

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**

A G E N D A
KEIZER CITY COUNCIL
EXECUTIVE SESSION

Monday, October 16, 2000

6:30 p.m.

Keizer City Hall

Keizer, Oregon 97303

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **DISCUSSION**

- a. Pursuant to ORS 192.660(1)(d) (*To conduct deliberations with persons designated by the governing body to carry on labor negotiations*)

4. **ADJOURN**

Upon request, auxiliary aids and/or special services for those with disabilities will be provided. To request services, please contact us at (503) 390-3700 or through Oregon Relay 1-800-735-2900 at least two working days(48 hours) in advance.

The Oregon Public Meeting Law authorizes governing bodies to meet in executive session in certain limited situations. An executive session is defined as any meeting or part of a meeting of a governing body which is closed to certain persons for deliberations on certain matters as defined by ORS 192.660. These sessions are closed to the public and under certain circumstances the media also. The governing body is not allowed to take any final action or make any final decisions during the executive sessions. Any final action or decision must be made after returning or at the next regularly scheduled meeting.

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

A G E N D A

KEIZER CITY COUNCIL

REGULAR SESSION

Monday, October 16, 2000

7:00 p.m.

**Robert L. Simon Council Chambers
Keizer City Hall, Keizer, Oregon 97303**

1. CALL TO ORDER

2. ROLL CALL

3. 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.

4. COMMITTEE REPORTS

- a. Swearing In of Keizer Police Department Reserve Frank Edwards
- b. Library Task Force Report

5. OTHER BUSINESS

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

- a. New Business
- b. Old Business
 - Traffic Access/Control Issue at Wolf/Janet Streets
 - Willow Lake Settlement Agreement
 - Report on Bus Pullouts along River Road

6. PUBLIC HEARINGS

7. ADMINISTRATIVE ACTION

- a. RESOLUTION – Initiating Fernwood Park Vacation
- b. RESOLUTION – Accepting COPS “COPS in School” Grant

8. CONSENT CALENDAR

- a. RESOLUTION – Initiating The Vineyards North Phase 2 Street Lighting District
- b. RESOLUTION – Initiating Hidden Creek Estates Phase 5 Street Lighting District
- c. RESOLUTION – Authorizing the City Manager to Enter Intergovernmental Agreement for Infill Grant
- d. Approval of September 25, 2000 Work Session Minutes
- e. Approval of October 5, 2000 Regular Session Minutes

9. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

10. AGENDA INPUT

October 23, 2000

5:30 p.m. City Council Work Session

- 2000-2001 Goal Setting (continued from 9-25-00)

November 6, 2000

7:00 p.m. City Council Regular Session

- Presentation by Francis Kessler – Willow Lake Natural Treatment System
- Legal Services Agreement
- Comp Plan/Zone Change/Subdivision (Whalen) Public Hearing

November 9, 2000

5:30 p.m. City Council/Urban Renewal Agency Work Session

- Realignment/Improvements to Radiant Drive

November 20, 2000

7:00 p.m. City Council Regular Session

- Parks System Development Charge Methodology Public Hearing

11. ADJOURN

Upon request, auxiliary aids and/or special services will be provided. To request services; please contact us at 503-390-3700 or through Oregon Relay 1-800-735-2900 at least two working days (48 hours) in advance.



October 16, 2000

AGENDA ITEM 4a

SWEARING IN OF KEIZER POLICE DEPARTMENT RESERVE
OFFICER FRANK EDWARDS

CITY COUNCIL MEETING OF OCTOBER 12, 2000

AGENDA ITEM NO. _____

TO: Mayor and City Council

FROM: H. Marc Adams, Chief of Police 

SUBJECT: **Swearing In of New Reserve Police Officer**

The Keizer Police Department is pleased to announce the appointment of a new Reserve Officer as follows. This addition now brings the Reserve Unit to 11 members.

Officer Frank Edwards

Works full-time at the City of Salem dispatch center; grew up in Independence, graduated from Central High School and Chemeketa Community College obtaining an Associates Degree with a minor in Law Enforcement. Edwards has been a Reserve Officer with Independence Police Department for 5 years.

hma:cp



October 16, 2000

AGENDA ITEM 4b

LIBRARY TASK FORCE REPORT

COUNCIL MEETING: October 16, 2000

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND CITY COUNCILOR MEMBERS

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

FROM: TRACY L. DAVIS, CMC 
CITY RECORDER

SUBJECT: LIBRARY TASK FORCE REPORT

A representative from the Library Task Force will be present to give a brief update to the City Council.



October 16, 2000

AGENDA ITEM 5b

OLD BUSINESS – TRAFFIC ACCESS/CONTROL ISSUE AT
WOLF/JANET AVENUE

MEMO TO: Mayor Newton and City Councilors

THROUGH: Chris Eppley, City Manager 

FROM: Maria Meier, Senior Planner
Rob Kissler, Public Works Director

RE: Access to Janet Avenue from property located at 130 Chemawa Road N., Keizer.

DATE: October 10, 2000

A building permit was issued for a commercial building for property located at 130 Chemawa Road N., Keizer on August 29, 2000. The subject property abuts two public streets, Janet Avenue/Wolf Street N. and Chemawa Road N. The properties immediately adjacent to the subject property to the west are also zoned CM. Properties on the north side of Janet Avenue are zoned Commercial Office (CO), and currently contains primarily single family dwellings. Properties on the south side of Janet Avenue and on both sides of Wolf Street are zoned Residential Medium Density (RM), and primarily contain single family dwellings.

The point of access to Janet Avenue is via a 24-foot aisle that turns at a 90 degree angle twice, where the screened garbage container and loading zone is located on the south side of the parcel. The proposed use is identified as a permitted use within the Commercial Mixed (CM) zone. The proposed plan met the requirements in the Development Code and was approved accordingly. Please see the attached site plan.

