

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

**AGENDA**  
**KEIZER CITY COUNCIL**  
**REGULAR SESSION**  
**Monday, April 1, 2019**  
**7:00 p.m.**  
**Robert L. Simon Council Chambers**  
**Keizer, Oregon**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
  - a. **PROCLAMATION** – Child Abuse Prevention Month
  - b. **PROCLAMATION** – Volunteer Recognition Month
  - c. Career Technical Education Center Student Spotlight
  - d. West Keizer Neighborhood Association Annual Report
5. **COMMITTEE REPORTS**
6. **PUBLIC TESTIMONY**

*This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.*
7. **PUBLIC HEARINGS**
8. **ADMINISTRATIVE ACTION**
  - a. Request for Community Center Fee Waiver – Latinos En Accion Committee – Latino Recognition Scholarship Reception
  - b. Keizer Chamber of Commerce Disbursement Request
  - c. **RESOLUTION** – Adoption of 2019-2020 City Council Goals

- d. **ORDINANCE** – Adopting the Mobile Food Vendor Premises Permit Process; Repeal of Ordinance No. 2017-773  
**RESOLUTION** – Adopting Land Use and Sign Permit Fees Unrelated to Partitions and Subdivisions; Repealing Resolution R2019-2953

9. **CONSENT CALENDAR**

- a. **RESOLUTION** – Authorizing the City Manager to Enter Into an Agreement with Salem Concrete Paving for Construction of ADA Sidewalk Drop Ramps (2019)
- b. Approval of February 25, 2019 Work Session Minutes
- c. Approval of March 4, 2019 Regular Session Minutes
- d. Approval of March 18, 2019 Regular Session Minutes

10. **COUNCIL LIAISON REPORTS**

11. **OTHER BUSINESS**

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

12. **WRITTEN COMMUNICATIONS**

*To inform the Council of significant written communications.*

13. **AGENDA INPUT**

**April 8, 2019**

**6:00 p.m. – City Council Work Session**

**April 15, 2019**

**7:00 p.m. – City Council Meeting**

**May 6, 2019**

**7:00 p.m. – City Council Meeting**

14. ADJOURNMENT

*City of Keizer, Oregon*



**Proclamation**

*WHEREAS, every child deserves to live in a safe, loving and caring environment; and*

*WHEREAS, in 2017 there were 11,077 reported victims of child abuse and neglect in Oregon, of which 1,047 were victims in Marion County; and*

*WHEREAS, we endeavor to join together as individuals, organizations, government agencies to prevent child abuse in our county, provide opportunities to educate, train, and support caregivers and raise awareness of relevant topics, including child development, basic-care skills, discipline strategies, and goal-setting for parents; and*

*WHEREAS, by strengthening families and providing safe, stable, and nurturing environments that are free from violence, abuse, and neglect, opportunities are created for children's optimal growth and success, ensuring a secure future for our communities where the needs of children are a priority and the needs of families are met;*

*NOW THEREFORE, I, Cathy Clark, Mayor of the City of Keizer, with the Keizer City Council assembled in Regular Session, do hereby proclaim April 2019 as*

***“CHILD ABUSE PREVENTION MONTH”***

*And ask everyone to join together and commit to continuing to take action to protect our children.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer this 1<sup>st</sup> day of April, 2019.*

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**MAYOR CATHY CLARK**

**COUNCIL MEETING:** April 1, 2019**AGENDA ITEM NUMBER:** \_\_\_\_\_

**TO: MAYOR CATHY CLARK AND CITY COUNCIL MEMBERS**

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

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

**SUBJECT: PROCLAMATION – VOLUNTEER RECOGNITION MONTH**

**BACKGROUND/ISSUE:**

In 1991, the City Council established a Volunteer Coordinating Committee. Among other responsibilities outlined in the Resolution establishing this Committee is volunteer recognition. April is National Volunteer Recognition month and members of the Volunteer Coordinating Committee will be visiting each of the City's Boards and Commissions this month to recognize and thank each member for their dedication and service to the City of Keizer.

To begin our volunteer recognition month, Mayor Clark will proclaim the month of April as Volunteer Recognition month in the City of Keizer. Trish Crenshaw, a member of the Volunteer Coordinating Committee will also be at the meeting to thank the members of the Keizer City Council for their volunteer contributions to the City.

**RECOMMENDATION:**

It is recommended the Mayor read the attached proclamation and invite Volunteer Coordinating Committee member Trish Crenshaw to say a few words on behalf of the Committee.



# Proclamation

*WHEREAS, a basic ingredient in the foundation of the City of Keizer is volunteerism. Upon incorporation in 1982, the motto was adopted – “Pride, Spirit, and Volunteerism”. Almost every facet of this community is supported by volunteerism; and*

*WHEREAS, many citizens of this community contribute to the well-being of fellow residents and the welfare of all our citizens by giving tirelessly of their time and energy; and*

*WHEREAS, many volunteers assist the City of Keizer in performing a multitude of duties, often providing services that may be reduced or non-existent. Many of the volunteers serve in an advisory role to the City Council on our Boards, Commissions, and Task Forces; and*

*WHEREAS, it is ever more evident that our City’s greatest resource is its people who are dedicated to the betterment of our community; and*

*WHEREAS, the City of Keizer values each and every one of the many volunteers and wish to extend our deepest appreciation to all.*

*NOW, THEREFORE, I Cathy Clark, Mayor of the City of Keizer hereby proclaim the month of April 2019 as*

## **VOLUNTEER RECOGNITION MONTH**

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to be affixed to this document this 2<sup>nd</sup> day of April, 2018.*

Signed: \_\_\_\_\_, April 1, 2019  
Cathy Clark, Mayor Date

**CITY COUNCIL MEETING:** April 1, 2019

**AGENDA ITEM NUMBER:** \_\_\_\_\_

**TO: MAYOR CLARK AND CITY COUNCIL MEMBERS**

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

**SUBJECT: CAREER TECHNICAL EDUCATION CENTER STUDENT SPOTLIGHT**

**ISSUE:**

The Career Technical Education Center (CTEC), in partnership with the Salem-Keizer School District prepares students for high-skill, high-wage, high demand careers while developing the skills, technical knowledge, academic foundation and real-world experience to assure their success upon graduation. Mayor Clark and Councilor Herrera serve on an advisory board at the Center. The City is excited to recognize another CTEC student for amazing work and celebrate their learning success.

Tonight's student is Emely Medina who is in the CTEC Law program. Josh Barnett, Emely's teacher submitted the following testimonial:

*Since Emely has joined our program, she has been stellar. Even though Emely was well behind her fellow classmates because she came into the program long after we expected anyone to join us, she not only managed to catch up, but has surpassed our expectations for someone coming into the game so late. She is an outstanding student, has a strong work ethic, and is well on her way to success in whatever career she chooses to pursue after high school.*

**CITY COUNCIL MEETING: April 1, 2019**

**TO: MAYOR CLARK AND CITY COUNCIL MEMBERS**

**THROUGH: CHRIS EPPLEY  
CITY MANAGER**

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

**SUBJECT: WEST KEIZER NEIGHBORHOOD ASSOCIATION ANNUAL REPORT**

**BACKGROUND:**

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

West Keizer Neighborhood Association has submitted the attached written annual report and a timeline for shooting at Bauer's home. Representatives from the neighborhood association will present a summary of the report at the meeting.

**RECOMMENDATION:**

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

**2018 ANNUAL ASSOCIATION REPORT  
for the WEST KEIZER NEIGHBORHOOD ASSOCIATION**

**JANUARY 2018**

**Jan. 4, WKNA Board meeting** – The Board passed a resolution seeking a ban on smoking at Keizer Rapids Park, except in the parking lots.

**Jan. 11, WKNA General meeting**, Keizer Civic Center

Election of the new Board and directors was held. The following slate was installed: President, Carol Doerfler; Vice President, Kris Adams; Secretary, Carolyn Homan. Directors: Art Mauer, Dennis Phipps, Gary Blake, Rhonda Rich

Guest speaker Jill Bonney-Hill shared information on the Keizer Points of Interest Committee.

Rhonda Rich reported on a letter developed by the WKNA Board and read into the record at the Nov. 6 City Council meeting. It detailed the Board's concerns for public safety after a September incident involving gunshots fired from a gravel pit gun range across the Willamette River from Sunset Park.

**FEBRUARY 2018**

**Feb. 7** – Carol Doerfler and Art Mauer meet with Bill Lawyer, Keizer Public Works Director, about installing a sidewalk on the west side of Delight Street to improve safety for children walking to Cummings Elementary school. Bill is working with Salem-Keizer School District to facilitate planning. A temporary path is in place inside the chain-link fence from the school about half-way to Dearborn, on the west side of Delight.

**Feb. 8, WKNA General meeting, Keizer Civic Center – Speaker Kathy Lincoln, Salem Area Mass Transit District Board member**, reported report on expansion of service planned to Cherriots bus service, thanks to legislation passed last year.

**Jolene Kelly, Public Information Officer for Marion County Board of Commissioners**, responded to the WKNA Board's letter to commissioners in late 2017 regarding the September 2017 Sunset Park gunshot incident. The commission is supportive but has no actual jurisdiction in the matter. It was confirmed with Keizer Police that warning signs have been posted at the West Salem gun range.

**Feb. 13** – Rhonda Rich, Carol Doerfler and West Keizer neighbor Bob DeVore testified in favor of a smoking ban in the parks at the Parks Advisory Board's public hearing. The Parks Board then sent to Council a request to ban smoking in all city parks.

**Feb. 28 – Keizer Revitalization/River Road meeting** – Kris Adams, Carol Doerfler and Carolyn Homan attended the Feb. 28 session, organized by Keizer Chamber. Beautification, traffic and pedestrian safety among the top issues.

## **MARCH 2018**

**March 1, WKNA Board meeting** – A \$500 budget request for 2018-19 was approved. The board agreed to plan an expanded Cummings cleanup as a community project replacing the Chemawa Adopt-A-Street effort.

**March 5, WKNA Annual report to City Council** – Gary Blake, as past president, presented the association's annual report for 2017 to City Council.

**March 8, WKNA General meeting, Keizer Civic Center** – Community Development Director Nate Brown reported on the public outreach phase of the Keizer Revitalization effort. WKNA sent three representatives to earlier listening sessions

**March 20 and 22, Keizer Revitalization Plan** -- Carolyn Homan, Gary Blake and Kris Aams attended the two different sessions Traffic and pedestrian safety along River Road came up at both. Business owners provided a lot of input. Future public listening sessions planned.

## **APRIL 2018**

**April 12, Traffic Safety, Bikeways, Pedestrian Committee meeting** – Carol attended to reinforce need for sidewalks around Cummings School, a project WKNA has been working on since 2014.

**April 12, WKNA General meeting** – Guest speakers: Dylan Juran discussed a community Internet project; Martina Mangan, principal at Cummings Elementary, and Karma Krause, Communications Director with Salem-Keizer School District, presented information about the upcoming school bond measure vote.

**April 26, River Road Revitalization** – Carol Doerfler, Kris Adams, Dennis Phipps and Carolyn Homan attended an input session organized by city staff and consultants. They sought ideas for accommodating more housing, more services, youth activities, traffic patterns, pedestrian and bicyclist safety along the River Road/Cherry Avenue corridors.

## **MAY 2018**

**May 3, WKNA presentation to Keizer Budget Committee** – Carol Doerfler presented background information to the City Budget Committee in support of WKNA's \$500 request for the coming year. Budget request subsequently approved by the committee.

**May 10, WKNA General meeting** – Guest Speaker Robin Richmond-Barney, Board member of the Keizer Heritage Foundation, shared news of the Keizer Heritage Center and its tenants – Keizer Homegrown Theatre, Keizer Art Association and the Enid Joy Mount Gallery, Keizer Community Library, Keizer Heritage Museum and the Heritage Foundation. Speaker Allan Ediger shared information on the Toastmasters Inmate Project, which helps inmates with communication skills.

**May 14-16** – WKNA Board members distributed informational flyers about the Fest and the planned race events (half marathon, 5K and fun runs) to households that will be affected along Manbrin and Shoreline in West Keizer.

## **JUNE 2018**

**June 21** -- Rhonda Rich, WKNA Board, and Meredith Mooney, of Keizer United, attend Volunteer Committee meeting in support of their nomination of Richard Boyes as Volunteer of the Quarter. He is selected.

**June 23 – Cummings School landscape project** – About 20 West Keizer neighbors, WKNA Board members and volunteers representing Keizer Chamber/Men in Action joined to weed, edge and apply barkdust to the Cumming School grounds.

**June 26 – Salem Audubon Society bird walk at Keizer Rapids Park** – About 12 birders joined Salem Audubon Society leaders for a “short” (1.5 hours) birding trip at KRP.

## **JULY 2018**

**July 12** – WKNA organized a “walk-about” at Cummings Elementary School along the west side of Delight Street north to Dearborn, site of a future multi-use pathway to ensure safety of children walking to/from school. The session was attended by WKNA members, members of the Traffic Safety/Bikeways/Pedestrian Committee, Cummings principal Magda Romero, city officials and others. The city and Salem-Keizer School District are seeking a Safe Routes to School grant to fund sidewalks. The voter-approved school bond also includes money for sidewalks and the Cummings multi-use path.

**July 16** – At Keizer City Council, WKNA Board member Rhonda Rich, WKNA Vice President Kris Adams and Meredith Mooney, of Keizer United, introduce Keizer's Volunteer of the Quarter recipient Richard Boyes. Mr. Boyes faithfully collects trash from along Chemawa Road and other neighborhood streets. Also, about 30 West Keizer neighbors attend the Council session to speak once again about their public safety concerns surrounding gunfire originating at a West Salem gravel pit shooting range. The latest incident, on June 2, posed a grave danger to the homeowner whose house was pierced by a bullet. Those testifying requested the Council's help in pursuing any and all avenues for relief. The Council passed a resolution seeking a permanent cease fire. Legislative solutions may be pursued.

## **AUGUST 2018**

**Aug. 11** – Carol Doerfler represents WKNA at John Knox Presbyterian Church annual community barbecue.

## **SEPTEMBER 2018**

**Sept. 13, WKNA general meeting** – Guest speaker Fire Chief Jeff Cowan discusses upcoming local option levy vote to fund emergency services; Reed Carlson, Marion County Environmental and Recycling Services, discusses changes to local recycling rules.

