
2 the "Liquor License Review Ordinance," and may also be referred to herein as "this
3 Ordinance."

4 The purposes of this Ordinance are to establish criteria which shall be considered by
5 the City Council, the City Manager, and the Chief of Police in making recommendations to
6 the Oregon Liquor Control Commission (OLCC) concerning granting, denying,
7 modifying, or renewing all liquor licenses for premises within the city limits and to
8 establish a process to be utilized for the investigation of such license applicants for the
9 purpose of making such recommendations that is fair, effective, and efficient. This
10 Ordinance is necessary to ensure that all premises licensed to sell and dispense liquor in
11 any form meet the high expectations of this community and that all such businesses are
12 conducted in a lawful manner that does not unreasonably disturb the peace and tranquility
13 of this city and its neighbors.

14 Section 2. Definition. For purposes of this Ordinance, the following definitions
15 shall apply:

- 16 1. "City Manager" means the person holding the position of City Manager or
17 any officer or employee of the City of Keizer delegated or assigned any or
18 all of the tasks of the City Manager herein.
- 19 2. "Application" means the written request to the City Manager to grant,
20 modify, or renew a liquor license.
- 21 3. "Commission" means the Oregon Liquor Control Commission.
- 22 4. "Special License" means a temporary license issued by the Commission
23 pursuant to ORS 471 and 472 for the purposes of serving beer, other malt
24 beverage, wine or similarly regulated fermented beverage in exchange for
25 some financial consideration and as part of a picnic, convention, fair, civil

1 or community enterprise or similar special event, such as a spectator sports
2 event, musical concert or festival, and for which approval by the City must
3 be obtained.

4 Section 3. License Application. Any person or business requesting a City
5 recommendation to the Commission on a liquor license application shall make application
6 upon forms furnished by the Commission. City shall accept applications for OLCC liquor
7 licenses only when the following conditions are met:

- 8 1. All required OLCC license application and identification forms are properly
9 completed and in order; and
- 10 2. The application shall be accompanied by the appropriate non-refundable fee
11 specified as follows:
 - 12 a. In the case of an original application - \$100.00.
 - 13 b. For a change in ownership, change in location, or change in privilege
14 application - \$75.00.
 - 15 c. Except as provided in subsection (d) of this section, for renewal and
16 temporary license applications - \$35.00.
 - 17 d. For Special License applications - \$35.00. If the applicant for a Special
18 License can demonstrate that it is organized and operating as a non-
19 profit organization, no application fee to the City shall be required.

20 Section 4. Temporary License Applications and Special License Applications.
21 Temporary License Applications and Special License Applications can be processed
22 administratively after the fee and application forms described in Section 3 are received.
23 After due consideration of all pertinent information, the Chief of Police shall make a
24 recommendation to the Commission. The recommendation shall be based on substantial
25 evidence relative to the criteria in this Ordinance, state statutes and the public health, safety

1 and welfare. The Chief of Police may attach reasonable conditions upon the
2 recommendation, which conditions shall be consistent with the purposes of this Ordinance.

3 Where the Chief of Police recommends approval of an application, the Chief of Police
4 shall cause the applicant to be notified of the recommendation. Where the Chief of Police's
5 recommendation is for denial or otherwise adverse to the applicant, it may be appealed to
6 the City Council in accordance with the procedures provided in this Ordinance.

7 Section 5. City Manager's Duties. The City Manager shall maintain a record of
8 all applications. The City Manager shall coordinate and conduct an investigation of each
9 application (except temporary license applications and Special License applications) for the
10 purpose of determining what recommendation shall be made by the City Manager to the
11 City Council. The investigation may include those subjects contained in the ordinances of
12 the City of Keizer, as well as the statutes of the State of Oregon. The City Manager may
13 require the applicant to supply any relevant additional information to determine the
14 qualifications of the applicant. The City Manager will provide a copy of all applications to
15 the Keizer Police Department, which will investigate and report on each application. The
16 police department reports shall be made a part of the City Manager's recommendation.
17 Upon completion of the review for all applications except temporary licenses and Special
18 Licenses, the City Manager shall make a recommendation to the City Council.

19 Section 6. City Council Recommendation Procedures.

20 1. For renewals of existing licenses, notice shall be published in a newspaper
21 of general circulation of the list of renewals not less than fourteen (14) days
22 before the Council hearing. The notice shall also be placed on the City's
23 website fourteen (14) days prior to Council's consideration. The notice
24 shall provide that written objections shall be filed no less than seven (7)
25 days prior to the Council hearing. Objections regarding renewals shall be

1 forwarded to the appropriate licensee no less than five (5) days prior to
2 Council consideration to allow the licensee to consider such objections and
3 attend the Council hearing.

4 2. For new licenses for liquor serving establishments, the City Manager by
5 regular mail shall notify property owners within 200 feet of the outlet, and
6 the neighborhood association(s) with jurisdiction for the outlet location, of
7 the application and allowing those property owners and neighborhood
8 association(s) not less than fourteen (14) days from the date of mailing of
9 such notification to file a written response with the City Manager stating
10 their position concerning such application.

11 3. The City Manager shall place the license hearing on the City Council
12 calendar not sooner than fourteen (14) days after the date of mailing notice
13 of such hearing on the application to the applicant and the affected
14 neighborhood association(s) for new applications and not sooner than
15 fourteen (14) days after the date of published notice for renewal
16 applications.

17 4. Prior to a City Council hearing on the application, the new outlet applicant
18 will be notified of the time, date and place of the hearing, of the City
19 Manager's recommendation to the City Council, of the right to be heard at
20 the City Council hearing and of the contents of this Ordinance regarding
21 procedures and recommendations. Where a recommendation from the City
22 Manager is not favorable, it shall be the City Manager's responsibility to
23 provide the applicant with any reports relied upon in making the
24 recommendation.
25

1 **Section 7. Hearing Requirements.**

2 1. For all applications for which City Council approval is required under this
3 Ordinance, a public hearing shall be held.

4 2. Notice of a public hearing before the City Council shall be given in the
5 following manner:

6 a. The notice shall contain the business name of the applicant, the
7 location of the business, the nature of the license applied for, and the
8 time and location at which the hearing will take place.

9 b. Notice shall be mailed to the applicant or applicant's agent at the
10 address shown on the application not less than fourteen (14) days
11 before the date set for the hearing.

12 c. Notice shall be published in a newspaper of general circulation in the
13 city not less than fourteen (14) days before the date set for the
14 hearing.

15 3. The public hearing shall be conducted as follows:

16 a. The City Manager shall present the City Manager's report. Any
17 other written or oral evidence which is supportive of the City
18 Manager's recommendation may also be presented at this time.

19 b. The applicant may present evidence and/or witnesses in support of
20 the application.

21 c. Interested members of the public shall be given an opportunity to
22 present evidence or testimony bearing upon the application, whether
23 such evidence is supportive or adverse to the application.

24 d. The applicant shall be afforded an opportunity to rebut evidence
25 presented in opposition to the application.

1 e. Any relevant evidence shall be admitted, if it is the type of evidence
2 on which reasonable persons are accustomed to rely upon in the
3 conduct of their serious affairs, regardless of the existence of any law
4 or rule which might make improper the admission of such evidence
5 over objections in civil actions in courts of competent jurisdiction in
6 this state. Evidence of past transactions and occurrences shall not be
7 excluded solely on the basis of having occurred in the past and may
8 be relied upon by the City Council in making its recommendation.
9 However, irrelevant and unduly repetitious evidence shall be
10 excluded.

11 Section 8. Standards and Criteria. The City Council shall make its
12 recommendation for approval, denial, or modification of the liquor license application
13 within 45 days after notice is given to the City by the Commission based upon the City
14 Council's evaluation of the relevant standards and criteria, as set forth herein. An
15 unfavorable or conditionally favorable recommendation must be supported by reliable
16 factual information which includes, but is not limited to, personal observations of activities
17 in or around the proposed licensed locations, as opposed to opinion, hearsay, feelings,
18 beliefs or speculation.

19 The applicant shall be held strictly accountable for the conditions of the premises.
20 The City Council may recommend against the applicant if any of the following conditions
21 exist:

- 22 1. The applicant is in the habit of using alcoholic beverages, habit-forming
23 drugs or controlled substances to excess.
- 24 2. The applicant has made false statements to the Commission.