Opportunities for improvements within the right-of-way to deter traffic from passing through the local streets include "No Trucks" signs, a traffic circle, and/or speed humps. The Public Works Department initially recommends "No Trucks" signs to be posted, which can be enforced through the Police Department. As the City is unable to determine a possible amount of traffic generated by the commercial development, staff recommends the "No Trucks" signage as a preliminary approach to deter traffic from Janet Avenue and Wolf Street. "No Trucks" signage may cost approximately \$450 to \$600. Staff

recommends this signage to be posted, than evaluate the situation as the commercial structure is further occupied by businesses to determine any traffic impacts from the development.

Upon determination of traffic impacts, a traffic circle may also deter additional traffic onto the local streets. A traffic circle may cost approximately \$4,000, not including drainage improvements necessary due to the mitigate the public improvement. Speed humps may be constructed to reduce the speed of traffic. Speed Humps may cost approximately \$750 each, to a maximum of four for the subject area.

Staff recommends “No Trucks” signs to initially be posted on Janet Avenue. Upon further determination of traffic impact, these matters can be reviewed through the initiation of the Neighborhood Traffic Management program.

Attachment: Site Plan



October 16, 2000

AGENDA ITEM 5b

OLD BUSINESS – WILLOW LAKE SETTLEMENT AGREEMENT

KEIZER CITY ATTORNEY
M E M O R A N D U M

TO: MAYOR NEWTON AND
CITY COUNCIL

THROUGH: CHRISTOPHER C. EPPLEY
CITY MANAGER

FROM: E. SHANNON JOHNSON 
CITY ATTORNEY

SUBJECT: WILLOW LAKE SETTLEMENT AGREEMENT

DATE: OCTOBER 21, 2000

On October 9, 2000, the Salem City Council authorized the City Manager to sign the Willow Lake Settlement Agreement. The Salem City Attorney indicated that the authorization was to sign the same Settlement Agreement that Keizer Council has previously approved. There were no additional changes. The vote was 7-2 with Mayor Swaim and Councilor Bennett in opposition.

Since there were no changes in the agreement, the parties are now in the process of circulating the original agreement to be signed and move forward with the settlement process as outlined in the agreement.

At this time there is no further action for the Keizer City Council to take. Please let me know if you have any further questions in this regard. Thank you.



October 16, 2000

AGENDA ITEM 5b

OLD BUSINESS – REPORT ON BUS PULLOUTS ALONG RIVER ROAD

City Council Meeting: October 16, 2000

Agenda Item: 5b

TO: Mayor Newton and City Council Members

SUBJECT: Old Business Report

- **Report on Bus Pullouts on River Road**

City Manager Chris Eppley will give a verbal report on the status of the discussions with the Salem Area Transit District and a sketch of potential sites for bus pullouts along River Road.



October 16, 2000

AGENDA ITEM 7a

RESOLUTION – INITIATING FERNWOOD PARK VACATION

CITY COUNCIL MEETING: October 16, 2000

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY 

SUBJECT: *POSSIBLE FERNWOOD PARK VACATION*

The City Council directed staff to prepare information and a Resolution for your consideration regarding the possible vacation of Fernwood Park.

It is my understanding that the Parks and Recreation Advisory Board is recommending to the Council that the park be vacated so that it can be sold or transferred to avoid the maintenance and liability issues connected with the park. The Board feels that the park is not appropriate for development as a neighborhood park and would like the Council to move forward in that regard.

Vacations occur when property dedicated to the public is no longer necessary for public use. Vacations are not appropriate for sale of property owned by the government in its corporate name, for example the City Hall property or most of the City parks. Typically, vacations involve street right-of-way.

The local government does not “own” dedicated property; it serves as trustees for the public’s interest in such property. “Vacation” is the act of vacating the public’s interest. At the conclusion of the process, an Ordinance is adopted declaring the vacation. The Ordinance by itself does not “deed” or otherwise transfer property to another. The state statutes declare how title to the vacated property is determined. Typically with street vacations, the statutes indicate that the vacated area shall attach to the lands bordering on the street in equal portions. However, title to a public square (or park) vests in the City.

In 1991, the City initiated a vacation process for Fernwood Park. This was done to allow part of the park to be used by a childcare center. However, a large portion of the neighboring property owners objected and the vacation process was terminated.

The vacation can be accomplished in two ways. First, upon petition by a property owner. This is how most vacations occur. Second, the Council on its own motion may initiate vacation proceedings. The process for vacating Fernwood Park on the Council's own motion is as follows:

1. The City Council would need to formally initiate the vacation proceedings. I have attached a Resolution to accomplish this if the Council wishes to move in that direction.
2. Notice of the public hearing is given by publishing in the newspaper for two weeks and posting the property.
3. A hearing is held to determine whether there is sufficient objections and whether or not the public interest will be prejudiced by such vacation. The vacation shall not occur if the owners of a majority of the area affected object in writing. The "area affected" is the area 200 feet on each side of the area to be vacated and 400 feet on each end.
4. If the governing body determines that vacation will be in the public's interest, it shall by ordinance make such determination and vacate the subject property. The governing body may make such reservations as appear to be for the public interest.

Because we still need to do further checking with the title company, as well as arrange notice, I am suggesting that the public hearing for this matter be scheduled for November 20, 2000.

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

ESJ/tmh
enclosures

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2000-_____

3 IN THE MATTER OF INITIATING THE
4 VACATION OF FERNWOOD PARK

5 WHEREAS, Fernwood Park was dedicated to the public by plat in 1959 and 1960;

6 WHEREAS, the location and size of Fernwood Park make it difficult to develop as
7 a park;

8 WHEREAS, it is appropriate to initiate vacation proceedings to vacate Fernwood Park
9 and consider objections thereto; NOW, THEREFORE,

10 BE IT RESOLVED that the City Council of the City of Keizer hereby initiates
11 vacation proceedings for Fernwood Park pursuant to ORS 271.130(1).

12 BE IT FURTHER RESOLVED that the matter shall be properly noticed as required
13 by law and scheduled for public hearing on November 20, 2000.

14 PASSED this _____ day of _____, 2000.

15 SIGNED this _____ day of _____, 2000.

16 _____
17 Mayor

18 _____
19 City Recorder



October 16, 2000

AGENDA ITEM 7b

RESOLUTION – ACCEPTING COPS “COPS IN SCHOOLS” GRANT

CITY COUNCIL MEETING OF OCTOBER 12, 2000

AGENDA ITEM NO. _____

TO: Mayor and City Council

THRU: Christopher Eppley
City Manager

FROM: H. Marc Adams 
Chief of Police

SUBJECT: **SCHOOL RESOURCE OFFICER GRANT**

Background

Keizer Police Department currently has two police officers assigned directly to school duties and they are stationed, respectively, at McNary High School and Whiteaker Middle School. The officers address grade school issues and requests when needed or as time allows. We realize with the growing population and number of schools in the city, another police officer is desperately needed to be available at the schools and address the unique issues of our youth.

Therefore, a grant application was submitted to the U. S. Department of Justice, Office of Community Oriented Policing Services, to fund one (1) new additional officer specifically for a "COP in Schools". This grant application was a direct result of the new middle and grade schools currently being built in Keizer in the school district's effort to shift enrollment capacities at Whiteaker School, currently the largest middle school in Oregon, and the other five (5) elementary schools in the area. It would be virtually impossible for two officers to cover all the needs of 9 schools located within our city.

Grant Approval Received

A congratulatory letter dated September 12, 2000 was received from the U. S. Department of Justice confirming our receipt of the "COPS in Schools" grant for one (1) new full-time officer (Grant #2000SHWX0710) . The grant provides our department with \$125,000 over a three-year period.

Mayor and City Council
October 12, 2000

Fiscal Impact

The City of Keizer must provide a share of the new officer's costs in ascending allotment. The proposed budget as approved by the Department of Justice is provided as follows:

	Year 1	Year 2	Year 3	Total
				(3 year period)
Total Officer				
Salary/Benefits	\$52,207	\$55,914	\$59,090	\$168,030
Federal Grant	\$45,000	\$42,000	\$38,000	\$125,000
	(86%)	(75%)	(63%)	
City Share	\$7,207	\$13,914	\$21,909	\$43,030
	(14%)	(25%)	(37%)	

Additionally, the Salem-Keizer School District currently reimburses the police department for a portion of the school officers' salaries. At the current rate, their funding for this new officer would be anticipated at \$37,619 per year. In this case, the officer would not cost the city any money during the three-year grant period.

Recommendation

This generous grant provides the opportunity for the Keizer Police Department to hire a third school officer and provide a much needed service to the youth of our city and its ever increasing population.

The "COPS In Schools" grant requires approval by the Keizer City Council and must be accepted within ninety (90) days of the award date. It is highly recommended that this grant be accepted and future funds budgeted for compliance with the grant.

hma:cp

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2000-_____

**ACCEPTING THE U.S. DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY
ORIENTED POLICING SERVICES "COP IN SCHOOLS" GRANT**

WHEREAS, the City of Keizer Police Department submitted a grant application to the U.S. Department of Justice Office of Community Oriented Policing Services to fund one new additional police officer to assist in providing school resource officers to the schools in Keizer;

WHEREAS, a letter was received on September 12, 2000 from the U.S. Department of Justice confirming the receipt of a grant funding one full time officer over a three-year period; NOW, THEREFORE

BE IT RESOLVED the City Council of the City of Keizer hereby approves the receipt of a U.S. Department of Justice Office of Community Oriented Policing Services “COP in Schools” grant to fund one new full time police officer position to provide service to the youth of our community.

PASSED this _____ day of _____, 2000.

SIGNED this _____ day of _____, 2000.

Mayor

City Recorder



October 16, 2000

AGENDA ITEM 8a

RESOLUTION – INITIATING THE VINEYARDS NORTH PHASE 2
STREET LIGHTING DISTRICT

COUNCIL MEETING: October 16, 2000

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND CITY COUNCIL

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

**SUBJECT: INITIATING THE VINEYARDS NORTH PHASE 2 STREET LIGHTING
LOCAL IMPROVEMENT DISTRICT**

ISSUE:

Shall the City Council initiate The Vineyards North Phase 2 Street Lighting Local Improvement District?

DISCUSSION:

A petition was filed on October 6, 2000 by the developer of The Vineyards North Phase 2 subdivision to form a local improvement district for street lights in this area of Keizer. The petition contained the required signatures of the property owner as outlined by City of Keizer Ordinance 94-278.

RECOMMENDATION:

It is recommended that the City Council approve the Resolution initiating The Vineyards North Phase 2 Street Lighting Local Improvement District and direct the City Engineer to prepare a survey of the area.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2000-_____

**DECLARING THE CITY'S INTENT TO INITIATE A STREET LIGHTING
LOCAL IMPROVEMENT DISTRICT (THE VINEYARDS NORTH PHASE 2) AND
DIRECTING THE CITY ENGINEER TO MAKE A SURVEY AND FILE A
WRITTEN REPORT WITH THE CITY RECORDER**

WHEREAS, the City Council of the City of Keizer has received a petition from the developer to initiate a street lighting district in The Vineyards North Phase 2 subdivision in the City of Keizer, Oregon; and

WHEREAS, pursuant to City of Keizer Ordinance 94-278, the necessary signatures of land owner comprising two-thirds of the property to be included within The Vineyards North Phase 2 Street Lighting District have requested the formation of the district; NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that:

1. The City Council declares its intent to initiate The Vineyards North Phase 2 Street Lighting Local Improvement District;
2. The map attached hereto, marked Exhibit "A", and by this reference incorporated herein sets forth the proposed boundaries of the district;
3. The City Engineer is hereby directed to make a survey of the District;
4. The City Engineer shall file a written report with the City Recorder to be considered by the City Council on November 6, 2000.

PASSED this ____ day of _____, 2000.

SIGNED this ____ day of _____, 2000.

Mayor

City Recorder

PETITION TO FORM LOCAL IMPROVEMENT DISTRICT FOR STREET LIGHTING

To the City Council for the City of Keizer:

The undersigned being the owner or contract purchaser of the described property hereinafter set opposite my or its name, hereby petition the Keizer City Council to form a STREET LIGHTING LOCAL IMPROVEMENT DISTRICT for:

The Vineyards North Phase 2

within the City of Keizer.

The legal description of the proposed district is:

The Vineyard North Phase 2

PLEASE ATTACH A MAP OF THE AREA

This petition to form this district is in conformity with the charter, ordinances and regulations of the City of Keizer.

PETITION SUBMITTED BY:

NAME:

The Vineyards LLC

ADDRESS:

P.O. Box 21209 Keizer, OR 97307

PHONE NUMBER:

390-2900

DATE	DEED HOLDER/CONTRACT BUYER	SIGNATURE	ADDRESS OF PROPERTY (IF VACANT - LOT NUMBER/SECTION)
10/6/00	The Vineyards LLC		The Vineyards North Phase
			2 lots 91 - 141

led
10-6-00
-AL



October 16, 2000

AGENDA ITEM 8b

RESOLUTION – INITIATING HIDDEN CREEK ESTATES PHASE 5
STREET LIGHTING DISTRICT

COUNCIL MEETING: October 16, 2000

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND CITY COUNCIL

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

**SUBJECT: INITIATING HIDDEN CREEK ESTATES PHASE 5 STREET LIGHTING
LOCAL IMPROVEMENT DISTRICT**

ISSUE:

Shall the City Council initiate Hidden Creek Estates Phase 5 Street Lighting Local Improvement District?

DISCUSSION:

A petition was filed on October 6, 2000 by the developer of Hidden Creek Estates Phase 5 subdivision to form a local improvement district for street lights in this area of Keizer. The petition contained the required signatures of the property owner as outlined by City of Keizer Ordinance 94-278.

RECOMMENDATION:

It is recommended that the City Council approve the Resolution initiating Hidden Creek Estates Phase 5 Street Lighting Local Improvement District and direct the City Engineer to prepare a survey of the area.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2000-_____

**DECLARING THE CITY'S INTENT TO INITIATE A STREET LIGHTING
LOCAL IMPROVEMENT DISTRICT (HIDDEN CREEK ESTATES PHASE 5) AND
DIRECTING THE CITY ENGINEER TO MAKE A SURVEY AND FILE A
WRITTEN REPORT WITH THE CITY RECORDER**

WHEREAS, the City Council of the City of Keizer has received a petition from the developer to initiate a street lighting district in Hidden Creek Estates Phase 5 subdivision in the City of Keizer, Oregon; and

WHEREAS, pursuant to City of Keizer Ordinance 94-278, the necessary signatures of land owner comprising two-thirds of the property to be included within Hidden Creek Estates Phase 5 Street Lighting District have requested the formation of the district; NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that:

1. The City Council declares its intent to initiate Hidden Creek Estates Phase 5 Street Lighting Local Improvement District;
2. The map attached hereto, marked Exhibit "A", and by this reference incorporated herein sets forth the proposed boundaries of the district;
3. The City Engineer is hereby directed to make a survey of the District;
4. The City Engineer shall file a written report with the City Recorder to be considered by the City Council on November 6, 2000.

PASSED this ____ day of _____, 2000.

SIGNED this ____ day of _____, 2000.

Mayor

City Recorder

PETITION TO FORM LOCAL IMPROVEMENT DISTRICT FOR STREET LIGHTING

To the City Council for the City of Keizer:

The undersigned being the owner or contract purchaser of the described property hereinafter set opposite my or its name, hereby petition the Keizer City Council to form a STREET LIGHTING LOCAL IMPROVEMENT DISTRICT for:

Hidden Creek Estates Phase 5

within the City of Keizer.

The legal description of the proposed district is:

Hidden Creek Estates Phase 5

PLEASE ATTACH A MAP OF THE AREA

This petition to form this district is in conformity with the charter, ordinances and regulations of the City of Keizer.

PETITION SUBMITTED BY:

NAME: Hidden Creek Properties

ADDRESS: P.O. Box 21209 Keizer OR 97307

PHONE NUMBER: 390-2900

DATE	DEED HOLDER/CONTRACT BUYER	SIGNATURE	ADDRESS OF PROPERTY (IF VACANT - LOT NUMBER/SECTION)
10/6/00	Hidden Creek Properties	[Signature]	Hidden Creek Phase 5 lots 108-116

Red
10-6-00



October 16, 2000

AGENDA ITEM 8C

**RESOLUTION – AUTHORIZING THE CITY MANAGER TO ENTER
INTERGOVERNMENTAL AGREEMENT FOR INFILL GRANT**

MEMO TO: Mayor Newton and City Councilors

THROUGH: Chris Eppley, City Manager

FROM: Maria Meier, Senior Planner

RE: Resolution to Authorize the City Manager to enter into
Intergovernmental Agreement for Infill Grant

DATE: October 10, 2000

The Intergovernmental Agreement for the City of Keizer, Infill Master Plan has been finalized by the Oregon Department of Transportation (ODOT). The City of Keizer has been awarded a Transportation and Growth Management (TGM) grant to contribute funds to work with a private consultant to facilitate the process for the development of an Infill Master Plan for the City of Keizer. The amount payable by ODOT to a personal services contractor for deliverables described in the Statement of Work of the contract is \$60,780. Keizer's matching amount is the maximum amount of matching funds, which the City is required to expend to fund the project and is 10.27% of the total project cost, or up to \$6,957 (personnel hours and indirect costs).

RECOMMENDATION:

Recommend the City Council approve the resolution authorizing the City Manager to sign the intergovernmental agreement to initiate the process for the development of an Infill Master Plan for the City of Keizer.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2000-_____

**AUTHORIZING THE CITY MANAGER TO ENTER INTO INTERGOVERNMENTAL
AGREEMENT FOR INFILL MASTER PLAN**

WHEREAS, the City of Keizer applied in June 1999 and was awarded a Transportation and Growth Management grant. This grant will contribute funds to work with a private consultant to facilitate the process for the development of an Infill Master Plan for the City of Keizer;

WHEREAS, the Infill Master Plan has been finalized by the Oregon Department of Transportation and is now ready for execution ; 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 Intergovernmental Agreement, a copy of which is attached as Exhibit "A", with the State of Oregon through the Oregon Department of Transportation to develop an Infill Master Plan for the City of, subject to the guidelines as set forth in the agreement.

PASSED this _____ day of _____, 2000.

SIGNED this _____ day of _____, 2000.

Mayor

City Recorder

INTERGOVERNMENTAL AGREEMENT

City of Keizer, Infill Master Plan

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT", and City of Keizer, hereinafter referred to as "Keizer".

RECITALS

1. The Transportation and Growth Management Program, hereinafter referred to as the "TGM Program", is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objectives of these projects are to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact, pedestrian, bicycle, and transit friendly urban development.
3. This TGM grant is financed with federal Transportation Equity Act for the 21st Century (TEA-21) funds. State General funds are used as match for TEA-21 funds.
4. By authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement, or their officers or agents have the duty or authority to perform.
5. The Keizer has been awarded a TGM grant which is conditional upon the execution of this agreement.
6. The parties desire to enter into this agreement for their mutual benefit.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERM OF AGREEMENT; DEFINITIONS

1. The beginning date of this agreement is that date on which all parties have signed. The termination date of this agreement is June 30, 2001.
2. The **project** is described in Exhibit A attached hereto and by this reference made a part hereof.

3. The **total project cost** is the sum of qualified costs incurred by the Keizer and the personal services contractor(s) for this project.
4. The **grant amount** is the sum of the Keizer's amount (defined below) and the personal services contract amount (defined below) payable by ODOT. The grant amount shall not exceed \$60,780.
5. The **Keizer's amount** is the maximum amount payable by ODOT to Keizer for the project and shall not exceed \$0.
6. The **personal services contract amount** is the amount payable by ODOT to a personal services contractor(s) and is equal to the total amount payable for all deliverables described in Exhibit A for which the personal services contractor(s) is identified as responsible. The personal services contract amount is \$60,780.
7. Keizer's **matching amount** is the maximum amount of matching funds which the Keizer is required to expend to fund the project and is 10.27% of the total project cost, or up to \$6,957.
8. **Qualified costs** are direct project costs, including matching amounts, incurred by the Keizer and personal services contractor(s) during the term of this agreement.
9. **Direct project costs** are costs which are directly associated with the project. These may include the salaries and benefits of personnel assigned to the project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not direct project costs. Any jurisdiction or Metropolitan Planning Organization that has federally approved indirect cost plans may treat such indirect costs as direct project costs.

KEIZER REPRESENTATIONS, WARRANTIES, AND COVENANTS

1. Keizer shall perform the work and provide the deliverables described in Exhibit A, for which Keizer is identified in Exhibit A as being responsible.
2. Keizer shall be responsible for any nonqualifying costs associated with the work described in Exhibit A and any costs above the Keizer amount.
3. Keizer shall perform the work identified in Exhibit A as Keizer's responsibility under this agreement as an independent contractor. Keizer shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform any work identified in Exhibit A as Keizer's responsibility and for providing for employment-related benefits and deductions that are required by law, including, but

not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

Keizer shall be responsible, to the extent permitted by the Oregon Tort Claims Act, ORS 30.260-30.300, only for the acts, omissions or negligence of its own officers, employees or agents.

4. Keizer shall present cost reports, reimbursement requests, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. Keizer shall not submit requests for payment that exceed the Keizer's amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.
5. Keizer agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, Keizer agrees to:
 - a. Meet with the ODOT's Contract Administrator; and
 - b. Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the project.
6. Keizer shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, Keizer shall maintain any other records pertinent to this agreement in such a manner as to clearly document Keizer's performance. Keizer acknowledges and agrees that ODOT and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Keizer that are pertinent to this agreement to perform examinations and audits and make copies, excerpts and transcripts.

Keizer shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.

7. Keizer shall not enter into any subcontracts to accomplish work described in Exhibit A, unless written approval is first obtained from ODOT.
8. If ODOT engages a personal services contractor(s) to accomplish work described in Exhibit A, Keizer shall:
 - a. Provide ODOT's Contract Administrator with the opportunity to participate in the personal services contractor selection;
 - b. Select personal services contractor(s) in accord with ODOT procedures, and advise ODOT of Keizer's recommendation;

- c. Provide ODOT's Contract Administrator with the opportunity to review and approve personal services contractor's work, billings and progress reports; and
 - d. Provide a project manager to:
 - i. be Keizer's principal contact person for ODOT's Contract Administrator and the personal services contractor for the project;
 - ii. monitor and coordinate the work of the personal services contractor;
 - iii. review and approve bills and deliverables (work products) produced and submitted by the personal services contractor; and
 - iv. advise ODOT's Contract Administrator regarding payments to the personal services contractor.
9. Keizer acknowledges and agrees that Keizer shall not be reimbursed for, and shall not request reimbursement for, project costs or expenses related to this agreement which are incurred prior to the execution of this agreement.
10. All project work products of Keizer that result from this agreement are the exclusive property of ODOT. ODOT and Keizer intend that such work products be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, the work products are not deemed "work made for hire", Keizer hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the work products, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Keizer shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT.

Keizer forever waives any and all rights relating to the work products, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

ODOT hereby grants to Keizer a royalty free, non-exclusive license to reproduce any work products for distribution upon request to members of the public.

11. Keizer shall ensure that any work products produced pursuant to this agreement include the following statement:

This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Transportation Equity Act for the 21st Century (TEA-21), local government, and the State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

12. Keizer shall submit two hard copies of all final products produced in accordance with this agreement to ODOT's Contract Administrator, unless otherwise specified in Exhibit A. Keizer shall also submit to ODOT's Contract Administrator all final products produced in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on IBM-compatible 3.5" computer diskettes. The Oregon Department of Land Conservation and Development may display appropriate products on its "home page".
13. Keizer shall submit to ODOT's Contract Administrator all payment claims within 45 days after the termination date of this agreement.
14. Within 45 days after the termination date of this agreement, Keizer shall provide, in a format provided by ODOT, a completion report. The report shall contain:
 - a. A summary of qualified costs incurred for the project, including reimbursable costs and matching amount;
 - b. The intended location of records (which may be subject to audit);
 - c. A list of final deliverables; and,
 - d. Prepare payment requests to ODOT's Contract Administrator for reimbursement.
15. Within 45 days after the termination date of this agreement, Keizer shall pay to ODOT the matching amount less previously reported qualifying matching amount. ODOT shall use any funds paid to it under this paragraph to substitute for an equal amount of federal TEA-21 funds used for the project or use as matching funds.
16. Keizer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, as amended from time-to-time, which are incorporated by reference herein.
17. Without limiting the generality of the foregoing, Keizer expressly agrees to comply with:
 - a. Title VI of Civil Rights Act of 1964;
 - b. Section V of the Rehabilitation Act of 1973;
 - c. The Americans with Disabilities Act of 1990 and ORS 659.425;
 - d. All regulations and administrative rules established pursuant to the foregoing laws; and,
 - e. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

18. Keizer, and all employers working under this agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
19. Keizer represents and warrants to ODOT that:
 - a. it is duly formed and operating under applicable State of Oregon law;
 - b. Keizer has full legal right and authority to execute and deliver this agreement and to observe and perform its duties, covenants, obligations and agreements hereunder and to undertake and complete the project;
 - c. the agreement has been authorized pursuant to its official action that has been adopted and authorized in accordance with applicable state law;
 - d. the agreement is duly authorized and executed and delivered by an authorized officer(s) of Keizer and constitutes its legal, valid and binding obligations enforceable in accordance with its terms;
 - e. the authorization, execution and delivery of the agreement by it, the observation and performance of its duties, covenants, obligations and agreements hereunder, and the undertaking and completion of the project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgement, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or assets; and,
 - f. the statement of work attached to this agreement as Exhibit A has been approved by ODOT's Contract Administrator.

ODOT COVENANTS

1. ODOT shall reimburse Keizer for qualified costs for work described in Exhibit A, up to the Keizer's amount.
2. ODOT shall make interim payments within 45 days of satisfactory completion (as determined by Keizer's project manager and ODOT's Contract Administrator) of deliverables identified as being the Keizer's responsibility in the approved statement of work, described in Exhibit A. Subject to the 10% withholding described in paragraph 3, below, the amount of the interim payment for a deliverable will be the qualified costs in the payment request. The balance due to Keizer under this paragraph shall be payable within 45 days of ODOT's Contract Administrator's approval of the completion report described in paragraph 14 of Keizer Representations, Warranties, and Covenants.
3. Further, ODOT reserves the right to withhold payment equal to 10% of the total project amount until all work required hereunder (and under any personal services

contract(s) related to the project) is completed and accepted by the ODOT's Contract Administrator.

4. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.
5. ODOT certifies that, at the time this agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this agreement within the appropriation or limitation of its current biennial budget.
6. ODOT will provide Keizer the statements of proposal for the Keizer's project that meet the minimum requirements of the Request for Proposals, advertised by the Transportation Growth Management Program for this project.
7. ODOT will assign a Contract Administrator for this agreement who will be ODOT's principal contact person regarding administration of this agreement.
8. If ODOT engages a personal services contractor(s) to perform the work described in Exhibit A, it agrees to pay personal service contractor(s) the personal services contract amount, subject to the terms and conditions of the applicable personal services contract(s).
9. If ODOT engages a personal service contractor(s) to complete work described in Exhibit A, ODOT's Contract Administrator shall:
 - a. At his/her discretion, participate in selection of a personal services contractor(s), monitor personal services contractor's work, review and approve personal services contractor billings and progress reports; and
 - b. Prepare and obtain execution of a personal services contract(s).

GENERAL PROVISIONS

1. Budget modifications and major adjustments from the work described in Exhibit A must be processed as an amendment to this agreement and personal services contract(s).
2. This agreement may be terminated by mutual written consent of all parties. ODOT may terminate this agreement effective upon delivery of written notice to Keizer, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:
 - a. Failing to complete work specified in Exhibit A within the time specified in this agreement, including any extensions thereof, or failing to perform any of the provisions of this agreement and Keizer does not correct any such failure within

10 days of receipt of written notice or the date specified by ODOT in such written notice.

- b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.
- c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided for in this agreement.

Any termination of this agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

- 3. As federal funds are involved in this grant, Exhibits B and C are attached hereto and by this reference made a part of this agreement and are hereby certified to by Keizer's representatives.
- 4. Except as otherwise expressly provided in this agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or Keizer at the address or number set forth on the signature page of this agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 5. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (and/or any other agency or department of the State of Oregon) and Keizer that arise from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- 6. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been

obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this agreement shall not constitute a waiver by ODOT of that or any other provision.

The Oregon Transportation Commission on March 18, 1999, approved Subdelegation Order No. 2, in which the Director grants authority to the Branch and Region Managers to approve and execute agreements for projects included in the Statewide Transportation Improvement Program.

Keizer

City of Keizer

By: _____

(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____

Craig Greenleaf, Deputy Director
Transportation Development Division

Date: _____

Maria Meier
City of Keizer
PO Box 21000
Keizer, OR 97307-1000
Phone: 503-390-3700
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Bill Adams, Contract Administrator
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E-Mail: william.b.adams@odot.state.or.us

CITY OF KEIZER INFILL AND REDEVELOPMENT MASTER PLAN

SCOPE OF WORK

DEFINITIONS

CAC:	Citizen Advisory Committee
CIP:	Citizen Involvement Program
Code Audit:	A review of existing plan policies, development standards, and permit procedures to determine which ones are working well, and which ones need to be replaced to meet the community's objectives for infill and redevelopment.
DLCD:	Department of Land Conservation and Development
Infill:	Development of vacant or remnant lands passed over by previous development in urban areas.
Keizer:	City of Keizer
MWVCOG:	Mid-Willamette Valley Council of Governments
Objectives:	Generally described desired outcomes or guiding principles; they should be responsive to identified problems.
Redevelopment:	The act or process of redeveloping; <i>esp</i> : renovation of a blighted area. Replacement, remodeling, or reuse of existing structures to accommodate new development.
Strategies:	The measures (actions taken as a means to an end) used to encourage quality infill and redevelopment.
UGB:	Urban Growth Boundary

Project Cooperation

This statement of work describes the responsibilities of all entities involved in this cooperative project.

Any Contractor tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this statement of work shall be subject to the following guidelines:

1. At the first indication of non-cooperation, the Contractor shall provide written notice (email acceptable) to Agency Contract Administrator of the specific acts or inaction

indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the statement of work.

2. Agency Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and/or expedite items determined to be delaying the Contractor/project.
3. If Contractor has followed the notification process described in item 1, and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the statement of work, the Contractor will not be found in breach or default of contract; nor shall the Contractor be assessed or liable for any damages. Neither shall Agency be responsible or liable for any damages to Contractor as the result of such non-cooperation by other entities. The Agency Contract Administrator will negotiate with Contractor in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Contractor.

PROJECT BACKGROUND

The City of Keizer (Keizer) has a population of nearly 30,000 and shares an urban growth boundary (UGB) with the City of Salem. Keizer has one of the highest growth rates in the state, and is quickly running out of vacant residential land. The most recent residential land inventory indicates that there are 245 acres of vacant land and 261 acres of buildable residential land within the city limits. As a result, the amount of infill development over the past several years has been enormous, and this trend will continue.

Infill development is often very resource efficient because underutilized land is developed into a higher use. However, given the size and shape of the numerous existing lots in older neighborhoods, the infill that is occurring is not transportation efficient, and there are very few connections between development for pedestrians, cars, and bicyclists. The net result is that the land is not utilized to its highest potential. Furthermore, given the unique site constraints of many of these infill lots, the existing standards in the Keizer Development Code relating to lot size, shape, width, depth, access standards and setbacks are excessively burdensome, difficult to administer, and do not achieve the results of their intent.

Redevelopment also presents opportunities to address transportation issues. For instance, urban renewal work currently underway in Keizer is addressing access management issues on River Road, pedestrian curb extensions and crosswalks in the commercial corridors, bus shelters and turnouts on River Road, as well as a host of other projects that will help create a "town center" feel in Keizer's commercial corridor.

Keizer is nearing completion of its Transportation System Plan. In addition, Keizer is nearing completion of Phase II of the Urban Renewal Strategic Plan. The Urban Renewal Strategic Plan is a strategy for developing projects in the Urban Renewal District for the remainder of the district's life. The proposed Infill and Redevelopment Master Plan will help implement aspects of both the Transportation System Plan and the Urban Renewal District.

PROJECT DESCRIPTION / TRANSPORTATION RELATIONSHIP AND BENEFITS

One of the goals of both the Planning Commission and the City Council this next year is to develop an Infill and Redevelopment Master Plan for Keizer. This plan will provide a strategy for removing obstacles to good quality infill and redevelopment in Keizer. It will also serve as an opportunity to address transportation connectivity issues related to infill and redevelopment. Once completed, this project will benefit the transportation system by providing more opportunities for future infill residents to link trips, use alternative modes, and have shorter trips. This project entails ten tasks that will help bring to fruition many of the transportation and growth management objectives incorporated in the Keizer Transportation Systems Plan, Urban Renewal Strategic Plan, and Comprehensive Plan.

The following ten tasks are the approach that will be taken in creating an infill and redevelopment strategy for Keizer:

- Task 1: Administer the project statement of work.
- Task 2: Develop and implement a Citizen Involvement Program (CIP) to engage the input of local citizens in the development and implementation of the Infill and Redevelopment Master Plan. A key component of the CIP is the formation of a Citizen Advisory Committee (CAC) to assist planners, Contractor, and decision-makers in the process.
- Task 3: Finalize an inventory of buildable residential lands and display information on a map for use in subsequent tasks.
- Task 4: Identify obstacles to infill and redevelopment and potential solutions by brainstorming responses to questions on economic issues, physical characteristics, and regulatory barriers.
- Task 5: Develop a set of objectives and strategies that represent Keizer's goals for infill and redevelopment and which support the transportation connectivity goals and objectives of the Keizer Transportation Systems Plan, Urban Renewal Strategic Plan and Comprehensive Plan.

- Task 6: Conduct a "code audit" - a review of existing plan policies, development standards, and permit procedures - to determine which ones are working well, and which ones need to be replaced or revised to meet Keizer's objectives for infill and redevelopment.
- Task 7: Determine what actions are needed to achieve the objectives. It is anticipated that appropriate actions will be zoning code revisions, updates to subdivision and public works standards, procedural changes, changes to the comprehensive plan, development of a conceptual neighborhood infill plan, and similar policy changes.
- Task 8: Carry out the actions needed to achieve the objectives. This must involve the development of draft code amendment language for necessary revisions, updates, and changes identified in Task 7 and the development of a conceptual neighborhood infill plan.
- Task 9: Prepare a draft of the Infill and Redevelopment Master Plan by incorporating products of previous tasks.
- Task 10: Prepare a final draft of the Infill and Redevelopment Master Plan for acknowledgment by the City Council and adopt ordinances that implement the policy recommendations contained in the Master Plan.

PROJECT OBJECTIVES

1. Develop a master plan for infill and redevelopment in Keizer.
2. Accommodate high levels of infill and redevelopment activity in Keizer in a manner that is transportation efficient, compatible with existing neighborhoods, and administratively efficient.
3. Integrate development principles and strategies for efficient transportation networks that have evolved from and are contained within other Keizer planning efforts (namely the Keizer Development Code, Comprehensive Plan, Transportation System Plan, and Urban Renewal Strategic Plan).
4. Prepare ordinances for adoption into the Comprehensive Plan and Development Code that result in efficient use of land and public infrastructure within the Keizer urban growth boundary.
5. Engage a broad spectrum of citizens in the development of the Infill and Redevelopment Master Plan.

STATEMENT OF WORK

Unless otherwise stated, all Contractor deliverables shall be on 8 1/2 by 11-inch paper.

Task 1. Project Administration (Keizer lead).

Objective: Provide ongoing direction and monitoring of the project.

Methodology: Keizer staff shall ensure good communication between the Contractor, general public, and themselves. Keizer staff shall also monitor the timely performance of work tasks, review Contractor deliverables for quality, and apply fiscal controls to make certain that the project is completed in a way that maximizes available funding.

Keizer Deliverables:

- Monthly progress reports to the Contract Administrator.
- Review of Contractor deliverables and invoices.
- Ongoing written and oral communication with Contractor via the telephone, fax, e-mail, memorandums, etc.

Contractor Deliverables: None

Timeframe: Ongoing throughout project.

Keizer Personnel Allocation: Senior Planner, 42 hrs

Task 2. Develop and Conduct a Citizen Involvement Program- (Keizer lead).

Subtask A. Prepare a Citizen Involvement Program for Project.

Objective: Ensure broad public participation in and support for the development of the Infill and Redevelopment Master Plan.

Methodology: Keizer staff prepares a CIP that incorporates the following elements: stakeholder meetings, public workshops, the submission of newspaper articles to local newspapers, posting informational flyers at strategic locations around Keizer, a Citizen Advisory Committee, and public hearings before the Planning Commission and City Council.

Agenda development for stakeholder meetings and public workshops, unless otherwise stated, is the responsibility of the Contractor. As well, the Contractor shall develop presentation materials as called for in the appropriate subsequent tasks and as necessary to facilitate meetings and workshops. Contractor shall provide written presentation materials to Keizer staff in both

electronic (MS Word) and hard copy form at least three working days prior to a meeting. Keizer Staff shall copy material for distribution, unless otherwise stated. The Contractor shall review and provide comment on the draft CIP before it is finalized.

Two stakeholder meetings: Stakeholders are those property owners whose lots are identified in the buildable land inventory (Task 3) as showing the ability for infill or redevelopment. The purpose of the first meeting (Task 2) is to inform the stakeholders of the project and to listen and respond to any concerns stakeholders may have regarding the project. The purpose of the second meeting (Task 8) is to present and collect input on a draft Neighborhood Infill Concept Plan. Keizer staff shall create the list of stakeholders from the inventory, notify stakeholders of the meetings, secure meeting locations, attend the meetings to respond to any questions, and provide a written summary of the meetings. The Contractor shall be responsible for development of the meeting agendas, presentations, and facilitation of discussion.

Three public workshops: Public workshops are scheduled at appropriate points in the project for collecting citizen input.

Public Workshop #1: Issues and potential solutions for infill and redevelopment (Task 4)

Public Workshop #2: Objectives and strategies for infill and redevelopment (Task 5)

Public Workshop #3: Draft Infill and Redevelopment Master Plan (Task 8)

Keizer staff shall secure workshop locations, prepare and post flyers at strategic locations around Keizer (such as the post office) which announce the workshops, attend workshops to answer any questions and participate in discussions, and prepare a written summary of the workshop discussions. The Contractor shall develop the workshop agendas, make presentations, and facilitate discussion.

Prior to the first and third public workshops, the Keizer shall supply brief articles to local newspapers (the Keizer Times and Statesman Journal) that detail the progress of the project, make invitation to upcoming public input opportunities, describe the scope of the public input opportunities, and explain the availability of any draft products.

Public hearings: Public hearings in front of the Planning Commission and City Council must be scheduled toward the end of the project as the final draft of the Infill and Redevelopment Master Plan is presented. Keizer staff shall provide proper notice of the hearings to state agencies, local newspapers, stakeholders, and interested persons. Keizer staff shall prepare agendas, minutes, and make introductions of the Contractor at the hearings. Keizer staff shall prepare resolutions and ordinances and the Contractor shall prepare the final Master Plan and the substance of the code amendments.

Keizer Deliverables:

- A finalized Citizen Involvement Program
- Stakeholders list
- Logistics, notification of, attendance at, and written summary of 2 stakeholder meetings
- 2 newspaper articles
- 3 sets of flyers announcing public workshops

- Logistics, attendance at, and written summary of 3 public workshops
- Notice, agendas, attendance at, and minutes from 1 to 2 public hearings before the Planning Commission
- Notice, agendas, attendance at, and minutes from 1 to 2 public hearings before the City Council

Contractor Deliverables:

- Review comments on CIP (pencil notes on draft CIP)
- Facilitation of 2 stakeholder meetings/agendas and materials (handouts and other deliverables prepared in later tasks) for each meeting
- Attendance and facilitation of 3 public workshops/agendas and materials for each meeting
- Attendance at 2 public hearings before the Planning Commission and/or City Council.

Timeframe: Ongoing throughout Project

Keizer Personnel Allocation: Senior Planner, 12 hrs

Subtask B. Form a Citizen Advisory Committee for Project.

Objective: Assist Keizer staff, Contractor, and decision-makers in the process by 1) ensuring that the Infill and Redevelopment Master Plan addresses important issues and includes perspectives from a full range of interests, 2) reviewing and making recommendations on task deliverables, and 3) supporting public involvement efforts as part of the code-revision and implementation process.

Methodology: An existing task force known as the "Infill Committee" will serve as the core of the CAC. Keizer shall expand the membership to include a broad cross-section of Keizer residents and stakeholder groups (development review staff, urban service providers, developers, private architects and planners, community services and housing providers, realtors and lenders, and citizen stakeholders). Keizer shall appoint technical staff, such as representatives from the Keizer Fire District, Public Works Department, and Engineering Department, to round out the membership of the CAC. The CAC shall meet at key points in the development of the Infill and Redevelopment Master Plan, as described under individual tasks, to make recommendations. Keizer staff shall manage the CAC (membership list, meeting room reservations, agenda distribution, written meeting summaries, and any other meeting logistics); