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## **AGENDA**

### **KEIZER CITY COUNCIL**

### **REGULAR SESSION**

**Monday, August 21, 2023**

**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**
- 5. COMMITTEE REPORTS**
- 6. PUBLIC COMMENTS**

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

- 7. PUBLIC HEARING**
- 8. ADMINISTRATIVE ACTION**

- a. RESOLUTION – Establishing the Keizer Emergency Planning Committee; Repealing Resolution R2009-1987.
- b. ORDINANCE – Regulating Parades, Special Events, and Temporary Closure of Streets for Block Parties, Repeal of Ordinance No. 90-178 and Ordinance No. 2000-419.
- c. Operating Businesses in Parks and Other Public Spaces

- 9. CONSENT CALENDAR**

- a. RESOLUTION – Authorizing the City Manager to enter into a contract with Newman Paving and Curbing Inc. for paving work at various locations.
- b. RESOLUTION – Authorizing City Manager sign amendment to Cooperation Agreement for Community Development Block Grant Funds.

- c. Approval of August 7, 2023 Regular Session Minutes.
- d. Approval of August 14, 2023 City Council 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**

**Tuesday, September 5, 2023 – 7:00 p.m.**

**City Council Regular Session**

**Monday, September 11, 2023 – 6:00 p.m.**

**City Council/ Parks Advisory Board Joint Work Session – City Parks Tour**

**Monday, September 18, 2023 – 7:00 p.m.**

**City Council Regular Session**

**14. ADJOURNMENT**



CITY COUNCIL MEETING: AUGUST 21, 2023

To: Mayor Clark and City Council Members

FROM: Adam J. Brown, City Manager

SUBJECT: **KEIZER EMERGENCY PLANNING COMMITTEE**

**PROPOSED MOTION:**

*I move the City Council adopt Resolution R2023-\_\_\_\_\_ Establishing the Keizer Emergency Planning Committee (Repealing Resolution R2009-1987).*

**I. SUMMARY:**

Resolution R2009-1987 established the Keizer Emergency Planning Committee in 1993 to update the Emergency Operations Plan.

**II. BACKGROUND:**

- A. In 1993 an ad hoc committee was established by Resolution R93-625 with the goal to update the Keizer Emergency Operations Plan. The committee was dissolved upon completion of the plan.
- B. Resolution R2009-1987 created a standing committee whose purpose was "To implement, test and refine the policy established in the Emergency Operations Plan." The committee can be reconvened to amend the plan.
- C. The composition of the committee is currently as follows.
  - 1. Keizer Emergency Manager (1) .....Not currently a full-time position
  - 2. Police Emergency Manager (1) .....Not an assigned duty at this time
  - 3. City Manager (1) .....Currently functioning as Emergency Manager
  - 4. Chief of Police (1)
  - 5. Public Works Director (1)
  - 6. EVAK Co-coordinator (2) ..... EVAK no longer exists
  - 7. Council Liaison (1)
  - 8. Marion County Emergency Manager (1)
  - 9. Citizen at Large (1)
  - 10. Keizer Fire District (1)..... Marion County Fire District is left out

11. American Red Cross (1)
- D. The plan was updated by the committee in 2009 which was the last revision to the existing plan. An update to the plan is overdue, particularly since our base of understanding of emergency management has come so far in the last two decades.
  - E. As you can see from the list above, some of the positions and organizations on the committee created in 2009 do not exist anymore.

### III. **CURRENT SITUATION:**

- A. Marion County received a grant to be able to assist local governments within the county's jurisdictional boundaries. They will be able to assist Keizer with an update to the Keizer Emergency Operations Plan. The committee makeup must be approved so that the committee can work with the professional emergency managers to revise and amend the current emergency operations plan.
- B. Staff recommends revising the committee makeup as follows:
  1. Keizer Emergency Manager or City Manager Designee (1)
  2. City Manager (1)
  3. Chief of Police or their Designee (1)
  4. Public Works Director (1)
  5. Keizer Community Emergency Response Team (CERT) (1)
  6. Council Member (1)
  7. Marion County Emergency Manager (1)
  8. Citizen at Large (1)
  9. Keizer Fire District (1)
  10. American Red Cross (1)
  11. Marion County Fire District 1 (1)
  12. Salem Emergency Manager or Designee of the City Manager (1)
- C. This new makeup would be the same size as the last committee of 12. The major changes to the makeup are:
  1. Adding CERT – EVAK was a volunteer group that does not exist anymore. CERT meets regularly in the emergency operations center and has participated over the last year as Keizer has revamped their emergency preparedness.
  2. Marion County Fire District 1 – Both Keizer Fire District and Marion County Fire District cover parts of Keizer.
  3. Salem Emergency Manager – Salem handles dispatch for the City of Keizer. Additionally, as neighbors we share resources and support each other through mutual aid agreements.



**IV. ANALYSIS:**

- A. **Strategic Impact** – This directly relates to the council’s short-term goals to update the Emergency Operations Plan. Approval of this committee will prepare the city to discuss and approve updates to the plan.
- B. **Financial** – No financial impact.
- C. **Timing** – We don’t have a firm timeline on when the County expects to be able to begin work on the Emergency Operations Plan revisions, but city staff would like to be prepared for the opportunity when it arises. It is expected to be within the next 12 months.
- D. **Policy/legal** – The City Council must approve by resolution changes to the Keizer Emergency Planning Committee.

**V. ALTERNATIVES:**

- A. Approve Resolution R2023-\_\_\_\_\_ establishing the Keizer Emergency Planning Committee.
- B. Change the Proposed Makeup of the Committee – The committee could be altered by the council from that which is proposed.
- C. Take No Action – We will not be prepared to meet as a body to amend the current Emergency Operations Plan

**VI. RECOMMENDATION:**

Staff recommends the City Council approve the attached Resolution .

**ATTACHMENTS:**

- Emergency Management Presentation
- Resolution R2009-1987
- Resolution R2023-\_\_\_\_\_ Establishing the Keizer Emergency Planning Committee; Repealing Resolution R2009-1987



# Keizer Emergency Management State of Preparedness

August 15, 2023



# Upon Arrival

- Emergency Management was the hot potato nobody wanted
- Council was stepping in to cover a need during events



# Basic Terms

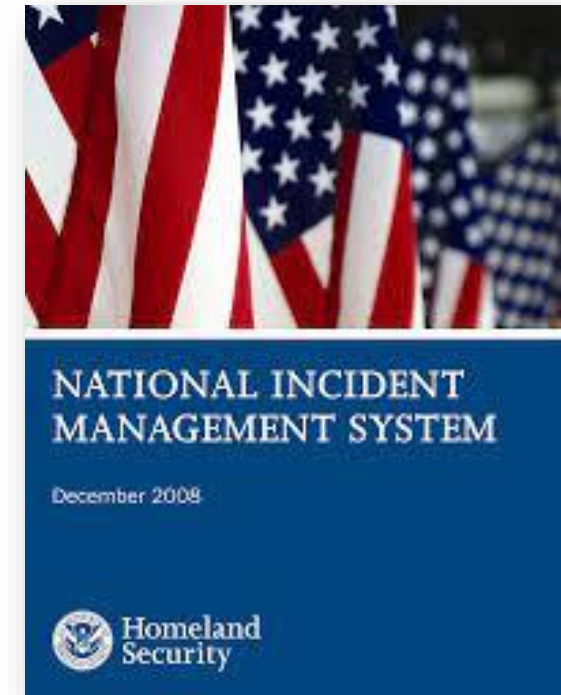


## NIMS – National Incident Management System

- The National Incident Management System is a standardized approach to incident management developed by the United States Department of Homeland Security. The program was established in March 2004, in response to Homeland Security Presidential Directive-5, issued by President George W. Bush.

## ICS – Incident Command System

- The Incident Command System is a standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.







# Progress Made this Year

August 14, 2023

# Established Relationship With Emergency Management Partners



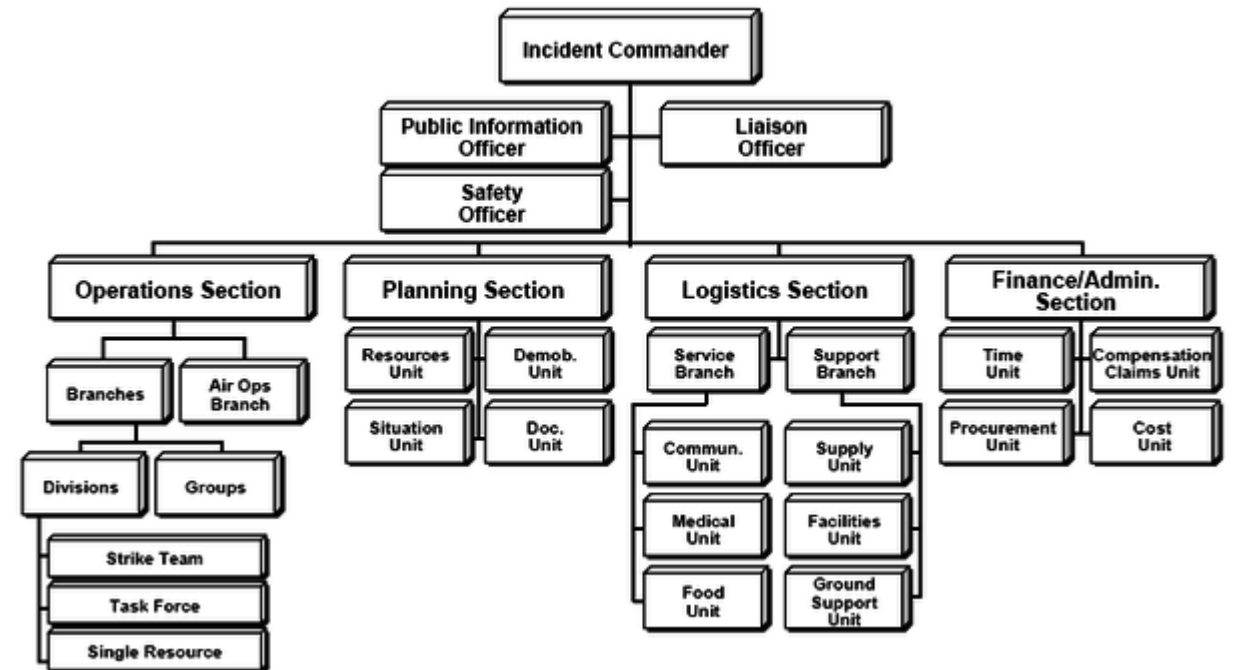
- Marion County Emergency Management (Most Important since all of our efforts must go through Marion County)
- Salem Keizer School District Emergency Operations
- Chemeketa Emergency Management
- Charriots Emergency Management
- Red Cross
- Community Emergency Response Team (CERT)





# Training

- We have participated in two table top exercises with Marion County
- Increased training
  - Permit Tech – 100, 200, 300, 700, 800
  - City Manager – ICS 346
  - One Department Head left to receive ICS took 100 & 200



# Evaluated Staff Radio Communication



## What radio are we talking about?

Communication hub at city hall so that the EOC has communication between city staff in case of a failure with cell phones.