25

- 1 3. The applicant is incompetent or physically unable to carry on the
2 management of the establishment proposed to be licensed.
- 3 4. The applicant has been convicted of violating any of the alcoholic liquor
4 laws of this state, general or local, or has been convicted at any time of a
5 felony.
- 6 5. The applicant has maintained an unsanitary establishment.
- 7 6. The applicant is not of good repute and moral character.
- 8 7. The applicant did not have a good record of compliance with the alcoholic
9 liquor laws of this state and the rules of the Commission when previously
10 licensed.
- 11 8. The applicant is not the legitimate owner of the business proposed to be
12 licensed, or other persons have ownership interests in the business which
13 have not been disclosed.
- 14 9. The applicant is not possessed of or has not demonstrated financial
15 responsibility sufficient to adequately meet the requirements of the business
16 proposed to be licensed.
- 17 10. The applicant is unable to read or write the English language or to
18 understand the laws of Oregon relating to alcoholic liquor or the rules of the
19 Commission.
- 20 11. The applicant seeks licensing of premises not consistent with City land use
21 designations.
- 22 12. There is a history of serious and persistent problems involving disturbances,
23 lewd or unlawful activities or noise either in the premises proposed to be
24 licensed or involving patrons of the establishment in the immediate vicinity
25 of the premises if the activities in the immediate vicinity of the premises are

1 related to the sale or service of alcohol under the exercise of the license
 2 privilege. Behavior which is grounds for refusal of a license under this
 3 section, where so related to the sale or service of alcohol, includes, but is not
 4 limited to obtrusive or excessive noise, music or sound vibrations; public
 5 drunkenness; fights; altercations; harassment; unlawful drug sales; alcohol
 6 or related litter; trespassing on private property; and public urination.
 7 Histories from premises currently or previously operated by the applicant
 8 may be considered when reasonable inference may be made that similar
 9 activities will occur as to the premises proposed to be licensed. The
 10 applicant may overcome the history by showing that the problems are not
 11 serious or persistent or that the applicant demonstrates a willingness and
 12 ability to control adequately the premises proposed to be licensed and
 13 patrons' behavior in the immediate vicinity of the premises which is related
 14 to the licensee's sale or service of alcohol under the licensee's exercise of
 15 the license privilege.

- 16 13. Other specific reason consistent with the purposes of these provisions that
 17 warrant an adverse recommendation based upon public health, safety,
 18 welfare, convenience, or necessity.

19 **Section 9. Reconsideration of Applications.**

- 20 1. Except as set forth in Section 9(2) below, after having made a
 21 recommendation other than favorable on any license application, the City
 22 Council shall not consider any new application for the same location by the
 23 same or substantially the same applicant for a period of at least six (6)
 24 months, except as otherwise provided herein.

1 2. If the City Manager reasonably believes that the conditions which caused
2 the City Council to make a recommendation, other than a favorable
3 recommendation, have substantially changed and no court or administrative
4 appeal of such license is pending, then the City Manager may reconsider
5 and/or resubmit such application to the City Council.

6 Section 10. Severability Clause. If any article, section, subsection, subdivision,
7 phrase, clause, sentence or word in this Ordinance shall, for any reason, be held invalid or
8 unconstitutional by a court of competent jurisdiction, it shall not nullify the remainder of
9 the Ordinance, but shall be confined to the article, section, subsection, subdivision, phrase,
10 clause, sentence or word so held invalid or unconstitutional.

11 Section 11. Repeal. Ordinance No. 2009-584 (An Ordinance Establishing a
12 Procedure for Liquor License Review and City Council Recommendation to the Oregon
13 Liquor Control Commission, Declaring an Emergency and Repealing Ordinance No. 95-
14 318 and Ordinance No. 2006-549) is hereby repealed.

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

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18 PASSED this 6th day of December, 2010.

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20 SIGNED this 6th day of December, 2010.

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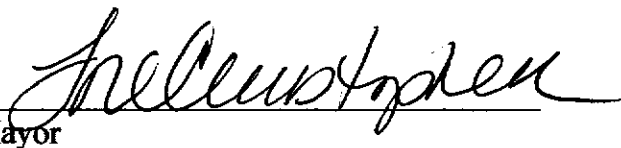
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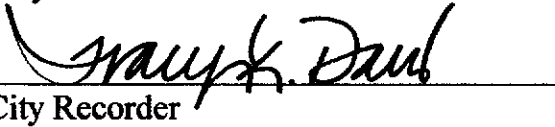
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Mayor



City Recorder

CITY COUNCIL MEETING: April 18, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RESOLUTION EXEMPTING CONTRACT FOR SHADE
SAILS COLUMN POST EXTENSIONS AND
REPLACEMENT OF SAILS FOR THE BIG TOY AT KEIZER
RAPIDS PARK FROM COMPETITIVE BIDDING**

This matter is before the Council tonight for public hearing pursuant to Ordinance No. 2005-519. Staff is recommending that the Council exempt the contract with North Sails Oregon LLC for shade sails column post extensions and replacement of sails for the Big Toy at Keizer Rapids Park project. The person who owns North Sails Oregon LLC also owns the vendor that prepared the sails for the Big Toy originally. Staff attempted to solicit bids for this project, but the process did not garner any proposals.

In order to extend the shade sails column posts and replace a few of the sails at the Big Toy at Keizer Rapids Park, the Council as the local contract review board for the City of Keizer must adopt findings and exemption of the project 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

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3 Resolution R2022-_____

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6 EXEMPTION OF SHADE SAILS COLUMN POST EXTENSIONS
7 AND REPLACEMENT OF SAILS FOR THE BIG TOY AT KEIZER
8 RAPIDS PARK CONTRACT FROM COMPETITIVE BIDDING AND
9 AWARDING CONTRACT TO NORTH SAILS OREGON LLC

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12 WHEREAS, notice of public hearing on the proposed exemption of the Shade

13 Sails Column Post Extensions and Replacement of Sails for the Big Toy at Keizer
14 Rapids Park contract was published as required by Ordinance No. 2005-519;

15 WHEREAS, a public hearing was held to take comments on the draft findings for
16 an exemption of the Shade Sails Column Post Extensions and Replacement of Sails for
17 the Big Toy at Keizer Rapids Park contract;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that the contract for
20 the Shade Sails Column Post Extensions and Replacement of Sails for the Big Toy at
21 Keizer Rapids Park is exempt from the competitive bidding requirements based upon the
22 following findings:

- 23 1. The estimated amount of this project falls within an already established
24 exemption from the formal bidding requirements under Ordinance No. 2005-519.
25 Ordinance No. 2005-519 allows procurement of services not exceeding \$150,000 to be
26 made under an Informal Solicitation using either quotes or proposals. Ordinance No.

1 2005-519 requires that the City must attempt to obtain at least three written quotes or
2 proposals. City attempted to obtain quotes, but was unable to obtain one quote. Because
3 City previously purchased shade sails, City reached out to the previous vendor to request
4 assistance with the project. Because the City was only able to get a quote from the
5 previous vendor, an exemption from the competitive bidding process is necessary.

6 2. The estimated contract price for the project is \$49,200.00.

7 3. Exempting the Shade Sails Column Post Extensions and Replacement of
8 Sails for the Big Toy at Keizer Rapids Park project from competitive bidding and
9 awarding a contract to North Sails Oregon, LLC will avoid further delays and the
10 additional expense of formal bidding.

11 4. Exempting the Shade Sails Column Post Extensions and Replacement of
12 Sails for the Big Toy at Keizer Rapids Park project from competitive bidding is unlikely
13 to encourage favoritism in the awarding of public contracts or substantially diminish
14 competition for public contracts and will result in cost savings to the City of Keizer.

15 5. The alternative contracting methods to be employed is directly awarding
16 the contract to North Sails Oregon, LLC to avoid further delay and additional expense of
17 formal bidding.

18 6. Due to necessity to extend the shade sails column posts and install the
19 sails, the estimated date of entering into the contract is April 19, 2022.

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1 BE IT FURTHER RESOLVED that the Shade Sails Column Post Extensions and
2 Replacement of Sails for the Big Toy at Keizer Rapids Park contact is award to North
3 Sails Oregon, LLC in the amount of \$49,200.00.

4 BE IT FURTHER RESOLVED that City Manager is authorized to enter into the
5 contract with North Sails Oregon, LLC for the Shade Sails Column Post Extensions and
6 Replacement of Sails for the Big Toy at Keizer Rapids Park project.

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

9 PASSED this _____ day of _____, 2022.

10 SIGNED this _____ day of _____, 2022.

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Mayor

City Recorder

CONTRACT
FOR
SHADE SAILS COLUMN POST EXTENSIONS AND
REPLACEMENT OF SAILS FOR THE BIG TOY AT KEIZER RAPIDS PARK

THIS AGREEMENT, made this ____ day of _____, 2022, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and North Sails Oregon, LLC, hereinafter called "Contractor".

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

1. **WORK BY CONTRACTOR.** The Contractor shall provide all labor and materials to provide the services described in Exhibit "A" (Scope of Services) attached hereto and by this reference incorporated herein.
2. **TIME OF COMPLETION.** Unless directed in writing otherwise, the Contractor shall commence the work covered by this Contract within ten (10) days of full execution of this Contract (weather permitting), and shall complete all aspects of the project no later than June 17, 2022.
3. **CONTRACT SUM.** The Contract Sum to complete the Scope of Services (Scheme 4) on Exhibit "A" is Forty-Nine Thousand, Two Hundred and no/10 (\$49,200.00).
4. **PAYMENTS.** Contractor may request a partial payment for the work performed each month. Such request shall be prepared by the Contractor and approved by Owner, provided that the Contractor is performing the overall job in a diligent manner. The payment request shall accurately and completely detail all work completed up to the date of the request. Prior to final completion and acceptance of the work, partial payments will be in an amount equal to ninety-five percent (95%) of the amount requested. The remaining five percent (5%) shall be considered retainage of the amount requested until the work is completed and accepted.

When final completion of the work has been achieved, Contractor shall prepare for Owner's acceptance a final application for payment stating that to the best of Contractor's knowledge, and based on Owner's inspections, the work has reached final completion in accordance with the Contract Documents. Payment of the Contract Sum shall be made to Contractor within twenty (20) days after acceptance of the work by Owner and Contractor's submittal of the final application for payment. Such payment shall be conditioned, however, upon submission by the Contractor of evidence, satisfactory to the Owner, that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid in full.

If the work has been substantially completed and full completion thereof is materially delayed through no fault of the Contractor and the Public Works Director

so certifies, the Owner shall, upon the certificate of the Public Works Director, and without terminating the Contract, make payment for the balance due for that portion of the work fully complete and accepted, less a retained amount equal to five percent (5%) of the amount requested.

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

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

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

OWNER:

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

CONTRACTOR:

Kerry Poe
North Sails Oregon, LLC
7304 NE MLK Jr Blvd
Portland, OR 97211

8. LICENSES AND PERMITS. Owner shall secure and pay for all fees and permits required for the project, if any. Contractor shall obtain and maintain all licenses required for public works contracts in the State of Oregon and shall secure and

pay for all fees for the required licenses. Contractor shall comply with all laws, ordinances and regulations, (Federal, State, or local) which may be applicable to the project to be conducted hereunder.

9. **RESPONSIBILITY OF PUBLIC WORKS DIRECTOR.** The term "Public Works Director" herein shall be Bill Lawyer, or his duly authorized representative. The Public Works Director shall have full authority to interpret the plans and specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract. It shall be the duty of the Public Works Director to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications.

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

11. **LIABILITY INSURANCE.** The Contractor shall procure and maintain ongoing and completed liability insurance as hereinafter specified at Contractor's own expense. All such insurance shall be subject to the approval of the Owner for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to the Owner in writing. Contractor must provide the Owner with a certificate of insurance and endorsement evidencing the insurance within five (5) days from Contractor's execution of this Contract. Contractor shall not commence work until the required evidence has been delivered to Owner. The endorsement must insure the City of Keizer as an additional insured. "The City of Keizer" includes its officers, agents, contractors, and employees. The liability insurance required is as follows:
 - a. Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$2,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$1,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property,

(including property of the City) in any one accident; and a limit of liability of not less than \$2,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

- b. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 issued to Contractor and protecting him from all claims arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.
12. WORKERS COMPENSATION INSURANCE. The Contractor shall procure and maintain, at Contractor's own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Certificates evidencing the issuance of such insurance shall be filed with the Owner within five (5) days after execution of this Contract.
 13. INDEMNITY. The Contractor shall indemnify the Owner, the Owner's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, Contractor's agents, or employees, in the execution of the work or in guarding the same.
 14. SUBCONTRACTS. The Contractor shall have full responsibility under these conditions, general provisions, plans and specifications for any subcontracts which Contractor may let. Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind each subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the work. Contractor shall submit a certification to Owner that all subcontractors performing work will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.
 15. CONTRACTOR PAYMENTS. Contractor shall: (1) make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract; (2) pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractor incurred in the performance of the Contract; (3) not permit any lien or claim to be filed or prosecuted against the Owner because of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees.

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

16. PROTECTION OF WORK AND PROPERTY. The Contractor shall continuously maintain adequate protection of all Contractor's work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with the activities under this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be due to errors in the Contract documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the work site, warning against any hazards created by the work being done under this Contract. Contractor shall designate a responsible member of Contractor's organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Owner in writing. In any emergency affecting the safety of life, or of the work or adjoin property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and Contractor must take such action if so instructed or authorized by the Owner. The Contractor shall also protect adjacent property as required by law.

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

17. SAFETY MEASURES. Contractor agrees that Contractor, Contractor's employees, and subcontractors will comply with all OSHA regulations applicable to the work being performed. Contractor further understands and agrees that work sites under this project vary from low traffic to very high traffic flow and that Contractor shall use appropriate traffic control measures. All traffic control measures must comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Contractor agrees that all personnel must wear safety vests at all times and use safety cones as required.

18. INSPECTION. Owner and his representative shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the

workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to inspection and approval.

The inspection of the work shall not relieve the Contractor of any of Contractor's obligations to fulfill the Contract in full and as prescribed. Defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such defective work and material may have been previously overlooked and accepted on estimates for payment. No work shall be done at night without the prior written approval of Owner.

19. **DEFECTIVE WORK OR MATERIAL.** The Contractor shall promptly remove from the premises all work and materials condemned by Owner as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute Contractor's own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
20. **LIENS.** Contractor shall not permit any lien or claim to be filed or prosecuted against the City of Keizer, Oregon or the private property owner, in connection with this contract and agrees to assume responsibility should such lien or claim be filed. If at any time there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor shall be liable to the Owner for any loss so sustained.
21. **OWNER'S RIGHT TO TAKE OVER THE WORK.** If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over its affairs, or if it should fail to prosecute its work with due diligence and carry the work forward in accordance with its work schedule and the time limits set forth in the Contract documents, or if it should fail to substantially perform one or more of the provisions of the Contract documents to be performed by it, the Owner may serve written notice on the Contractor stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

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

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

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

22. **CONTRACTOR'S RIGHT TO STOP OR TERMINATE CONTRACT.** If the work shall be stopped under an order of any court or other public authority for a period of no less than three (3) months through no act or fault of the Contractor or of any one employed by it, then the Contractor may on seven (7) days written notice to the Owner stop work or terminate this Contractor and recover from the Owner payment for all work executed to the date of stoppage, any losses sustained from any plant or material, and a reasonable profit. If the Public Works Director shall fail to issue any certificate for payment within ten (10) days after it is due, or if the Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation to the Owner any sum certified by the Public Works Director, then the Contractor may, on seven (7) days written notice to Owner, terminate the Contract and recover from the Owner payment for all work executed to date, any losses sustained upon any plant for material, and a reasonable profit.

23. **DELAYS AND EXTENSION OF TIME.** If the Contractor is delayed at any time in the progress of the work by an act or neglect of the Owner, or any employee of Owner, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Public Works Director, or by any cause which the Public Works Director shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Public Works Director may decide.

No such extensions shall be made for a delay occurring more than seven (7) days before claim therefore is made in writing to the Public Works Director. In the case of a continued cause of delay, only one claim is necessary. This section does not exclude the recovery of damages for delays by either party under other provisions in the Contract documents.

24. ACCEPTANCE. Final inspection and acceptance of the work shall be made by the Owner and local appointed authority. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.

25. GUARANTEE. Contractor agrees to guarantee all work under this Contract for a period of one (1) year from the date of final acceptance thereof. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or not in accordance with the Contract, Contractor agrees, whenever notified by Owner, to immediately place such guaranteed work in a condition satisfactory to Owner and make repairs of all damage made necessary in the fulfillment of the guarantee. This provision shall survive termination of this Contract.

26. DISPUTE RESOLUTION.

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the Owner within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Marion. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Salem, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Marion County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the Owner. Insofar as the Contractor and the Owner legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the Owner shall make payments as required by the Agreement for undisputed portions of work.

