

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, May 6, 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. Career Technical Education Center Student Spotlight – Video Game and Animation Design Program Student Linda Llanos
5. **COMMITTEE REPORTS**
6. **PUBLIC TESTIMONY**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.
7. **PUBLIC HEARINGS**
 - a. Bai Bua Thai Kitchen Liquor License Application
 - b. **RESOLUTION** – Exemption of Professional Services Agreement for Carving of Keizer Cultural History Pole From Competitive Bidding and Awarding Agreement to Oregon 3D Art and Chainsaw Sculptures LLC
 - c. Minor Amendment to Keizer Station Area A Master Plan
8. **ADMINISTRATIVE ACTION**
 - a. **RESOLUTION** – Supporting Establishment of Continuum of Care for Mid-Willamette Region
 - b. **RESOLUTION** – Supporting PERS Long Term Liability Relief for Public Services

- c. Charter Review Committee or Task Force
- d. Municipal Judge Report – Councilor Check In

9. **CONSENT CALENDAR**

- a. **RESOLUTION** – Authorizing the City Manager to Award and Enter Into an Agreement with R&R General Contractors Inc for Lockhaven Drive NE – 14th Avenue NE Improvements
- b. Approval of April 15, 2019 Regular Session Minutes
- c. Approval of April 22, 2019 Work 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**

May 13, 2019

6:00 p.m. – City Council Work Session

- Cost of Growth Summary

May 20, 2019

7:00 p.m. – City Council Meeting

June 3, 2019

7:00 p.m. – City Council Meeting

14. **ADJOURNMENT**

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

CITY COUNCIL MEETING: May 6, 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 Linda Llanos who is in the CTEC Video Game and Animation Design Program. One of Linda's teacher submitted the following testimonial:

"Linda is responsible, determined, a great self-manager and advocate, and strives towards meeting her goals every day."

CITY COUNCIL MEETING: May 6, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

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

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

SUBJECT: BAI BUA THAI KITCHEN – NEW LIQUOR LICENSE APPLICATION

BACKGROUND:

On April 3, 2019 the City received an application for a new liquor license for Bai Bua Thai Kitchen, located 5133 River Road N, Keizer, Oregon (former Quiznos location). The application is for Limited On-Premises license. As required by Keizer Ordinance a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment. The Keizer Police Department reports a clear background check on the applicant and has no reason to recommend denial of the application. In addition, the Keizer Community Development Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

RECOMMENDATION:

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



LIQUOR LICENSE APPLICATION

3. Applicant #1 <i>Vichuda Stine</i>	Applicant #2 <i>Bai Bua Thai Kitchen, LLC</i>
Applicant #3	Applicant #4

4. Trade Name of the Business (Name Customers Will See)
Bai Bua Thai kitchen

5. Business Address (Number and Street Address of the Location that will have the liquor license)
5133 River Rd N

City <i>keizer</i>	County <i>Marion</i>	Zip Code <i>97303</i>
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6. Does the business address currently have an OLCC liquor license? YES NO

7. Does the business address currently have an OLCC marijuana license? YES NO

8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail)
5133 River Rd. N

City <i>keizer</i>	State <i>OR</i>	Zip Code <i>97303</i>
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9. Phone Number of the Business Location
N/A not apply yet but My cell is (503) 569 2259

10. Contact Person for this Application <i>Vichuda Stine</i>	Phone Number <i>(503) 569 2259</i>
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Mailing Address <i>5133 River Rd N</i>	City <i>keizer</i>	State <i>OR</i>	Zip Code <i>97303</i>
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I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

vichy baibua@gmail.com

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

[Signature]

(Applicant #1)

[Signature]

(Applicant #2)

(Applicant #3)

(Applicant #4)



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Viehuola Stine Phone: (503) 569 2259

Trade Name (dba): Bai Bua Thai Kitchen

Business Location Address: 5133 River RD N

City: Keizer ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	<u>12 PM</u> to <u>9 PM</u>
Monday	<u>11 AM</u> to <u>9 PM</u>
Tuesday	<u>11 AM</u> to <u>9 PM</u>
Wednesday	<u>11 AM</u> to <u>9 PM</u>
Thursday	<u>11 AM</u> to <u>9 PM</u>
Friday	<u>11 AM</u> to <u>11 PM</u>
Saturday	<u>12 PM</u> to <u>9 PM</u>

Outdoor Area Hours:

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

The outdoor area is used for: PIA

Food service Hours: _____ to _____

Alcohol service Hours: _____ to _____

Enclosed, how _____

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

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

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

DAYS & HOURS OF LIVE OR DJ MUSIC

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

SEATING COUNT

Restaurant: 32 ✓ Outdoor: _____

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: 32

OLCC USE ONLY	
Investigator Verified Seating:	<u>32</u> (Y) _____ (N)
Investigator Initials:	<u>MLH</u>
Date:	<u>4/11/19</u>

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

Applicant Signature: [Signature] Date: 3/22/19

1-800-452-OLCC (6522)

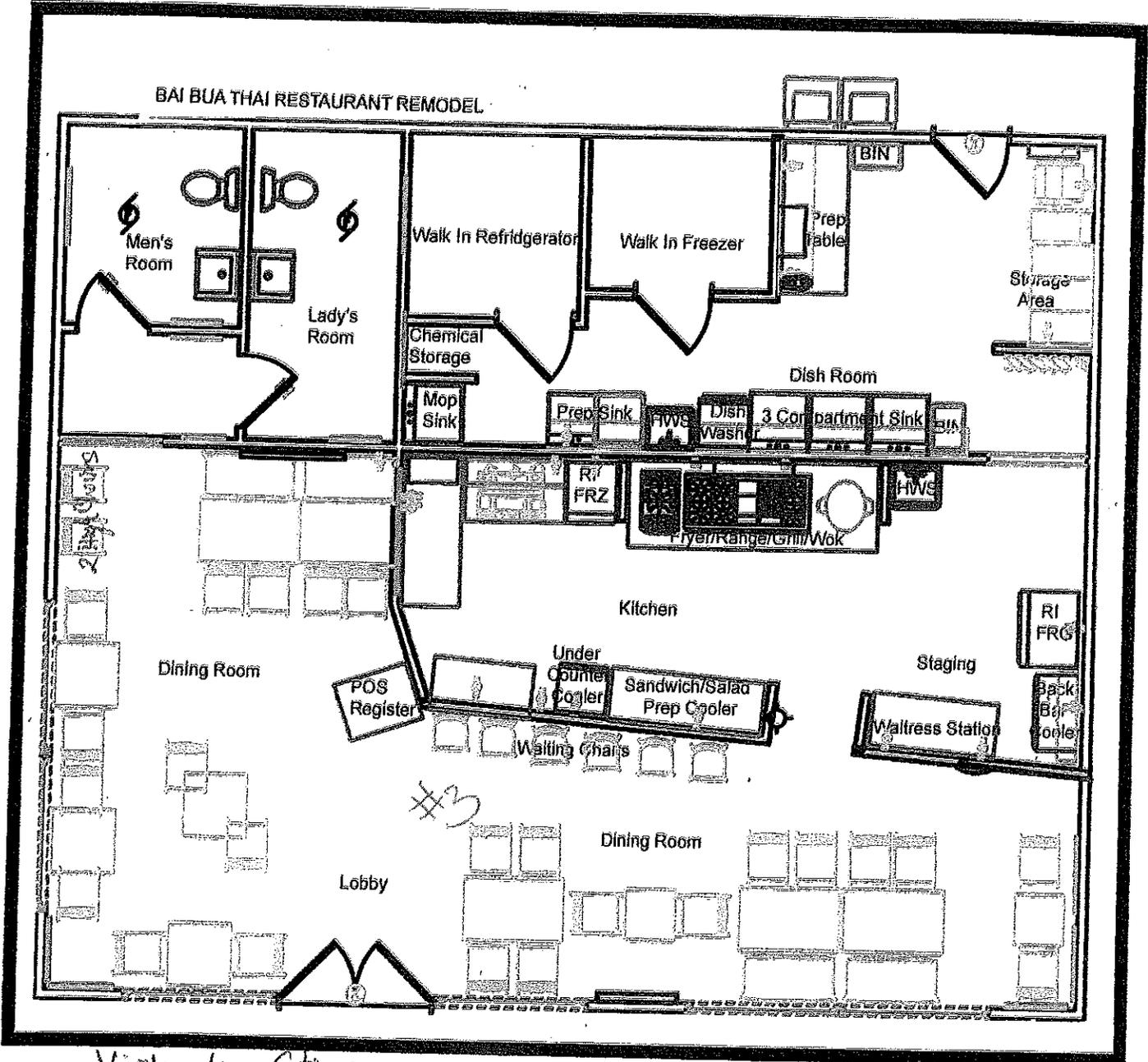
www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