- Our radio hub at city hall is not functioning
- It will cost approximately \$7,200 to get back into working order





# Established Quarterly Emergency Management Meetings



Held first emergency management meetings on:

- January 31, 2023
- May 30, 2023
- August 29, 2023

Next One

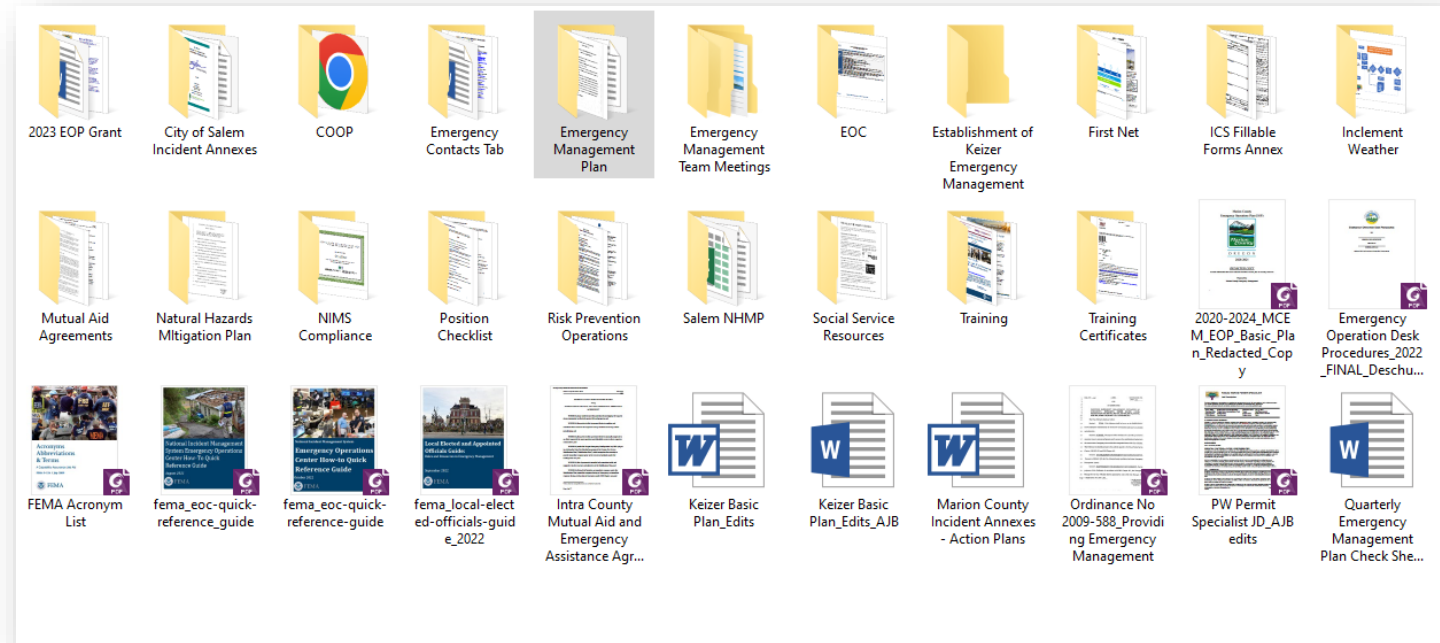
- October 31, 2023





# Organized EOC Data Files

- Shared file with Emergency Operation Plan
- Mutual Aid Agreements
- ICS Forms
- Flow charted procedures
- Position Checklist
- Training Certificates
- Quick Reference Guides



# Emergency Operations Plan Status



- The plan has not been revised since 2008
- Missing contacts
- Natural disaster planning is basically the same
- Contingency plans for manmade disasters are not included in our plan (e.g. Cyber Attacks, terrorism, civil disorder, biological/chemical threats)

EMERGENCY  
PLAN



# Plan Update

- Received partial markup on our plan from Marion County
- City Manager completed a markup of the plan
- Contacts have all been updated
- Mutual Aid Agreements have been organized
- Marion County received a grant to have a professional emergency manager review our plan.
- Plan needs to be approved by the Keizer Emergency Planning Committee



The Subcommittee on Investigations of the Senate Committee on Governmental Affairs, at the urging of former Senator Sam Nunn, held a series of hearings in May, June, and July 1996 regarding the threats to and potential solutions for protecting the NII. Government and industry officials, together with Members of Congress, proffered opinions for identifying and countering both existing and emerging threats. The Subcommittee also heard testimony regarding Executive Order 13010.

Redax Draw Box Markup

Despite past and continuing problems, recent Executive Branch initiatives demonstrate that information systems security is becoming a primary national security concern. For example, on July 16, 1996, Deputy Secretary of Defense John P. White testified before the Senate Government Affairs Committee's Permanent Subcommittee on Investigations regarding security in cyberspace. In the course of his testimony, he described a proposal to create a Joint Defense and Intelligence Community Information Warfare Technical Center that would be located at the National Security Agency. The Center would have the responsibility to bring the expertise of the intelligence and military communities to define common problems and provide community-specific solutions that will contribute further to information and infrastructure assurance through employ-

Acrobat Markups

Acrobat Redaction Markup



# Keizer Emergency Planning Committee



**Resolution R2009-1987 Established the Keizer Emergency Planning Committee.**

- This created a committee to “implement, test, and refine the policy established in the Emergency Operations Plan
- Emergency Manager or City Manager is the Chair

**The Emergency Planning Committee Composition needs to be changed so that revisions can be adopted.**

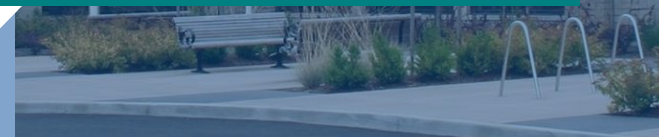




# Keizer Emergency Planning Committee – Current Makeup



Keizer Emergency Manager (1)  
Police Emergency Manager (1)  
City Manager (1)  
Chief of Police (1)  
Public Works Director (1)  
EVAK Co-coordinator (2)  
Council Liaison(1)  
Marion County Emergency Manager (1)  
Citizen at Large (1)  
Keizer Fire District (1)  
American Red Cross (1)



# Keizer Emergency Planning Committee – Current Makeup



Keizer Emergency Manager (1)	Keizer Emerg. Mgr. or City Manager Designee (1)
Police Emergency Manager (1)	
City Manager (1)	City Manager (1)
Chief of Police (1)	Chief of Police (1)
Public Works Director (1)	Public Works Director (1)
EVAK Co-coordinator (2)	Community Emergency Response Team (CERT) Designee (1)
Council Liaison(1)	Council Liaison (1)
Marion County Emergency Manager (1)	Marion County Emergency Manager (1)
Citizen at Large (1)	Citizen at Large (1)
Keizer Fire District (1)	Keizer Fire District (1)
American Red Cross (1)	American Red Cross (1)
	Marion County Fire District 1 (1)
	Salem Emergency Manager or Designee of the City Manager (1)



# Next Up

- Amend Keizer Emergency Planning Committee
- Work with County on update to our plan with the professional emergency management support
- Rotate staff through County table top exercises
- Work up to having our own table top exercise, perhaps in coordination with Marion County
- Find funding for radio fix





**CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON****Resolution R2009- 1987****ESTABLISHING THE KEIZER EMERGENCY PLANNING COMMITTEE  
(REPEALING RESOLUTION R93-625)**

**WHEREAS, Resolution R93-625 established a committee in 1993 to update the Emergency Operations Plan;**

**WHEREAS, the committee established in 1993 was to be dissolved upon the completion of the task assigned;**

**WHEREAS, the committee established in 1993 completed the task assigned and the Council wishes to repeal Resolution R93-625 and dissolve the committee formally;**

**WHEREAS, the City Council adopted an ordinance for Emergency procedures on March 16, 2009 authorizing the Emergency Manager and/or City Manager to supervise and control the Keizer Emergency Planning Committee and shall be responsible to develop and maintain the Emergency Operations Plan;**

**WHEREAS, the City Council wishes to establish a Keizer Emergency Planning Committee to work in coordination with the Keizer Emergency Manager and/or City Manager to implement and refine policy governing the Emergency Operations Plan;**


**NOW, THEREFORE**


**BE IT RESOLVED, by the City Council of the City of Keizer that the Keizer Emergency Planning Committee, is hereby established as outlined in Appendix "A", which is attached hereto and by this reference made a part hereof.**

**BE OT FURTHER RESOLVED by the City Council of the City of Keizer that Resolution No. R93-625 is hereby repealed in its entirety.**

**PASSED this 19th day of October, 2009.**

**SIGNED this 19th day of October, 2009.**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Recorder

## ***Appendix "A"***

### ***City Council Committee***

**Name:** Keizer Emergency Planning Committee

**Purpose:** To implement, test and refine the policy established in the Emergency Operations Plan.

**Membership:** The Committee will consist of twelve (12) members; Keizer Emergency Manager, Police Emergency Manager, City Manager, Chief of Police, Public Works Director, (2) EVAK Co-Coordinator, Council Liaison, Marion County Emergency Manager, Citizen at Large, Keizer Fire District Representative and American Red Cross Representative.

**Chair:** The meetings will be chaired and directed by the Emergency Manager and/or City Manager.

**Meetings:** Members of the Committee shall establish a regular meeting date. All meetings of the Committee shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.

**Attendance:** It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair.

## 1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2  
3 Resolution R2023-\_\_\_\_4  
5 ESTABLISHING THE KEIZER EMERGENCY PLANNING COMMITTEE;  
6 **REPEALING RESOLUTION R2009-1987**7  
8 WHEREAS, the City Council established a committee in 1993 to update the  
9 Emergency Operations Plan and such committee was dissolved upon the completion of  
10 the task assigned;11 WHEREAS, the City Council established a committee in 2009 to update the  
12 Emergency Operations Plan and the committee has completed its task assigned;13 WHEREAS, the Emergency Planning Committee has not met since the  
14 completion of its task;15 WHEREAS, it is appropriate for the City Council to establish the Keizer  
16 Emergency Operations Committee under the new format and set a new membership so  
17 an update of the Emergency Operations Plan can take place;18 WHEREAS, the City Council wishes to establish the Keizer Emergency Planning  
19 Committee to work in coordination with the Keizer Emergency Manager and/or City  
20 Manager to implement and refine policy governing the Emergency Operation Plan;

21 NOW, THEREFORE,

22 BE IT RESOLVED by the City Council of the City of Keizer that the Keizer  
23 Emergency Planning Committee, is hereby established as outlined in Appendix "A",  
24 which is attached hereto and by this reference incorporated herein.