## **OCTOBER 2018**

**Oct. 4, WKNA Board meeting** – Carol Doerfler reports that Safe Routes to School now in the hands of Cummings Elementary Principal Magda Romero and her leadership group. They will pursue the entire program, which is a 3- to 4-year project including education of students and parents and other facets. Carol also reported Magda is working with Pat Fisher, a Traffic Safety/Bikeways/Pedestrian Committee member and Safe Routes advocate. The Cummings sidewalks issue involves the city, Pat Fisher and the school district to work out funding between the district bond measure and the state ODOT Safe Routes money, as well as design of the project. WKNA will keep tabs on planning progress.

Re: Parks, WKNA Board remains concerned that repairs to Willamette Manor tennis courts are not being addressed.

**Oct. 11, WKNA General meeting** – This followed the Keizer Chamber's Candidate Forum at City Hall. Guest speaker: Cloe Wells with the nonprofit IS (Integrated Supports) Living, a therapeutic community living program with 10 homes throughout the Salem area providing person-centered services for seniors and people with disabilities. There is a new home in Keizer.

**Oct. 22, Keizer Development Forum** – Carolyn attended. The city's consultant discussed the UGB and planning for Keizer growth, including the options Keizer has, given the boundary with Salem to the south and Exclusive Farm Use lands to the north.

## **NOVEMBER 2018**

**Nov. 8, WKNA General meeting** – Guest speaker Tammy Wild, local author of “Images of America-Keizer,” shared information on West Keizer and Keizer history. WKNA neighbor Bob DeVore shared information on Oregon's Bottle Drop program.

Parks update -- Carol Doerfler and Dennis Phipps continue to push to make repairs to Willamette Manor tennis courts a priority in the Keizer Parks 3-5 year plan. Dennis is pursuing concerns about below-standard replacement asphalt paths installed at Willamette Manor and Wallace House parks.

## **DECEMBER 2018**

**Dec. 11, Community Partner of the Month recognition from Salem-Keizer School District** – Board members Carol Doerfler, Rhonda Rich, Dennis Phipps and Carolyn Homan attend the SKSD Board meeting to accept this recognition. WKNA was

nominated by Cummings Elementary principal Magda Romero for beautification efforts on behalf of the school.

**Dec. 27, WKNA Board meeting** – Election of 2019 officers discussed. Kris Adams' resignation as vice president accepted (because of family health concerns.)

### **JANUARY 2019**

**Jan. 10, WKNA general meeting** – Election of 2019 officers held. The following slate elected: Carol Doerfler, President; Carol Phipps, Vice President; Carolyn Homan, Secretary Directors: Rhonda Rich, Art Mauer, Gary Blake, Kathy Lincoln

### **Time line for Shooting at Bauer's Home**

- June 2nd -A West Keizer neighbor is subjected to gunfire from the West Salem gravel pit shooting range. The bullet entered the Bauer home on Rafael while the homeowner was standing just feet away.
- June 13th - Attorney Johnson notifies Lance Davis to take all action necessary to immediately stop the use of his property as a shooting range.
- June 18th - Jerry Jackson, Polk County Code Enforcement Officer sends warning letter to Lance Davis to cease and desist the firearms range use or obtain a land use permit from Polk County.
- June 18th - Testimony at Keizer City Council meeting - Carol and Rhonda
- June 27th -Testimony at Marion County. BOC meeting - Carol, Rhonda, & Dan Dietz
- July 1st - 2nd - Residents on Rafael, Shoreline, Rivercrest & Willamette Dr. on the Willamette River are notified by flyers of a meeting at Sunset Park on July 5th.
- July 5th - A gathering of approx. 50 residents. Tom Bauer & his attorney, Mark Hoyt attended. Many reports of other shooting incidents surfaced in addition to the ones at Sunset Park and the Bauer's home.
- July 10th - 30 Residents of West Keizer, Attorney Johnson, Rep. Bill Post & Sen. Kim Thatcher attended the Polk County BOC meeting in Dallas testifying about their safety concerns arising from gunfire originating in Polk County at a gravel pit shooting range.
- July 16th- 16 West Keizer residents gave testimony at the Keizer City Council meeting. Council passes Resolution requesting Polk County BOC to end firearm discharge and enact local legislation and take other action to prohibit the discharge of firearms at property located at or near 4000River Bend Road NW, Salem, Oregon
- July 25th - Mayor Clark and Attorney Johnson present the Resolution passed by the Keizer City Council on July 16th at the Polk County BOC meeting.
- August 6th - Testimony at Keizer City Council meeting - Carol and Rhonda
- August 7th - National Night Out Potluck at Sunset & Shoreline  
 Carol, Rhonda, Shirley DeShon update residents on shooting issue  
 -Residents are encouraged to report any shots heard across the river to the Keizer Police Dept. - Mayor Clark also attends the gathering
- August 8th - Testimony at Polk County BOC meeting- Carol and Rhonda

The Polk commission's position was that the ordinance for reckless endangering was sufficient and that no new laws were needed to address the risk to the public. Rhonda Rich has contacted legislators, including Bill Post, Kim Thatcher and Paul Evans(the West Salem representative), regarding a possible legislative response.

August 27th - Bauer's attorney submits a "Stipulated Order Granting Entry of a Preliminary Injunction" to Northwest Rock and Lance Davis. The order is to prohibit discharging firearms on the property and take measures to prevent trespassers from accessing the property and discharging firearms.

September 17th - Testimony at Keizer City Council meeting - Carol and Rhonda, Gary Blake, and Shirley DeShon testified in support of both resolutions. See below.

Resolution "West Salem Quarry -Litigation Intervening" which allows the City of Keizer to join litigation on the Bauer's side with regard to injunction relief only.

Resolution"legislative Action - West Salem Quarry Shooting" which requests that the State Legislature addresses this dangerous and unacceptable situation

September 21st -Bauer's hearing at Marion County Courthouse initiated-  
Next hearing set for November 15th to determine venue, jurisdiction & intervenor

November 15th - Bauer's hearing at Marion County Courthouse-  
Seventeen people fill the courtroom to show support for the Bauer's case.  
Judge determines Marion County has jurisdiction and the City of Keizer will be an intervenor in the case. Injunction is to continue until next hearing set for April 9th & 10th, 2019.

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**City of Keizer Council Meetings** [www.keizer.org](http://www.keizer.org)  
click. On Community, then Keizer [TV.com](http://TV.com) to view meeting  
or go to Councils and Boards, City Council minutes to read

**Marion County Commissioners Board Meetings** [www.co.marion.or.us/BOC](http://www.co.marion.or.us/BOC)  
click on Prior Board Sessions, then CCTVvideostreaming

**Polk County Commissioners Board Meetings Minutes.** [www.co.polk.or.us/boc](http://www.co.polk.or.us/boc)  
click on " View the Board of Commissioners Calendar"

**Keizertimes Articles** [www.keizertimes.com](http://www.keizertimes.com)  
June 8th "Bullet from Polk County shooting range pierces Keizer Home"  
June 22nd. "Authorities Respond to Stray Bullet? Letters"  
July 16th "Temporary ceasefire: Range owner halts shooting for time being"  
July 20th. "Council request halt to recreational shooting"  
September 21st "City will join lawsuit to stop shooting across river"

COUNCIL MEETING: April 1, 2019

**TO:** MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM:** CHRIS EPPLEY  
CITY MANAGER

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

**SUBJECT:** WAIVER OF COMMUNITY CENTER FEE – LATINOS EN ACCION COMMITTEE –  
LATINO RECOGNITION SCHOLARSHIP RECEPTION

**BACKGROUND:**

In 2018, the Latinos En Accion Committee held the first annual Latino Recognition Scholarship Event at the Keizer Community Center. The City Council waived the rental fee and security cleaning deposit, but charged staffing costs. The Committee is once again asking for a fee waiver for the 2019 event. The event will be held on Thursday, May 9, 2019 from 7:00 p.m. to 8:30 p.m. Community Center Iris Room A would accommodate this event. The rental rate for this room, including the Keizer citizen 25% discount, would be \$300. This rate includes staffing costs and use of the kitchen. There is also a \$750 refundable security-cleaning deposit that is collected prior to the event. A certificate of liability insurance would be required for the event.

Options for Council Consideration:

1. Council could deny the request for a complete rental fee/security-cleaning deposit waiver.
2. Council could grant the request for a complete rental fee/security-cleaning deposit waiver.
3. Council could waive the security-cleaning deposit and charge the rental fee of \$300.
4. Council could waive the rental fee and the security-cleaning deposit but charge for staffing time (4 hours @\$20 = \$80)
5. Council could impose or waive fees in any manner they choose.

**RECOMMENDATION:**

Staff recommends the Council discuss the above listed options and make a motion directing staff how to proceed with the Latinos En Accion Committee event.

**CITY COUNCIL MEETING: April 1, 2019****AGENDA ITEM NUMBER: \_\_\_\_\_****TO: MAYOR CLARK AND CITY COUNCIL MEMBERS****THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER****FROM: TIM WOOD, FINANCE DIRECTOR****SUBJECT: KEIZER CHAMBER OF COMMERCE DISBURSEMENT REQUEST****BACKGROUND:**

During the 2018-19 City of Keizer budget committee meetings, the Keizer Chamber of Commerce requested \$8,500 in funding. The Budget Committee recommended the appropriation be included in the 2018-19 City of Keizer's Committee Approved Budget subject to additional review and approval by the City Council prior to the disbursement of funds.

At the March 18, 2019 regular City Council meeting the Keizer Chamber of Commerce requested that the \$8,500 be released to reimburse the Chamber for costs associated with relocating to River Road and to support the addition of a part-time employee.

**FINANCIAL IMPACT:**

The 2018-19 City of Keizer's Adopted Budget provides \$8,500 in appropriations in the Community Center Fund for the Keizer Chamber of Commerce. Approval of the disbursement request would authorize the City to disburse those funds to the Keizer Chamber of Commerce.

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City to disburse \$8,500 to the Keizer Chamber of Commerce.

**CITY COUNCIL MEETING: April 1, 2019**

**TO: MAYOR AND CITY COUNCIL**

**FROM: CHRISTOPHER C. EPPLEY  
CITY MANAGER**

**SUBJECT: 2019-20 CITY COUNCIL GOALS**

**BACKGROUND**

On February 25, 2019 the City Council met in a work session to formulate a list of short and long term goals for the City to work on over the next several years. By definition, a short term goal is one that is anticipated to be accomplished in 24-months or less while a long term goal is anticipated to take longer than 24-months to complete. Below is a list of short and long term goals as generated by the City Council at the goal setting work session. A Council Goals Plan to Actual has been developed and is attached for each of these goals.

**Short Term Goals****Charter Review**

- Create Charter Review Committee
- Revise Section 44 of Charter
- Overall Updates to Charter
- May 2020 Ballot – Fall back date November 2020

**Urban Growth Boundary**

- Completion of Studies and Recommendations
- Continue Community Engagement

**Community Outreach**

- Community Makeup – demographics and diversity
- Scorecard of the changes made and their effectiveness
- Recruitment and Training for Volunteers
- Youth Engagement

**Begin Parks Master Plan Update**

- Engage Youth Sports Groups in Process

**Youth Councilor Program**

- Increase recruitment – private and home school
- Revisit experience – what do they want out of experience

**City Staffing and Levels of Service**

- Current Services
- Demand for Services
- Unfunded Mandates/Available Funding
- Staff Diversity

**Long Term Goals**

**City Staffing/Level of Service**

- Strategic Plan

**Urban Growth Boundary**

- Determine Direction after Short Term Studies

**Transportation Systems Plan Update**

**Complete Parks Master Plan Update**

**RECOMMENDATION**

Staff recommends that Council review the proposed short and long term goals as listed above and adopt the attached resolution confirming them as the current City Council short and long term goals.

## 2019 - 21 City Council Goals

### *Business Plan for Completion within 24-months*

**Goal to accomplish a Charter review and revision:** Work with Mayor, City Council, and City Attorney to establish a Charter Review Task Force to evaluate the City Charter against the LOC model charter, and, if the City Council determines to do so, place a Charter Revision ballot measure on the next practicable general election.

- ◆ **Work with Mayor, City Council, City Attorney and members of a Charter Review Task Force to evaluate the City's currently adopted charter to see if a revision is warranted.**

#### Next Steps:

<u>Task</u>	<u>Next Steps</u>	<u>Who</u>	<u>% Goal</u>	<u>FY</u>	<u>Update</u>
Establish Charter Review Task Force	◆ City Council to initiate Task Force for the purposes identified above.	City Council City Attorney City Manager	10	2019-21	3/27/19 – Work has not yet begun on this task.
Charter Review Task Force meets	◆ Task Force to review Charter ◆ Task Force to make recommendation(s) to City Council for revision(s)	Charter Review Task Force City Attorney	50	2019-21	3/27/19 – Work has not yet begun on this task.
City Council votes to initiate ballot measure for Charter revision(s) on General Election	◆ City Council to vote at a regular meeting of the City Council	City Council City Attorney City recorder City Manager	10	2019-21	3/27/19 – Work has not yet begun on this task.
Place measure on ballot for General Election	◆ City Recorder and City Attorney to work up ballot measure for City Council approval and place on ballot for General Election	City Attorney City Recorder	30	2019-21	3/27/19 – Work has not yet begun on this task.

**Total % of Goal Completed to date**

**0**



## 2019 - 21 City Council Goals

### *Business Plan for Completion within 24-months*

**Goal to discuss and determine City staffing and levels of service:** Work with Mayor, City Council, and the community to discuss what levels of service are desired by the citizens in general governmental areas like Community Development, Code Enforcement, Community Outreach, etc. and then determine appropriate funding to support those service levels.

- ◆ Determine appropriate City staffing levels for the levels of service desired by the community in General governmental service areas.
- ◆ Explore appropriate funding mechanisms to accomplish community-desired levels of service and staffing levels.
- ◆ Continue to evaluate all areas of the organization for implicit and explicit bias to remove barriers, if any, to staff diversification at all levels.

#### Next Steps:

<u>Task</u>	<u>Next Steps</u>	<u>Who</u>	<u>% Goal</u>	<u>FY</u>	<u>Update</u>
Determine community desired levels of service	◆ Develop public forum for City Council, and Staff, and community discuss desired service levels for general governmental service areas.	City Council City Manager Department Heads	25	2019-21	3/18/19 – Work has not yet begun on this step
Evaluate staffing levels necessary to provide desired levels of service	◆ Perform staffing analysis to determine staffing levels necessary to provide desired service levels. ◆ Determine fiscal requirement to support desired staffing levels.	City Council City Manager Department Heads	25	2019-21	3/18/19 – Work has not yet begun on this step
Explore funding mechanisms to support desired staffing levels	◆ Explore funding sources to support staffing levels required to support desired levels of service. ◆ City Council makes determination on direction to take. ◆ Take necessary steps to implement City Council direction.	City Council City Manager Department Heads	30	2019-21	3/18/19 – Work has not yet begun on this step

Continue to be conscious of potential implicit and explicit bias that could provide barriers to staff diversification at all levels	◆ Continue to evaluate policies, procedures, and practices to remove implicit or explicit bias that could potentially provide barriers to diversification of the staff at all levels.	HR Director City Manager Department Heads	23	10	2019-21	3/27/19 – This is an item that we are continually conscious of but will evaluate on an ongoing basis to ensure the strongest and most diverse staff with the highest skillset that meets the needs of the community and organization.
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<b>Total % of Goal Completed to date</b>	<b>10</b>
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## 2019 - 21 City Council Goals

### *Business Plan for Completion within 24-months*

**Goal to continuously expand community engagement:** Continue to identify opportunities to engage with all cultures and groups of people within the community to provide an opportunity for all peoples to positively interact and have influence within their City government.

- ◆ **City Council holds public forums and performs outreach to actively engage with the community in many venues.**
- ◆ **Work with community partners to develop forums and opportunities for positive communications between all members of the community and the City Council.**
- ◆ **The City Council should develop strategies for ongoing positive community involvement and consider adopting them in.**

### Next Steps:

<u>Task</u>	<u>Next Steps</u>	<u>Who</u>	<u>% Goal</u>	<u>FY</u>	<u>Update</u>
Continue community outreach	◆ City Council to continue to find opportunities to outreach to the community in as many ways as possible	City Council City Manager City Attorney City Recorder	50	2019-21	<del>5/15/17—The City Council wishes to continue expanding the ways in which they outreach and engage with all members of the Keizer Community.</del> 11/26/18 – Staff has begun publishing a number of documents including our City Council agenda on our webpage in Spanish in an attempt. We are looking at other documents, forms, and processes where we can publish in Spanish as well.
Consider adopting an inclusivity resolution declaring our intent to be a welcoming community for all peoples	◆ Council to direct staff to create an inclusivity resolution for consideration	City Council City Manager City Attorney City Recorder	10	2019-21	11/26/18 – City Council has held a work session on the topic and has discussed the adoption of an inclusivity resolution a number of times but has not yet adopted one.
Develop benchmarks	◆ Develop benchmarks to evaluate progress on this continuing goal	City Council City Manager	20	2019-21	3/27/19 – Work has not yet begun on this task.
Explore implicit and explicit bias in our recruitment and interview process to remove barriers, if any, to diversification of the workforce at all levels.	◆ Hire consultant or complete evaluate in house to review our recruitment methods, application process, and interview process for potential implicit bias.	HR Director	10	2019-21	3/27/19 – Work has not yet begun on this task.
		City Manager	10	2019-21	3/27/19 – Work has not yet begun on this task.

Train volunteers and staff on inclusivity, implicit, and explicit bias.      ♦ Explore and provide training for staff and volunteers to educate on implicit and explicit bias and diversity.      HR Director

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**Total % of Goal Completed to date**      **50**

## 2019 - 21 City Council Goals

*Business Plan for Completion within 24-months*

**Goal to update the Parks Master Plan:** Initiate process of reviewing and updating the Parks Master Plan.

- ◆ **Initiate dialogue with citizens and Keizer youth sports groups to evaluate needs throughout the community as the Keizer Parks Master Plan is reviewed and updated.**

### Next Steps:

<u>Task</u>	<u>Next Steps</u>	<u>Who</u>	<u>% Goal</u>	<u>FY</u>	<u>Update</u>
Initiate public dialogue on future parks capital needs	◆ Conduct public outreach with the community and with Keizer based youth sports programs to determine the capital needs of the Keizer park system.	PW Director Finance Dir Parks Board City Manager	80	2019-21	3/18/19 – Work has not yet begun on this step.
Adopt updated Parks Master Plan	◆ City Council to adopt the updated Parks Master Plan.	City Manager PW Director Parks Board City Attorney City Council	20	2019-21	3/18/19 – Work has not yet begun on this step

**Total % of Goal Completed to date**

<b>0</b>
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## 2019 - 21 City Council Goals

### *Business Plan for Completion within 24-months*

**Goal to Complete steps necessary to gather all data required for a community wide UGB discussion:** Complete gathering all data and finish all research necessary to engage the community is a meaningful way to determine the future of Keizer's portion of the UGB.

- ◆ Complete analysis of River Road business district opportunities and strategies through ODOT grant.
- ◆ Complete Transportation analysis for UGB discussion
- ◆ Conduct community outreach to discuss UGB topic.
- ◆ Develop policy direction on UGB topic.

### **Next Steps:**

<b><u>Task</u></b>	<b><u>Next Steps</u></b>	<b><u>Who</u></b>	<b><u>% Goal</u></b>	<b><u>FY</u></b>	<b><u>Update</u></b>
Complete downtown core strategies plan	◆ Develop a plan to enhance and take advantage of all of the opportunities associated with a strong downtown business district along River Road.	Com Dev Dir Planning Com City Attorney City Manager City Council Finance Dir	25	2019-21	5/15/17 – RFP has been reviewed and a firm has been selected to accomplish this project in conjunction with ODOT.
Transportation analysis for UGB scenarios	◆ Perform transportation system analysis based on UGB scenarios.	Com Dev Dir	25	2019-21	11/26/18 – various studies are currently underway regarding the costs associated with growth should the UGB be expanded. In addition, a process has been identified for separating from Salem should Keizer decide to establish our own independent UGB.
UGB Discussion community outreach	<ul style="list-style-type: none"> <li>◆ Develop community outreach strategy to discuss the UGB topic with citizenry.</li> <li>◆ Execute community outreach program and gather input.</li> </ul>	Com Dev Dir City Attorney Planning Com City Council City Manager Finance Dir	25	2019-21	3/27/19 – Work has not yet begun on this task.

Develop policy direction on UGB topic

- ◆ Deliberate EOA/HNA data and public comment to develop policy direction on UGB topic.

Com Dev Dir  
Planning Com  
City Attorney  
City Council  
City Manager

25

2019-21

3/27/19 – Work has not yet begun on this task.

## 2019 - 21 City Council Goals

### *Business Plan for Completion within 24-months*

**Goal to expand the Youth Council program:** Work with Mayor, City Council, and Youth Councilor to expand the Youth Councilor/Liaison program.

- ◆ Further develop the Youth Council/liaison program where local high school students serve as representatives of Keizer youth on all City boards and commissions, where practicable and include both private school and home school students.

#### Next Steps:

<u>Task</u>	<u>Next Steps</u>	<u>Who</u>	<u>% Goal</u>	<u>FY</u>	<u>Update</u>
Expand program	<ul style="list-style-type: none"> <li>◆ City Council to expand youth Councilor program to include private school and home school students.</li> <li>◆ Develop an interview process to ascertain what experiences the youth Councilors want to gain from the program and tailor the program to their needs.</li> </ul>	City Council Youth Councilor City Recorder VCC	100	2017-19	3/18/19 – Work has not yet begun on this step
<b>Total % of Goal Completed to date</b>			<b>0</b>		





- Staff Diversity

**Long Term Goals**

**City Staffing/Level of Service**

- Strategic Plan

**Urban Growth Boundary**

- Determine Direction after Short Term Studies

**Transportation Systems Plan Update**

**Complete Parks Master Plan Update**

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

\_\_\_\_\_  
**Mayor**

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

**CITY COUNCIL MEETING: April 1, 2019**

**AGENDA ITEM NUMBER: \_\_\_\_\_**

**TO: MAYOR CLARK AND COUNCIL MEMBERS**

**THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER**

**FROM: E. SHANNON JOHNSON, CITY ATTORNEY**

**SUBJECT: MOBILE FOOD VENDOR PREMISES PERMIT PROCESS  
ORDINANCE**

Mayor Clark, Council President Kim Freeman and Councilor Parsons have requested revisions in the Mobile Food Vendor Ordinance. You may remember that the current Mobile Food Vendor process requires such vendor to receive a permit regulating both the food vendor cart as well as locational requirements. The new proposal from the three council members changes this format and requires a property owner to receive a “premises permit” to assure that the location of the mobile food vendor is safe and appropriate. The mobile food vendor would have no regulatory requirements, except that they maintain and clearly display the County Health Department Permit and could not have a drive-thru window, which is in the current regulations.

Based on the three councilors’ request, I have prepared the attached Ordinance. Here are some highlights:

1. There would be no limit on the number of mobile food vendors that could be located on a lot or parcel, so long as the required parking was not reduced and the vendors could be safely located on such lot or parcel.
2. The permit would be valid without any renewal process so long as the maximum number and location of the mobile food vendors did not change.
3. Bathroom facilities would have to be available during the operating hours of the mobile food vendor.

4. Except for one grill or barbecue, no equipment or supplies could be located outside the mobile food vendor.

The other alternative to having a premises permit process, is to have an ordinance specifying the locational requirements and other conditions and not have a permit process. The advantage to this process is it would be simpler for both the property owners and City staff. The disadvantage is that the individual locational analysis would not take place and if a mobile food vendor was located in an inappropriate location, the City would have to come in after the fact to request or require relocating such unit.

With the revisions from a Mobile Food Vendor acquiring a permit to the property owner acquiring a permit, a revision needs to be made in the fee resolution. It is appropriate to change the name of the fee from Mobile Food Vendor Permit to Mobile Food Vendor Premises Permit.

State law requires that all fees be adopted by the City Council and that public comment be accepted. There is no requirement for a formal public hearing, but the Mayor should ask if any party wants to provide comment.

If the Council wants to adopt changes, we would have to make some modifications to the Keizer Development Code as well.

**RECOMMENDATION:**

Take action as Council deems appropriate. If the attached Ordinance is adopted, the Mayor should ask for public comment and unless there are objections or questions, adopt the attached Resolution.

Please contact me if you any questions. Thank you.

ESJ/tmh

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A BILL

ORDINANCE NO.

2019-\_\_\_\_\_

FOR

AN ORDINANCE

**ADOPTING THE MOBILE FOOD VENDOR PREMISES PERMIT  
PROCESS; **REPEAL OF ORDINANCE NO. 2017-773****

WHEREAS, the City Council of the City of Keizer desires to allow operation of Mobile Food Vendors in the City in ways that protect and benefit the public health, safety and welfare of existing and future residents and businesses of the City;

WHEREAS, the Council finds that the unique characteristics of Mobile Food Vendor operations and their potential impacts makes it necessary to establish particular requirements for such operations and a separate permitting process for siting Mobile Food Vendors;

NOW, THEREFORE, the City of Keizer ordains as follows:

Section 1. Purpose. The purpose of this Ordinance is to minimize any adverse public safety and public health impacts that may result from allowing Mobile Food Vendors in the City by adopting particular requirements and a permitting process to allow Property Owners to Site Mobile Food Vendors.

Section 2. Definitions.

A. “City” means the City of Keizer.

1 B. “Manager” means the City Manager of the City of Keizer or his/her  
2 designee.

3 C. “Mobile Food Vendor” means a non-permanent, contained vehicle,  
4 typically a truck, van, or trailer which have their wheels intact and have  
5 been outfitted to prepare and serve food to pedestrian customers and patrons  
6 outside of their vehicles.

7 D. “Owner” means a Person who has an ownership interest in a Mobile Food  
8 Vendor.

9 E. “Person” means every natural person, firm, partnership, association, social  
10 or fraternal organization, corporation, estate, trust, receiver, syndicate,  
11 branch of government, or any other group or combination acting as a unit.

12 F. “Premise” means a single lot or parcel of record.

13 G. “Property Owner” means the owner of record of real property as shown on  
14 the latest tax rolls or deed records of Marion County.

15 H. “Site” means the space on Premises designated to be occupied by one  
16 Mobile Food Vendor.

17 Section 3. Permit Required.

18 A. An Owner of any Mobile Food Vendor operating in the City shall obtain  
19 and maintain current licensing with Marion County Environmental Health  
20 or other appropriate governing agency and must comply with the  
21 requirements of any and all federal, state or local laws. Such license or

1 sticker must be displayed in a prominent location in view of all patrons and  
2 customers. Mobile Food Vendor(s) may not provide drive-through window  
3 service.

4 B. A Property Owner wishing to allow one or more Mobile Food Vendors on  
5 their property must receive a Mobile Food Vendor Premises permit issued  
6 under this Ordinance. A new permit must be obtained if the Property Owner  
7 wants to change the number or location of allowed Mobile Food Vendor  
8 Sites on Property Owner's property.

9 Section 4. Permit Application and Fee Requirements.

10 A. Application forms for Mobile Food Vendor Premises permits will be  
11 available at the Keizer Community Development Department.  
12 Applications must be submitted to the Community Development  
13 Department and must be signed by the Property Owner under penalty of  
14 perjury. The application documents must include at least the following:

15 1) The completed application form.

16 2) A detailed Premises plan showing the number and location(s) of the  
17 proposed Site(s) for Mobile Food Vendor(s). Such plan shall detail  
18 the following:

19 (a) the Site location(s);

20 (b) the distance from the Site to driveway approaches, sidewalks,  
21 and on-site pedestrian ways;

1 (c) clearly delineate the parking spaces, both available and  
2 unavailable due to the Sites.

3 3) The description, location of and size of the eating area if one is  
4 provided.

5 4) The application fee as set by Council Resolution. No portion of  
6 the Mobile Food Vendor Premises permit fee is refundable once the  
7 Premises plan has been submitted for review.

8 5) Such other information deemed necessary by the Manager to  
9 conduct any investigation for the Mobile Food Vendor Premises  
10 permit.

11 The permit will be approved, denied or approved as modified. The Sites  
12 shall be approved if in the Community Development Department's  
13 discretion, the Site(s) meet the requirements as forth herein and the Site(s)  
14 are in a safe and appropriate location considering vision clearance,  
15 pedestrian safety and access, parking requirements and other appropriate  
16 factors.

17 Section 5. Permit Termination.

18 A. A Mobile Food Vendor Premises permit shall remain in effect so long as  
19 the Site location(s) and number of Mobile Food Vendors remain the same.

20 B. A Mobile Food Vendor Premises permit terminates automatically if federal  
21 or state statutes, regulations or guidelines are modified, changed, or

1           interpreted in such a way by state or federal law enforcement officials as to  
2           prohibit operation of a Mobile Food Vendor.

3           Section 6.   Permit Conditions.   The Property Owner must comply with the  
4 following requirements, in addition to any other federal, state or local requirements:

5           A. The Property Owner shall only allow Mobile Food Vendors that have and  
6           display their current Marion County Environmental Health Department  
7           license or sticker, or current appropriate governing agency licensing in a  
8           prominent location in view of all patrons and customers.

9           B. The Property Owner shall require that the Mobile Food Vendor be mobile  
10          and on wheels at all times when present on the Premises.

11          C. The Property Owner shall ensure that the Mobile Food Vendor shall not be  
12          on the Premises for more than four (4) days without being open for business.

13          D. The Premises shall not be used as storage for the Mobile Food Vendor  
14          vehicle.

15          E. The Property Owner shall maintain the Premises as follows:

16           1.       Must comply with all American with Disability Act accessibility  
17           requirements and not impede any pedestrian pathways, driveways or drive  
18           aisles of any off-street parking area or create safety or traffic hazards.

19           2.       Must not place a Site in a public right-of-way.

20           3.       Must place the Site on an improved parking lot or other hard surface  
21           area.

1           4.     The minimum off-street parking requirements for all uses or  
2           activities must be maintained.

3           5.     Mobile Food Vendors may only occupy Site(s) as approved in the  
4           permit.

5           6.     The Property Owner must set operating hours for the Mobile Food  
6           Vendors, which shall not exceed 6:00 a.m. to 11:00 p.m.

7           7.     Signage must comply with signage regulations in the Keizer  
8           Development Code.

9           8.     Property Owner may not allow Mobile Food Vendor to place or store  
10          any type of supplies, material, or equipment outdoors on Property Owner  
11          Premises. All supplies, material, and equipment must be fully contained  
12          within Mobile Food Vendor or in an enclosed structure, except that one (1)  
13          grill, barbeque or cooking surface may be used outdoors.

14          9.     The Property Owner may be allowed a temporary covered eating  
15          area provided that the temporary covered eating area is kept in good  
16          condition and maintained to manufacturer's specifications. The covering  
17          must be able to be securely tied down.

18          10.    The Property Owner is responsible for keeping the Premise free of  
19          paper, cardboard, wood, plastic containers, wrappers, and litter. Bathroom  
20          facilities must be provided for Mobile Food Vendors and customers during  
21          operating hours.

1           11.    The Property Owner shall not allow grey water to be discharged on  
2           the Premise.

3           12.    All conditions of the Permit must be in compliance.

4           Section 7.   Examination of Premise.

5           A. To determine compliance with the requirements of this Ordinance, and any  
6           and all applicable regulations, the Manager may examine or cause to be  
7           examined by an agent or representative designated by the Manager, at any  
8           reasonable time, the Premises. Every permittee is directed and required to  
9           furnish to the Manager the means and opportunity for making such  
10          examinations.

11          B. Without reducing or waiving any provisions of this Ordinance, the Manager  
12          or his designee shall have the same access to the Premise as allowed to  
13          county inspectors. Denial or interference with access shall be grounds for  
14          revocation or suspension of a Mobile Food Vendor Premises Permit.

15          Section 8.   Administrative and Other Remedies for Noncompliance,

16          Administrative Appeals, and Penalties.

17          A. The Manager may deny, suspend, or revoke a Mobile Food Vendor  
18          Premises permit for failure to comply with this Ordinance or rules adopted  
19          under this Ordinance, for submitting falsified information to the City, or for  
20          noncompliance with any other City Ordinances or regulations, or violation  
21          of any state laws.

- 1) Any suspension or revocation pursuant to this section shall be in writing, setting forth the reasons therefor, and giving the permittee written notice by first-class United States Mail at least ten (10) calendar days prior to effective date of the revocation or suspension.
- 2) A decision to deny, suspend, or revoke a Mobile Food Vendor Premises permit may be appealed by filing a Notice of Appeal in writing physically delivered to the Manager on or before the effective date. Unless Manager has declared imminent danger to the public will exist, the Manager's decision to revoke or suspend is stayed pending appeal. The matter shall be heard by the Keizer Hearings Officer who shall determine, by preponderance of the evidence, whether the Manager's decision should be upheld or reversed, or upheld in part and reversed in part. The hearing shall be conducted no later than twenty (20) days from the date of appeal, unless a different date is stipulated by the City and the applicant, or good cause is shown for setting the matter forward. Testimony at the hearing shall be taken upon oath or affirmation of the witnesses. The Hearings Officer shall consider only the matters set forth in the Notice of Appeal. The Findings and Decision of the Hearings Officer shall be served upon the appellant by first class mail within ten (10) days after the hearing concludes. The Hearings Officer

1 decision shall be effective ten (10) days following the date of the  
2 decision. The Findings and Decision of the Hearings Officer shall  
3 be final and conclusive, subject only to writ of review under ORS  
4 34.010 to 34.100, which shall be the sole remedy.

5 B. In addition to the remedies of suspension and revocation, failure to comply  
6 with the requirements of this Ordinance or the conditions of the permit  
7 constitutes an infraction under the Civil Infraction Ordinance. Violations  
8 are subject to fines not to exceed \$500.00 per day. Each day in violation  
9 constitutes a separate offense.

10 C. The remedies provided in this Section are not exclusive and shall not  
11 prevent the City from exercising any other remedy available under the law.

12 Section 9. Severability. If any section, subsection, paragraph, sentence or word  
13 in this Ordinance is deemed to be invalid or beyond the authority of the City, either  
14 on its face or is applied, the invalidity of such provision shall not affect the other  
15 sections, subsections, paragraphs, sentences, or words of this Ordinance, and the  
16 application thereof; and to that end sections, subsections, paragraphs, sentences and  
17 words of this Ordinance shall be deemed severable.

18 Section 10. Repeal of Ordinance No. 2017-773. Ordinance No. 2017-773  
19 (Adopting the Mobile Food Vendor Permit Process) shall be repealed in its entirety,  
20 but such Ordinance shall remain in force for the purpose of enforcing any violation or  
21 permit under such Ordinance that existed prior to the date of this Ordinance.

1           Section 11. Effective Date. This Ordinance shall take effect thirty (30) days after  
2 its passage.

3           PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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5           SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Mayor

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City Recorder

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

2  
3 Resolution R2019-\_\_\_\_\_4  
5 **ADOPTING LAND USE AND SIGN PERMIT FEES UNRELATED TO**  
6 **PARTITIONS AND SUBDIVISIONS; **REPEALING RESOLUTION****  
7 **R2019-2953**8  
9 WHEREAS, the Keizer City Council established a fee schedule for land use  
10 actions and sign permits unrelated to partitions and subdivisions by Resolution No.  
11 R2019-2953;12 WHEREAS, the City Council of the City of Keizer revised the mobile food  
13 vendor permit process that requires a property owner to receive a Mobile Food Vendor  
14 Premises Permit instead of the mobile food vendor receiving a Mobile Food Vendor  
15 Permit16 WHEREAS, the City Council desires to change the name of the fee from Mobile  
17 Food Vendor Permit to Mobile Food Vendor Premises Permit;18 WHEREAS, the City Council solicited comment and testimony regarding the  
19 proposed fee on April 1, 2019;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the Land Use  
22 and Sign Permit Fee Schedule shall be set forth in Exhibit "A" and that the Community  
23 Development Department is directed to collect such fees.

24

1           BE IT FURTHER RESOLVED by the City Council of the City of Keizer that  
2 Resolution R2019-2953 shall be repealed in its entirety.

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

5           PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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7           SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Mayor

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City Recorder

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**EXHIBIT A  
CITY OF KEIZER**

**LAND USE AND SIGN PERMIT FEE SCHEDULE**

CONDITIONAL USE	\$ 710.00
FLOODPLAIN	\$ 405.00 (plus \$15/lot)
PROPERTY LINE ADJUSTMENT	\$ 405.00
VARIANCE (Minor, Major or Sign)	\$ 710.00
ANNEXATION	\$ 1,790.00
COMPREHENSIVE PLAN AMENDMENT	\$ 2,495.00
MASTER PLAN	\$ 2,800.00 (plus \$38 x number of acres over 4 acres)
MASTER PLAN AMENDMENT	\$ 2,100.00
ZONE CHANGE	\$ 2,495.00
ZONE CHANGE AND COMPREHENSIVE PLAN AMENDMENT	\$ 3,410.00
FINAL PLAT REVIEW	\$ 360.00
REVIEW OF TRANSPORTATION IMPACT ANALYSIS (TIA)	\$ 660.00
HISTORICAL RESOURCE	\$ 150.00
DEVELOPMENT STANDARDS ALTERNATIVE	\$ 710.00
<b>ADMINISTRATIVE ACTIONS</b>	
Dealers License (New)	\$ 38.00
Dealers License (Renewal)	\$ 15.00
Land Use Compatibility Statement	\$ 38.00
Legal Lot Determination	\$ 77.00
Sign Permits	
0 to 36 square fee	\$ 99.00
36 to 60 square feet	\$ 126.00
61 to 100 square fee	\$ 160.00
101 to 150 square feet	\$ 198.00
Site Plan Review with Building Permit (Commercial)	\$ 236.00
(Industrial)	\$ 319.00
Temporary Use Permit	\$ 55.00
Written Determination	\$ 55.00
Zoning Fee (Building Permit)	20% of Marion County Building Fee
Childcare License Zoning Review	\$ 38.00
Zoning Review (Other than Dealers License and Childcare License)	\$ 38.00
Mobile Food Vendor Premises Permit	\$ 75.00
Sign Permits for Special Occasions - 14 Consecutive Calendar Days	\$ 55.00
<b>APPEALS</b>	
APPEAL OF STAFF DECISION	\$ 250.00
APPEAL OF HEARINGS OFFICER/PLANNING COMMISSION DECISION	\$ 365.00

**CITY COUNCIL MEETING: April 1, 2019**

**AGENDA ITEM NUMBER: \_\_\_\_\_**

**TO: MAYOR CLARK AND CITY COUNCIL MEMBERS**

**THROUGH: CHRIS EPPLEY  
CITY MANAGER**

**FROM: BILL LAWYER  
PUBLIC WORKS DIRECTOR**

**SUBJECT: AMERICAN FOR DISABILITIES ACT (ADA) RAMP UPDATE**

**DATE: March 18, 2019**

**BACKGROUND:**

The Public Works Department Streets Division has been systematically moving through the City rehabilitating existing sidewalks located on the City's local street system by installing ADA drop ramps to meet the current standards. The project this fiscal year will complete the ADA ramps at the intersections of Rivercrest Drive N and Menlo Drive N, and also at Rivercrest Drive N and Manbrin Drive N.

Public Works received two quotes for the installation of 9 new ADA sidewalk drop ramps on Rivercrest Drive N and they ranged from a high bid of \$31,500.00 to a low bid of \$25,200.00. The low bidder on the project is Salem Concrete Paving with a bid of \$25,200.00.

**FISCAL IMPACT:**

Funds for this project are available in the Fiscal Year 2018/2019 Street Fund Budget line 63.

**RECOMMENDATION:**

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with Salem Concrete Paving for the construction of 9 ADA drop ramps for a total cost of \$25,200.00.

Please contact me if you have questions.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-\_\_\_\_\_

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SALEM CONCRETE PAVING FOR CONSTRUCTION OF ADA SIDEWALK DROP RAMPS (2019)

WHEREAS, the Public Works Department Street Division has been rehabilitating existing sidewalks located on the City’s local designation street system intersections by installing ADA drop ramps over the past several fiscal years;

WHEREAS, the ADA drop ramps along Rivercrest Drive N and Menlo Drive N., and also at Rivercrest Drive N and Manbrin Drive N are scheduled for rehabilitating this fiscal year;

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

WHEREAS, two quotes for this project were received. Salem Concrete Paving submitted the low quote for a total amount of \$25,200.00;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to enter into the attached agreement with Salem Concrete Paving for a total cost of \$25,200.00 to construct 9 new ADA sidewalk drop ramps. Funding for this project is from the Street Fund.

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

3           PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

4

5           SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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\_\_\_\_\_  
Mayor

11

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

CONTRACT  
FOR  
2019 ADA RAMP UPGRADES

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Salem Concrete Paving, 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. Unless directed in writing otherwise, the Contractor shall commence the work covered by this Contract within ten (10) days of full execution of this Contract (weather permitting), and shall complete all aspects of the project no later than June 17, 2019.
3. CONTRACT SUM. The Contract Sum is Twenty-Five Thousand, Two Hundred and no/100 (\$25,200.00). See Exhibit "B" (Proposed Bid) attached hereto and by this reference incorporated herein.
4. PAYMENTS. Contractor may request a partial payment for the work performed each month. Such request shall be prepared by the Contractor and approved by Owner, provided that the Contractor is performing the overall job in a diligent manner. The payment request shall accurately and completely detail all work completed up to the date of the request.

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

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

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

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

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

**OWNER:**

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

**CONTRACTOR:**

Brad Swinford  
Salem Concrete Paving, Inc.  
7355 22<sup>nd</sup> Ave N  
Salem, OR 97303

8. **LICENSES AND PERMITS.** The Contractor 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.
9. **RESPONSIBILITY OF PUBLIC WORKS DIRECTOR.** The term "Public Works Director" herein shall be Bill Lawyer, or his duly authorized representative. The Public Works Director shall have full authority to interpret the plans and

specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract. It shall be the duty of the Public Works Director to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications.

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

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

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

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

- b. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 issued to Contractor and protecting him from all claims arising

out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

12. **WORKERS COMPENSATION INSURANCE.** The Contractor shall procure and maintain, at Contractor's own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Certificates evidencing the issuance of such insurance shall be filed with the Owner within five (5) days after execution of this Contract.
13. **INDEMNITY.** The Contractor shall indemnify the Owner, the Owner's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, Contractor's agents, or employees, in the execution of the work or in guarding the same.
14. **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.

15. 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.

16. INSPECTION. Owner and its 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.

17. 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.

18. 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.

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

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

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

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

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

**20. 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.

21. 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.

22. 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.

23. 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, Contractors agrees, whenever notified by Owner, to immediately place such guaranteed work in a condition satisfactory to Owner and make repairs of all damage made necessary in the fulfillment of the guarantee. This provision shall survive termination of this Contract.

24. 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.
25. **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.
26. **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.
27. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Oregon.
28. **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.
29. **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.
30. **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.

31. 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

SALEM CONCRETE PAVING INC.