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



Vichuda Stine

Applicant Name

Bai Bua Thai kitchen LLC

Trade Name (dba):

Keizer 97303

City and ZIP Code

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

#3 entire premises

Date: 3/4/19 Initials: mt

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 09/12)

CITY COUNCIL MEETING: May 6, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: EXEMPTION OF AGREEMENT FOR CARVING OF KEIZER CULTURAL HISTORY POLE

This matter is before the Council tonight for public hearing pursuant to Ordinance No. 2005-519. Staff is recommending that the City Council as local contract review board for the City exempt an agreement with Oregon 3D Art and Chainsaw Sculptures LLC from competition.

The Keizer Cultural History Pole project has been proposed since 2017. The Keizer Chamber Foundation has been awarded a grant in the amount of \$5,000 and is funding another \$5,000 to allow the carving of one cultural history pole. The proposed contract of \$10,000 already falls within an established exemption from the formal bidding requirements.

In an attempt to get the best price and design, the Keizer Public Arts Commission submitted a Request for Proposal (RFP) on August 17, 2018. That RFP resulted in receiving one proposal that was rejected because it was not in substantial compliance with the solicitation documents. The Keizer Public Arts Commission submitted a second RFP on February 1, 2019. That RFP did not receive any responses. Because the RFP process failed to identify a qualified artist within the budgeted amount, the Keizer Public Arts Commission performed an inquiry of Oregon 3D Art and Chainsaw Sculptures LLC to see if they would consider performing the services within the budgeted amount.

Oregon 3D Art and Chainsaw Sculptures LLC indicated that it would consider the proposal and by exempting the agreement from competitive bidding and directly awarding the agreement to Oregon 3D Art and Chainsaw Sculptures LLC will avoid further delays and the additional expense of re-bidding the project.

In order to enter into the agreement included with the attached Resolution, the Council as the local contract review board for the City of Keizer must adopt findings and exemption of the project from the competitive bidding process pursuant to Ordinance No. 2005-519.

RECOMMENDATION:

Open the public hearing and take testimony. Close the public hearing and if you have no further questions, adopt the attached Resolution.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

EXEMPTION OF PROFESSIONAL SERVICES AGREEMENT
FOR CARVING OF KEIZER CULTURAL HISTORY POLE
FROM COMPETITIVE BIDDING AND AWARDED
AGREEMENT TO OREGON 3D ART AND CHAINSAW
SCULPTURES LLC

WHEREAS, as local contract review board for the City of Keizer, the City Council desires to exempt from competition and award an agreement to Oregon 3D Art and Chainsaw Sculptures LLC;

WHEREAS, notice of public hearing on the proposed exemption of the Professional Services Agreement was published as required by Ordinance No. 2005-519;

WHEREAS, a public hearing was held to take comments on the findings for an exemption of the Professional Services Agreement for the carving of Keizer Cultural History Pole;

NOW, THEREFORE,

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

1. The nature of the contract for which special exemption is requested is the awarding of the Professional Services Agreement for the carving of Keizer Cultural History Pole to Oregon 3D Art and Chainsaw Sculptures LLC.

1 2. The Keizer Cultural History Pole project has been proposed since 2017.
2 The Keizer Chamber Foundation has been awarded a grant in the amount of \$5,000.00
3 and is willing to fund another \$5,000.00 to allow the carving of one pole. The proposed
4 contract is in the amount of \$10,000.00 and falls within an already established
5 exemption from the formal bidding requirements. The amount of this agreement can
6 be awarded without using a formal bidding process. The Keizer Public Arts
7 Commission has submitted two Requests for Proposals (RFP) and received one
8 proposal on the project in response to the first RFP. That proposal was rejected because
9 it was not in substantial compliance with the solicitation documents. No responses
10 were timely in response to the second RFP. The RFP process failed to identify a
11 qualified artist within the budgeted amount.

12 3. In response to a preliminary inquiry from the City, Oregon 3D Art and
13 Chainsaw Sculptures LLC indicated it would consider a proposal from the City to enter
14 into the Professional Services Agreement for \$10,000.00. Exempting the Professional
15 Services Agreement from competitive bidding will avoid further delays and the
16 additional expense of re-bidding.

17 ///

18 ///

19 ///

20

1 4. It is unlikely that exemption the Professional Services Agreement for
2 carving of Keizer Cultural History Pole to Oregon 3D Art and Chainsaw Sculptures
3 LLC from the competitive bidding is unlikely to encourage favoritism in the awarding
4 of the bid or substantially diminish competition for public bidding, as two competitive
5 bidding attempts have already been made without any interest.

6 5. The proposal is to have this purchase be exempt from alternative
7 contracting methods and directly award the agreement to Oregon 3D Art and Chainsaw
8 Sculptures LLC.

9 6. It is necessary to enter into the Professional Services Agreement as soon
10 as possible to be able to use the grant funds within the grant timeline authorized. The
11 estimated date by which it would be necessary to let the agreement in this case is May
12 7, 2019 which allows approximately eight months to carve the Keizer Cultural History
13 Pole by December 31, 2019.

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

16 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
17 the awarding of the Professional Services Agreement for the carving of Keizer Cultural
18 History Pole to Oregon 3D Art and Chainsaw Sculptures LLC is exempt from
19 competitive bidding requirements based upon the findings set forth herein.

20

1 BE IT FURTHER RESOLVED that the City Manager of the City of Keizer is
2 authorized to enter into the attached Professional Services Agreement with Oregon 3D
3 Art and Chainsaw Sculptures LLC.

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

6 PASSED this _____ day of _____, 2019.

7

8 SIGNED this _____ day of _____, 2019.

9

10

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12

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14

15

Mayor

City Recorder

Professional Services Agreement

FOR ARTIST SERVICES FOR CARVING OF KEIZER CULTURAL HISTORY POLE LOCATED AT THE NORTH ENTRANCE OF THE KEIZER CIVIC CENTER

This agreement, is made by and between the City of Keizer, an Oregon municipal corporation (hereinafter referred to as the "City"), and Oregon 3D Art and Chainsaw Sculptures LLC, an Oregon Limited Liability Company (hereinafter referred to as "Artist") on April 30, 2019.

WHEREAS, the City has authorized the carving of a Keizer Cultural History Pole located at the north entrance of the Keizer Civic Center (hereinafter referred to as "History Pole");

WHEREAS, the funds have been allocated for the selection and carving of History Pole located at the North entrance of the Keizer Civic Center, 930 Chemawa Rd. NE;

WHEREAS, the Artist was selected by the Keizer Public Arts Commission (hereinafter referred to as "KPAC") and approved by the City through established procedures;

WHEREAS, the Artist is able and desirous of performing such services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES. The Artist agrees to design and carve one History Pole in accordance with the attached (Exhibit A) and the following specifications:
 - a. The finished Cultural History Pole shall reasonably match the design set forth in Exhibit B attached. City may request minor refinement no later than two (2) weeks prior to Artist starting work.
 - b. Carve History Pole approximately 2' at the base and 20-25' tall that is sealed to reasonably resist severe weather, vandalism, and graffiti, however Artist does not guarantee against those hazards. Artist shall be responsible for all costs and expenses of the project including, but not limited to supplies, equipment, ground preparation and cleanup.
 - c. Install Cobra Rods to protect the core.
 - d. Install surface protectant and wood seal to the History Pole. (Note: Annual sealing available for additional charge.)
 - e. Provide bi-weekly updates on the progress of the project. The updates will be made through email to Nate Brown at BrownN@Keizer.org and Debbie Lockhart at LockhartD@Keizer.org.

2. CITY'S RESPONSIBILITIES. The City shall provide the following services:
 - a. Ensure swift and timely handling and payment of all invoiced work provided by the Artist pursuant to Section 5.

- b. Facilitate in any other fashion which is reasonable in order for the Artist to carry out the terms of the Agreement.
 - c. Handle all facets of fundraising and financial matters necessary for the project except as limited in Section 5.
3. PERFORMANCE OF SERVICES. The services of the Artist will begin upon receipt of written notice to proceed and shall proceed to completion.
4. TIME FOR PERFORMANCE. The work shall be completed on or before 12/31/19. Time is of the essence in this Agreement.
5. PAYMENT. Subject to payment by the Keizer Chamber Foundation as set forth below, the Artist shall receive total payment in the amount of Ten Thousand and no/100 Dollars (\$10,000.00) to be paid as follows:
- a. One-third upon execution of this Agreement
 - b. One-third midway through the construction
 - c. One-third upon completion and acceptance by the City

The total payment is the maximum the City and KCF shall pay for all aspects of the project and Artist shall be responsible for all costs and expenses pursuant to Section 1(b).

NOTE: Up to \$5,000 of the total payment will be paid directly to the Artist by Keizer Chamber Foundation (KCF) due to a grant received by KCF for such purpose. The grant requires KCF to pay the Artist directly. Artist shall look to KCF only for this payment and City is not responsible for this payment in any way.

6. OWNERSHIP OF WORK/COPYRIGHT
- a. Ownership. The History Pole created under this agreement shall be the property of the City.
 - b. Copyright. The Artist hereby releases all copyright, reproduction and resale rights of Art and transfers such rights to City. The Artist waives all photographic reproduction rights and other rights to work under all applicable laws, including but not limited to the Visual Artists Rights Act of 1990. City agrees that every reasonable attempt will be made to acknowledge the Artist's authorship of the work. Artist has the right to request that the work no longer be represented to be work of the Artist.
 - c. Marketing of Image. Artist agrees and understands that City may market and sell photographic and other images of the art and/or maquette with no additional compensation to be paid to Artist. Artist may use photographic images of Art for advertising or marketing purposes, but shall not sell such images.
 - d. Accessible to Public Viewing. City intends that the work will remain accessible to public viewing for as long as the City owns the History Pole. City retains the

right to transfer work from one City-owned site to another, as it deems necessary. City also retains the right to remove and/or destroy the History Pole as it deems necessary in its sole discretion.

7. **GUARANTEE.** The Artist does hereby guarantee that said work shall be free from any and all defects of any kind and nature in workmanship only, and the Artist shall provide the necessary materials and labor for, and shall bear any expenses in connection with repair of such defects of which the Artist is given written notice by the City within one year from the date of completion. The Artist will not be responsible for damage resulting from natural causes, fire, vandalism or acts of God.
8. **ORIGINAL WORK.** The Artist warrants that this work designed under this Agreement is a unique or original project of the Artist's creative efforts; that it is an edition of one, unless otherwise stated; and that it has not been nor will be accepted for sale or installed elsewhere.
9. **LIABILITY.** The Artist shall save and defend the City and its agents with respect to any damages which may be alleged to have arisen from any acts or omissions alleged to have been done during the term of this Agreement, and further waives any rights against the City of Keizer for any and all injuries or damages alleged to have arisen during the term of this Agreement.
10. **INSURANCE.** The Artist, at the Artist's sole cost and expense, shall obtain, furnish and maintain in full force and effect insurance in the amounts are set forth herein. The amounts are \$1,000,000 for property damage and \$1,000,000 per person for bodily injury and no less than \$2,000,000 for any number of claims arising out of a single accident or occurrence. You must also carry automobile liability insurance with a limit of liability of not less than \$1,000,000. Artist must make arrangements with the insurance carrier to provide a certificate and endorsement insuring the City of Keizer, it's officers, agents, contractors, and employees as an Additional Insured within ten (10) days of signing this Agreement and prior to any work being performed under the Agreement. Artist must keep the insurance policies effective throughout the entire term of the Agreement. Artist must also provide a copy of Artist's workers compensation insurance coverage in an amount required by state law, if applicable.
11. **COMPLIANCE WITH LAWS.** The Artist shall perform the project in a manner to comply with all state and federal requirements, including ADA, Civil Rights Act, EEO, and OSHA requirements. Artist shall also comply with all applicable laws, ordinances, and codes of the City of Keizer. If the project requires work in the traffic flow, Artist must comply with the current edition of the Manual on Uniform Traffic Control Devices

(MUTCD). Artist and any personnel must wear safety vests at all times and use safety cones as required.

12. **SUBCONTRACTING AND ASSIGNMENT.** If any part of the project is to be done through the use of subcontractors, the City must first approve the use of any subcontractor in writing. The Artist shall not assign this Agreement without the written consent of the City, which may be withheld in the City's sole discretion.
13. **CHANGES.** All changes to this Agreement shall require a written agreement signed by all parties prior to any change.
14. **TERMINATION.** In the event this Agreement is terminated by the City, through no fault of the Artist, the Artist is entitled to out-of-pocket expenditures associated with the Agreement up until the date of the termination notice, or retainage of all payments made by the City, whichever is more. In the event that this Agreement is terminated by the Artist, through no fault of the City, Artist will return all funds received from the City associated with the Agreement up until the date of termination notice.
15. **REMOVAL, DISASSEMBLAGE OR SALE/DONATION.** The Artist understands that the Art is owned by the City of Keizer. As such, at some time in the future, the City may move the artwork to another location or disassemble it. If that happens, the City of Keizer assumes full responsibility for the moving and reserves the right to reinstall the artwork at a different site or to dispose of the artwork as the City of Keizer deems appropriate. Such a determination is the sole right of the City of Keizer. The City of Keizer also reserves the right to sell or donate the Art.

Artist specifically and fully waives any and all rights under the Visual Arts Rights Act, and any similar federal, state, or local laws pertaining to residual rights of the Artist under any moral rights or attribution and integrity rights theories, and the like. Artist agrees and understands that the City of Keizer and any successor may rely on this full waiver and release of these rights.
16. **DISPUTES.** This Agreement is governed by the laws of the State of Oregon and all actions shall be brought in Circuit Court in Marion County, Oregon.
17. **ENTIRE AGREEMENT.** This Agreement contains the entire offer and agreement between the parties hereto, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.
18. **ADMINISTRATION OF AGREEMENT.** Administration of this agreement for the PARTIES shall be accomplished by:

City

Artist

Christopher Eppley, City Manager
City of Keizer
P.O. Box 21000
Keizer, OR 97307

Oregon 3D Art and Chainsaw Sculptures LLC
3795 Blossom Dr NE
Salem, OR 97303

All notices either required or appropriate under this Agreement shall be sent to the above parties via United States Postal Service, postage prepaid first class mail.

19. ATTORNEY FEES. If an action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

By:  Date: 4/30/19
Artist

By: _____ Date: _____
City Manager

Approved as to form:

By: _____ Date: _____
City Attorney

By: _____ Dated: _____
Keizer Chamber Foundation

EXHIBIT "A"

Artist will carve one History Pole in one whole piece. Artist will not add-on any separate pieces. Artist shall sculpt, sand/detail and finish/seal the History Pole. [NOTE: The Cobra Rods that protect the core need to be replaced once every ten years. Such replacement cost is not included in the not-to-exceed compensation.]

The maximum, not-to-exceed compensation is \$10,000 for completion of the project.

EXHIBIT B

First Pole Proposed Concept

Proposed Artwork Concept for the Keizer Cultural History Poles

	School Bell		School Bell
	Keizer Oregon Flag		Bald Eagle
	Several Trees		Several Trees cont.
	Mountains inscribed "Pride" "Spirit" "Volunteerism"		Mountains cont.
	Goose		Coyote
	Reeds		Reeds cont.
	Rainbow Trout		Chinook Salmon
	Golden Shiner Swarms		Water cont.
	Water Rocks/Grass		Largemouth Bass
FRONT		BACK	

COUNCIL MEETING: May 6, 2019
AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: NATE BROWN
COMMUNITY DEVELOPMENT DIRECTOR**

SUBJECT: MINOR AMENDMENT TO KEIZER STATION AREA A MASTER PLAN

ATTACHMENTS:

1. Proposed site plan showing additional sign locations
2. Sign design renderings
3. Applicant's written statement
4. Comments received from Keizer Public Works Department
5. Proposed Findings

BACKGROUND:

The proposed amendment to the adopted Area A master plan is to modify the number of freestanding monument signs allowed for the development. The applicant proposes to install 2 additional monument signs of approximately 5'6" in height and approximately 18 square feet in area at the locations shown on the attached site plan. No other changes are proposed to the previously approved master plan.

The new signs are identified in the applicant's written statement as type "F" monument signs that will match the existing monument signs found throughout Keizer Station Area A. These signs generally provide identification for the different businesses located within Keizer Station Area A, Village Center. It should be noted the City does not and cannot regulate any content placed on the proposed signs. The applicant submitted a site plan showing the locations for the new signs, along with a plan showing the design and size of the signs proposed. In addition, the applicant provided a written statement which addresses the applicable review criteria regulating master plan amendments. The Public Works Department submitted comments indicating signs should not be located within vision clearance areas, public rights of way, or utility easements. The applicant's proposal appears to comply with these requirements, and can be assured through a future sign permit review and approval process, if the amendment is approved.

Since this action is a simple amendment to the previous decision, all other aspects of the previous Area A masterplan approval, including the required conditions of approval, will remain unchanged. Proposed findings demonstrate compliance with review criteria found in the Keizer Development Code for master plan amendment applications.

NOTICE OF PUBLIC HEARING AND REQUEST FOR COMMENTS:

Public Notice was provided as outlined in the Keizer Development Code. Notice of the Public Hearing was:

- Mailed to property owners within 250 feet of the Keizer Station Area A (Village Center)
- Published in the Keizertimes newspaper on 4/26/2019
- Posted at the proposed locations for the 2 new signs

Request for comments were mailed to affected agencies as required by the Keizer Development Code. The following comments specifically regarding the proposed revisions have been received:

- The Public Works Department submitted comments requiring all previous conditions of the approved Master Plan for this area of Keizer Station Area A, Village Center to remain in effect. They also indicated the proposed signs should not be located in any vision clearance areas, rights of way, or within utility easements.
- The Keizer Police Department, Keizer Fire District, and City of Salem submitted they have reviewed the proposal and have no comments.

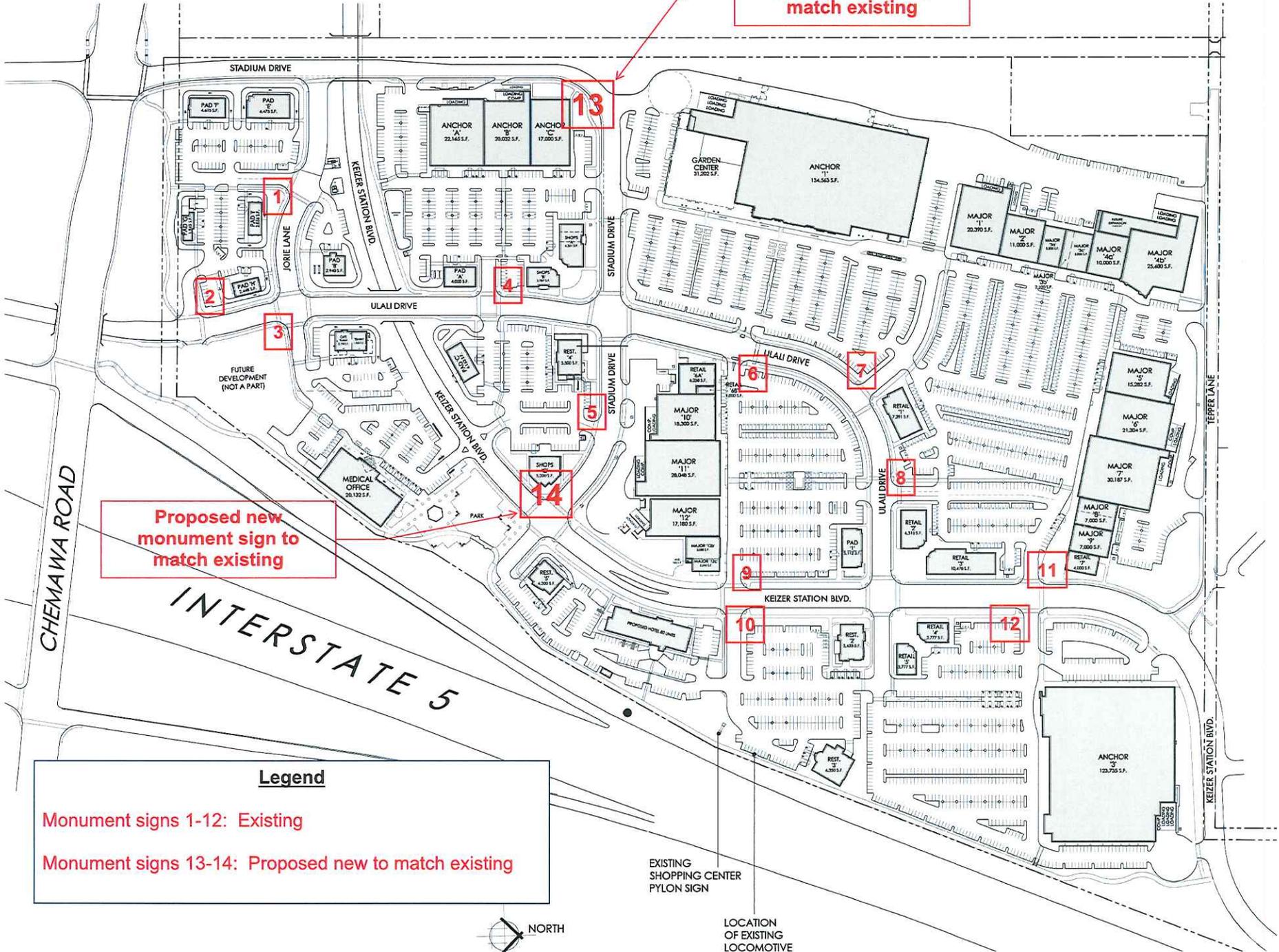
RECOMMENDATION:

Staff recommends that council open the public hearing, receive any additional testimony, close the public hearing, deliberate, and: **Direct Staff to prepare an order adopting the proposed amendments to the Area A Master Plan Approval.**

KEIZER STATION VILLAGE CENTER
KEIZER, OR

23

Proposed new monument sign to match existing



Proposed new monument sign to match existing

Legend
Monument signs 1-12: Existing
Monument signs 13-14: Proposed new to match existing



EXISTING SHOPPING CENTER PYLON SIGN

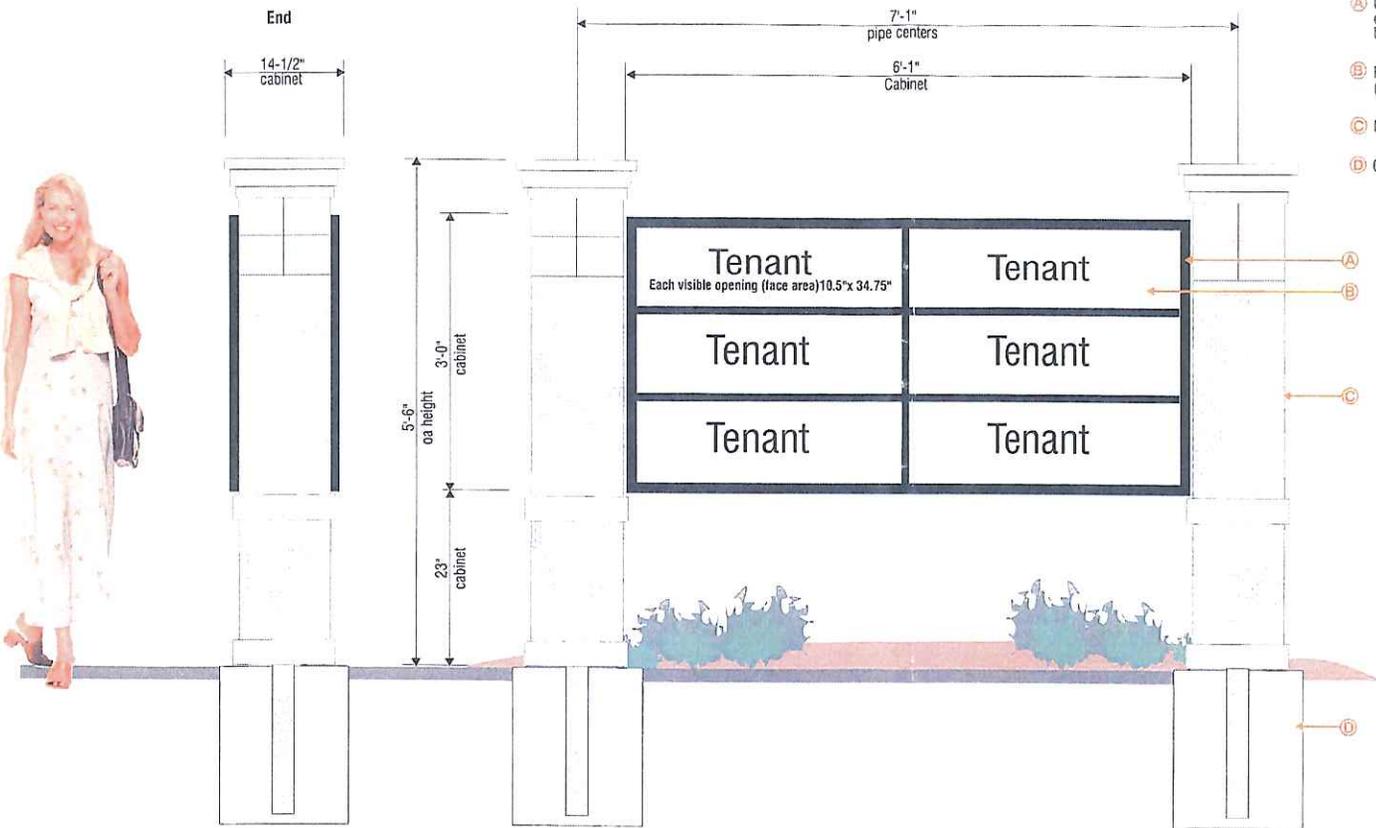
LOCATION OF EXISTING LOCOMOTIVE

RECEIVED
CITY OF KEIZER 24

MAR 12 2019

COMMUNITY DEVELOPMENT

Manufacture and install:
Ten (10), double face, illuminated tenant monument displays.
Sca. 3/4"=1'



- A Cabinet/s - Alum.extru. #9 body,#13 retainer. Fluor illum. 72" HODA on 12" centers. Paint all exterior Black semi-gloss. Top hinge, and center hang between pipes with end supports extending to pipes at 7' centers.
- B Faces - Flat sheet White lexan with Black 1" vinyl dividers. All tenant graphics (NIC) to be first surface vinyl. All vo's equal as shown.
- C Masonry column by others. NIC.
- D Concrete footing sized to provide pad for masonry column/s.

Verify voltage

Option F

TubeArt
Signs & Sports Displays
4243-A SE International Way
Portland, OR 97222
TEL 503-653-1133
FAX 503-659-9191

102534-K2 QUOTE NUMBER	A. Conant SALESPERSON	9-20-05 DATE
4907 CUSTOMER NUMBER	L. Dailey DRAWN BY	REVISIONS
Keizer Station K2 FILE NAME	CHECKED BY	

Approved
 Approved with changes noted

CUSTOMER SIGNATURE _____ LANDLORD SIGNATURE _____
DATE _____ DATE _____

Keizer Station

I-5 at Chemawa
Keizer, OR

This original drawing is prepared and issued by Tube Art. It is to be used for the construction of the project. It is not to be reproduced or used for any other purpose without the written permission of Tube Art. Colors on print do not necessarily depict special colors.

sh. 4



**DONAHUE
SCHRIBER**

April 2, 2019

Nate Brown
City of Keizer
Director of Community Development

**RE: Keizer Station Master Plan Amendment
Request for additional monument signs
Keizer Station
Keizer, OR**

Dear Nate:

The enclosed site signage proposal includes the addition of two Type 'F' tenant monument signs at the locations indicated on the enclosed Master Site Plan. The proposed new signs will match the existing Type 'F' monument signs and will increase the total number of Type 'F' signs from twelve to fourteen. The addition of these monument signs does not result in additional traffic generation and is consistent with the Master Plan Traffic Impact Analysis.

Should you have any questions, please call me at 503-484-2489.

Sincerely,

DONAHUE SCHRIBER

Justin Labhart
Construction Manager

cc: Jack Steinhauer, DSRG
Neil Madewell, DSRG
File

12325 SW Horizon Blvd.
Suite 25
Beaverton, OR 97007
(503) 484-2500
FAX: (503) 524-7949
donahueschriber.com
Lic. 01875932

TO: DINA RUSSELL, ASSISTANT PLANNER
FROM: CITY OF KEIZER PUBLIC WORKS DEPARTMENT
SUBJECT: MASTER PLAN AMENDMENT CASE NO. 2019-10

APPLICANT – DONAHUE SCHRIBER C/O JACK STEINHAEUER
ADDRESS – KEIZER STATION AREA A

PUBLIC WORKS DEPARTMENT REQUIREMENTS

The application is a request to modify the existing approved plan by adding two additional monument signs.

The Public Works Department has no concerns regarding the proposed change other than the following:

- a.) The signs should not be located in any vision clearance triangles.
- b.) The signs should not be located within any public right of ways or utility easements.

All previous conditions of the approved Master Plan for this area of Keizer Station Area A, Village Center will be required to remain in effect.

Proposed Findings

FINDINGS: GENERAL

1. The applicant is Donahue Schriber (Contact: Jack Steinhauer).
2. The subject property is within Area A (Village Center) of the Keizer Station Plan which is located at the Chemawa/Interstate 5 interchange. The specific request is to allow for the installation of 2 additional freestanding signs at the locations shown on the applicant's submitted site plan. One sign will be located adjacent to Stadium Dr. north of REI and the other is to be located near the intersection of Stadium Dr. and Keizer Station Blvd. The proposed signs will match the existing freestanding signs found throughout the Keizer Station Area A development, and will be approximately 18 square feet in area and 5'6" in height.
3. Keizer Station Area A (Village Center) has street frontage along Chemawa Road, Lockhaven Drive, Tepper Lane and Keizer Station Blvd, which are all public streets. I-5 and the Chemawa Interchange are immediately east of the site. The specific area of this amendment has street frontage along Stadium Dr. and Keizer Station Blvd.
4. The subject property is designated Special Planning District on the Comprehensive Plan Map and is zoned EG (Employment General) for the parcels in Area A.
5. The proposal is for a minor amendment to the Keizer Station Master Plan for Area A to modify the signage site plan, which was adopted (by exhibit) with the original Master Plan approval. The specific request is to allow for the installation of 2 additional freestanding signs at the locations shown on the applicant's submitted site plan. One sign will be located adjacent to Stadium Dr. north of REI, and the other is to be located near the intersection of Stadium Dr. and Keizer Station Blvd. The proposed signs will match the existing freestanding signs found throughout Keizer Station Area A, and will be approximately 18 square feet in area and 5'6" in height. No other changes are proposed.
6. This is the fourth amendment to the approved KSP master plan. This master plan amendment is subject to a Type II-B procedure (KDC 3.101.02), which includes a public hearing and decision by the City Council. Following City Council approval, subsequent city review of the proposed signs will be completed as part of the sign zoning permit approval process.

FINDINGS: KEIZER STATION MASTER PLAN AMENDMENT

7. The Review Criteria for a Keizer Station Master Plan amendment are listed in Section 3.113.06 of the Keizer Development Code (KDC). The criteria and findings are listed below:

- A. All applicable review criteria of Section 3.113.04 considering the type and extent of the proposed amendment.

FINDINGS: The review criteria found in Section 3.113.04 is wide ranging and includes things such as overall master plan objectives and arrangement of uses to landscaping, site planning, and architectural details. There are no specific criteria in Section 3.113.04 that specifically address signage. The proposed amendment is only for a change to the number of signs allowed within Area A, Village Center, which was approved by the original Master Plan order identifying the location and types of signs to be located throughout the center. No other changes are proposed. This criterion is not applicable to this amendment request.

- B. The amendment is consistent with the adopted Master Plan, or achieves an equally desirable result.

FINDINGS: The adopted Master Plan includes a signage site plan which identifies the locations of signs allowed within Area A, Village Center. The adopted Master Plan included a variance to allow a large freestanding sign oriented toward the freeway in excess of the allowable height and size requirements found in the Keizer Development Code. In order to achieve the desired result of adequately identifying and advertising business within the Village Center (without giving unfair advantages to businesses there) the signage site plan and specific sign design standards were established. This proposal is to add two additional signs of 18 square feet in area and 5'6" in height at locations that do not currently contain signs. The signs will help to identify the businesses within the center and will not cause any adverse impacts on the surrounding area. The applicant's proposal satisfies this criterion.

- C. The amendment does not result in additional traffic generation and is consistent with the adopted Traffic Impact Analysis.

FINDINGS: The proposal is to increase the number of allowed freestanding signs and will not result in any additional traffic generation. It should be noted that the proposed signs will be required to be located outside of vision clearance and site distance areas to further assure no traffic hazards are created by this proposal. The applicant's proposal satisfies this criterion.

CITY COUNCIL MEETING: May 6, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: RESOLUTION SUPPORTING ESTABLISHMENT OF CONTINUUM OF CARE FOR MID-WILLAMETTE REGION

Since 1994, the U.S. Department of Housing and Urban Development has required communities to form a Continuum of Care to receive federal funds. Marion and Polk counties originally formed a regional Continuum of Care, administered by the Mid-Willamette Valley Community Action Agency. In 2011, the Marion-Polk Continuum of Care joined 26 Oregon counties in the “balance of state” Rural Oregon Continuum of Care.

In 2016, the Mid-Willamette Homeless Initiative was established to identify and launch proven strategies to reduce homelessness in the region. The Mid-Willamette Homeless Initiative’s strategic plan recommends that the region assess local inclusion in the Rural Oregon Continuum of Care to understand how to best address the problems of homelessness and needs of people experiencing homelessness.

The Mid-Willamette Homeless Initiative Steering Committee has carefully considered relevant factors and determined that the region could benefit from creating its own Continuum of Care, with enhanced service coordination, local autonomy, and alignment of goals to more effectively reduce homelessness in the region. The Mid-Willamette Homeless Initiative Steering Committee is requesting that each affected jurisdiction adopt a resolution supporting establishing a Continuum of Care for the Mid-Willamette Region and supporting that such Continuum of Care register with the U.S. Department of Housing and Urban Development in 2020 to become eligible for federal funds.

RECOMMENDATION:

Review the matter and if so desired, adopted the attached Resolution.

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

SUPPORTING THE ESTABLISHMENT OF A CONTINUUM OF CARE FOR THE MID-WILLAMETTE REGION AND SUPPORTING SUCH CONTINUUM OF CARE REGISTRATION WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN 2020

WHEREAS, homelessness is a critical issue in the Mid-Willamette region, in Oregon, and across the nation;

WHEREAS, more than 2,600 homeless individuals in Marion and Polk counties were identified through evidence-based assessments between October 2016 and January 2019;

WHEREAS, children, families, veterans, and chronically homeless individuals experiencing mental illness and addictions comprise a large portion of the region’s homeless population;

WHEREAS, the Mid-Willamette Homeless Initiative was established in 2016 “to identify and launch proven strategies to reduce homelessness” in the region;

WHEREAS, the Mid-Willamette Homeless Initiative’s strategic plan recommended that the region “assess local inclusion in the Rural Oregon Continuum of Care to understand how best to address the problems of homelessness and needs of people experiencing homelessness;”

1 WHEREAS, the U.S. Department of Housing and Urban Development created the
2 Continuum of Care program in 1994 as a means for communities across the nation to
3 “engage in multi-year strategic planning for homeless programs and services that are
4 well integrated with planning for mainstream services;” mainstream services denoting
5 public housing, Section 8 housing choice vouchers, and services for runaway and
6 homeless youth, victims of domestic violence, veterans, seniors, and people experiencing
7 addictions and/or mental illness;

8 WHEREAS, in 2011, the Marion-Polk Continuum of Care joined 26 Oregon
9 counties in the “balance of state” Rural Oregon Continuum of Care;

10 WHEREAS, the Mid-Willamette Homeless Initiative Steering Committee
11 carefully considered relevant factors and determined that the region could benefit from
12 creating its own Continuum of Care, with enhanced service coordination, local
13 autonomy, and alignment of goals to more effectively reduce homelessness in the region;

14 NOW, THEREFORE,

15 BE IT RESOLVED by the City Council of the City of Keizer that the City of
16 Keizer supports establishing a Continuum of Care for the Mid-Willamette region that
17 could include Marion, Polk, and Yamhill counties and supports the new Continuum of
18 Care registering with the U.S. Department of Housing and Urban Development in 2020.

19

20

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.

6

7

8

Mayor

9

10

City Recorder

11

CITY COUNCIL MEETING: May 6, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RESOLUTION SUPPORTING PERS LONG TERM LIABILITY
RELIEF FOR PUBLIC SERVICES**

The Oregon legislature is dealing with Public Employee Retirement System (PERS) issues. There is a concern among local government bodies that the remedies are focusing on school districts, but not addressing cities, counties and special districts.

The Mayor and several Councilors have expressed an interest in supporting changes in the legislation to address this shortfall. As of the packet deadline, we have no additional information, but are hopeful that there will be representatives at the Council meeting to present a more full report. In the meantime, we have prepared a Resolution expressing support for local government PERS relief.

RECOMMENDATION:

If Council agrees, adopt the attached Resolution.

Please let me know if you have any questions. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

SUPPORTING PERS LONG TERM LIABILITY RELIEF FOR PUBLIC SERVICES

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WHEREAS, the legislature and governor have committed to insulating schools from the impacts of Public Employee Retirement System (PERS) costs by subsidizing K-12 education with state dollars, but while they have agreed to modest cost-sharing with employees, there has not been any commitment to spend state dollars to protect local services like public safety, fire and other services;

WHEREAS, the cost of PERS, which has more than doubled since 2010, is costing every household in Oregon more than \$1,500 this year and will exceed \$2,200 within four years, when payroll costs borne by state and local governments will exceed 31% of payroll on average;

WHEREAS, for many cities and counties this will mean layoffs and reduced funding for public safety, fire, parks, libraries, road maintenance and a litany of other core services that Oregonians rely on;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City of Keizer supports cost-saving reforms to PERS are urgently needed to protect and improve public services in Oregon.

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.

6

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10

11

Mayor

City Recorder

CITY COUNCIL MEETING: May 6, 2019**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: CHARTER REVIEW COMMITTEE OR TASK FORCE

One of the Council goals is to move forward with a Charter revision. Typically, a Charter Review Task Force or Committee is appointed by the Council. Such group would meet to review draft revisions and ultimately recommend a new Charter to the Council. The Council would then consider the matter, make changes if appropriate, and place the new Charter before the voters.

Previous Charter Review Committees were created by Council; some with Volunteer Coordinating Committee (VCC) recommendations, and some not. Council Procedures indicate that the VCC makes recommendation on appointments unless a Task Force is created or Council determines otherwise. The Council needs to determine what type of group would be created and whether VCC recommendation is appropriate.

I would anticipate that the Committee meetings would be once a month and take several months to complete.

RECOMMENDATION:

I would recommend a Charter Review Committee of five or seven members with two or three Councilors as the members, with VCC recommendations for the non-Councilor positions. The Mayor would appoint the Councilor members pursuant to the Council Procedures.

Council should give staff direction on the makeup of the Committee/Task Force and whether VCC recommendation is required. We will then prepare a formal Resolution creating the Committee or Task Force.

Please let me know if you have any questions. Thank you.

ESJ/tmh

CITY COUNCIL MEETING: May 6, 2019**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: MUNICIPAL JUDGE REPORT – COUNCILOR CHECK IN

At the May 18, 2015 Council meeting, the Council adopted the updated Municipal Judge Evaluation process. In accordance with such process, no later than the first City Council meeting in June each year, the Mayor is to announce two Councilors to attend arraignments and/or hearings and check in with the Judge for the upcoming year. The appointed Councilors are to report their observations to the Council at a regularly scheduled meeting.

On January 7, 2019, Mayor Clark appointed Councilor Parsons and Councilor Kohler to attend arraignments and/or hearings and check in with the Judge for 2019. At that same meeting, Mayor Clark appointed Mayor Clark and Councilor Smith to attend arraignments and/or hearings and check in with the Judge for 2020.

Councilors Kohler and Parsons should give their verbal report to Council at tonight's meeting. If the Council deems it necessary, a formal evaluation between the Council and the Municipal Court Judge shall be scheduled, but it is not required. This process does not affect the Municipal Judge's position of validity, effectiveness or jurisdiction of the municipal court or the Municipal Judge.

RECOMMENDATION:

Councilor Parsons and Councilor Kohler should report their observations. Following the report, if the Council deems it necessary to hold a formal evaluation between the Council and the Municipal Court Judge, Council should direct staff to schedule the evaluation in executive session.

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

ESJ/tmh

CITY COUNCIL MEETING: May 6, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: LOCKHAVEN DIVE NE & 14TH AVENUE NE IMPROVEMENTS

DATE: April 30, 2019

BACKGROUND:

The adopted Transportation Systems Plan (TSP) includes a project to add a dedicated right turn lane from westbound Lockhaven Drive NE to northbound 14th Avenue NE to maximize the capacity of the intersection. This project is also included in the Transportation Impact Analysis (TIA) for the Keizer Station Development.

The project was advertised for bids with bids being received and opened on Tuesday April 23rd, 2019 at 2:00pm. A total of six bids were received ranging from a high of \$352,334.00 to a low of \$309,999.00 with R&R General Contractors Inc. submitting the lowest bid.

FISCAL IMPACT:

Funds for this project are available in the proposed Fiscal Year 2019/2020 Street Fund Budget and the proposed Fiscal Year 19/20 Off-Site Transportation Improvement Fund.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to award the contract with R&R General Contractors Inc. in the amount of \$309,999.00 for the construction of the Lockhaven Drive NE & 14th Avenue NE Improvements.

Please contact me if you have questions.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER INTO AN AGREEMENT WITH R & R GENERAL CONTRACTORS INC FOR LOCKHAVEN DRIVE NE – 14TH AVENUE NE IMPROVEMENTS

WHEREAS, improvements to the Lockhaven Drive NE/14th Avenue NE intersection is included in the Transportation Impact Analysis for the Master Plans in Keizer Station Area B and Keizer Station Area C;

WHEREAS, this project is also included in the adopted Transportation Systems Plan;

WHEREAS, the City issued a request for bids and six bids for this project were received.

R & R General Contractors Inc. submitted the low bid for a total amount of \$309,999.00. The City Engineer has reviewed and certified the bids;

WHEREAS, a notice of intent to award the bids was sent to the bidders on April 29, 2019;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to award the contract to and enter into an agreement with R & R General Contractors Inc. for a total cost of \$309,999.00 for improvements to the Lockhaven Drive NE/14th Avenue NE intersection. Funding for this project is from the 2019/2020 Street Fund and 2019-2020 Off-Site Transportation Improvement Fund.

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.

6

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9

Mayor

10

11

City Recorder

12



MINUTES
KEIZER CITY COUNCIL
Monday, April 15, 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
Daniel Kohler, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Bill Lawyer, Public Works Director
Chris Nelson, Police
Tim Wood, Finance Director
Tracy Davis, City Recorder

Absent:

Anne Farris, Youth Councilor

FLAG SALUTE

McNary Junior ROTC presented the colors and led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. Volunteer of the Quarter Award

Mayor Clark noted that the McNary Junior ROTC had been nominated for volunteer of the Quarter for their ongoing volunteer efforts and the Volunteer Coordinating Committee had unanimously supported the nomination. Certificates of appreciation were distributed to those in attendance.

COMMITTEE REPORTS

a. Volunteer Coordinating Committee Recommendation for Appointment to the Keizer Points of Interest Committee

City Manager Chris Eppley read his staff report.

Councilor Freeman moved that the Keizer City Council accept the Volunteer Coordinating Committee recommendation and appoint Maria Pressey to Position #4 of the Keizer Points of Interest Committee. 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)

Dylan Juran, Keizer, shared information about the recent Parks Advisory Board meeting, noting that the Board had again recommended that the City Council look into reinstating the caretaker position at Keizer Rapids Park, had received an update from Jeff Davis on his exercise equipment installations at Country Glen and Claggett Creek Parks and is making changes in the matching grant application to make it easier to get funding for youth-led projects.

Michael DeBlasi, Keizer, reported that the Planning Commission is reviewing possible actions related to the Urban Transition Zone but refrained from making a decision holding the Public Hearing open for another month so that staff could provide clarification and bring back options for the Commission.

PUBLIC TESTIMONY

Keizer Parks Foundation, represented by *Richard Palmer*, *Mary Macduffie*, and *Chris Lawyer* reported that the Foundation wished to contribute \$25,500 (funds collected during the solar eclipse event) towards a solar shades for the Big Toy at Keizer Rapids Park. Bill Lawyer interjected that the sails will not go up this summer because the Big Toy will have to be closed for a while to get the posts in and the project will need to go out for bids. The plan is to close the park after Labor Day.

Richard Walsh, Keizer, urged that the park host position be reinstated at the Buchanan House at Keizer Rapids Park and voiced opposition to renting the house to a regular resident because of the laws adopted recently which make it difficult to remove a renter. He provided several reasons for his request including security, access, grounds care, and compliance with the master plan. He urged Council to consider copying the Oregon State Parks volunteer Park Host program for Keizer Rapids Park.

Carol Doerfler, Keizer, President of West Keizer Neighborhood Association, announced that the Association overwhelmingly supports getting a caretaker at the park.

Carol Phipps, *Rhonda Rich*, *Garry Whalen* and *Clint Holland*, Keizer, each voiced support for reinstatement of the caretaker at Keizer Rapids Park for safety and security reasons, to prevent vandalism, protect the amenities, and to protect the City from the difficulties of being a landlord under the new rental laws.

City Manager Chris Eppley pointed out that this is purely a Council decision and that he had received Council direction twice to make this into a rental and put the money back into the parks. The initial reason the park host was put in place was to provide the face for the surrounding neighborhood as the park developed but it morphed into a labor relationship for mowing, amphitheater, trash, and surveillance during the night. If the position is reinstated, it would not be a city employee but a person who would be willing to provide these services in exchange for

rental. However, the hours of labor would be minimal (perhaps 2 hours per day) to correspond to the rental. If Council wants to reinstate the program and do it through the rental agreement, then the Master Plan will need to be adjusted since the Buchanan house is identified as a 'caretaker house'.

Discussion followed regarding details of a rental/park host agreement, levels of service, cost effectiveness, property management, the possibility of having a park host at all area parks, park host qualities and expectations, and the need for more information.

Council agreed by consensus to direct staff to look into reinstatement of a park host and portions of the Master Plan that relate to this property and the Charge House and come back with that information along with pros and cons.

PUBLIC HEARING

a. VIP Beverage and Event Services Liquor License Application

Mayor Clark opened the Public Hearing.

Chris Eppley summarized his staff report noting that the site will only be used to store products; there will be no retail sales from the site.

Owner Pedro Mendez, current owner of Fiesta Event Insurance and VIP Beverage and Event Services provided background information about himself and his businesses noting that the OLCC has recommended that he apply for both an on-premises and off-premises license so that he can take and deliver last minute orders. It is his hope to eventually have an off-site warehouse or office.

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

Councilor Freeman moved that the Keizer City Council recommend approval of the application for a liquor license for VIP Beverage and Event Services under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. 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

a. RESOLUTION – Authorizing Temporary Use and Signs Subject to Conditions for

Taken out of order.

City Attorney Shannon Johnson summarized his staff report. Dave Walery, Scott White and Danielle Bethel shared information about the event and fielded questions regarding detours, signage, traffic, portable toilets, parking, additional events, and community support.

Sherrie Gottfried, Keizer, voiced opposition to road closures noting that the closure in front of The Grass Hut adversely affects business for the three days of the festival and causes traffic accidents. She complained

**KeizerFEST
(2019)**

that her communication efforts during the planning and road closure process were ignored.

Councilor Freeman moved that the Keizer City Council adopt a Resolution Authorizing Temporary Use and Signs Subject to Conditions for KeizerFEST (2019). 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)

**b. RESOLUTION –
Authorizing a
Temporary
Suspension of
the Ordinance
Prohibiting
Street Vendors**

Councilor Freeman moved that the Keizer City Council adopt a Resolution Authorizing a Temporary Suspension of the Ordinance Prohibiting Street Vendors. 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)

**c. Fee Waiver
Request for a
Soggy Day in
the Park 2.0 at
Keizer Rapids
Park**

Public Works Director Bill Lawyer summarized his staff report.

Mark Caillier assisted by *Dorothy Diehl*, representing Claggett Creek Watershed Council, provided information about the event, the volunteers that will be assisting and public outreach.

Councilor Freeman moved that the Keizer City Council charge an application fee of \$60 for the 'Soggy Day at the Park 2.0' event and waive all other fees listed in the staff report. 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)

**CONSENT
CALENDAR**

- A. RESOLUTION – Authorizing the City Manager to Award and Enter Into an Agreement with Roy Houck Construction LLC. for Annual Street Resurfacing Project
- B. Approval of April 1, 2019 Regular Session Minutes
- C. Approval of April 8, 2019 Work Session Minutes

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 Kohler reported on meetings and events he had attended, thanked Councilors who had covered his meetings while he was away and announced upcoming meetings.

Councilor Reid reported on meetings and events she had attended, announced upcoming ones, thanked Keizer Cultural Center volunteers, noted that book donations are being received by the library, and shared accomplishments of former Youth Councilor Sam Hernandez.

Councilor Freeman reported on the West Keizer Neighborhood Association meeting and announced that she would not be at the May 6 Council meeting.

Councilor Smith announced the Arts Commission meeting.

Councilor Parsons reported on various meetings and events she had attended and announced upcoming ones.

Councilor Herrera announced that he had missed several events and meetings due to the loss of his brother. He then announced upcoming meetings and shared information about the Lebanon Medical School Clinical lab exercise.

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

OTHER BUSINESS

City Attorney Shannon Johnson explained that the Rotary agreement for use of the Community rooms expires on April 20. He requested that Council approve an extension to May 31, 2019, so that details can be worked out with a new more long-term agreement.

Councilor Freeman moved that the Keizer City Council suspend the rules in order to consider the extension of the Rotary agreement. 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 extend by letter of agreement the use of the community rooms by Rotary under the current terms to May 31, 2019 with the understanding that the new agreement would be back dated to begin April 21, 2019. 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)

Lieutenant Chris Nelson announced that Jennifer Starns is finishing field training and will be on the road soon, Paul Quintero will finish at the academy soon, and two new officer candidates will have interviews next week.

WRITTEN COMMUNICATIONS

Mayor Clark read a letter of resignation from Allen Barker on the Budget Committee and a letter from Elizabeth Witherspoon commending Council for not endorsing the Salem ban on plastic bags.

AGENDA INPUT

- City of Keizer Budget Committee Meetings
 - Tuesday, April 30, 2019 – 6:00 p.m.
 - Thursday, May 2, 2019 – 6:00 p.m.
 - Thursday, May 9, 2019 – 6:00 p.m. (if necessary)

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

May 13, 2019 - 6:00 p.m. – City Council Work Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:29 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Elizabeth Smith

Councilor #3 – Marlene Parsons

Councilor #6 – Daniel R. Kohler

Minutes approved:_____



MINUTES
KEIZER CITY COUNCIL WORK SESSION
Monday, April 22, 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

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Recorder
Tracy Davis, City Recorder

Also Present:

Janet Carlson, Former Marion County
Commissioner
Jan Culver, Council of Governments
Jimmy Johnson, Mid-Willamette
Community Action Agency

DISCUSSION

**a. Mid-Willamette
Homeless
Initiative**

Mayor Clark provided a brief history and update on the Mid-Willamette Homeless Initiative noting that during the process the need for a Continuum of Care was identified.

Janet Carlson provided additional information about the Mid-Willamette Homeless Initiative and then she and Jimmy Jones shared a slide presentation covering the Continuum of Care purpose, funding, structure, history, policy questions and next steps and fielded questions from Councilors regarding goals, the ramifications of pulling out of the Rural Oregon Continuum of Care (ROCC), and current efforts.

Jimmy Johnson shared detailed information about the homeless problem, government involvement, partnering with other organizations to remove redundancy, spending resources wisely and effectively, setting priorities, and the (ROCC).

Ms. Carlson explained the impetus for withdrawing from the ROCC and forming a regional Continuum of Care consisting of Marion, Polk and possibly Yamhill counties noting that this would condense the area served and allow for more effective action in alleviating homelessness in the area served. Mr. Johnson explained the competitive nature of the ROCC and how that effects funding received.

Discussion followed regarding the need, targeting the appropriate homeless population, chronic homelessness, money spent on education

and fighting crime, the cost to citizens of not housing the homeless, establishment of policies that protect the homeless, and the dissolution of families.

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:11 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Elizabeth Smith

Councilor #3 – Marlene Parsons

Councilor #6 – Daniel R. Kohler

Minutes approved: _____