1 BE IT FURTHER RESOLVED that the members shall be appointed by its  
 2 respective organizations.

3 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that  
 4 Resolution No. R2009-1987 is hereby repealed in its entirety.

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

7 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

8  
 9 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

10  
 11  
 12  
 13  
 14  
 15  
 16

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 City Recorder

## **Appendix “A” City Council Committee**

**Name:** Keizer Emergency Planning Committee

**Purpose:** To implement, test and refine the policy established in the Emergency Operations.

**Membership:** The Committee shall consist of twelve (12) voting members.

1. Keizer Emergency Manager or City Manager Designee (1)
2. City Manager (1)
3. Chief of Police or their Designee (1)
4. Public Works Director (1)
5. Keizer Community Emergency Response Team (CERT) (1)
6. Council Member (1)
7. Marion County Emergency Manager (1)
8. Citizen at Large (1)
9. Keizer Fire District (1)
10. American Red Cross (1)
11. Marion County Fire District 1 (1)
12. Salem Emergency Manager or Designee of the City Manager (1)

The Mayor will appoint the Council Member to the Committee and will make such announcement at a regularly scheduled Council meeting. The Citizen at Large member shall be appointed by the City Council following a recommendation by the Volunteer Coordinating Committee. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure.

**Term of Office:** The Council Member shall be appointed for a term pursuant to the Council Rules of Procedure. All other members of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed. The terms shall be staggered so that not more than three will expire in the same year.

**Chair and Vice-Chair:** The Committee will elect the Chair and Vice-Chair at the first meeting of each calendar year.

**Meetings:** Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

**Attendance:** It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by two-thirds majority vote of the City Council.



CITY COUNCIL MEETING: AUGUST 21, 2023

To: Mayor Clark and City Council Members

FROM: Adam Brown, City Manager

SUBJECT: **SPECIAL EVENT PERMITTING**

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**PROPOSED MOTION:**

I move that the council adopt Ordinance 2023-\_\_\_\_ Regulating Parades, Special Events, and Temporary Closure of Streets for Block Parties; Repeal of Ordinance No. 90-178 and Ordinance No. 2000-419.

**I. SUMMARY:**

On June 5, 2023, the Keizer City Council discussed amendments to the special event permitting process to ensure that neighborhoods impacted by events lasting more than one day had a process for incorporating public participation from that neighborhood. Staff has worked on amendments to the resolution to incorporate revisions to meet this objective.

**II. BACKGROUND:**

- A. The special event process includes both short term and long-term events. Examples of short-term events includes parades for Christmas and Keizerfest. The Keizer Miracle of Christmas Lights is an example of a long-term special event.
- B. The annual Keizer Miracle of Christmas Lights Display has been a benefit to our community for over 40 years and has run smoothly for the most part for more than 40 years. The City wishes this activity to continue and appreciates those who have made it happen since its inception.
- C. Three families have been the organizers of the event for the last 10 years. Those families have stepped down from organizing the event.
- D. This past year, neighbors protested the addition of their loop, which is Mistwood Dr. and Meadowlark Dr. west of 14th Avenue NE. A petition was submitted to

the City and residents on the loop showed up to speak against being added to the route.

- E. Ultimately, city staff directed that the Mistwood and Meadowlark loop be taken off the route. The City Council directed staff to review the process and come back to the City Council with policy recommendations.
- F. The City Council discussed the issue at their regularly scheduled meeting on June 5, 2023 and directed staff to prepare revisions to the ordinance that would incorporate public participation into the permitting process for events like the Miracle of Christmas Lights that impact neighborhoods for a period more than 24 hours.

### **III. CURRENT SITUATION:**

- A. The immediate past organizers have stepped down from running the event. Another group of families have emerged to handle the event on the current route. They too have waited to file for a special event permit until after staff made their review.
- B. Staff flow-charted the internal review process of the route, with safety and traffic flow as the primary concern. We determined the internal process was adequate for safety and traffic flow. We did however, find that there was a lack of public participation for those who were impacted by the route. The submission of the application had no requirements that the people impacted in the neighborhood had a say in what went on in their neighborhood. The residents were expected to take on whatever change was made without any input.
- C. Staff differentiated activities that impacted arterial roads from activities impacting neighborhoods. Arterial roads are too busy to close for more than 24 hours. These are events like parades and community or school running events. The organizers understand that arterial roads can only be closed for short periods of times otherwise traffic and commerce would be too disrupted for our local residents and businesses. Residential streets, however, do not cause community wide disruption, but do impact those in the neighborhood. The streets are not closed, but normal flow is disrupted.
- D. Staff brainstormed ways to allow residents in neighborhoods to participate in the process knowing that city resources are not adequate to intervene at this level. We are proposing that neighborhood associations and homeowners' associations, where they exist, be used to provide a recommendation for the event as a requirement for submission of the application. Where neither a neighborhood association or homeowners association exist, a petition signed by the homeowners or tenants along the route be submitted with at least 50%



approval. Staff can verify the signatures, on the rare occurrence that an event impacting multiple houses in a neighborhood should submit a special event permit and need validation.

- E. The neighborhood association and/or homeowners association shall take proactive steps to garner the input from all affected residents and/or property owners. Evidence of the participation shall be demonstrated in the application.
- F. The proposed ordinance grants an appeal from the city manager's decisions to the Keizer City Council. (The proposed ordinance combines the special event ordinance with an old street closure (Block Party) ordinance.)

#### IV. **ANALYSIS:**

- A. **Strategic Impact** – No Impact.
- B. **Financial** – An application fee of \$50 will cover some of the administrative costs for review. The balance of cost uncovered would be considered for the public benefit. This is an increase from \$25.
- C. **Timing** – The primary event this impact is the Keizer Miracle of Lights. Preparing for the event is timely because of the transition to new organizers and the proximity to the annual event.
- D. **Policy/legal** – The current special event permit process is approved by ordinance and therefore can only be changed by ordinance by the Keizer City Council.

#### **ALTERNATIVES:**

- A. Adopt Ordinance No. 2023-\_\_\_\_ Regulating Parades, Special Events, and Temporary Closure of Streets for Block Parties; Repeal of Ordinance No. 90-178 and Ordinance No. 2000-419.
- B. Public Hearings Upon Objection – This alternative would require a public hearing if any objections are received.
- C. Hold an Annual Hearing – the City could require an annual public hearing for the long-term events.

#### **RECOMMENDATION:**

Staff recommends that council allow for public comment on the fee and unless there are objections or questions, adopt Ordinance No. 2023-\_\_\_\_ Regulating Parades, Special Events, and Temporary Closure of Streets for Block Parties; Repeal of Ordinance No. 90-178 and Ordinance No. 2000-419.

## Attachments:

- Draft Ordinance No. 2023-\_\_\_\_\_ Regulating Parades, Special Events, and Temporary Closure of Streets for Block Parties, Repeal of Ordinance No. 90-178 and Ordinance No. 2000-419

A BILL

ORDINANCE NO.

2023-\_\_\_\_\_

FOR

AN ORDINANCE

REGULATING PARADES, SPECIAL EVENTS, AND  
TEMPORARY CLOSURE OF STREETS FOR BLOCK  
PARTIES; **REPEAL OF ORDINANCE NO. 90-178 AND  
ORDINANCE NO. 2000-419**

WHEREAS, the City of Keizer oversees City streets and traffic safety within the  
City limits of Keizer;

WHEREAS, the City of Keizer receives requests from individuals and  
organizations to temporarily close or use the streets along certain limited portions within  
the City for purposes of social and community parades or processions, special events,  
and block parties;

NOW THEREFORE, The City of Keizer ordains as follows:

Section 1. DEFINITIONS. For purposes of this Ordinance, the following  
mean:

(1) Applicant. An individual or organization applying to the City for  
permission to temporarily close or use certain limited portions of various  
streets or public property.

(2) Block Party. An activity conducted within an area not exceeding one city  
block or one intersection, which is sponsored solely by the owners, residents  
or tenants in the area, or their organization and is not for commercial  
advertising purposes or profit.

- 1           (3)   City Manager. The Keizer City Manager or their designee.
- 2           (4)   Long Term Event. A Special Event that may be disruptive to neighboring  
3           properties for more than one (1) day.
- 4           (5)   Parade. A procession or assembly of persons, animals, or vehicles or  
5           combination thereof using the street or public right-of-way and consisting of  
6           ten (10) or more persons or three (3) or more vehicles, with the exception of  
7           funeral processions.
- 8           (6)   Permit. The document issued by the City of Keizer giving the applicant  
9           permission to hold the parade, special event, or block party under the rules,  
10          regulations, and requirements of this Ordinance.
- 11          (7)   Public Property. Property owned by or under the control of the City of  
12          Keizer, or private property and premises opened to the public as defined in  
13          ORS 801.400.
- 14          (8)   Special Event. The temporary use of public property including street  
15          closures for the purpose of conducting short term events including, but not  
16          limited to art shows, music concerts, amusement attractions, fund-raising  
17          events, and sporting events.
- 18          (9)   Street. Public right-of-way or any access roads or private roads open to  
19          the general public for use of motor vehicles, regardless of whether the  
20          premises are publicly or privately owned or controlled.
- 21

Section 2. PURPOSE. This Ordinance is enacted pursuant to the authority over matters of local concern granted to the City of Keizer to ensure the public safety of the citizens. This Ordinance shall not apply to City parks, which are governed by Park Regulations and a separate reservation system.

Section 3. PERMIT REQUIRED. No person or persons shall obstruct, close or make use of a street, sidewalk, or public property for a parade, special event, or block party which would limit the unobstructed use of such by the general public, without first obtaining a permit from the City of Keizer. No person shall produce, direct, conduct, manage, or assemble any parade, special event, or block party without first obtaining a permit from the City of Keizer. Violations of this section are infractions and the responsible parties may be cited under the Keizer Civil Infraction Ordinance.

Section 4. PERMIT APPLICATION. Written application for each permit shall be made to the City Manager upon a form provided by the City no less than ninety (90) days prior to the parade, special event, or block party. This time may be waived by the City Manager in their sole discretion. Each application shall include the following information:

- (1) The name, address, and phone number of the person or organization responsible for the proposed special event, parade, or block party.
- (2) The date and times of the proposed special event, parade, or block party.
- (3) The proposed starting and ending times.