27. **ASSIGNMENT.** Neither Owner nor Contractor shall assign its interest in this Contract without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Contract shall be binding upon both parties, their partners, successors, assigns and legal representatives. Neither party to this Contract shall assign the Contract as a whole without written consent of the other.
28. **INDEPENDENT CONTRACTOR STATUS.** The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner. Contractor is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement.
29. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Oregon.
30. **SEVERABILITY.** Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor. Owner and Contractor agree that this Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
31. **COMPLIANCE.** The Contractor shall comply with and require its subcontractors to comply with all applicable provisions of Federal, State and local statutes, ordinance, orders, rules, regulations, and all other specifications and provisions as contained within these Contract documents.
32. **INCORPORATION; PRECEDENCE.** The Exhibits, if any, attached to this Contract are incorporated herein as if fully set forth in this Contract. If any provision of any Exhibit conflicts with the provisions of this Contract, the terms of this Contract shall govern.
33. **SIGNATURE.** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

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

CITY OF KEIZER

NORTH SAILS OREGON, LLC

By: _____
_____,
City Manager

By: _____
Kerry Poe,
Member

APPROVED AS TO FORM:

Keizer City Attorney



City of Keizer - Public Works Department

930 Chemawa Rd. N.E., Keizer, OR 97303

PO Box 21000, Keizer, OR 97307

(503)390-3700 fax (503) 393-9437

www.keizer.org

Exhibit A

Scope of Services

Shade Sails Column Post Extensions and Replacement of Sails for the Big Toy at Keizer Rapids Park

General Specifications

- Contractor shall be responsible to remove the existing column posts, extend them per the design specifications (Scheme 4 on Exhibit A-1) and re-install the column posts.
- All work involved for the project shall conform to the design specifications included. Scheme 4 shown on the design specifications is the City's preferred method.
- Column posts to be powder coated prior to installation. Powder coating thickness shall be 2-4 millimeters. Color to match existing column posts.
- The existing rubberized fall protection surface removal and replacement around the column posts will be done by the City.
- Appropriate methods shall be used to prevent damage to the fall protection surface when moving and operating equipment on the surface. Methods may include steel plates, wood sheathing or other materials designed to spread the equipment loads and protect the fall protection surface from damage. Any damage caused by the contractor or its sub-contractors will be repaired at the contractors' expense.
- All work involving the removal, extension and installation of the column posts shall be complete by June 17, 2022.
- The Big Toy playground will be closed to the public during the column post removal and installation process. Contractor to provide the City with a schedule in advance of the work so advance notice of the playground closure can be posted.
- Meet insurance requirements and other conditions as outlined in attached contract document.
- Fabricate and install lime green, yellow, and purple sails.
- Install 2 old sails.

THE TASK IS TO INCREASE THE COLUMN LENGTHS BY 3 FEET.

SCHEME 1 = COMPLETELY NEW REPLACEMENT COLUMNS THAT ARE 3 FEET LONGER THAN EXISTING USING THICKER COLUMNS WITH FULL ANCHOR PLATES AND STIFFENERS AND ALL TABS. SEE EXISTING SHOP DRAWINGS FOR FABRICATION. THE EXISTING COLUMNS CAN BE RE-WORKED AND USED ON OTHER PROJECTS.

SCHEME 2 = FABRICATE A REPLACEMENT BASEPLATE WITH A 4 FOOT LONG THICKER COLUMN STUB. CUT OFF EXISTING COLUMN 1 FOOT FROM THE BOTTOM OF THE BASEPLATE AND WELD THE EXISTING COLUMN TOP TO THE NEW COLUMN BOTTOM.

SCHEME 3 = CUT OFF EXISTING COLUMNS AT THE BASEPLATE, WELD A 3 FOOT THICKER COLUMN STUB IN ITS PLACE, WELD THE EXISTING COLUMN ATOP THE 3 FOOT STUB.

SCHEME 4 = ACCEPT A 33% OVERSTRESS ON THE EXISTING COLUMN MEMBER SIZES AND INSERT A 3 FOOT SECTION INTO THE EXISTING COLUMN AT A CONVENIENT LOCATION NEAR THE TOP.

REVISED COLUMN BASE DETAILS
SCALE: NTS

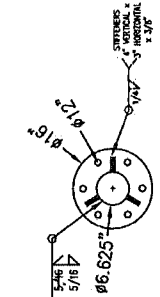
WELD SCHEDULE
60 DEGREE CHAMFER W/
0.406" THICK TUBE - A = 5/16"
0.431" THICK TUBE - A = 5/16"
0.594" THICK TUBE - A = 7/16"

QTY = 6
6SCH40 (45 KSI STEEL)
8.625" x 0.280" COLUMNS

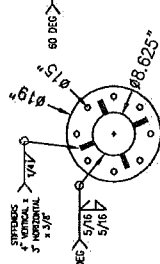
6SCH80 (45 KSI STEEL)
8.625" x 0.431" COLUMNS

QTY = 9
8SCH40 (45 KSI STEEL)
8.625" x 0.322" COLUMNS

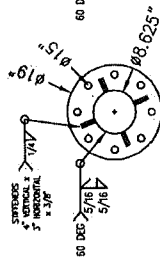
8SCH60 (45 KSI STEEL)
8.625" x 0.406" COLUMNS



1.25" THICK (50 KSI BASEPLATE)
1.375" DIAMETER HOLES FOR
1.125" DIAMETER A193 B7



1" THICK (50 KSI BASEPLATE)
1.125" DIAMETER HOLES FOR
0.875" DIAMETER A193 B7

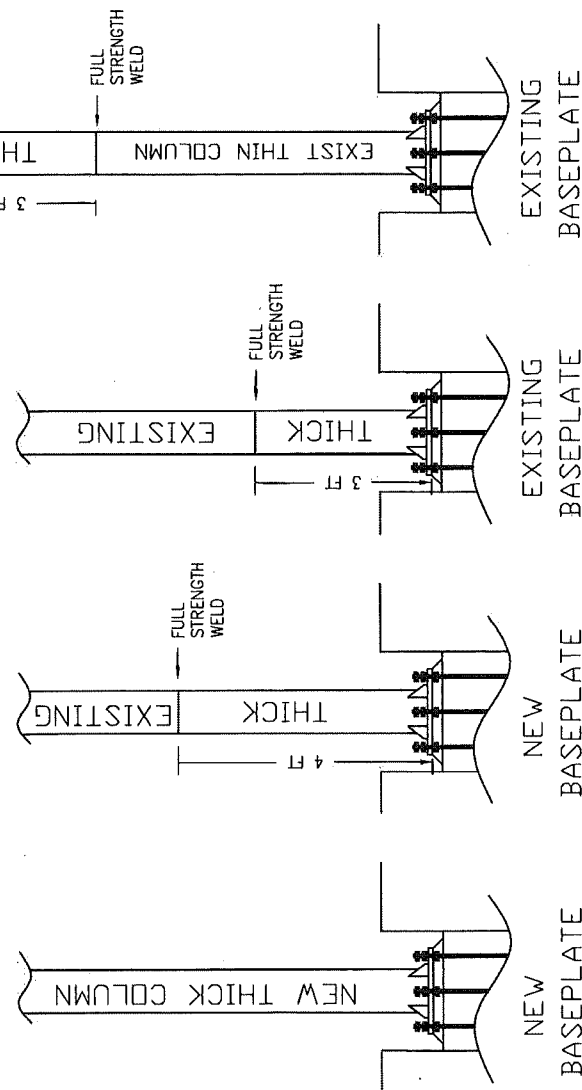


1" THICK (50 KSI BASEPLATE)
1.25" DIAMETER HOLES FOR
1" DIAMETER A193 B7

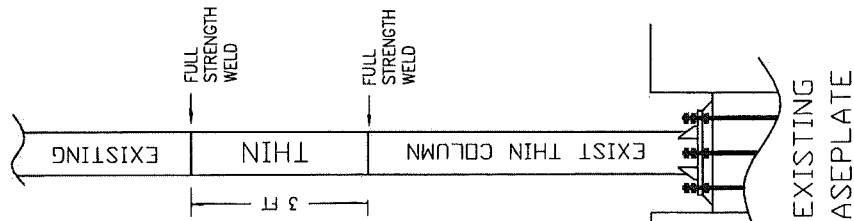
SCHEME 1

SCHEME 2

SCHEME 3



SCHEME 4



Wayne
Rendely
Digitally signed
by Wayne
Rendely
Date: 2021.10.28
11:37:06 -04'00'

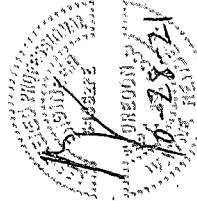
WAYNE RENDELY PE
132 COLUMBIA STREET
HUNTINGTON STATION, NY
OR PE # 64562
EXPIRES: 12/31/22

ALL MEASUREMENTS ARE IN
FEET-INCHES UNLESS
SPECIFIED OTHERWISE.

ORIGINAL DRAWING SIZE
IS 11" x 17"

KEIZER, OREGON

DRAWN BY: WRPE	PROJECT: KEIZER RAPIDS BIG TOY PLAYGROUND SHADE SAIL CANOPIES 1900 CHEMWA ROAD NORTH KEIZER, OREGON 97305
DATE: OCT 2021	DESCRIPTION: REVISED COLUMN BASE DETAILS
SCALE: NTS	CHECKER APPROVAL: DATE: 1 OF 1
FILE NO: 000000	CUSTOMER APPROVAL: DATE: A4
SYMBOL: 000000	



CITY COUNCIL MEETING: April 18, 2022

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: WES HARE
INTERIM CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER/COMMUNITY CENTER MANAGER**

**SUBJECT: GREATER GUBSER NEIGHBORHOOD ASSOCIATION ANNUAL
REPORT**

BACKGROUND:

In June, 1993 the City Council adopted Ordinance 93-257 outlining the purpose and guidelines for recognition of neighborhood associations. The Ordinance states in order to maintain recognition, the neighborhood association shall make an annual report to the City Council. The report may be submitted in writing or made orally at a City Council meeting.

Greater Gubser Neighborhood Association President Patti Tischer will present the annual report.

RECOMMENDATION:

It is recommended the Council accept the report and by motion extend recognition to the Greater Gubser Neighborhood Association for an additional year.

CITY COUNCIL MEETING: April 18, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: WES HARE
ITERIM CITY MANAGER

FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR

SUBJECT: FEE WAIVER REQUEST FOR KEIZER ROTARY AMPHITHEATRE
FOR GIRLS ON THE RUN

BACKGROUND:

The city has received a request for a waiver of fees connected with the use of the amphitheatre on Saturday May 21st, 2022 for the Girls on the Run 5k run. Girls on the Run is an international non-profit organization that encourages girls of all abilities to recognize their individual strengths and celebrate connections with others. They have two separate programs that focus on 6th-8th grade girls and on 3rd-5th grade girls. This event is focused on the 3rd-5th grade program from Hoover Elementary School.

The 8-week program has lessons to help girls with critical life skills like seeing inner beauty, making and choosing friends, empathy, problem solving, standing up for yourself and others, and giving back, while also helping them train for a 5K. The organizations tested curriculum blends physical activity with skill development that enables girls to adapt to whatever comes their way. In today's unpredictable world, the strategies learned at Girls on Run are more important than ever.

This matter is before the Council to consider whether it is appropriate to waive or reduce fees for the event. Here is a breakdown of the total fees for the event as proposed.

Application Fee for Amphitheater permit	\$ 63.00
Refundable Deposit	\$ 170.00
Use Fees	<u>\$ 210.00 (5 hrs. @ \$42.00 per hr.)</u>
Total Fees & Deposit	\$443.00

It is appropriate for the City Council to consider the matter of the fees and make a minute motion to deny the waiver request, waive some of the fees, or waive all of the fees for the May 21st, 2022 Girls on the Run 5k event at the Keizer Rotary Amphitheatre in Keizer Rapids Park.

RECOMMENDATION:

The City Council should consider the matter and make a minute motion to formalize its intent with regard to the fees.

Please contact me with any questions or concerns.



City of Keizer

Keizer Rotary Amphitheatre

Application/Permit

Keizer City Hall
930 Chemawa Road NE
Keizer, OR 97303
Phone: (503) 390-3700
Venue Address
1900 Chemawa Rd N
Keizer, OR 97303

Permit Application/Permit Fee Schedule	
<i>(All applicable fees are due at time of application. Use fees are charged from Access to Exit Times.)</i>	
Deposit (Refundable):	\$170.00
Use fee:	\$42.00 per hour, with four (4) hour minimum rental.
Use fee for Ticketed/Concert Event:	\$42.00 per hour, with four (4) hour minimum rental. -OR- Ten percent (10%) of ticketed sales, whichever is greater. <i>(Must provide proof of sales if requested by City.)</i>

Event Information

Event Date(s): May 21, 2022
 Event Title: Girls on the Run 5K
 Description of Event: 3rd-5th girls run a celebratory 5K at end of GOTR season
 Initial Access Time: 7:00 AM PM Final Exit Time: 11:30 AM PM
(First entrance to Amphitheatre for set up.) *(The time final cleanup and exit occurs.)*
 Event Start Time: 9:00 AM PM Event End Time: 11:00 AM PM
 Estimated Group Size: 50 Estimated Number of Vehicles: 40

Event Contact Information *(Responsible person will receive Permit correspondence)*

Group or Organization (if applicable): Girls on the Run - Hoover
 Responsible Person: Katie Lawyer
 Primary Phone: 503-881-5068 Secondary Phone: 503-399-3157
 Mailing Address: 7405 Parkplace Dr City/State/Zip: Keizer, OR 97303
 Email Address: lawyer-kathryn@salkeiz.k12.or.us

FORM AND PAYMENT SUBMISSION:

Please return this **form and payment** to the City of Keizer by one of the following methods:

1) In person: 930 Chemawa Rd NE -or- 2) By Mail: City of Keizer, PO Box 21000, Keizer, OR 97307

QUESTIONS:

If you have any questions call 503-856-3436 or email PC@keizer.org

STRICTLY PROHIBITED UNLESS PERMITTED BY APPLICATION ADDENDUM:

Ordinance No. 2018-791 as amended establishes Keizer Parks Regulations. The following are specifically prohibited in all Park Areas unless expressly permitted in writing by the City:

Possession or consumption of alcoholic beverages	Cooking with anything other than a barbecue
Use of Generators	Amplified sound
Events with over 50 attendees	Public, Ticketed or Concert Events
Events causing traffic or parking issues	Using City provided electrical services
Projecting any still or moving pictures	

The "Park Area Reservation Application Addendum" must be submitted with this Permit/Application. A Non-refundable Application Fee of \$63.00 will apply with submittal of the application addendum.

THIS APPLICATION/PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

This application by itself does not serve as an approved permit.

All conditions must be complied with by the deadline shown or the permit may be denied or withdrawn.

Application Submittal: The Application Fee, the Deposit and the Use Fees are due at the time of Application submittal. The event date will not be calendared or held until this occurs. If your event is estimating attendance over 100 people, or permitting intoxicating beverages, or permitting amplified sound, the application must be submitted 60 days prior to the event date. All other applications must be submitted at least 30 days prior to the event date. Ordinance No. 2018-791 as amended establishes Keizer Parks Regulations. Provide on a separate sheet any activities proposed that require a permit under the regulations. Activities not specifically listed and permitted in writing are not allowed. **A late fee of \$150.00 shall be imposed if all applicable documentation noted below and on the application/permit are submitted less than 20 days prior to the event.**

Insurance: Provide single limit liability insurance with minimum limits of \$1,000,000 naming **City of Keizer** as additional insured. The insurance policy is to be issued by an insurance company authorized to do business in the state of Oregon. "City of Keizer" includes its officers, agents, contractors, and employees. The evidence of insurance and additional insured endorsement must be provided to City 20 days prior to event.

Venue Capacity: 600 guests is the maximum capacity allowed by this event permit, unless Applicant requests for an increase in the maximum capacity and approval is granted in writing by City. Requests for an increase to the maximum guest capacity must be submitted to the City of Keizer 20 days prior to the event.

General Information: Permittee must restore areas used by said organization/party to its original condition by the end of the event. General Park users will be allowed to use other park facilities during the event. The City reserves the right to review and approve or deny any other requests that may be potentially hazardous, unsafe or cause damage.

Cancellations: In the event of a client cancellation less than thirty (30) days before the event, 50% of the Use Fees will be forfeited. Should the event be cancelled by the City due to any reason, Permittee agrees and understands that other than refund of all use fees, the City of Keizer shall not be liable for any damages or charges whatsoever. Acceptance of the full refund will fully release and satisfy any and all claims, damages or charges, direct or indirect, against the City of Keizer. Should the event be cancelled for any other reason beyond the control of the City, e.g. weather conditions, Permittee agrees and understands that the application fee and use fees will be forfeited.

RULES AND REGULATIONS:

- Parks open ½ hours prior to sunrise and close ½ hour after sunset. No one may enter or remain in the parks overnight unless camped in a specifically designated camping area or otherwise permitted.
- Smoking, vaping, tobacco products and any type of legal or illegal drugs are not permitted in any park or park facility.
- All garbage must be disposed of properly in receptacles provided.
- Vehicles are only allowed in designated parking areas only.
- Outdoor fires in any place other than in a barbecue for cooking purposes is not allowed.
- Dogs are allowed in park areas and must be on a leash at all times unless in an area designated as an off-leash area. *(All other pets are prohibited unless authorizing in writing.)*
- Noise levels that violate the City’s noise ordinance will not be allowed.
- The follow are prohibited in all Park Areas:

Littering	Garbage dumping and water pollution
Vandalism	Possession of firearms or weapons of any kind <i>(Unless permitted by state law)</i>
Fireworks of any kind	Hitting golf balls
All types of inflatable bouncers, mechanical rides and trampolines	Birdseed, confetti, glitter, rice, anything that sprouts, hay/straw, silly string, party poppers, and sky lanterns
Feeding wild animals, birds, fish or reptiles	Operating any boats, cars, rockets or other devices that are powered by a rocket motor or an internal combustion engine

It is the Permittee's responsibility to contact our Parks Department (503-856-3569) at least one week prior to your event date to review the following, if applicable to your event:

- ❖ **PARKING:** Staff will review the provided parking plan to ensure parking instructions given by the City are followed. Access to the Event Parking Access Gate may be arranged by the City at that time. A parking plan and a map will be provided with the approved permit.
- ❖ **ELECTRICAL USE:** If electrical use fee was paid, staff will review access to limited power. It will be made available only at the Keizer Rotary Amphitheatre stage and the western end of the concrete apron entrance.
- ❖ **ADDITIONAL REQUIREMENTS:** Some events may be required to provide fire extinguishers, additional signage or other event specific equipment. If required, arrangements will be reviewed with the Permittee.

NOTICE:

Permittee agrees to defend and indemnify the City of Keizer, its officers, agents and employees, against any claim, demand, suit or action for property damage, personal injury or death arising in connection with this event. Permittee agrees to comply with all the conditions set forth herein and to provide at Permittee's own expense the insurance set forth in the addendum attached.

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

EXPIRATION:

The application expires one year from submitted date.

PERMIT REVOCATION INFORMATION:

The City Manager or his designee may revoke the application if circumstances reasonably show that the event can no longer be conducted consistent with public safety or the Responsible Person does not meet the conditions set forth within the required time period. Any violations of the terms of this park reservation or park regulations, as determined by a police officer or a city parks official, immediately revokes this reservation.

I hereby certify that I am the authorized representative of the above group, that the above statements are true to the best of my knowledge, and that I will abide by all restrictions, administrative rules and applicable City Ordinances.

Responsible Person Signature: Kathryn L Sawyer Date: 3/15/22

*******THIS SECTION MUST BE COMPLETED BY CITY OF KEIZER STAFF*******

Date Application Submitted: _____ Non-refundable Application Fee: _____
 Total Fees Due as Submitted: _____ Refundable Deposit: _____
 Total Paid: _____ Use Fee: _____
 Date Paid: _____ Electrical Fee: _____

Approved as Submitted Approved as Amended Denied

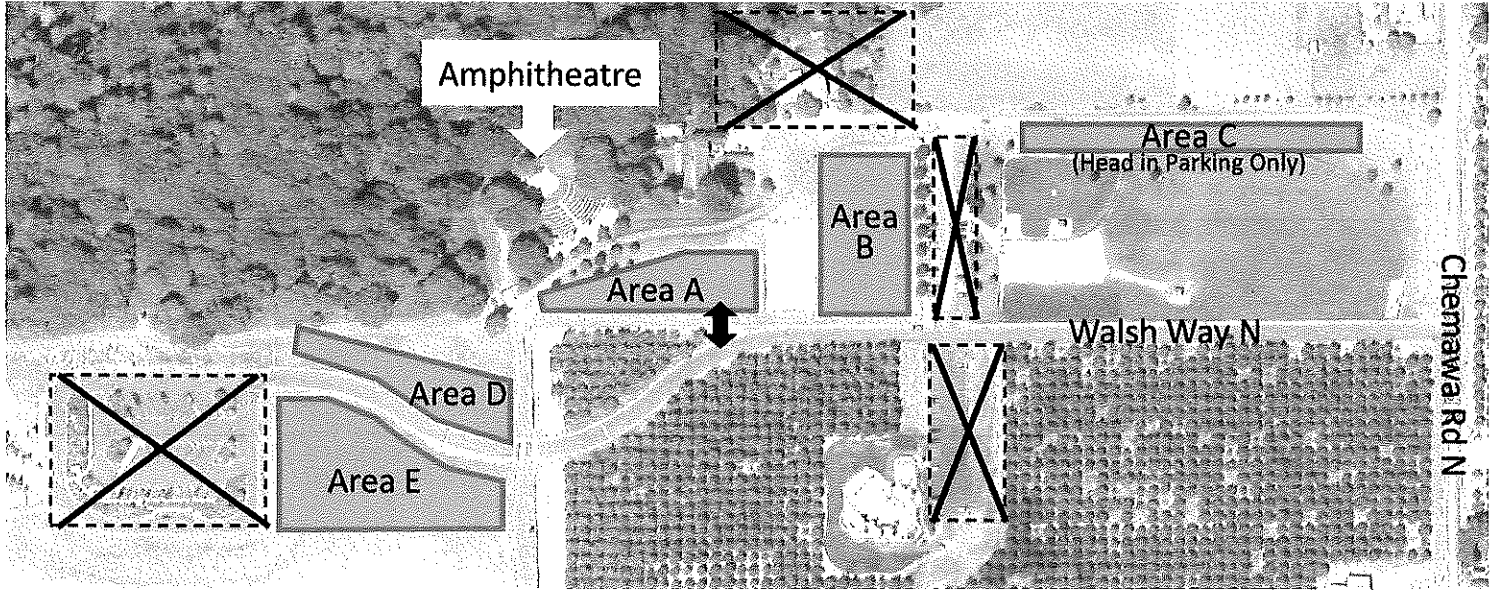
By: _____ Title: _____ Dated: _____

Copy to: Parks Manager Police Dept. Fire Dept. Reserving Group City File



Keizer Rotary Amphitheatre Parking Plan

Event Title: _____ Event Date: _____



 Amphitheatre Event Parking **NOT** Allowed

 Amphitheatre Event Parking Allowed.

 Event Parking Access Gate (Vehicles are ONLY allowed to enter and exit from THIS gate.)

Parking Area(s) Requested:

- A - 40 Parking Spaces
- B - 50 Parking Spaces
- C - 40 Parking Spaces
- D - 40 Parking Spaces
- E - 150 Parking Spaces

Complete the section below:

We are expecting 40 number of vehicles.

We will have 4 number of parking attendants.

We will provide _____ number of ADA Parking Spaces.

Vehicles will be parked in the parking areas as designated above on this form. Parking Areas A and B will be accessed only through the "Event Parking Access Gate". Parking Area C will be accessed off of Chemawa Rd N. Parking Areas D and E will be accessed from Walsh Way N. Event Parking is not allowed to park in the existing paved parking areas so those using the other park amenities have sufficient parking. In the space below, or another piece of paper, document any additional equipment/volunteer staff for event parking. If any Shuttle buses will be used for the event then they must have a spotter when backing or maneuvering in the park.

Additional Information: _____



CITY COUNCIL MEETING: April 18, 2022**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *MUNICIPAL JUDGE SERVICES CONTRACT AMENDMENT*

On July 1, 2017, the City Council entered into a municipal judge services contract with A. Carl Myers. The contract provided that it would continue until June 20, 2020, but that it could be renewed for two successive two-year terms. The City and Judge Myers extended the contract to June 30, 2022.

While discussing the second extension allowed under the contract, Judge Myers has requested a small increase in the hourly rate. Therefore, a First Amendment to the Municipal Judge Services Contract has been prepared and is before the Council for review. This amendment would grant a two year renewal and an increase in the hourly rate from \$110.00 per billable hour to \$125.00 per billable hour. Unless previously terminated, this extension would terminate on June 30, 2024.

RECOMMENDATION:

Adopt the attached Resolution.

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

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT TO MUNICIPAL JUDGE SERVICES CONTRACT

WHEREAS, the City and A. Carl Myers entered into a Municipal Judge Services Contract dated July 1, 2017;

WHEREAS, the City and A. Carl Myers extended the Municipal Judge Services Contract to June 30, 2022;

WHEREAS, the City and A. Carl Myers wish to enter into a first amendment to the existing Municipal Judge Services Contract to amend the compensation paid to A. Carl Myers, and to extend the Contract for two years to June 30, 2024;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is authorized to execute the attached First Amendment to Municipal Judge Services Contract on behalf of the City.

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

PASSED this _____ day of _____, 2022.

SIGNED this _____ day of _____, 2022.

Mayor

City Recorder

**FIRST AMENDMENT TO MUNICIPAL JUDGE
SERVICES CONTRACT**

PARTIES: City of Keizer, Oregon, (hereinafter “City”)
an Oregon municipal corporation

A. Carl Myers (hereinafter “Myers”)

RECITALS:

A. City and Myers entered into that certain Municipal Judge Services Contract dated July 1, 2017 (hereinafter “Contract”).

B. City and Myers extended the Contract to June 30, 2022 (hereinafter “Extension”).

C. City and Myers wish to enter into a first amendment to the existing Municipal Judge Services Contract to amend the compensation paid to Myers and to extend the Contract for two years.

NOW THEREFORE, the parties agree as follows:

AGREEMENT:

1. Pursuant to Section 1 of the Municipal Judge Services Contract, the Contract is extended and renewed for two years. The Municipal Judge Services Contract will continue until June 30, 2024, or until this contract is terminated as provided.

2. Section 4.1 of the Contract dated July 1, 2017 is hereby amended to read as follows:

4.1 Through the rest of the current fiscal year (June 30, 2022), City shall pay Myers \$110.00 per billable hour as currently budgeted. Beginning July 1, 2022, City shall pay Myers a sum of \$125.00 per billable hour with a two-hour minimum per court session, prorated to each tenth of an hour. “Court session” shall be limited to no more than two (2) per day and such sessions shall be scheduled to minimize the revenue impact to City considering the totality of all circumstances. “Billable

hours” shall be defined as time spent in arraignments, hearings/trials, and administrative tasks associated with the operation of the municipal court. Myers may submit revised prices for consideration at the time of renewal.

3. Except as specifically modified herein, all remaining terms, conditions, obligations and duties set forth in the Contract and Extension shall remain in full force and effect.

Dated: _____

Dated: _____

THE CITY OF KEIZER, OREGON
an Oregon municipal corporation

A. Carl Myers

By: _____

Cathy Clark, Mayor

APPROVED AS TO FORM:

Keizer City Attorney

CITY COUNCIL MEETING: April 18, 2022

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR VENDING SERVICES**

The vending services located in City Hall are maintained through the Oregon Commission for the Blind pursuant to ORS 346.520. The State of Oregon has requested that the City enter into an amendment to the Intergovernmental Agreement to extend the agreement to November 21, 2027. If the agreement is not extended, the current agreement will terminate on June 30, 2022.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to sign Agreement Amendment #1 with the State of Oregon.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING CITY MANAGER TO SIGN AMENDMENT 31 TO INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON FOR VENDING SERVICES

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements;

WHEREAS, the City of Keizer and the State of Oregon entered into that certain Intergovernmental Agreement in which the Oregon Commission for the Blind provides vending services to City Hall and its visitors;

WHEREAS, such Intergovernmental Agreement will terminate on June 30, 2022 unless it is extended;

WHEREAS, the Oregon Commission for the Blind is proposing that the Intergovernmental Agreement be extended to November 21, 2027;

WHEREAS, the City Council of the City of Keizer has considered this matter and wishes to move forward with such amendment;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to sign the attached Amendment #1 to the Intergovernmental Agreement.

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

3 PASSED this _____ day of _____, 2022.

4

5 SIGNED this _____ day of _____, 2022.

6

7

8

9

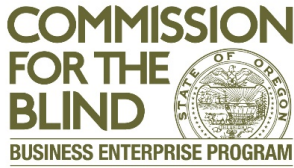
Mayor

10

11

City Recorder

12



OCB Business Enterprise Program
535 SE 12th Avenue
Portland, OR 97214
(971) 673-1588

AGREEMENT AMENDMENT #1

Agreement dated 11/21/17 between The City of Keizer, an Oregon Municipal Corporation hereinafter referred to as Agency, and the State of Oregon, acting by and through the Oregon Commission for the Blind (OCB) Business Enterprise Program, hereinafter referred to as (BEP).

The Agreement is hereby amended as follows:

1. **Section 2. "Term":** This agreement is extended an additional (5) years through 11/21/27 unless terminated earlier in accordance with article 15.

Except as expressly amended by this Amendment, and any previous Amendments, the terms and conditions of the Agreement shall remain in full force and effect. No other modifications to this Agreement will be made at this time.

STATE OF OREGON, acting by and through the Oregon Commission for the Blind (BEP)

By:

X: _____
Eric Morris - Director, Business Enterprise Program

Date: _____

The City of Keizer, an Oregon Municipal Corporation

By:

X: _____

Date: _____



MINUTES
KEIZER CITY COUNCIL
Monday, April 4, 2022
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:00 pm. Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Elizabeth Smith, Councilor
Daniel Kohler, Councilor
Roland Herrera, Councilor
Kyle Juran, Councilor
Shaney Starr, Councilor
Laura Reid, Councilor
Miranda Coleman, Youth Councilor

Staff:

Wes Hare, Interim City Manager
Shannon Johnson, City Attorney
Tim Wood, Finance Director
Bill Lawyer, Public Works Director
Shane Witham, Planning Director
John Teague, Police Chief
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

a. PRESENTATION
– Confederated
Tribes of Siletz
Representative,
Confederated
Tribes of Grand
Ronde
Representative,
and Chemawa
Indian School
Historian

Delores Pigsley, Chairwoman of the Confederated Tribes of Siletz, shared detailed information about the history of the Oregon tribes including treaties, reservations, relocations, and the importance of the land.

Historian *Bud Lang* explained that the Indian history goes back to the beginning of time and that modern history begins with the sovereigns in Oregon. He reviewed the history of land grants, treaties, confederating of the tribes, dismantling of reservations and confiscation of land. He also shared information about restoration acts that began in 1977 to remedy the bad policies, including Senate Bill 13, which mandates that Oregon history be taught in schools from the perspective of the tribes and gives in a broader education and better understanding.

Sue Ann Reddick, via phone, volunteer historian at the Chemawa Indian School, described her work advocating for the protection of the Chemawa Cemetery and the placement of the Chemawa land into trust. She shared detailed history of the school, the cemetery and the Kalapuya Indians, who were affiliated with the Chemawa tribe, including land disagreements, government policies, settlers and the effect of the 1850 Donation Land Act. She added that in recent years many tribes are experiencing a renaissance, restoring lost languages, renewing traditions and regaining tribal lands and rightful sovereignty.

b. PRESENTATION - Fly Salem Update – Chair Brent Dehart – Fly Salem Steering Committee *Brent Hart*, representing the Fly Salem Steering Committee, distributed an update regarding the ‘Fly Salem’ efforts, sharing the good news that low cost carriers are in expansion mode and four of them are interested in serving Salem and flying to Los Angeles, Las Vegas, Phoenix and the Bay area. He shared information about grants, political support, advanced technology aircraft, funding, revenue, the carbon footprint, and partnerships. He shared information about all the uses of the airport and clarified misconceptions about the airport and past airline service and assured Council that the project is not asking for anything from Keizer.

c. PROCLAMATION – Volunteer Recognition Month Mayor Clark proclaimed April as Volunteer Recognition Month. *Daisy Hickman*, Chair of the Volunteer Coordinating Committee, thanked Council for their continued dedication to the City and their ongoing volunteer efforts and distributed cookies as a token of appreciation.

COMMITTEE REPORTS

Jamie Davis, Chair of the Traffic Safety/Bikeways/Pedestrian Committee, inquired about the status of the Safe Routes to School grant application and possible safety measures for pedestrians on Chemawa Road. Public Works Director Bill Lawyer responded that the grant application had been submitted but no results received, and he has budgeted for a rapid flashing light on Chemawa at the existing crosswalk west of Rickman. Ms. Davis then reported that the Committee got a new member recently and plans to review the purpose of the committee at the next meeting.

Matt Lawyer, Claggett Creek Watershed Council, thanked Council for approving the fee waiver for the Soggy Day at the Park and shared plans for the event and details of the Civic Center cleanup event. He concluded with a happy birthday wish to Youth Councilor Miranda Coleman.

Mr. Lawyer also announced the upcoming Planning Commission Public Hearing regarding middle housing and changes to the Development Code and urged everyone to attend and provide input.

Felicia Squires, Arts Commission, shared information about recent actions of the Commission including the new gallery displays, award to Opal Fricke at Avamere for the 2023 Holiday Card Art, and future plans.

PUBLIC COMMENT Mayor Clark acknowledged written comments received between March 22 and April 4: Kelsey Miller ~ Stand up for what is right; Kris Bifulco ~ Condemn racism in Keizer; Sarah Currin Moles ~ America’s Reawakening Tour; Lee Ogle ~ City response needed; Shaula Coulson ~ Keizer City Council; Angie Daggett ~ Questions for everyone; Heather Hawkins ~ Comments to Council; and Garry Whalen ~ Thank you for Joys of Living Assistance Dogs event.

Samantha Nixon, Keizer, a member of the confederated tribes of Grand Ronde, declared that she would never claim to speak for anyone, but speaks only for herself. She added that she is proud to be a resident of

Keizer and glad that the City does not have the right to limit free speech or the right to assemble even if she doesn't agree with a specific event. She encouraged everyone to get involved in learning about different cultures and shared information about pending legislative bills.

Paula Guiles, Keizer, representing the Keizer Community Library, shared information about the mission of the library, efforts made to promote reading and increase reading skills, and planned events.

Steve Harrison, Keizer, reported that he attended the Reawakening America Tour and there were no incidents, it was like a church revival. He noted that the audience was notified of tire damaging devices that people not attending the event put behind tires of cars belonging to participants.

Chief Teague explained that the devices were placed behind cars outside the fence and that the event was peaceful except for minor incidents caused by people from Portland. He explained that there were three different security teams: one that travels with the tour and two other professional teams hired locally. Proud Boys were outside the fence but left after a short time.

Eric and Kay Branch, Keizer, and *Ryan Kinnett*, Salem, voiced support for the development of an artificial turf soccer field at Keizer Rapids Park.

Katherine Stone, Keizer, voiced appreciation for Chief Teague at the Reawaken America Tour noting that the police did not discriminate about who they protected and served. She shared details about the security at the event, noted that attendees came from a variety of cultures, speakers spoke against racism and division, and everyone worshipped and prayed together.

PUBLIC HEARING

a. Town and Country BBQ Liquor License Application

Mayor Clark opened the Public Hearing.

Interim City Manager Wes Hare explained that this is still being investigated by the Police Department so staff recommends continuing the Public Hearing to April 18.

Applicant Dawn Brundage shared information about the business.

With no further testimony, Mayor Clark continued the Public Hearing to April 18.

ADMINISTRATIVE ACTION

a. Community Center Fee Waiver – Keizer Community Library

Interim City Manager reminded Council that they had already heard the presentation from the Keizer Community Library and any other information is in the staff report. He noted that it has been the practice of Council to grant fee waivers for worthy community causes.

Councilor Smith moved that the Keizer City Council grant the request for a complete waiver of fees associated with this event, which is a \$300 rental fee plus a \$750 refundable deposit. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler, Starr and Juran (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

**b. Draft
 Environmental
 Assessment –
 Confederated
 Tribes of Siletz
 Indians Salem
 Gaming Facility**

Wes Hare explained that the Environmental Assessment is 2700 pages and the decision for Council is whether or not they want to make a formal comment on it. His recommendation is that there is no need at this point.

Planning Director Shane Witham directed attention to his staff report and provided additional information regarding the process and other governmental agencies who are involved in the review. Following discussion regarding interstate exchange improvements, housing, and traffic impacts, Council agreed by consensus that there was no reason to make formal comments at the present time.

**c. RESOLUTION –
 Adopting the
 City of Keizer
 Council Rules of
 Procedure;
 Repealing
 Resolution
 R2021-3167**

City Attorney Shannon Johnson summarized his staff report noting that on page 1 under Section 2 the first red line, 'public' should be added between 'any' and 'meeting'. Councilor Reid requested that the Table of Contents be checked for errors.

Councilor Smith moved that the Keizer City Council adopt Resolution Adopting the City of Keizer Council Rules of Procedure; Repealing Resolution R2021-3167. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler, Starr and Juran (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

**CONSENT
 CALENDAR**

- a. RESOLUTION – Appointing City Attorney Pro Tem; Repeal of Resolution R2011-2142
- b. Approval of March 21, 2022 Regular Session Minutes

Councilor Reid pulled item b.

Councilor Smith moved for approval of Item a of the Consent Calendar. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Juran, Herrera, Smith, Reid and Kohler (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

Councilor Smith moved for approval of Item b of the Consent Calendar. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Starr, Juran, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: Reid (1)
 ABSENT: None (0)

OTHER BUSINESS/ STAFF UPDATES Planning Director Shane Witham announced the Planning Commission Public Hearing on April 13 which will cover House Bill 2001 text amendments.

Councilor Kohler requested that work sessions concerning finances be televised. Finance Director Tim Wood indicated that if staffing was available to run the equipment, the Library and Turf Field Work Sessions could be televised. Council agreed by consensus to televise both meetings.

COUNCIL MEMBER REPORTS Councilor Starr acknowledged the Keizer Rotary for the great event on Saturday night and shared information about recent Child Abuse Prevention Month activities.

Councilor Smith announced that on Saturday, April 9 the Keizer Food Bank will be collecting food for Keizer Network of Women (KNOW) for the holiday giving basket program and the McNary Grad Party will be selling Krispy Kreme donuts.

Councilor Kohler announced the Keizer Community dinner, Vietnam War Veterans Day, Child Abuse Prevention Month and various upcoming meetings and events. He expressed sadness for the homeless people killed and injured recently and thanked Rotary and those who helped make the April 1 and 2 event a safe one.

Councilor Reid shared information about the Salem Capitals basketball game and announced upcoming meetings.

Councilor Herrera thanked the Rotary, Tim Coburn for his service to the Fire District and the Parks Department for the new trees. He voiced dismay that people deleted comments from their Facebook pages and that a member of the Community Diversity and Engagement Committee had resigned.

Youth Councilor Coleman reported on the Rally for the Ukraine, Senior vs. Staff basketball game and a recent assembly at McNary. She also announced upcoming events including the Prom, spring sports, music festivals and Cancer Awareness week.

Mayor Clark reported on the League of Oregon Cities Policy Committee meeting on Transportation and announced upcoming meetings. She noted that the recent tragic deaths of the homeless shows how important it is to help our homeless and get them out of dangerous situations and into places where they can sleep and get the services they need.

AGENDA INPUT April 6, 2022, 6:00 p.m. – City Council Work Session – Keizer Community Library
 April 11, 2022, 6:00 p.m. – City Council Work Session – Keizer Rapids Park Soccer Fields
 April 18, 2022, 7:00 p.m. - City Council Regular Session

ADJOURNMENT Mayor Clark adjourned the meeting at 10:09 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Shaney Starr

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____



MINUTES
KEIZER CITY COUNCIL
WORK SESSION
Wednesday, April 6, 2022
Keizer, Oregon

**CALL TO
ORDER**

Mayor Clark called the work session to order at 6:00 p.m. Attendance was taken as follows:

Present:

Cathy Clark, Mayor
Dan Kohler, Councilor
Kyle Juran, Councilor
Roland Herrera, Councilor
Shaney Starr

Staff Present:

Wes Hare, Interim City Manager
Tim Wood, Finance Director
Shannon Johnson, City Attorney
Tracy Davis, City Recorder

Absent:

Laura Reid, Councilor
Elizabeth Smith, Councilor

DISCUSSION

**a. Keizer
Community
Library**

B.J. Toewe, Vice President Keizer Community Library Board, introduced *Bill Leach*, President Keizer Community Library Board, and *John Goodyear*, Treasurer and former Director of Chemeketa Cooperative Regional Library Service (CCRLS) as well as other members of libraries that would be speaking at the work session.

Ms. Toewe then read an Oregon statute related to libraries and explained that the Keizer Community Library (KCL) can and will be able to meet the CCRLS requirements and become a member. She shared historical facts about the KCL and noted that currently the KCL satisfies 8 of the 10 minimum library conditions set by the State of Oregon but it needs help from the City to fulfil the condition of having at least half of its support from public funds. Once the process required by the Oregon State Library has been completed, the library will meet a preponderance of the essential level of the Oregon Library Association Public Library Division standards, which will allow the KCL to become a full member of the CCRLS.

John Hunter, Executive Director of CCRLS, provided detailed information about CCRLS technology, services, standards and the application process. He noted that there is a broad consensus within CCRLS that the KCL proposal would meet all of the terms for membership. Mr. Hunter then fielded questions and provided clarification regarding requirements for membership, minimum conditions for libraries, the application process, statutory requirements that determine the most important minimums, CCRLS-provided

services and benefits, sustained library operations and the benefit to Keizer citizens of having a local public library.

Darci Hanning, State Library of Oregon Public Library Consultant, provided information regarding the basic level of service standard and services and resources provided by the State Library.

Mark Johnson, Director at Dallas Public Library, shared information about the benefits of being part of CCRLS and announced that the Directors support Keizer joining.

Christy Davis, Director of Silver Falls Library District, voiced the hope that Keizer would join the CCRLS, reviewed staff resources made available to members by the State Library and added to Mr. Johnson's testimony regarding the benefits of membership.

Ms. Toewe then reviewed the \$125,000 funding request from the Library noting that it would cover the cost of a full-time professional librarian, a half-time clerk, lease costs, a small amount of the book budget and part of the operating expenses. She noted that the \$10,000 the City currently provides is included in the funding request. Discussion followed regarding funding sources, future increases in cost, personnel, hours, operations and structure.

Bill Leach, President Keizer Community Library Board, noted that the Board was anxious to pursue this task and intended to provide extensive outreach and community involvement.

Lore Christopher, Keizer, expressed support for becoming part of the CCRLS, shared information about past efforts to join, and urged that no funds be expended until this issue has been approved by taxpayers.

Richard Walsh, Keizer, voiced support for this proposal, provided information about past efforts and requirements of CCRLS membership, and urged that the budget and plan be approved in writing by CCRLS before taking it to the voters.

Daisy Hickman, Keizer, speaking as a citizen and a library volunteer, shared information about the current library, community needs and the importance of having paid library staff and voiced support for pursuing CCRLS library membership.

Lisa Vasquez, Keizer, voiced support for pursuing CCRLS library membership and indicated that she would be willing to pay and did not see the need for taking this to voters.

Alexa Smith, Keizer, voiced support for pursuing CCRLS library membership and taking the issue to the voters.

ADJOURN

Mayor Clark adjourned the work session at 8:01 p.m.

APPROVED:

MAYOR:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

~ Absent ~

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

~ Absent ~

Councilor #2 – Shaney Starr

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____