By: \_\_\_\_\_  
Christopher C. Eppley,  
City Manager

By: \_\_\_\_\_  
Brad Swinford,  
President

APPROVED AS TO FORM:

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

## **Exhibit “A”**

### **2019 ADA Ramp Upgrade Scope of Services**

1. Excavate and install nine (9) Americans with Disabilities Act (ADA) ramps in the locations indicated on the attached map in Keizer, Oregon.
2. The ramps shall be constructed/installed and finished pursuant to any and all ADA standards and requirements as of the date of the contract. The City is dependent on Contractor’s expertise and experience in this regard.
3. The ramps shall be constructed/installed and finished pursuant to any and all City of Keizer standards and requirements (attached) as of the date of the contract.
4. Each individual ramp site may be different in size due to existing hazards and/or the general layout of the area.
5. Vacuum and properly dispose of all slurry material from saw cutting.
6. Comply with appropriate Erosion Prevention and Sediment Control and obtain satisfactory final inspection from the Stormwater Division of the City of Keizer.

# Annual ADA Ramp Bids 1 @ Menlo & Rivercrest and 8 @ Manbrin & Rivercrest

Legend



Menlo Dr-N

Delight St-N

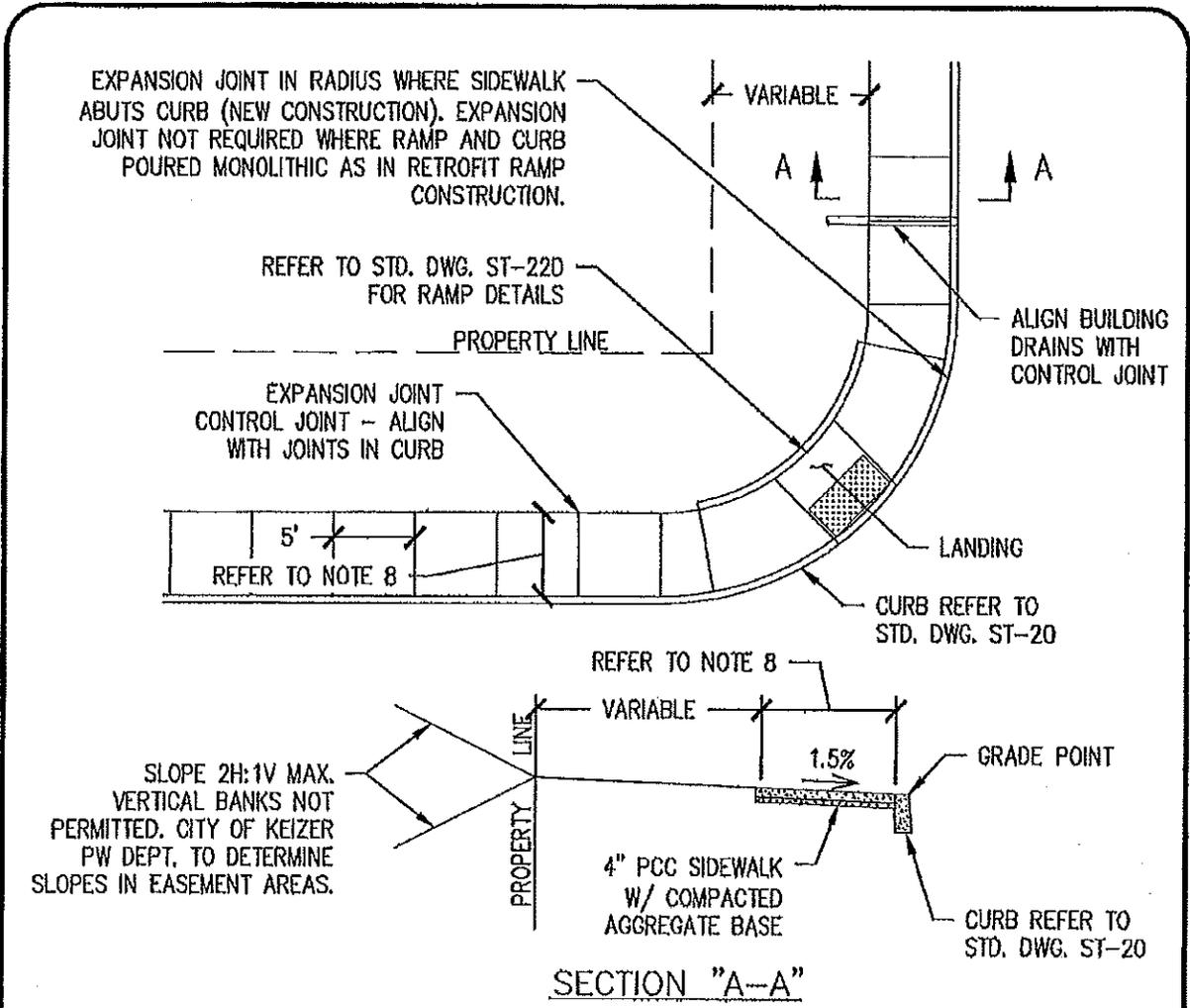
Marino Dr-N

Shoreline Dr-N

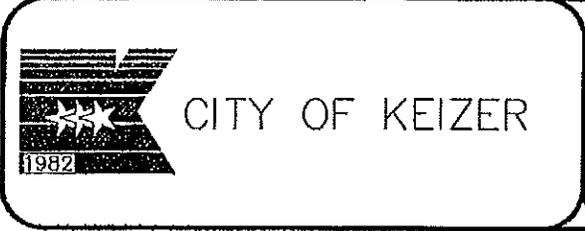
Manbrin Dr-N

Rivercrest Dr-N





- NOTES:
1. EXPANSION JOINTS 1/2" X 4" PREMOLDED JOINT FILLER MATERIAL AT LOCATIONS SHOWN, HEREON AND ON STANDARD DRAWING NO. 22. MATERIAL SHALL BE RECESSED OR CUT TO WITHIN 1/2" OF THE FINISHED CONCRETE SURFACE.
  2. CONTROL JOINTS SHALL BE 1-1/4" DEEP, SPACED AT 5' INTERVALS.
  3. 28 DAY CONCRETE STRENGTH SHALL BE 3300 P.S.I.
  4. PAVEMENT, TURF, OR PLANTED AREAS DISTURBED BY SIDEWALK CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION.
  5. FINISH SIDEWALK WITH LIGHT TRANSVERSE BROOMING EXCEPT AT RAMPS.
  6. ALL EDGES SHALL BE TOOL ROUNDED AND SHINED (3") AFTER BROOMING.
  7. SEE STD. DRAWING ST-24 FOR STD. SIDEWALK DEPTHS AT MAILBOX LOCATIONS.
  8. 5' MIN. SIDEWALK WIDTH FOR LOCAL STREETS - 6' MIN. SIDEWALK WIDTH FOR ARTERIAL AND COLLECTOR STREETS. SLOPE 1.5% TYPICAL, 2% MAXIMUM



CITY OF KEIZER

DEPARTMENT OF PUBLIC WORKS

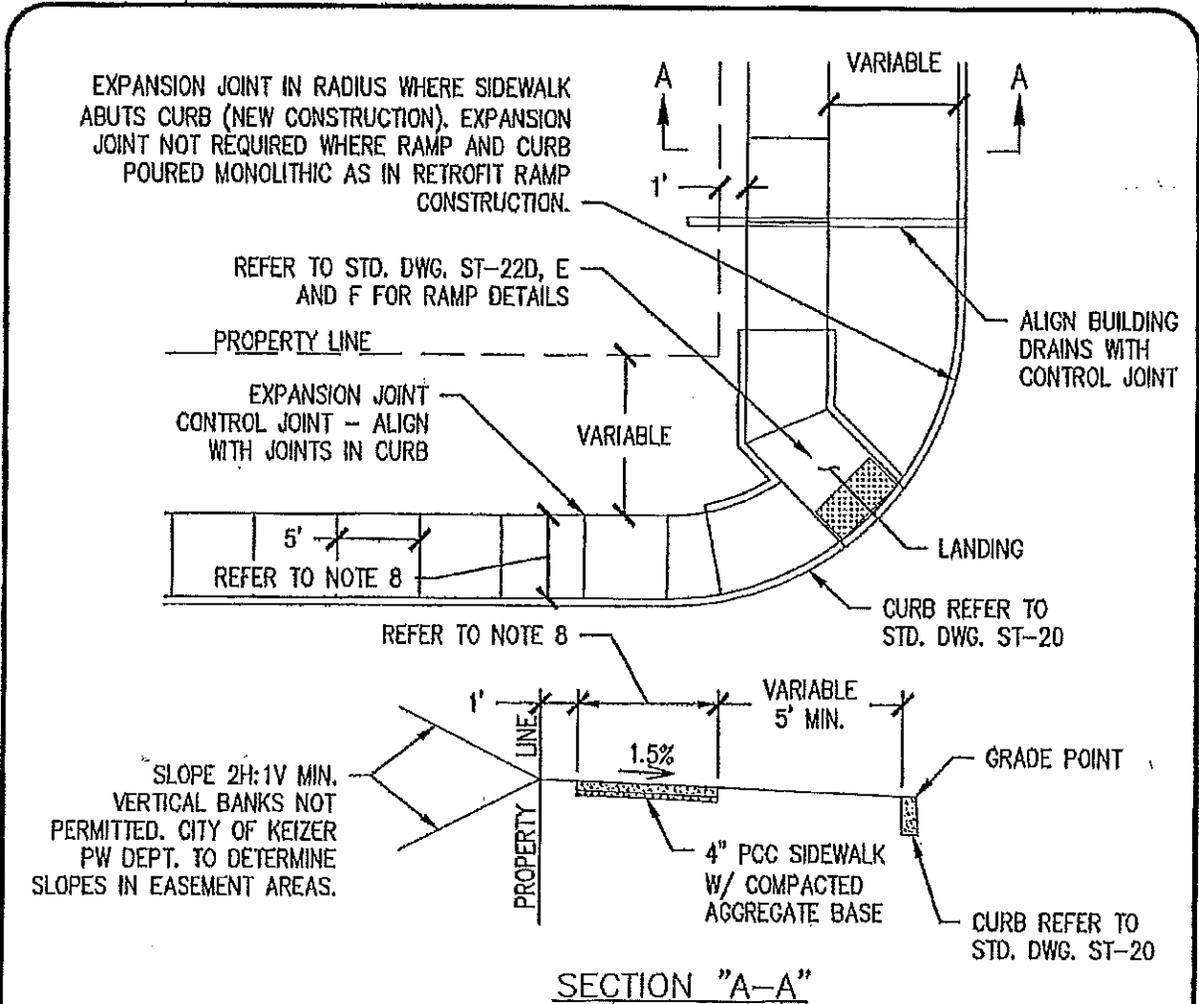
CURB LINE SIDEWALK

DRAWN: G.H.B.

DATE: 12-21-16

APPROVED: W.I.P.

NUMBER: ST-22A



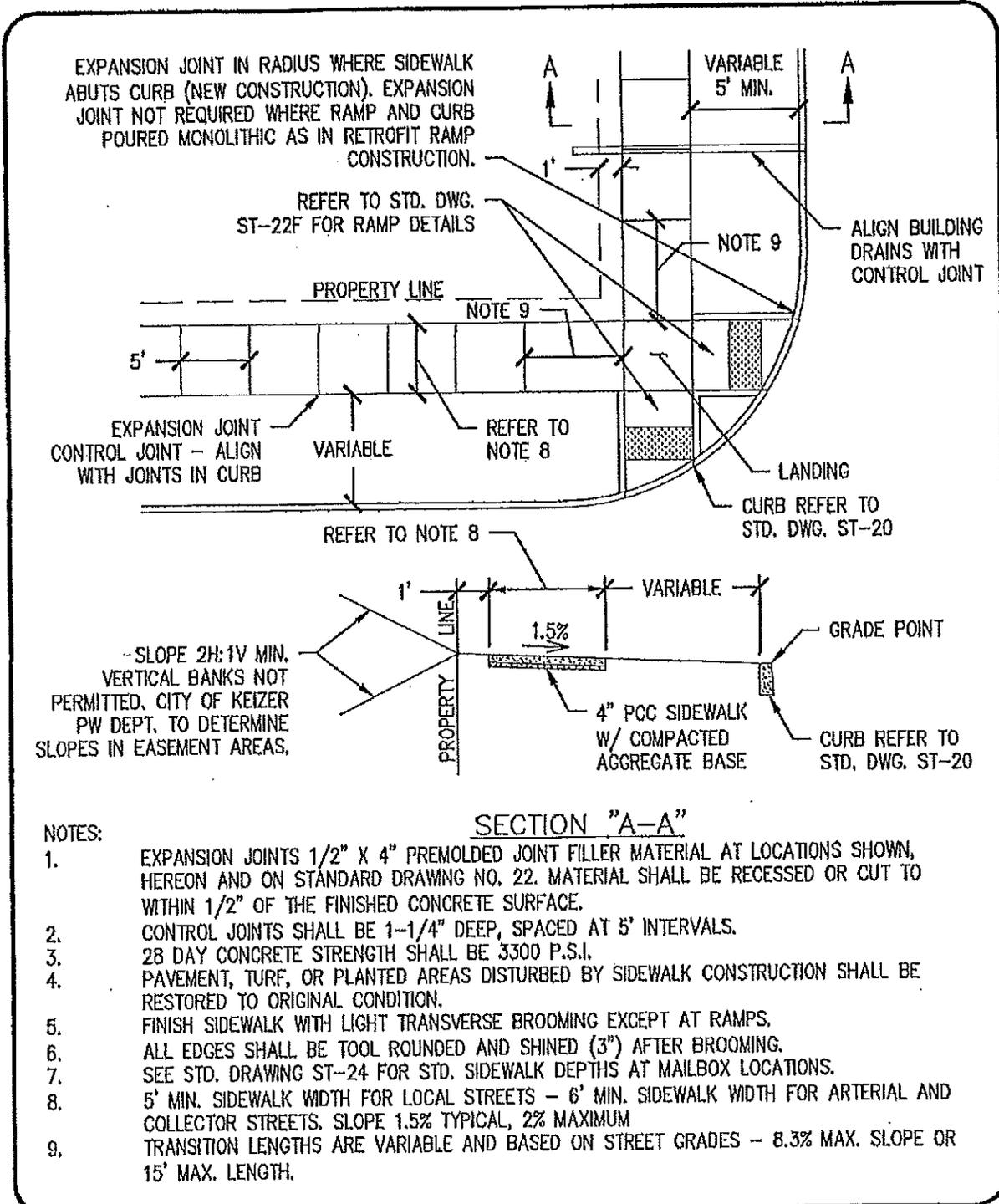
NOTES:

1. EXPANSION JOINTS 1/2" X 4" PREMOLDED JOINT FILLER MATERIAL AT LOCATIONS SHOWN, HEREON AND ON STANDARD DRAWING NO. 22. MATERIAL SHALL BE RECESSED OR CUT TO WITHIN 1/2" OF THE FINISHED CONCRETE SURFACE.
2. CONTROL JOINTS SHALL BE 1-1/4" DEEP, SPACED AT 5' INTERVALS.
3. 28 DAY CONCRETE STRENGTH SHALL BE 3300 P.S.I.
4. PAVEMENT, TURF, OR PLANTED AREAS DISTURBED BY SIDEWALK CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION.
5. FINISH SIDEWALK WITH LIGHT TRANSVERSE BROOMING EXCEPT AT RAMPS.
6. ALL EDGES SHALL BE TOOL ROUNDED AND SHINED (3") AFTER BROOMING.
7. SEE STD. DRAWING ST-24 FOR STD. SIDEWALK DEPTHS AT MAILBOX LOCATIONS.
8. 5' MIN. SIDEWALK WIDTH FOR LOCAL STREETS - 6' MIN. SIDEWALK WIDTH FOR ARTERIAL AND COLLECTOR STREETS. SLOPE 1.5% TYPICAL, 2% MAXIMUM



CITY OF KEIZER

DEPARTMENT OF PUBLIC WORKS	
CURB-PROPERTY LINE SIDEWALK	
DRAWN: G.H.B.	DATE: 12-21-16
APPROVED: W.I.P.	NUMBER: ST-22B



CITY OF KEIZER

DEPARTMENT OF PUBLIC WORKS

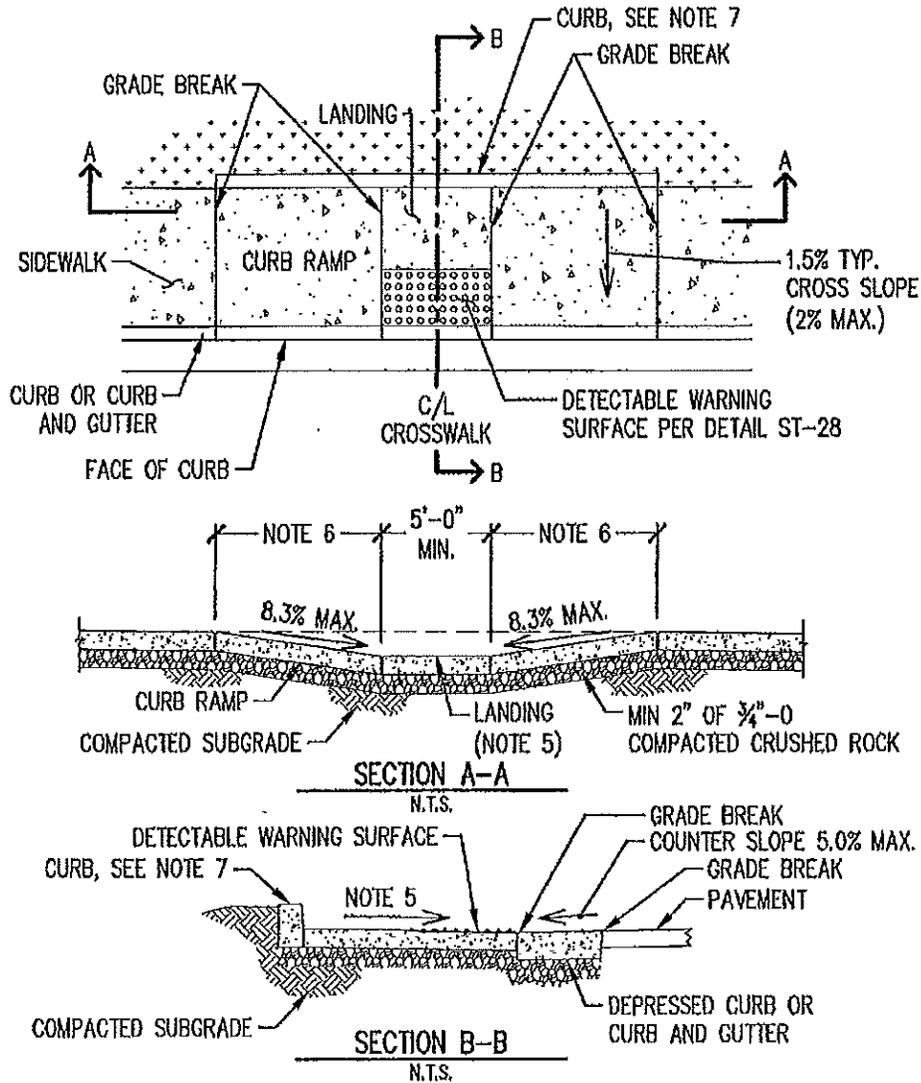
PROPERTY LINE SIDEWALK

DRAWN: G.H.B.

DATE: 12-21-16

APPROVED: W.I.P.

NUMBER: ST-22C



**NOTES:**

1. CONCRETE SHALL BE 3300 PSI AT 28 DAYS.
2. WHERE "GRADE BREAK" IS CALLED OUT, THE ENTIRE LENGTH OF THE GRADE BREAK BETWEEN THE TWO ADJACENT SURFACE PLANES SHALL BE FLUSH.
3. DO NOT PLACE GRATES, JUNCTION BOXES, ACCESS COVERS, OR OTHER APPURTENANCES IN FRONT OF THE CURB RAMP OR ON ANY PART OF THE CURB RAMP OR LANDING.
4. BROOM FINISH CURB RAMP, LANDING, AND FLARES.
5. LANDINGS SHALL HAVE A MAXIMUM SLOPE OF 2.0% IN ANY DIRECTION.
6. TRANSITION LENGTHS ARE VARIABLE AND BASED ON STREET GRADES - 8.3% MAX. SLOPE OR 15' MAX. LENGTH.
7. CONSTRUCT CURB WHERE REQUIRED TO RETAIN SOIL. 6" NOMINAL CURB EXPOSURE, MAY BE MONOLITHICALLY POURED. LANDSCAPE BLOCKS MAY BE USED IN PLACE OF CURB WHEN APPROVED BY PUBLIC WORKS DEPT.



**CITY OF KEIZER**

DEPARTMENT OF PUBLIC WORKS

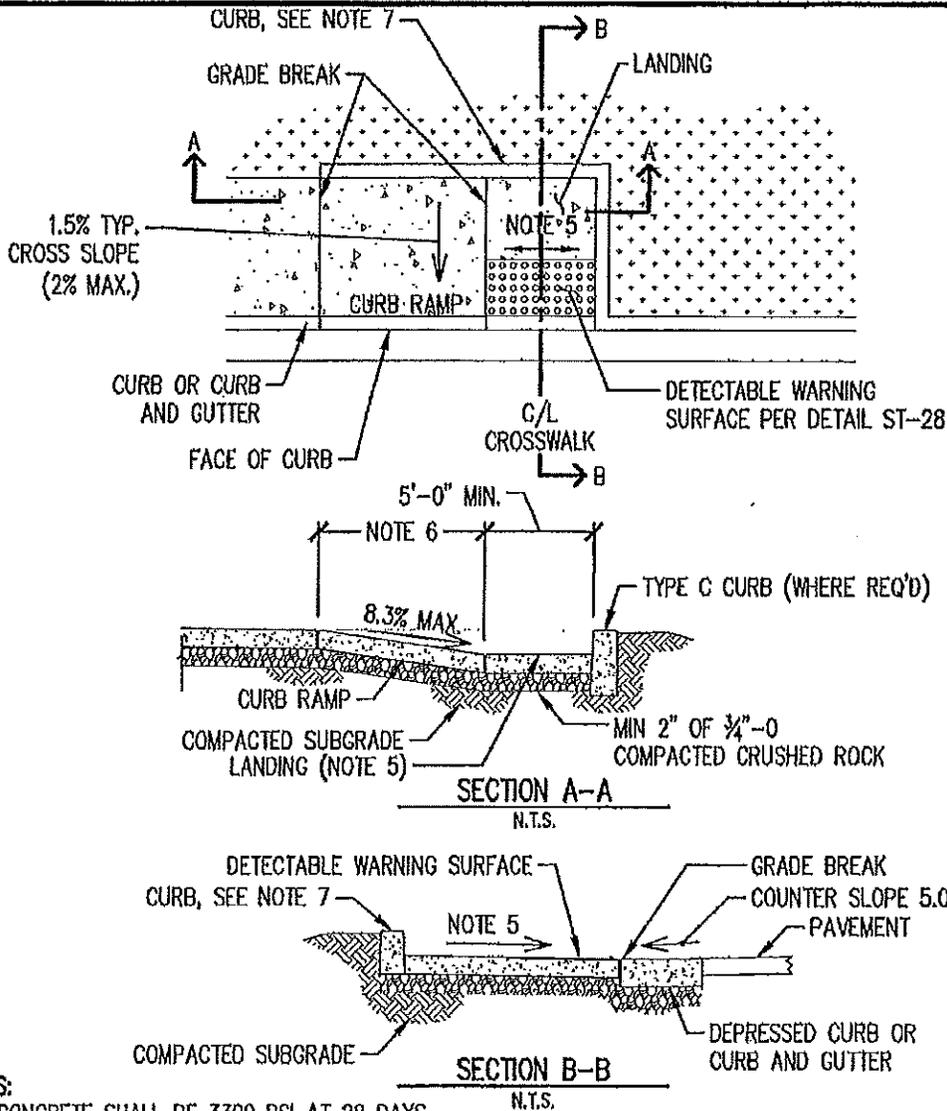
CURB RAMP - PARALLEL TYPE A

DRAWN: G.H.B.

DATE: 03-22-17

APPROVED: W.I.P.

NUMBER: ST-22D



**NOTES:**

1. CONCRETE SHALL BE 3300 PSI AT 28 DAYS.
2. WHERE "GRADE BREAK" IS CALLED OUT, THE ENTIRE LENGTH OF THE GRADE BREAK BETWEEN THE TWO ADJACENT SURFACE PLANES SHALL BE FLUSH.
3. DO NOT PLACE GRATES, JUNCTION BOXES, ACCESS COVERS, OR OTHER APPURTENANCES IN FRONT OF THE CURB RAMP OR ON ANY PART OF THE CURB RAMP OR LANDING.
4. BROOM FINISH CURB RAMP, LANDING, AND FLARES.
5. LANDINGS SHALL HAVE A MAXIMUM SLOPE OF 2.0% IN ANY DIRECTION.
6. TRANSITION LENGTHS ARE VARIABLE AND BASED ON STREET GRADES - 8.3% MAX. SLOPE OR 15' MAX. LENGTH.
7. CONSTRUCT CURB WHERE REQUIRED TO RETAIN SOIL. 6" NOMINAL CURB EXPOSURE, MAY BE MONOLITHICALLY POURED. LANDSCAPE BLOCKS MAY BE USED IN PLACE OF CURB WHEN APPROVED BY PUBLIC WORKS DEPT.



**CITY OF KEIZER**

DEPARTMENT OF PUBLIC WORKS

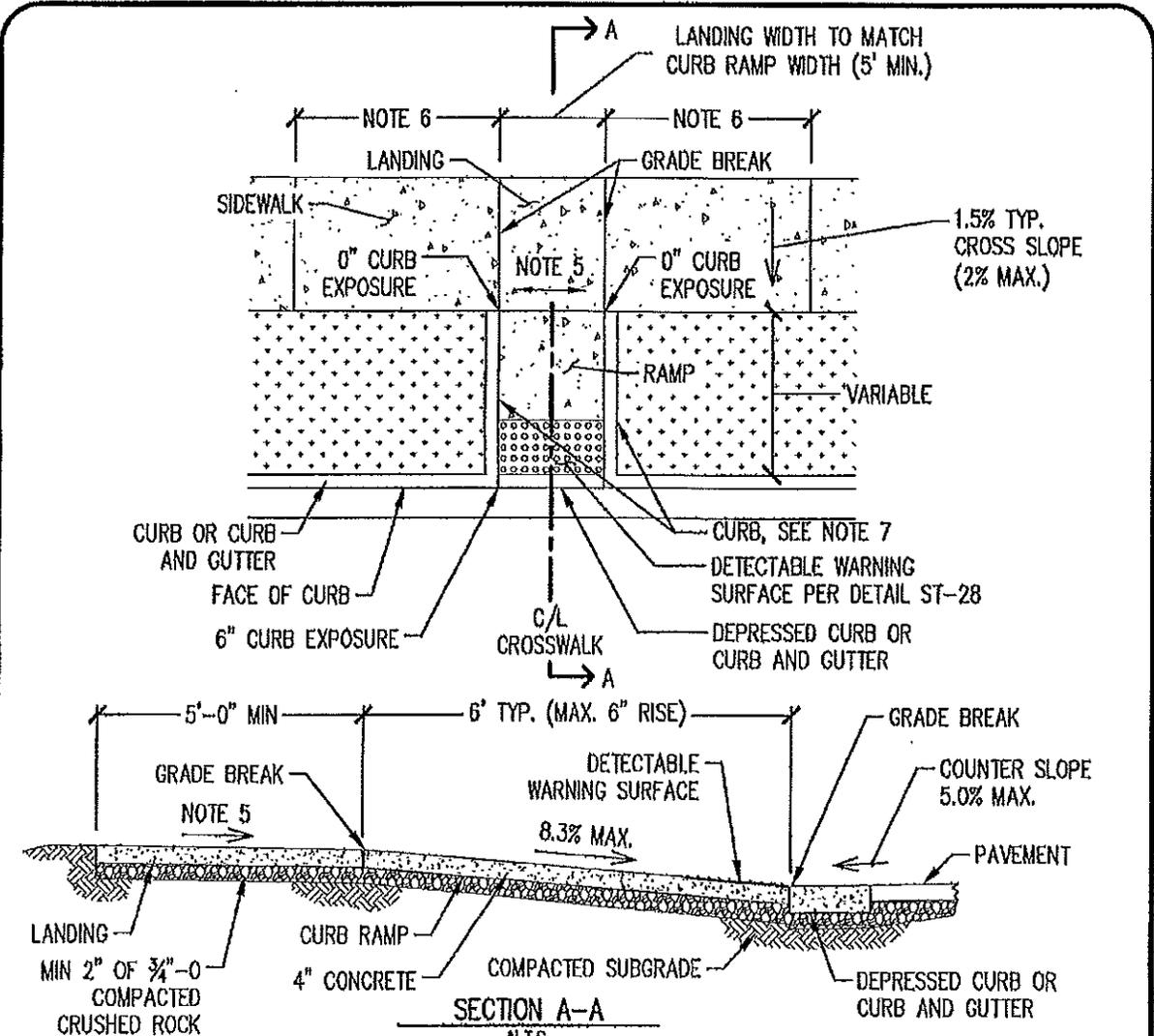
CURB RAMP - PARALLEL TYPE B

DRAWN: G.H.B.

DATE: 03-22-17

APPROVED: W.I.P.

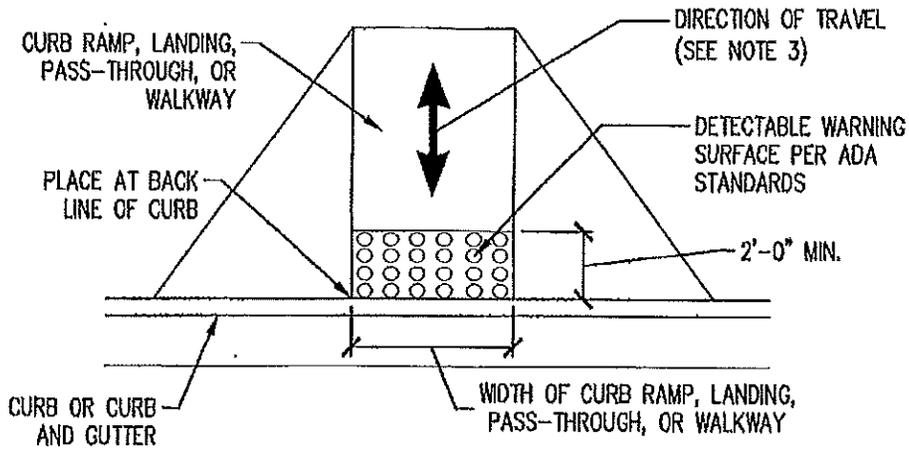
NUMBER: ST-22E



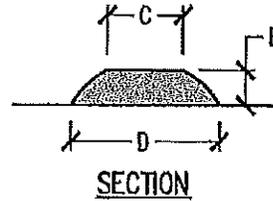
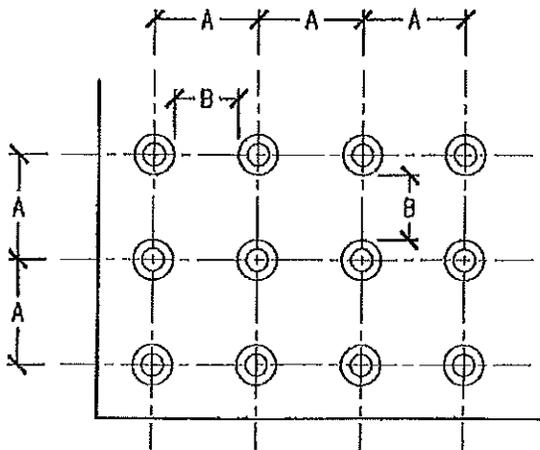
- NOTES:**
1. CONCRETE SHALL BE 3300 PSI AT 28 DAYS.
  2. WHERE "GRADE BREAK" IS CALLED OUT, THE ENTIRE LENGTH OF THE GRADE BREAK BETWEEN THE TWO ADJACENT SURFACE PLANES SHALL BE FLUSH.
  3. DO NOT PLACE GRATES, JUNCTION BOXES, ACCESS COVERS, OR OTHER APPURTENANCES IN FRONT OF THE CURB RAMP OR ON ANY PART OF THE CURB RAMP OR LANDING.
  4. BROOM FINISH CURB RAMP, LANDING, AND FLARES.
  5. LANDINGS SHALL HAVE A MAXIMUM SLOPE OF 2.0% IN ANY DIRECTION.
  6. TRANSITION LENGTHS ARE VARIABLE AND BASED ON STREET GRADES - 8.3% MAX. SLOPE OR 15' MAX. LENGTH.
  7. CONSTRUCT CURB WHERE REQUIRED TO RETAIN SOIL. 6" NOMINAL CURB EXPOSURE, MAY BE MONOLITHICALLY POURED. LANDSCAPE BLOCKS MAY BE USED IN PLACE OF CURB WHEN APPROVED BY PUBLIC WORKS DEPT.



DEPARTMENT OF PUBLIC WORKS	
<i>CURB RAMP - PERPENDICULAR</i>	
DRAWN: G.H.B.	DATE: 03-22-17
APPROVED: W.I.P.	NUMBER: ST-22F



**DETECTABLE WARNING SURFACE DETAIL**



**SECTION**

	MIN	MAX
A	1.60"	2.40"
B	0.60"	0.60"
C	0.45"	0.90"
D	0.90"	1.40"
E	0.20"	0.20"

**TRUNCATED DOMES DETAILS**

**NOTES:**

1. THE DETECTABLE WARNING SURFACE (DWS) SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP (EXCLUSIVE OF FLARES) OR THE LANDING.
2. THE EDGE OF THE DWS, SHALL BE PLACED ALONG THE BACK OF THE CURB LINE.
3. THE ROWS OF TRUNCATED DOMES IN A DWS SHALL BE ALIGNED WITH THE DIRECTION OF TRAVEL.
4. PLACE TRUNCATED DOME DETECTABLE WARNING TEXTURE IN THE LOWER 2' OF THROAT OF RAMP ONLY BEHIND CURB. ARRANGE DOMES USING IN-LINE PATTERN AS SHOWN. COLOR OF TEXTURE TO BE RED.
5. TRUNCATED DOMES SHALL BE EITHER ARMOR-TILE, CERAMIC STYLE, OR APPROVED EQUAL.



**CITY OF KEIZER**

DEPARTMENT OF PUBLIC WORKS

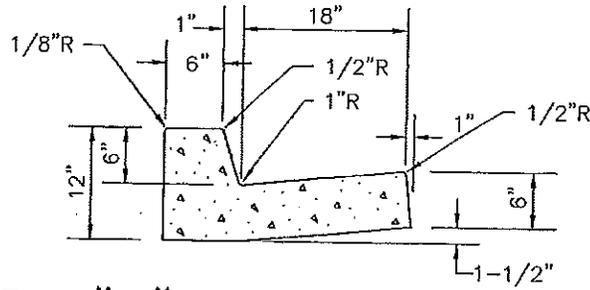
DETECTABLE WARNING SURFACES

DRAWN: G.H.B.

DATE: 12-21-16

APPROVED: W.I.P.

NUMBER: ST-28

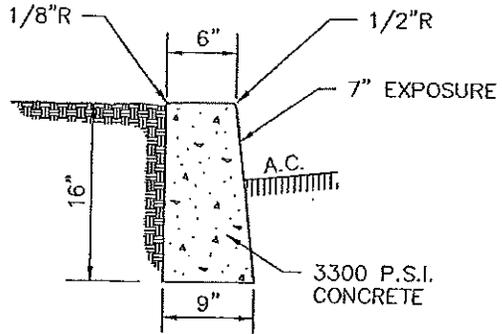


**TYPE "A" CURB & GUTTER**

-N.T.S.-

**NOTES:**

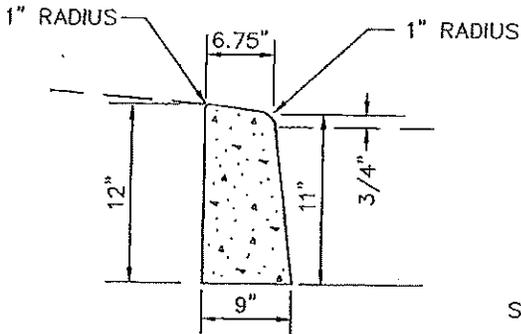
1. CURBS & GUTTERS SHOWN MAY BE USED WITH EITHER A.C. OR P.C.C. PAVEMENTS.
2. TRANSITIONS FROM ONE TYPE CURB TO ANOTHER WILL BE DETAILED ON PROJECT PLANS AS NECESSARY.
3. "TEE-BAR" CONTRACTION JOINT TO BE INSTALLED EVERY 15' OF CURB.
4. 3300 P.S.I. CONCRETE TO BE USED FOR ALL CURBS.
5. CURB TO BE TYPE "A" CURB & GUTTER UNLESS TYPE "C" APPROVED BY CITY OF KEIZER PUBLIC WORKS DEPT.



\*TRAFFIC ISLANDS & SPECIAL DESIGN SITUATIONS ONLY.

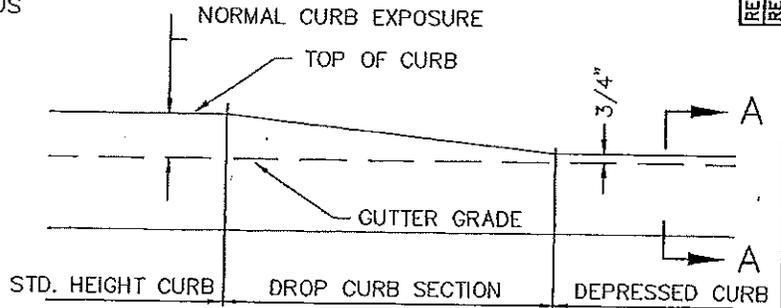
**TYPE "C" CURB**

-N.T.S.-



**SECTION A-A**

-N.T.S.-



60" MINIMUM FOR CURB LINE SIDEWALK.  
36" MINIMUM, 48" MAXIMUM FOR PROPERTY LINE SIDEWALK

**TYPICAL DRIVEWAY TRANSITION**

-N.T.S.-

REVISED 1/20/00 S.W.P.  
REVISED 5/28/99 S.W.P.



**CITY OF KEIZER**

DEPARTMENT OF PUBLIC WORKS

**CURB & CURB/GUTTER SECTIONS**

DRAWN: T.A.K.

DATE: 04-04-95

APPROVED: W.I.P.

NUMBER: ST-20

## EXHIBIT "B"

BID SHEET					
PROJECT: 2019 ADA RAMP UPGRADES –MENLO AND RIVERCREST/MANBRIN AND RIVERCREST					
OWNER: CITY OF KEIZER					
ITEM	DESCRIPTION			UNIT PRICE'	AMOUNT
1	Ramp #1 – Rivercrest and Menlo			2800	2800
2	Ramp #2 – Rivercrest and Manbrin			2800	2800
3	Ramp #3 – Rivercrest and Manbrin			2800	2800
4	Ramp #4 – Rivercrest and Manbrin			2800	2800
5	Ramp #5 – Rivercrest and Manbrin			2800	2800
6	Ramp #6 – Rivercrest and Manbrin			2800	2800
7	Ramp #7 – Rivercrest and Manbrin			2800	2800
8	Ramp #8 – Rivercrest and Manbrin			2800	2800
9	Ramp #9 – Rivercrest and Manbrin			2800	2800
<b>TOTAL BID</b>					25,200
				TWENTY FIVE THOUSAND, TWO HUNDRED	

Company Name: SALEM CONCRETE PAVING INC.  
Company Address: 7355 22<sup>ND</sup> AVE N.  
SALEM OR 97303  
Company Phone #: 503-463-8317  
Company Fax #: 503-393-9488

Contact Name: BRAD SWINFORD  
Email Address: BRAD@SCPORLAND.COM

  
Signature

BRAD SWINFORD  
Printed Name



**MINUTES**  
**KEIZER CITY COUNCIL WORK SESSION**  
**Monday, February 25, 2019**  
**Keizer Civic Center, Council Chambers**  
**Keizer, Oregon**

**CALL TO ORDER**

Mayor Clark called the meeting to order at 5:45 pm. Roll call was taken as follows:

**Present:**

Cathy Clark, Mayor  
Kim Freeman, Councilor  
Marlene Parsons, Councilor  
Laura Reid, Councilor  
Roland Herrera, Councilor  
Elizabeth Smith, Councilor  
Dan Kohler, Councilor

**Staff:**

Chris Eppley, City Manager  
Shannon Johnson, City Attorney  
Bill Lawyer, Public Works Director  
Tim Wood, Finance Director  
Tracy Davis, City Recorder

**DISCUSSION**

City Manager Chris Eppley explained that every two years Council reviews their goals. He noted that several goals are on-going so will never actually be complete but having them on the list keeps Council on track. He added that Council did a good job of accomplishing the funding for police and parks and this has been a big lift for both staff and Council; there has been very little negative feedback about the fees. He praised Tim Wood and Bill Lawyer for putting the tracking functions in place and for understanding the importance of living up to commitments.

**a. Possible  
Charter  
Amendment**

Mayor Clark noted that the City Charter had not been updated since 1993 and suggested that a committee be formed to review and revise it as needed. She noted that a popular vote is required to change the charter and that perhaps it could be put on the May 2020 or November 2020 ballot. City Attorney Shannon Johnson added that the League of Oregon Cities just modified their model charter and it might be a good tool to assist in this undertaking.

**a. 2019-2020 Goal  
Setting Session**

Discussion regarding various goals took place and the following were decided upon:

**SHORT TERM GOALS**

**Charter Review**

- Create Charter Review Committee
- Revise Section 44 of the Charter
- Overall Updates to Charter
- May 2020 Ballot – Fall back date of November 2020

**Urban Growth Boundary**

- o Completion of Studies and Recommendations
- o Continue Community Engagement

**Community Outreach**

- o Community Makeup – demographics and diversity
- o Scorecard of the changes made and their effectiveness
- o Recruitment and training for volunteers
- o Youth engagement

**Begin Parks Master Plan Update**

- o Engage youth sports groups in process

**Youth Councilor Program**

- o Increase recruitment – private and home school
- o Revisit experience – what do they want out of the experience

**City Staffing and Levels of Service**

- o Current Services
- o Demand for Services
- o Unfunded Mandates/Available Funding
- o Staff Diversity

**LONG TERM GOALS**

**City Staffing/Level of Service**

- o Strategic Plan

**Urban Growth Boundary**

- o Determine Direction after Short Term Studies

**Transportation Systems Plan Update**

**Complete Parks Master Plan Update**

**ADJOURNMENT**

Mayor Clark adjourned the meeting at 7:43 p.m.

MAYOR:

APPROVED:

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Cathy Clark

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Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

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Councilor #1 – Laura Reid

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Councilor #4 – Roland Herrera

---

Councilor #2 – Kim Freeman

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Councilor #5 – Elizabeth Smith

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Councilor #3 – Marlene Parsons

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Councilor #6 – Dan Kohler

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



**MINUTES**  
**KEIZER CITY COUNCIL**  
**Monday, March 4, 2019**  
**Keizer Civic Center, Council Chambers**  
**Keizer, Oregon**

**CALL TO ORDER**

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

**Present:**

Cathy Clark, Mayor  
Kim Freeman, Councilor  
Laura Reid, Councilor  
Roland Herrera, Councilor  
Elizabeth Smith, Councilor  
Dan Kohler, Councilor  
Anne Farris, Youth Councilor

**Staff:**

Chris Eppley, City Manager  
John Teague, Police Chief  
Tim Wood, Finance Director  
Tracy Davis, City Recorder

**Absent:**

Marlene Parsons, Councilor

**FLAG SALUTE**

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS  
OF BUSINESS**

**a. Career**

**Technical  
Education  
Center Student  
Spotlight**

*Anthony Garcia*, Keizer, C-TEC and McNary Student, explained that he is in the 2-year Cosmetology Program at C-TEC and is learning to be a barber. He explained what he is learning and praised the program.

*Hilda Simpson*, C-TEC teacher, noted that there is a 98% graduation rate at the school and that oftentimes the difference between someone graduating or not is a C-TEC course. She praised Mr. Garcia for his professionalism and dedication.

**b. Greater Gubser  
Neighborhood  
Association  
Report**

City Manager Chris Eppley read his staff report.

*Patti Tischer*, President of the Greater Gubser Neighborhood Association, distributed the 2018 Annual Report, shared information regarding planned events and requested recognition from Council. Councilor Reid suggested that Keizer United be approached as a possible candy cane donor for the Gubser light display in December.

Councilor Freeman moved that the Keizer City Council accept the report of the Greater Gubser Neighborhood Association and extend recognition for another year. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Freeman, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

## COMMITTEE REPORTS

None

## PUBLIC TESTIMONY

*Charles Anderson*, Keizer, complained about the excessive parking and related disruptive noise caused by students parking on Newberg Drive and Max Court. He questioned the status of the School District acquisition of the St. Edwards Church property. City Manager Chris Eppley explained that he is on the Administrative Council of St. Edwards and that they have settled on a price for the property so will be moving forward. The school is planning to redesign the traffic flow and add a significant amount of parking. Hopefully these two things will solve most of Mr. Anderson's complaints. He added that he has talked to the principal of McNary and will continue to urge closure of Newberg gate.

*Hersch Sangster*, *Mary Ann Sangster* and *Todd Beal*, Keizer, shared information about the upcoming Monster Cookie Ride on April 28 and how the proceeds benefit the community and invited everyone to participate.

*Paula Guiles*, Keizer Community Library, thanked Council for their continued support, reported that the book sale raised \$2,000 this year, and shared stories about library patrons and information about the library and new programs.

## PUBLIC HEARING

### a. 2019 Liquor License Renewals

City Manager Chris Eppley summarized his staff report. Establishments renewing their liquor licenses are:

- 7-Eleven Store #2362-17727G(south)
- 7-Eleven Store #2362-17762C(north)
- Abby's Pizza
- AJ's Hideaway Bar and Grill
- All Stars Sports Grill
- B&S Market
- Bi Mart #624
- Café Yum
- Casamigo's Mexican Restaurant
- Chen's Dynasty
- Cherry Ave Market and Deli
- Cherry's Nagani
- Chipotle Mexican Grill
- Coopers Deli & Pub
- Cost Plus World Market
- Delaney Madison Grill
- El Patron
- Elks Lodge #2472
- Good Times 1
- Growl Movement
- Gustav's Bargarten Keizer
- Mario's Bar
- Mariscos La Sirenita
- McNary Restaurant
- Mommy and Maddi's
- Nancy's Burgers and Fries
- Neighborhood Market #7
- Neighborhood Mini Mart
- Ocean Sushi & Teriyaki
- Odd Moe's Pizza
- Outback Steak House
- Pats 1 Cigs
- Pho Keizer
- Plaza Morelia
- Red Ginger Restaurant
- Ringo's Tavern
- Rite Aid #5364
- Round Table Pizza #964
- Royal Pub
- Safeway Store #1516
- Shari's of Keizer
- Smoker Friendly #2

- Gyro Stop
- JC's Pizzeria
- John's Chinese Restaurant
- Keizer Food Market
- Keizer Liquor Store
- Keizer Mart
- Keizer Shell Food Mart
- Keizer Sub Shop
- Kolby's Restaurant Bar & Billiards
- La Hacienda Real
- Los Dos Hermanos
- Love of the Game
- Smoker Friendly #3
- Sweet Home Thai Cuisine
- Target Store #2110
- Tequila Nights Bar and Grill
- Teriyaki Town and Sushi
- Thai Lotus
- That Food Guy
- The Pour House Saloon
- Town and Country Lanes Inc
- US Market #125
- Walgreens #04230
- Waremart by Winco

*Mayor Clark opened the Public Hearing. Hearing no testimony, Mayor Clark closed the Public Hearing.*

Councilor Freeman moved that the Keizer City Council recommend renewal of the listed establishments and forward this recommendation to the Oregon Liquor Control Commission. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Freeman, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

**b. RESOLUTION – Exemption of the Brand Name Specification Purchase of Goods From Competitive Bidding and Purchasing Brand Name Specification Materials From Springbrook Holding Co. LLC**

*Mayor Clark opened the public hearing.*

Finance Director Tim Wood summarized his staff report.

*With no further testimony, Mayor Clark closed the public hearing.*

Councilor Freeman moved that the Keizer City Council adopt a Resolution - Exemption of the Brand Name Specification Purchase of Goods From Competitive Bidding and Purchasing Brand Name Specification Materials From Springbrook Holding Co. LLC. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Freeman, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

**ADMINISTRATIVE ACTION**

None

**CONSENT CALENDAR**

- a. RESOLUTION – Authorizing The City Manager to Enter Into Community Center Use Agreement and Addendum with Lakepoint Community Church
- b. Approval of February 11, 2019 Work Session Minutes
- c. Approval of February 19, 2019 Regular Session Minutes

Councilor Freeman moved for approval of the Consent Calendar.  
Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Freeman, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

## **COUNCIL LIAISON REPORTS**

Councilor Herrera reported on his ongoing work at Kennedy Elementary School and on various meetings and events and announced upcoming ones.

Councilor Smith reported on the Audit Committee meeting and a meeting with the Siletz Indian tribe and announced upcoming meetings and events.

Councilor Freeman reported on meetings she had attended and announced upcoming meetings and events.

Councilor Reid shared details about her experience in the Police Citizen Academy, reported on various meetings and events she had attended and announced future ones.

Councilor Kohler reviewed meetings and events he had attended and announced those coming up.

Mayor Clark reported on several meetings and events she had attended sharing details about each and announced those yet to come.

Youth Councilor Anne Farris reported on events taking place at McNary and urged everyone to come support the McNary Theater.

## **OTHER BUSINESS**

Tim Wood reminded everyone of the upcoming Long Range Planning Task Force meeting.

Chief Teague announced openings and reported that the Police Department was awarded accreditation in January.

## **WRITTEN COMMUNICATIONS**

Mayor Clark read a thank you note from League of Oregon Cities.

## **AGENDA INPUT**

**March 11, 2019, 5:45 p.m.** – Long Range Planning Task Force Meeting

**March 18, 2019, 7:00 p.m.** – City Council Meeting

**April 1, 2019, 7:00 p.m.** – City Council Meeting

**April 8, 2019, 5:45 p.m.** – City Council Work Session

## **ADJOURNMENT**

Mayor Clark adjourned the meeting at 8:33 p.m.

MAYOR:

APPROVED:

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Cathy Clark

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Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

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Councilor #1 – Laura Reid

---

Councilor #4 – Roland Herrera

---

Councilor #2 – Kim Freeman

---

Councilor #5 – Elizabeth Smith

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~ Absent ~

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Councilor #3 – Marlene Parsons

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Councilor #6 – Dan Kohler

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



**MINUTES**  
**KEIZER CITY COUNCIL**  
**Monday, March 18, 2019**  
**Keizer Civic Center, Council Chambers**  
**Keizer, Oregon**

**CALL TO ORDER**

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

**Present:**

Cathy Clark, Mayor  
Kim Freeman, Councilor  
Marlene Parsons, Councilor  
Laura Reid, Councilor  
Roland Herrera, Councilor  
Elizabeth Smith, Councilor  
Dan Kohler, Councilor  
Anne Farris, Youth Councilor

**Staff:**

Chris Eppley, City Manager  
Nate Brown, Community Development  
Bill Lawyer, Public Works Director  
John Teague, Police Chief  
Tim Wood, Finance Director  
Tracy Davis, City Recorder

**FLAG SALUTE**

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS  
OF BUSINESS**

**a. Southeast  
Keizer  
Neighborhood  
Association  
Annual Report**

*Ken Gierloff*, Keizer, President of the Southeast Keizer Neighborhood Association, gave the annual report and provided additional information regarding issues that the association had helped to mitigate and those that they were anticipating to work on with community development, public works and code enforcement.

Councilor Freeman moved that the Keizer City Council accept the Annual Report of Southeast Keizer Neighborhood Association and extend recognition for another year. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**COMMITTEE  
REPORTS**

*Jeffrey Watson*, Keizer, gave the monthly Planning Commission report noting that the Commission held a public hearing on a text amendment to the Urban Transition Zone. Because the City Attorney was absent, the hearing was left open until the next meeting in April.

*Matt Lawyer*, Keizer, reported on the recent Parks Advisory Board meeting noting that they had received an update from Peggy and Jerry

Moore on the community garden, reviewed conditions at area parks and discussed adjusting the matching grant process to make it easier for youth to do volunteer projects.

Mr. Lawyer also reported that the Claggett Creek Watershed Council had received the “Board Chair Choice” award from the Council of Governments. The 9<sup>th</sup> annual cleanup of the Civic Center was held on Saturday with 138 volunteers participating and 20 yards of debris cleaned up and the second annual ‘Soggy Day in the Park’ event is next.

In closing, Mr. Lawyer thanked Chief Teague for the Citizens Police Academy noting that was an eye opening opportunity.

## **PUBLIC TESTIMONY**

*Danielle Bethel*, Executive Director of the Keizer Chamber of Commerce, reported that the Chamber had successfully moved its offices back to River Road which has increased services to various community organizations. She distributed a letter and reviewed its contents, and explained that the funds that the Chamber received from the City last year were used primarily to cover the costs of the move and offset personnel costs for the part-time marketing person.

*Jonathan Thompson*, Chamber President, shared information about a Chamber program called ‘Cooks Night Off’ which highlights Keizer restaurants noting that this requires staff time as well and it is hoped it can continue in the coming year.

## **PUBLIC HEARING**

### **a. RESOLUTION – Forming Sterling Meadow Street Lighting Local Improvement District**

*Mayor Clark opened the Public Hearing.*

City Manager Chris Eppley read his staff report.

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

Councilor Freeman moved that the Keizer City Council adopt a Resolution Forming Sterling Meadow Street Lighting Local Improvement District. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

### **ORDINANCE – Spreading Assessments to Sterling Meadow Street Lighting Local Improvement District**

Councilor Freeman moved that the Keizer City Council adopt a Bill for An Ordinance Spreading Assessments to Sterling Meadow Street Lighting Local Improvement District. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

## ADMINISTRATIVE ACTION

None

## CONSENT CALENDAR

- a. RESOLUTION – Exemption of the Brand Name Specification Purchase of Goods From Competitive Bidding and Purchasing Brand Name Specification Materials From Springbrook Holding Co. LLC – Repealing R2019-2957

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

AYES: Clark, Parsons, Reid, Freeman, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

## COUNCIL LIAISON REPORTS

Councilor Herrera thanked Officer Zavala and Garrett VanCleave for participating in the Kennedy Academy of Leadership and Erik Howell for being a caring member of the community. He reported on various meetings and events and announced upcoming ones.

Councilor Parsons thanked staff for preparing Council for the budget process in May, commended new businesses opening in Keizer, and urged everyone to donate to the Latino scholarship program.

Councilor Smith praised the Union Gospel Mission for their efforts, thanked area businesses who donate to the less fortunate, and announced upcoming Iris Festival events.

Councilor Freeman reported on various meetings and events and urged everyone to watch for children out and about during spring break.

Councilor Reid reported on events and meetings she had attended, announced upcoming ones and urged citizens to volunteer for the McNary track meets.

Councilor Kohler reported on meetings and events he had attended and announced upcoming events and meetings.

Youth Councilor Anne Farris announced upcoming McNary events and urged interested parties to volunteer for the McNary Mentor program.

Mayor Clark reported on various events and meetings she had attended and announced upcoming ones.

## OTHER BUSINESS

City Manager Chris Eppley asked Council to consider a matter from Community Development Director Nate Brown. Mr. Brown summarized his staff report.

Councilor Freeman moved that the Keizer City Council suspend the rules to take up this issue. Councilor Herrera seconded. Motion passed unanimously as follows:

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

Councilor Freeman moved that the Keizer City Council adopt a Resolution Authorizing the Community Development Director to Apply for State Transportation Program Funding for Design of McNary Estates Drive/River Road/Manzanita Street Intersection Realignment from Salem Keizer Area Transportation Study. Councilor Herrera seconded. Motion passed unanimously as follows:

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

City Recorder Tracy Davis apologized to the cleanup volunteers who had to deal with the parking lot confusion on Saturday noting that it would not happen again.

Chief Teague noted that in the last few years a less respectful crowd has been using Carlson Skate Park. He noted that this a project that the City is working on and he invited the good folks to come back.

Public Works Director Bill Lawyer reported that work on the ADA ramps on River Road would be starting soon; sidewalks will remain accessible at all times. Also the new bathrooms at Keizer Rapids Park will be open tomorrow.

Nat Brown announced the Buildable Lands Inventory/Housing Needs Analysis Project Advisory Committee meeting on Monday.

## **WRITTEN COMMUNICATIONS**

Mayor Clark read a thank you letter from Garten regarding recycling.

## **AGENDA INPUT**

**April 1, 2019, 7:00 p.m.** – City Council Meeting

**April 8, 2019, 5:45 p.m.** – City Council Work Session

**April 15, 2019, 7:00 p.m.** – City Council Meeting

**May 6, 2019, 7:00 p.m.** – City Council Meeting

## **ADJOURNMENT**

Mayor Clark adjourned the meeting at 8:30 p.m.

MAYOR:

APPROVED:

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Cathy Clark

---

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

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Councilor #1 – Laura Reid

---

Councilor #4 – Roland Herrera

---

Councilor #2 – Kim Freeman

---

Councilor #5 – Elizabeth Smith

---

Councilor #3 – Marlene Parsons

---

Councilor #6 – Dan Kohler

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