- (4) A map showing the desired route or location, including assembly and disassembly points of the event, the proposed signing/traffic control plan, and the specific location of streets to be closed.
- (5) The number of persons, vehicles and animals that will be participating in the special event, parade, or block party.
- (6) The purpose of the parade, special event, or block party.
- (7) Whether or not charity, gratuity, or offerings will be solicited or accepted, or sales of food, beverages, or other merchandise will occur;
- (8) Whether any sound amplification equipment is proposed to be used, and if so, information describing such sound amplification equipment;
- (9) Whether parking is requested to be restricted or prohibited during the parade, special event, or block party;
- (10) A certificate of insurance and additional insured endorsement showing evidence of liability insurance with limits no less than \$1,000,000 combined single limit for coverage of bodily injury and property damage and naming the City of Keizer, its officers, agents, and employees as an additional insured.
- (11) The signature of the person responsible for the proposed special event, parade, or block party.
- (12) The City Manager may require additional information.

Section 5. APPLICATION FEE. A non-refundable permit fee of \$50.00 shall accompany all applications for a parade, special event or block party. The application fee shall automatically be adjusted every three years using the Portland Consumer Price Index for Wage Earners beginning July 1, 2026.

Section 6. PERSONNEL COSTS. As determined by the City Manager, City personnel may be required to perform duties for the parade, special event, or block party. Unless waived by the City Council, Applicant shall pay to the City an amount equal to the employee's compensation, including benefits for each City personnel who are required by the City to work overtime hours, or other than regular shift or perform duties during or as a result of such parade, special event, or block party. Applicant shall pay the estimated amount no later than twenty (20) days prior to the parade, special event, or block party. Within thirty (30) days after the event, the City shall refund any overpayment, or invoice the Applicant for any additional amounts due. In such case, Applicant shall pay the amount due within thirty (30) days.

Section 7. LONG TERM EVENTS. For Long Term Events, the following process shall be used:

1. A positive recommendation shall be received from the neighborhood association and/or homeowner's association if applicable. If there is neither a neighborhood association or homeowners association, then fifty percent (50%) of the affected property owners shall consent to the event in writing.

2. If applicable, the neighborhood association and/or the homeowners association shall take proactive steps to garner the input from all affected residents and/or property owners. The association shall detail the process used and forward comments received to assure participation in the process was achieved to the greatest extent possible.

3. The neighborhood association or homeowners association shall submit a description of the process, input received and recommendation directly to the City Manager within thirty (30) days of receiving the request for information from the City Manager.

4. If the event is an annual event and no substantive change is made in the event and no change in the affected area is requested, the recommendation is still required, but the steps set forth in subsections (2) and (3) are not required.

Section 8. PERMIT APPROVAL. Within sixty (60) days of receipt of an application, the permit shall be granted if the City Manager, upon receipt of the application, determines that:

(1) The parade, special event, or block party can be conducted without endangering public safety;

(2) The parade, special event, or block party can be conducted without seriously inconveniencing the general public;



(3) There is sufficient public safety personnel available, if the City Manager determines it is necessary to monitor or direct participants, observers and the general public, to facilitate the safe and orderly conduct of the parade, special event, or block party;

(4) There is adequate insurance coverage for the parade, special event, or block party, or the City Manager determines that the nature of the activity carries minimal or no risk to the City of Keizer.

Section 9. PERMIT DENIAL. Within forty-five (45) days of receipt of an application, if the City Manager determines that the parade, special event, or block party cannot meet the requirements listed in Section 7 and Section 8, the City Manager may:

(1) Propose an alternate route/location for the parade, special event or block party; or

(2) Propose an alternate date; or

(3) Deny the permit in its entirety.

The City Manager may also grant the permit and impose reasonable conditions to assure that the parade, special event or block party meets the requirements of Section 7 and Section 8.

Section 10. APPEAL OF CITY MANAGER DECISION. A decision made by the City Manager pursuant to Section 9 may be appealed by the applicant to the City Council. The appeal shall be filed in writing with the City Recorder and physically received within seven (7) days of the date of the denial. The City Council shall consider

1 the appeal at a public hearing within fourteen (14) days of the date of the appeal. The  
2 decision of the City Council shall be final.

3 Section 11. REVOCATION OF PERMIT. The City Manager or Chief of  
4 Police may revoke a permit at any time by reason of emergency, disaster, calamity,  
5 disorder, riot, extreme traffic conditions, violation of any permit conditions, undue  
6 burden on public service, or if circumstances reasonably show that the parade, special  
7 event, or block party can no longer be conducted consistent with public safety.

8 Section 12. BARRICADES/CONES. As determined by the City Manager,  
9 barricades, cones or other devices may be required during the parade, special event, or  
10 block party. City staff shall be responsible for placing, maintaining and removal of any  
11 devices deemed necessary by the City Manager during the parade, special event, or  
12 block party. Applicant shall pay to the City the actual costs for use of the devices.  
13 Applicant shall pay such amount no later than twenty (20) days prior to the parade,  
14 special event, or block party based on the estimate number of devices. If additional  
15 devices are used, Applicant shall pay the additional amounts within thirty (30) days  
16 following the event.

17 Section 13. SIGNAGE. Signage for the parade, special event, or block party  
18 must comply with the current Keizer Sign Regulations, unless allowed by City Council  
19 action.

1           Section 14. AMPLIFICATION. Applicant shall be responsible for the  
 2 monitoring of sound during the parade, special event, or block party. Applicant must  
 3 comply with all applicable regulations and laws, including, but not limited to the  
 4 requirements of the Keizer Noise Ordinance.

5           Section 15. INTERFERENCE WITH PARADE, SPECIAL EVENT, OR  
 6 BLOCK PARTY PROHIBITED. It is unlawful for any person to interfere with a  
 7 parade, special event or block party permitted under this Ordinance or to participate in a  
 8 parade, special event or block party without the permission of the permit holder. In  
 9 addition, the following acts, among others, are prohibited by this Section:

- 10           (1) Blocking, obstructing or impeding the passage of participants, vehicles or  
 11 animals in the parade, special event, or block party; or
- 12           (2) Walking or running, driving a vehicle, riding a bicycle or skateboard  
 13 through, between, with or among participants, vehicles, or animals in the  
 14 parade, special event, or block party; or
- 15           (3) Dropping, throwing, rolling or flying any object toward, among or  
 16 between the observers, participants, vehicles or animals in the parade, special  
 17 event, or block party; or
- 18           (4) Throwing, squirting, dumping or dropping any liquid or gaseous substance  
 19 on, toward, among or between participants, vehicles or animals in the parade,  
 20 special event, or block party; or

(5) Grabbing at, taking hold of, hitting, pulling or pushing any participant, vehicle or animal in the parade, special event, or block party or anything in the possession of any participant in the parade, special event, or block party.

Section 16. REMEDIES. Violations of this Ordinance are infractions, and the responsible parties may be cited under the Keizer Civil Infraction Ordinance. In addition, as a nuisance, the nuisance may be abated under the Keizer Nuisance Abatement Procedure Ordinance. These procedures and/or remedies shall not prohibit in any way any alternative remedies set out in city ordinances or state statutes. The remedies set forth herein are not exclusive, but are in addition to any and all common law and statutory remedies for the abatement of nuisances.

Section 17. SAVINGS CLAUSE. Should any section or portion of this Ordinance be held unlawful or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific section, or portion thereof, directly specified in the decision. All other sections and portions of this Ordinance shall remain in full force and effect.

Section 18. REPEAL OF ORDINANCE NO. 90-178 AND ORDINANCE NO. 2000-419. Ordinance No. 90-178 (An Ordinance for the Temporary Closure of Street for Block Party) and Ordinance No. 2000-419 (Regulating Parades or Special Events) are hereby repealed in their entireties.

1           Section 19. EFFECTIVE DATE. This Ordinance shall take effect thirty (30)  
2 days after its passage.

3           PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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5           SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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\_\_\_\_\_  
Mayor

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\_\_\_\_\_  
City Recorder



CITY COUNCIL MEETING: AUGUST 21, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: E. Shannon Johnson, City Attorney

SUBJECT: **OPERATING BUSINESSES IN PARKS AND OTHER PUBLIC SPACES**

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**PROPOSED MOTION:**

Direct staff as appropriate (see alternatives).

**I. SUMMARY:**

Currently, City regulations do not allow anyone to operate a business in City parks or other public property unless it is authorized by a reservation permit. The City has had inquiries about allowing some businesses.

**II. BACKGROUND:**

- A. On occasion the City has had inquiries about allowing businesses in the parks. Recently, a party asked about a coffee push cart to be placed at Keizer Rapids Park. In the past, we received requests for selling dog toys at the dog park.
- B. A few years ago there was interest in canoe/kayak rentals; however, the boat ramp and parking lot are subject to grant restrictions that do not allow businesses in that area.
- C. Food trucks are allowed at Keizer Rotary Amphitheatre, but only in connection with a permitted event.
- D. Though staff can develop standards regarding safe placement and access, required county/state permits and insurance, the question is what type of business would be appropriate. Staff feels that this is a Council policy question and would request Council direction on the matter.

### III. **CURRENT SITUATION:**

- A. The Park Regulations do not permit businesses to operate in the parks unless a special permit or contract provides for it.
- B. Persons have asked about the possibility of businesses, but there is no policy for what kind of business would be allowed.
- C. It would be appropriate for the City Council to determine if businesses would be allowed.
- D. The Council may wish to address other issues such as which parks would be allowed for business, hours of operation, locations, etc.

### IV. **ANALYSIS:**

- A. **Strategic Impact** – There is no strategic impact.
- B. **Financial** – Staff anticipates charging a fee for the permit since public property is being used for private benefit.
- C. **Timing** – Parties have been waiting on an answer on this matter.
- D. **Policy/legal** – The allowance of businesses in the parks is a policy question for Council.

### **ALTERNATIVES:**

- A. Make no change in the regulations. This alternative would continue to prevent businesses from operating in the parks.
- B. Allow some businesses to operate. Council could determine that only some businesses could operate in the parks. For example, Council could limit businesses to food and beverages only.
- C. Allow all businesses to apply, but limit the number of businesses.
- D. If City Council chooses Alternative B or C, Council should also discuss any other requirements or conditions such as times for operation, size or location. In addition, if Council chooses Alternative B or C, staff recommends limiting businesses to Keizer Rapids Park, Claggett Creek Park and Civic Center/Chalmers Jones Park only.

**RECOMMENDATION:**

Council should consider the matter and direct staff accordingly. Please contact me if you have any questions. Thank you.

**ATTACHMENTS:**

None





CITY COUNCIL MEETING: Monday August 21, 2023

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Adam J. Brown, City Manager

FROM: Bill Lawyer, Public Works Director

SUBJECT: **PAVING WORK CONTRACT**

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**PROPOSED MOTION:**

*I move the City Council adopt Resolution R2023-\_\_\_\_\_ Authorizing the City Manager to enter into a contract with Newman Paving and Curbing Inc. for Paving Work at Various Locations.*

**I. SUMMARY:**

The proposed project includes pavement repairs on Ulali Drive near 7-11 and Chick-fil-a, at the Ulali Drive bridge, the Stadium Drive bridge and the Chemawa Road NE bridge. This project also includes paving and sealcoating work at the Public Works shop facility.

**II. BACKGROUND:**

The Department of Public Works solicited bids through the informal bid process for paving work at various locations. Staff sent bid requests to three contractors and only one responded. Newman Paving and Curbing Inc. submitted the price of \$90,340.00 for the project. Based on previous paving work performed by various contractors staff believes these costs are equitable and fair.

**III. CURRENT SITUATION:**

The paving work being performed in this contract was identified by staff as needing to be done to preserve the roads integrity and smooth transitions to the bridges included in the contract. The work being performed at the Public Works shop facility was identified as a need a couple of years ago.

**IV. ANALYSIS:**

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

- B. **Financial** – Funds for this project are available in the City Council adopted Fiscal Year 2023/2024 Street Fund Budget and the Public Works Administrative Services Budget.
- C. **Timing** – Approval of this request will allow the project to be completed prior to the cooler rainy season.
- D. **Policy/legal** – City Council approval is required to award this contract.

**V. ALTERNATIVES:**

- A. Adopt the attached Resolution to allow the project to move forward.
- B. Take No Action – The various areas identified in this contract will continue to deteriorate without these repairs.

**VI. RECOMMENDATION:**

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to enter into this contract.

**ATTACHMENTS:**

- Resolution R2023-\_\_\_ Authorizing the City Manager to Enter Into a Contract With Newman Paving and Curbing Inc. for Paving Work at Various Locations

## CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-\_\_\_\_\_

AUTHORIZING THE CITY MANAGER TO ENTER INTO A  
CONTRACT WITH NEWMAN PAVING AND CURBING INC. FOR  
PAVING WORK AT VARIOUS LOCATIONS

WHEREAS, paving work on Ulali Drive, Ulali Drive bridge, Stadium Drive bridge, Chemawa Road NE bridge and the Public Works shop was identified as a need to preserve the roads integrity and smooth transitions to the bridges;

WHEREAS, bids were solicited through the informal bid process and one bid was received;

WHEREAS, Newman Paving and Curbing Inc submitted the one bid in the amount of \$90,340.00 for this project and staff believes the cost is equitable and fair based on previous paving work performed by various contractors.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to enter into the attached contract with Newman Paving and Curbing Inc for a total cost of \$90,340.00. Funding for this project is from the Street Fund and Public Works Administrative Services Budget.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder

CONTRACT  
FOR  
PAVING WORK

(ULALI DRIVE, ULALI BRIDGE, STADIUM BRIDGE, EAST SIDE OF CHEMAWA  
BRIDGE, PUBLIC WORKS SHOP)

THIS AGREEMENT, made this 10 day of August, 2023, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Newman Paving and Curbing, Inc., hereinafter called "Contractor".

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

1. WORK BY CONTRACTOR. The Contractor shall 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. The Contractor shall complete all aspects of the project except the Public Works Shop no later than September 29, 2023, and shall complete all aspects of the Public Works Shop project no later than October 27, 2023.
3. BONDS. Payment Bonds and Performance Bonds are required of Contractor at Contractor's own expense. Such bonds shall be issued by a surety licensed in the State of Oregon and must be acceptable to Owner. The bonds must equal the sum of the contract price.

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

4. PRECONSTRUCTION CONFERENCE. Before any Work is started, a Preconstruction Conference attended by the Contractor, Public Works Director, and others as appropriate, will be held to establish a working understanding among the parties as to the Work and to discuss the procedures for handling submittals, processing applications for payment, and maintaining records. Contractor is required to request such Preconstruction Conference as soon as possible to prevent delays in the project.
5. CONTRACT SUM. The Contract Sum is Seventy-Two Thousand, Four Hundred (\$72,400.00) for all work except the Public Works Shop. The Contract Sum is Seventeen Thousand, Nine Hundred and Forty (\$17,940.00) for the Public Works Shop. The total Contract Sum for all work is Ninety Thousand, Three Hundred and Forty (\$90,340.00). See Exhibit "B" (Proposed Bid) attached hereto and by this reference incorporated herein.



6. **PAYMENTS.** Contractor may request partial payments as work progresses. Partial payment requests shall be submitted to the Public Works Director by the 10th calendar day of each month for processing. Payment requests shall accurately and completely detail all work completed since the last payment request up to the last day of the month. Any and all additional forms and documentation required by statute or this Agreement shall be submitted with the pay request. No partial or final payments shall be made unless required certified payroll reports have been provided to Owner.

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

- A. Any and all additional forms and documentation required by statute or this Agreement;
- B. An affidavit declaring any indebtedness connected with the work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber the project property;
- C. A statement, under oath, that it has complied with all provisions of State law governing contractors on a public contract and it has complied with the provisions governing fair employment practices;
- D. A statement by each of Contractor's subcontractors, under oath, that each of the subcontractors has complied with all provisions of State law governing contractors on a public contract and has complied with the provisions governing fair employment practices;
- E. Release of any liens, conditioned on final payment being received;
- F. A report of any accidents or injuries experienced by Contractor or its Subcontractors at the worksite.
- G. All certified payroll reports.

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

7. **PAYMENTS WITHHELD.** Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from losses on account of:
- a. Defective work not remedied within a reasonable time after written notice.
  - b. Claims filed or reasonable evidence indicating probable filing of claims.

- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to the site, adjacent public or private property, or to another contractor.
- f. Failure of the Contractor to keep Contractor's work progressing in accordance with Contractor's time schedule.

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

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

OWNER:

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

CONTRACTOR:

Newman Paving & Curbing  
PO Box 6070  
Salem, OR 97304

- 10. LICENSES AND PERMITS. The Contractor shall obtain and maintain all licenses required for public works contracts in the State of Oregon and shall secure and pay for all fees and permits required for the project, if any. Contractor shall comply with all laws, ordinances and regulations, (Federal, State, or local) which may be applicable to the project to be conducted hereunder.
- 11. RESPONSIBILITY OF PUBLIC WORKS DIRECTOR. The term "Public Works Director" herein shall be Bill Lawyer, or his duly authorized representative. The Public Works Director shall have full authority to interpret the plans and specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract. It shall be the duty of the Public Works Director to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that



term is found to be unreasonable and inconsistent with the general spirit of the specifications.

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

13. **LIABILITY INSURANCE.** The Contractor shall procure and maintain ongoing and completed liability insurance as hereinafter specified at Contractor's own expense. All such insurance shall be subject to the approval of the Owner for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to the Owner in writing. Contractor must provide the Owner with a certificate of insurance and endorsement evidencing the insurance within five (5) days from Contractor's execution of this Contract. Contractor shall not commence work until the required evidence has been delivered to Owner. The endorsement must insure the City of Keizer, its officers, agents, contractors, and employees as an additional insured. The insurance requirement is to be in effect during the life of this Contract. The liability insurance required is as follows:

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

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

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



anyone directly or indirectly employed by Contractor or by a subcontractor under him.

14. **WORKERS COMPENSATION INSURANCE.** The Contractor shall procure and maintain, at Contractor's own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Certificates evidencing the issuance of such insurance shall be filed with the Owner within five (5) days after execution of this Contract.
15. **INDEMNITY.** The Contractor shall indemnify the Owner, the Owner's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, Contractor's agents, or employees, in the execution of the work or in guarding the same.
16. **SUBCONTRACTS.** The Contractor shall have full responsibility under these conditions, general provisions, plans and specifications for any subcontracts which Contractor may let. Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind each subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the work. Contractor shall submit a certification to Owner that all subcontractors performing work will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.026 to 701.050 before the subcontractors commence work under the contract.
17. **CONTRACTOR PAYMENTS.** Contractor shall: (1) make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract; (2) pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractor incurred in the performance of the Contract; (3) not permit any lien or claim to be filed or prosecuted against the Owner because of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees.

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



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

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

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

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

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

20. PREVAILING WAGE. Contractor must ensure that each worker in each trade or occupation employed in the performance of this Contract either by the Contractor, Sub-contractor or other person doing or contracting to do the whole or any part of the work on this Contract, shall be paid not less than the applicable prevailing rate of wage set forth in the attached schedule pursuant to ORS 279C.840(4) & OAR 839-025-0033(1).

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

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

A. Prevailing Wage Requirements

a. Applicable Prevailing Wage Rates

- i. If this project is subject to the applicable Oregon Prevailing Wage Rate publication and any amendments, and/or the federal Davis Bacon Wage Rate Act (40 U.S.C. 3141 et seq.), in effect at the time of solicitation, the Contractor shall pay the wage rate and fringe benefits listed in the Bureau of Labor and Industries publication titled "July 5, 2023 Prevailing Wage Rates for Public Works Contracts in Oregon", which is incorporated herein by reference or can be accessed and downloaded at BOLI's website at: <http://www.oregon.gov/boli/WHHD/PWR>.
- ii. If the project is subject to the federal Davis Bacon Act, the current wage rate publication for Oregon can be accessed and downloaded at <http://www.dol.gov/whd/govcontracts/dbra.htm>. ORS.279C.838.
- iii. If the project is subject to the Davis-Bacon Act and if the state prevailing rate of wage is higher than the federal prevailing rate of wage that is in effect at the time a public agency enters into a contract with a contractor for the project, the contractor and every subcontractor on the project shall pay no less than the state prevailing rate of wage. ORS 279C.838.
- iv. All prevailing wage rates that apply to the project must be posted at the job site. Every contractor on the site is responsible for this posting. ORS 279C.840(4) & OAR 839-025-0033(1).
- v. All contracts and subcontracts for this project must include a provision that each worker in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of



wage, or the applicable federal prevailing rate of wage, whichever is higher. ORS 279C.838.

b. Certified Payroll Filing Requirements

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

c. Certified Payroll Form

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

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

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

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

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

d. Certified Payroll Retainage

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

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

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

22. **SAFETY MEASURES.** Contractor agrees that Contractor, Contractor's employees, and subcontractors will comply with all 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.

23. **INSPECTION.** Owner and his representative shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to inspection and approval.

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

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



work of other contractors destroyed or damaged by such removal or replacement.

25. LIENS. Contractor shall not permit any lien or claim to be filed or prosecuted against the City of Keizer, Oregon or the private property owner, in connection with this contract and agrees to assume responsibility should such lien or claim be filed. If at any time there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor shall be liable to the Owner for any loss so sustained.

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

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

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



difference to the Owner. Such costs, expenses, and damages shall be certified by the Public Works Director.

- b. The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to collect from the Contractor, or to deduct from any payment then or thereafter due the Contractor, the cost incurred by it through the default of the Contractor, provided the Public Works Director approves the amount thus charged to the Contractor.
- c. The Owner may require the surety on the Contractor's bond to take control of the work at once and see to it that all of the deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon instructions from the Owner to do so or based upon the surety's choice, all provisions of the Contract documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

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

- 27. OWNER'S RIGHT TO TERMINATE CONTRACT. Owner may terminate this Contract upon seven (7) days written notice to Contractor if Owner fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Owner to pay for services under this Contract.
- 28. CONTRACTOR'S RIGHT TO STOP OR TERMINATE CONTRACT. If the work shall be stopped under an order of any court or other public authority for a period of no less than three (3) months through no act or fault of the Contractor or of any one employed by it, then the Contractor may on seven (7) days written notice to the Owner stop work or terminate this Contractor and recover from the Owner payment for all work executed to the date of stoppage, any losses sustained from any plant or material, and a reasonable profit. If the Public Works Director shall fail to issue any certificate for payment within ten (10) days after it is due, or if the Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation to the Owner any sum certified by the Public Works Director, then the Contractor may, on seven (7) days written notice to Owner, terminate the Contract and recover from the Owner payment for all work executed to date, any losses sustained upon any plant for material, and a reasonable profit.
- 29. DELAYS AND EXTENSION OF TIME. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the Owner, or any employee of Owner, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the Contractor's control, or by



delay authorized by the Public Works Director, or by any cause which the Public Works Director shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Public Works Director may decide.

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

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

31. 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.

### 32. DISPUTE RESOLUTION.

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

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

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




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

CITY OF KEIZER

NEWMAN PAVING AND CURBING, INC.

By: \_\_\_\_\_  
Adam J. Brown,  
City Manager

By:  \_\_\_\_\_  
Jeffrey L. Newman,  
President

APPROVED AS TO FORM:

\_\_\_\_\_  
Keizer City Attorney

## **Exhibit "A"**

### **Paving Work**

**(Ulali Drive, Ulali Bridge, Stadium Bridge, East Side of Chemawa Bridge, Public Works Shop)**


### **Scope of Services**

1. Ulali Drive: Grind 2" in depth and pave 2" of Level 3 commercial asphalt on 9,669 sq ft. The exact area to be designated by City staff.
2. Ulali Bridge: Grind 2.5" in depth and pave back 2.5" of Level 3 commercial asphalt on 286 sq ft. The exact area to be designated by City staff. Crack fill the entire Bridge Deck. Replace yellow and white striping affected by paving.
3. Stadium Bridge: Grind 2.5" in depth and pave back 2.5" of Level 3 commercial asphalt on 400 sq ft. The exact area to be designated by City staff. Crack fill the entire Bridge Deck. Replace yellow and white striping affected by paving.
4. East Side of Chemawa Bridge: Grind 2.5" in depth and pave back 2.5" of Level 3 commercial asphalt in two locations. The exact areas to be designated by City staff. Crack fill the entire Bridge Deck with hot rubberized crackfiller. Replace yellow and white striping affected by paving.
5. Public Works Shop: Finish grade and pave 2000 sq ft with 6" asphalt. Crack fill area. Clean, prep and sealcoat with approximately 12,000 sq ft. Restripe to desired layout including curbs. City shall be responsible for coordinating and removal of the existing asphalt.
6. Clean and properly dispose of all material from projects, except the removal of the existing asphalt for the Public Works Shop project.
7. Comply with appropriate Erosion Prevention and Sediment Control and obtain satisfactory final inspection from the Stormwater Division of the City of Keizer.

\$72,400

PWA - PW Back Shop

\$17,940

 Sign

 Print

 Download

## ESTIMATE

Newman Paving & Curbing

**NEWMAN**  
Paving & Curbing

Salem, Or 97304

Phone: (503) 391-6274 (tel:(503) 391-6274)

Fax: (503) 399-5326

Email: office@newmanpaving.net (mailto:office@newmanpaving.net)

Estimate #

773

Date

06/21/2023

PO #

Ulali - Keizer Station

### Description

### Total

Asphalt Paving on Ulali	\$49,800.00
-------------------------	-------------

Grind 2" in depth and Pave 2" of Level 3 asphalt on 9669 sq ft  
With level 3 commercial asphalt.

Price includes necessary traffic control

Does not include any compaction testing

Proposal is not certified payroll

Project includes 2 days of production.

<b>Subtotal</b>	<b>\$49,800.00</b>
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<b>Total</b>	<b>\$49,800.00</b>
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## ESTIMATE

**NEWMAN**  
Paving & Curbing  
Paving & Curbing

Estimate #

770

Date

06/15/2023

Salem, Or 97304

Phone: (503) 391-6274 (tel:(503) 391-6274)

PO #

Fax: (503) 399-5326

Email: office@newmanpaving.net (mailto:office@newmanpaving.net) Bridge paving

## Description

## Total

Ulali Bridge

\$7,150.00

Grind and pave 286 sq ft (6x14,4x12,11x14) with 2.5" asphalt.

With use of level 3 commercial asphalt.

Optional- crackfill of bridge deck

Additional. \$1000

\$8,150

Stadium Bridge

\$8,000.00

Grind and pave 400 sq ft with 2.5" asphalt. (2-5x40)

With use of level 3 commercial asphalt.

Price includes replacing of yellow and white striping.

Optional - crackfill of bridge deck

Additional \$1000



\$9000

Subtotal

\$15,150.00

Crack fill \$1000

\$17,150.00

 Sign Print Download

## ESTIMATE

**NEWMAN**  
 Paving & Curbing  
 Paying for Curbing

Estimate #

769

Salem, Or 97304

Date

06/15/2023

Phone: (503) 391-6274 (tel:(503) 391-6274)

PO #

Fax: (503) 399-5326

Email: office@newmanpaving.net (mailto:office@newmanpaving.net) Chemawa Bridge

Description	Total
East side of bridge of Chemawa Bridge	\$4,250.00
Grind and pave 2 locations both (4x20) 2.5" in depth and pave with commercial level 3 asphalt.	
Price includes necessary traffic control	
Optional	\$1,200.00
Crackfill bridge deck with hot rubberized crackfiller	
Note	\$0.00
At this time, west side seems to be in good condition	

Subtotal	\$5,450.00
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Total	\$5,450.00
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# PAVING BACK LOT<sup>66</sup>

ESTIMATE

PWA

Prepared For

City Of Kelzer

## Newman Paving & Curbing

PO Box 6070  
Salem, Or 97304  
Phone: (503) 391-6274  
Email: office@newmanpaving.net  
Fax: (503) 399-5326

Estimate # 724  
Date 02/22/2023  
PO # Public Works Shops

Description	Total
-------------	-------

<del>Asphalt repair (4" Option)</del> <del>Finish grade and pave 1995 sq ft with 4" asphalt. (63x29, 12x14)</del> <del>To be done in 2-2" lifts.</del> <del>Removal of existing asphalt to be done by others</del>	<del>\$9,990.00</del>
---	-----------------------

Asphalt repair. (6" Option) Finish grade and pave 1995 sq ft with 6" asphalt. To be done in 2-3" lifts. Removal of existing asphalt to be done by others	\$12,500.00
---	-------------

Sealcoat Clean, prep and sealcoat with resurfacer on 11,973 sq ft Price Includes necessary crackfill	\$4,790.00
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Striping Restripe to desired lay-out including curbs	\$650.00
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Subtotal

Total

\$ 17940.00



CITY COUNCIL MEETING: AUGUST 21, 2023

To: Mayor Clark and City Council Members

FROM: Adam J. Brown, City Manager

SUBJECT: **COMMUNITY DEVELOPMENT BLOCK GRANT AMENDMENT**

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**PROPOSED MOTION:**

*I move the City Council adopt Resolution R2023-\_\_\_\_\_ Authorizing City Manager to Sign Amendment to Cooperation Agreement for Community Development Block Grant Funds.*

**I. SUMMARY:**

The City received a request from Marion County to approve an Amendment to Cooperative Agreement for Community Block Grant Funds. The City needs to approve and respond to the request by August 22, 2023.

**II. BACKGROUND:**

- A. Since the City of Keizer is a non-entitlement community, we can either apply for grants directly from the state pool or be a partner to the CDBG funding from Marion County. The City has elected to cooperate with Marion County.
- B. Staff received correspondence from Marion County, Community Services Department requesting us to sign and date the signature page to an amendment to the US Housing and Urban Development (CDBG) Community Development Block Grant Program.

**III. CURRENT SITUATION:**

- A. Marion County manages several programs through their CDBG allocation for which Keizer residents are eligible. Programs include:
  - 1. The Home Residential Improvement Program provides up to \$50,000 per residence throughout the County. Marion County works with the COG staff for the application process.
  - 2. Down payment assistance program.

3. Funding to Soaring Heights recovery center.
- B. Approval of amendments to the contract is necessary for the city to continue to participate in County funded CDBG programs. The updates are based on changes to the Code of Federal Regulations summarized below.
1. 24 CFR Part 1: Non-discrimination in federally assisted programs.
  2. 24 CFR Part 100: Discriminatory Conduct under the Fair Housing Act.
  3. 24 CFR 5.151 and 5.152: Affirmatively Furthering Fair Housing Definitions and Certifications.
  4. 24 CFR 6: Non-discrimination in programs and activities receiving assistance.
  5. 24 CFR 8: Nondiscrimination based on handicap in federally assisted programs and activities receiving assistance.
  6. 24 CFR 35: Lead-based paint poisoning prevention in certain residential structures.
  7. 24 CFR 146: Nondiscrimination on the basis of age in HUD programs or activities receiving assistance.

#### IV. **ANALYSIS:**

- A. **Strategic Impact** – No strategic impact.
- B. **Financial** – If the amendment is not adopted, the financial impact is that residents in the city limits would no longer be eligible to participate in these programs or receive funding.
- C. **Timing** – The request for approval of the amendment was received on August 2, 2023 and we were asked to remit a signed copy back to Marion County by August 15, 2023. We communicated with Marion County staff and they assured us that approval on the 21<sup>st</sup> would meet their deadlines if they received approval by the 22<sup>nd</sup> of August.
- D. **Policy/legal** – The City Council approved the initial intergovernmental agreement to be a part of the County CDBG program funded by the HUD so only the City Council can amend the agreement.

#### V. **ALTERNATIVES:**

- A. Approve the amendment to the Cooperation Agreement for Community Development Block Grant Funds between Marion County and the City Council.
- B. Take No Action. This will mean the loss of funding for several agencies in our community and individuals who may have received assistance.



**VI. RECOMMENDATION:**

Staff recommends the City Council adopt the attached Resolution authorizing the city manager to sign the amendment to the Cooperation Agreement for Community Development Block Grant Funds between Marion County and the City Council.

**ATTACHMENTS:**

- Letter from Marion County
- Resolution R2023-\_\_\_\_ Authorizing City Manager to Sign Amendment to Cooperation Agreement for Community Development Block Grant Funds



Marion County  
OREGON

70

## Community Services Department

BOARD OF  
COMMISSIONERS

Colm Willis, Chair  
Kevin Cameron  
Danielle Bethell

CHIEF  
ADMINISTRATIVE  
OFFICER  
Jan Fritz

July 26, 2023

Adam Brown  
City of Keizer  
PO Box 21000  
Keizer, OR 97307

Dear Mr. Brown,

As a participant in the Marion County Community Block Grant (CDBG) program funded by the U.S. Department of Housing and Urban Development (HUD), we are providing this notice and request for signature.

HUD has issued a notice of language changes that requires us to make a minor amendment to the cooperation agreements for each participating city to include the language as indicated in bold font on the following page.

Please sign, date, print your title, and return the signature page to us by August 15, 2023. You may email a scanned copy to [sdickey@co.marion.or.us](mailto:sdickey@co.marion.or.us) or mail a hard copy in the envelope provided. HUD accepts a signature from any representative that has been authorized by the city to sign minor amendments.

If you have any questions, please feel free to contact us.

Sincerely,

Steve Dickey  
CDBG/HOME Program Manager  
[sdickey@co.marion.or.us](mailto:sdickey@co.marion.or.us)  
(503) 588-7975



Chris Eppley

Community Resource  
Network

County Fair

Dog Services

Economic Development

Community Development

Marion County Extension  
&  
4-H Service District

## CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

## Resolution R2023-\_\_\_\_\_

AUTHORIZING CITY MANAGER TO SIGN AMENDMENT TO  
COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT  
BLOCK GRANT FUNDS

WHEREAS, the City of Keizer entered into a Cooperation Agreement for  
Community Development Block Grant Funds for Three Federal Fiscal Years 2021-2023  
on July 7, 2020;

WHEREAS, the agreement is set to automatically renew for the fiscal years 2024-  
2026;

WHEREAS, an amendment is needed to change the language of the agreement  
pursuant to Housing and Community Development (HUD) requirements;

WHEREAS, Marion County and the City wish to enter into the attached  
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 to Cooperation Agreement for  
Community Development Block Grant Funds.

BE IT FURTHER RESOLVED that the City Manager is authorized to executive  
further amendments to this agreement in the future without Council authorization unless  
the amendments are budgetary in nature.

1 BE IT FURTHER RESOLVED that the City Manager is directed and authorized  
2 to take all action necessary and appropriate in connection with such agreement.

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

5 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

6  
7 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

8

9

10

11

12

13

14

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder

AMENDMENT TO COOPERATION AGREEMENT FOR COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS

---

Marion County, Oregon ("County") and Keizer ("City") entered into a cooperation agreement ("Agreement") for Community Development Block Grant Funds for the fiscal years 2021-2023.

WHEREAS, that agreement is set to automatically renew for the fiscal years 2024-2026. An amendment is necessary to change the language of the Agreement to meet HUD approval.

NOW, THEREFORE, the County and City, intending to be legally bound, agree Section 3(a) of the Agreement is amended in its entirety as follows:

"County has final responsibility for selecting CDBG, HOME, and ESG activities and submitting the Consolidated Plan to the Department of Housing and Urban Development.

County and City shall take all actions necessary to assure compliance with the urban county's certifications under Sections 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, **and the implementing regulations at 24 CFR part 1**, and the Fair Housing Act, **and the implementing regulations at 24 CFR part 100**, and will affirmatively further fair housing. See 24 CFR 91.225(a) and **Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at**

**<https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>**. County and City will comply with section 109 of Title I of the Housing and Community Development Act of 1974, **and the implementing regulations at 24 CFR part 6**, which incorporates Section 504 of the Rehabilitation Act of 1973, **and the implementing regulations at 24 CFR part 8**, Title II of the Americans with Disabilities Act, **and the implementing regulations at 28 CFR part 35**, the Age Discrimination Act of 1975, **and the implementing regulation at 24 CFR part 146**, and Section 3 of the Housing and Urban Development Act of 1968. County and City agree to comply with all other applicable laws **and must sign the assurances and certifications in HUD 424-B**.

County shall not provide CDBG, HOME or ESG funds for activities in, or in support of, any cooperating city that does not affirmatively further fair housing within its own jurisdiction or for activities that impede County's actions to comply with its fair housing certification."

All other provisions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Amendment on the day and year below.

MARION COUNTY, OREGON

CITY OF KEIZER

\_\_\_\_\_  
Jan Fritz  
Chief Administrative Officer  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**MINUTES**  
**KEIZER CITY COUNCIL**  
**Monday, August 7, 2023**  
**Keizer Civic Center, Council Chambers**  
**Keizer, Oregon**

**CALL TO ORDER**

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

**Present:**

Cathy Clark, Mayor  
Shaney Starr, Councilor  
Kyle Juran, Councilor  
Soraida Cross, Councilor  
Robert Husseman, Councilor  
Daniel Kohler, Councilor

**Staff:**

Adam Brown, City Manager  
Shannon Johnson, City Attorney  
John Teague, Police Chief  
Melissa Bisset, City Recorder  
Machell DePina, Human Resources Director

**Absent:** Laura Reid, Councilor

**FLAG SALUTE**

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS  
OF BUSINESS**

None

**COMMITTEE  
REPORTS**

*Katie Brady*, Parks Advisory Board Member, reported on an issue with a water fountain and plaque at the Little League park in which *Susan Ramsdell* expressed concern. The Parks Committee suggested the legal graffiti issue be reviewed by the Arts Commission.

*Hersch Sangster*, Traffic Safety/Bikeways/Pedestrian Committee Member, shared concerns of speeding on Verda Lane. The Committee had also heard concerns about speeding on Claggett and using the road get around River Road. The Committee approved a revised mission statement. The Committee would be updating the Traffic Management Program and would be reviewed by the Neighborhood Associations and the Community Diversity Engagement Committee before it goes to Council. The Committee would be doing a Helmet Fitting on August 27<sup>th</sup> at ServeFest, and they were considering a Safety Fair in September at Weddle Elementary School.

Public Works Director Lawyer shared that staff had initiated a speed study for Claggett.

*Tammy Kunz*, Community Diversity Engagement Committee Member, asked if the Council and other Committees would be reading the DEI Deconstructed book that the Community Diversity Engagement Committee was reading.

Mayor Clark asked that the CDE Committee bring back highlights, key

findings, and a recommendation on the book. There would be a book available at the City.

*Kim Steen*, Chair of the Arts Commission, reported on Rosalie's Silly Cows and shared they were looking at adding signage and insta-art in the Claggett Creek Park. The Commission discussed the legal graffiti and are looking into the wrapping of the utility boxes with art. The Commission is looking into asphalt art (street mural) on roadways and considering applying for a grant while getting children and the schools involved.

## **PUBLIC COMMENTS**

Written public comments were received from *Gabriel Englert*, Keizer Resident regarding the Keizer Flag and from *John Goodyear* and *Barbara Minder*, Keizer Community Library for the financial update as of June 30, 2023.

*Tammy Kunz*, Keizer Resident, stated that there was a petition for Claggett Creek damage. She stated there was an issue with safety on Claggett Creek Road where a young person was nearly hit. She would forward the call to the police for follow-up.

*Devon Kraxberger*, Keizer Resident, shared that there was still a problem with the flooding on Claggett Creek that was damaging their property.

City Manager Brown shared that the environmental team from the City would be walking the property with Oregon Department of Fish and Wildlife. He explained that there are restrictions on what the City could do.

## **ADMINISTRATIVE ACTION**

### **a. Fee Waiver Request – Lakepoint Community Church Center for Annual ServeFest event.**

Mayor Clark explained that there was a resolution regarding the Community Center that defines the requirements for a fee waiver request.

City Manager Brown summarized the fee waiver requests for Lakepoint Community Church Center for Annual ServeFest event.

*Amy Smith*, Lakepoint Community Church, shared that they have been doing ServeFest for many years and it is a free event for the community where they provide services, such as free clothing, haircuts, school supplies, and helmets. The event would be from 10 a.m. – 1 p.m. on August 26-27<sup>th</sup>.

Councilor Starr moved that the Keizer City Council waive the fee for Lakepoint Community Church Center for Annual ServeFest event. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Husseman, Cross, Kohler, Starr and Juran (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Reid (1)

### **b. Fee Waiver**

City Manager Brown summarized the fee waiver requests for Town Hall with

- Request – Town Hall with Congresswoman Salinas**      Congresswoman Salinas.
- Brandon Jordan*, Field Representative for the Congresswoman Andrea Salinas, showed appreciation to the Council for considering the fee waiver request for August 24<sup>th</sup> at 5:30 p.m. - 6:30 p.m.
- Councilor Starr moved that the Keizer City Council to waive the fee for Town Hall with Congresswoman Salinas. Councilor Kohler seconded. Motion passed unanimously as follows:
- AYES: Clark, Husseman, Cross, Kohler, Starr and Juran (6)  
 NAYS: None (0)  
 ABSTENTIONS: None (0)  
 ABSENT: Reid (1)
- c. Fee Waiver Request – IYO Middle school exchange program**      City Manager Brown summarized the fee requests for IYO Middle school exchange program. They would be using the community center two days.
- Councilor Starr moved that the Keizer City Council to approve the waiver of the Community Center Facility Use Fee of \$200 and refundable deposit amount of \$200 for the IYO Middle School exchange program. Councilor Kohler seconded. Motion passed unanimously as follows:
- AYES: Clark, Husseman, Cross, Kohler, Starr and Juran (6)  
 NAYS: None (0)  
 ABSTENTIONS: None (0)  
 ABSENT: Reid (1)
- d. Fee Waiver Request – Keizer Chamber of Commerce Concert in the Park**      City Manager Brown summarized the fee requests for Keizer Chamber of Commerce Concert in the Park.
- Councilor Starr moved that the Keizer City Council approve the waiver of the Keizer Rotary Amphitheater use fee (application and refundable deposit) totaling \$1,451 for the August 26, 2023, Concert in the Park. Councilor Kohler seconded. Motion passed unanimously as follows:
- AYES: Clark, Husseman, Cross, Kohler, Starr and Juran (6)  
 NAYS: None (0)  
 ABSTENTIONS: None (0)  
 ABSENT: Reid (1)
- e. RESOLUTION – Adopting regular hiring procedures for the City**      Human Resources Director DePina recommended that interviews for the City Attorney position be held in executive session noting it would be allowable if the Council adopted regular hiring procedures. She referred to the recruitment brochure and schedule. Discussion ensued regarding the benefit of conducting interviews in Executive Session.



**Attorney.** Council President Starr moved that the Keizer City Council adopt Resolution adopting regular hiring procedures for the City Attorney. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Husseman, Cross, Kohler, Starr and Juran (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Reid (1)

- f. RESOLUTION – Dissolving the Stormwater Advisory Committee (SWAC); Repeal of Resolutions R2008-1865 and R2016-2728.** Public Works Director Lawyer shared that the Stormwater Advisory Committee (SWAC) was established in 2008 to provide recommendations to the Council related to stormwater requirements. Staff will be evaluating the need for a new committee with a broader environmental focus.

Council President Starr moved that the Keizer City Council adopt Resolution dissolving the Stormwater Advisory Committee (SWAC); Repeal of Resolutions R2008-1865 and R2016-2728. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Husseman, Cross, Kohler, Starr and Juran (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Reid (1)

- g. RESOLUTION – Amending the Traffic Safety/ Bikeways/ Pedestrian Committee; amending Resolution No. R2012-2256.** City Attorney Johnson explained that the Traffic Safety, Bikeways, Pedestrian Committee requested to update the purpose section in Appendix A.

Council President Starr moved that the Keizer City Council adopt Resolution authorizing the Traffic Safety/Bikeways/Pedestrian Committee; amending Resolution No. R2012-2256. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Husseman, Cross, Kohler, Starr and Juran (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Reid (1)

## CONSENT CALENDAR

- a. 2022-23 Surplus Property Report
- b. RESOLUTION – Authorizing the City Manager to purchase a 2023 Caterpillar 305 Compact Excavator and a Felling FT-16-IT-I Trailer through Sourcewell and declaring the 2004 John Deere 50ZTS excavator surplus property.
- c. RESOLUTION – Authorizing the City Manager to Enter Into a Contract With Gelco Construction Inc for the Construction of a Speed Table on Cummings Lane N.
- d. Approval of July 17, 2023 Regular Session Minutes.

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

AYES: Clark, Husseman, Cross, Kohler, Starr and Juran (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Reid (1)

## OTHER BUSINESS

None

## STAFF UPDATES

Mr. Brown reminded everyone of KeizerFest.

Chief Teague shared that the Blast Camp would be next week, was full and there was a need for volunteers no later than August 8<sup>th</sup>. He recognized *Tammy Kunz* and *Jaqueline Green* regarding the Fostering Hope Initiative, which was exceptionally attended because of their fantastic efforts for the community.

Mayor Clark recognized *Officer Eli Kuzmenko* for his bravery and quick thinking to take action to attempt to save the drowning victim at Keizer Rapid's Park.

Public Works Director Lawyer shared that there were some new signs and flashing beacon at the crosswalk on Chemawa Road by the Keizer Heritage building and the beacon would be activated after they complete the shrub trimming.

Planning Director Witham briefly explained the code for Middle Housing projects and noted the costs are paid by the developers for single-family homes, duplexes, tri-plex, and four-plex homes.

## COUNCIL MEMBER REPORTS

Councilor Cross attended the Salem Dream Center event, YMCA Executive Committee meeting, a luncheon, governance committee meeting, National Night Out, and golf tournaments.

Councilor Juran attended National Night Out. He had been preparing for KeizerFest and encouraged the community to come to the event.

Councilor Starr covered the Arts Commission meeting for Councilor Reid, attended the Community Diversity Engagement Committee, National Night Out, Personnel Policy Committee meeting, Community Dinner, and is serving on the new Salem-Keizer School District Superintendent's Transition Team. She would attend the Marion County Safety Coordinating Council. She reminded everyone of the KeizerFest, parade on Saturday and events at Keizer Rapids Park, and encouraged community to look at the volunteer opportunities for committees.

Councilor Kohler served at the Keizer Community Dinner, attended National Night Out, and the Parks Board Meeting the following night. He encouraged the community to attend KeizerFest.

Councilor Husseman reported on Traffic Safety, Bikeways, Pedestrian Committee and encouraged citizen participation. He attended the Mid-Willamette Valley Area Transportation Committee meeting in place of Mayor Clark and reported on the agenda. He noted there may be a bill for a task force for the crossing at Wheatland.

Mayor Clark attended the Mid-Willamette Valley Homeless Alliance and received a report that the Marion and Polk County continuum of care was the first to use the executive order for federal funds to open and use new shelter beds and to rehouse a family. All of the renovations and facility projects undertaken were underway. She shared that the Salem Housing Authority closed on the Orchard Heights Apartments for 224 units that would remain affordable for the next 60 years.

Mayor Clark attended the Mayors coalition in Woodburn. She congratulated the Oregon Titans who represented the area nationally in softball. She would attend the dedication of the YMCA Veterans Home to provide permanent housing for veterans in the community, the Oregon Mayors Association Conference, and returning for the Parade.

## AGENDA INPUT

August 14, 2023 – 6:00 p.m. - City Council Work Session – Neighborhood Associations

August 21, 2023 – 7:00 p.m. - City Council Regular Session

September 5, 2023 – 7:00 p.m. - City Council Regular Session

## ADJOURNMENT

Mayor Clark adjourned the meeting at 8:29 p.m.

MAYOR:

APPROVED:

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Cathy Clark

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Dawn Wilson, Deputy City Recorder

COUNCIL MEMBERS

~ Absent ~

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Councilor #1 – Laura Reid

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Councilor #4 – Soraida Cross

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Councilor #2 – Shaney Starr

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Councilor #5 – Robert Husseman

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Councilor #3 – Kyle Juran

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Councilor #6 – Daniel R. Kohler

Minutes approved: \_\_\_\_\_



**MINUTES**  
**KEIZER CITY COUNCIL WORK SESSION**  
**Monday, August 14, 2023**  
**Keizer Civic Center**  
**Keizer, Oregon**

**CALL TO ORDER**

Mayor Clark called the meeting to order at 6:02 pm. Roll call was taken as follows:

**Present:**

Cathy Clark, Mayor  
Laura Reid, Councilor  
Dan Kohler, Councilor  
Kyle Juran, Councilor  
Shaney Starr, Councilor

**Staff:**

Adam Brown, City Manager  
Shannon Johnson, City Attorney  
Bill Lawyer, Public Works Director  
Melissa Bisset, City Recorder

**Absent:**

Soraida Cross, Councilor  
Robert Husseman, Councilor

**DISCUSSION**

**a. Purpose and  
work of  
Neighborhood  
Associations**

Mayor Clark shared that the Neighborhood Association Ordinance 93-257 had been in place since 1993. City Attorney Johnson explained that the Ordinance was similar to the one that the City of Salem had been using with appropriate size and boundaries. Discussion ensued regarding some of the differences and the reasons for the formation of Neighborhood Associations.

City Attorney Johnson reviewed the process outlined in the Ordinance for creating and maintaining recognition of a Neighborhood Association.

Mayor Clark asked about social media noting that it did not exist in 1993 when the Ordinance was written.

Originally, there was an IRS 501(c)(3) between all of the Neighborhood Associations to fund the Associations. There was now City funding. Discussion ensued on meeting requirements, location, notices, meeting minutes, and insurance liability.

City Attorney Johnson explained some of the differences between City Committees and the Neighborhood Associations.

Mayor Clark stated that the meeting minutes should be done in a reasonable amount of time, and they could be within a month for

accountability and responsiveness. The meeting minutes would be posted on the City website. It was noted that the City Website would be updated and that the Neighborhood Associations would be asked to provide feedback on the website update process.

*Tammy Kunz*, Greater Northeast Neighborhood Association President, asked for clarification as to what Neighborhood Association expenses would qualify for City fund usage. City Manager Brown shared that staff would meet to discuss the guidelines regarding use of the Neighborhood Association City funds.

It was noted that Neighborhood Associations convened for conversation and meaningful input back to the City. Discussion ensued regarding involving businesses in Neighborhood Associations as well.

*Rhonda Rich*, President of the West Keizer Neighborhood Association, requested revision to the Ordinance by changing the word “mail” to “electronic mail,” the word from “citizens” to “residents,” and asked to be a part of City publications.

Discussion ensued regarding the location requirements and guidelines for how the Neighborhood Associations may use their funds.

*Ken Gierloff*, Southeast Neighborhood Association, shared the various involvement they had with the City projects over the years. The Association was grateful for the City funding, the booth at KeizerFEST, National Night Out, and for the involvement of the City Councilors at their meeting.

There was discussion regarding the size of the Neighborhood Association.

*Patti Tischer*, Greater Gubser Neighborhood Association President, commented on providing a separate insert in the water bills for the community to learn about the Neighborhood Associations. She was interested in receiving some guidelines on how they may use the City funds. Ms. Tischer expressed thanks to the Assistant City Manager for his help with the funding in the advertisement. She was appreciative for working with the other neighborhood associations. She commented on the low attendance at their meetings and a good turnout at the National Night Out.

*Hersch Sangster*, Northwest Neighborhood Association Chair, commented that the outreach at KeizerFEST was wonderful, and City website could be improved. He noted that with changes in the Ordinance, there would also need to be changes in the bylaws.

Mayor Clark thanked the Neighborhood Associations for their attendance and input.

**b. Emergency  
Management  
Plan and EOP  
Planning  
Committee**

The Emergency Management Plan and EOP Planning Committee discussion would be moved to the next Regular City Council Meeting.

**OTHER**

**ADJOURN**

Mayor Clark adjourned the meeting at 8:29 p.m.

MAYOR:

APPROVED:

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Cathy Clark

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Dawn Wilson, Deputy City Recorder  
COUNCIL MEMBERS

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Councilor #1 – Laura  
Reid

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Councilor #4 – Soraida Cross

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Councilor #2 – Shaney  
Starr

---

Councilor #5 – Robert Husseman

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Councilor #3 – Kyle  
Juran

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Councilor #6 – Daniel R. Kohler

Minutes approved: \_\_\_\_\_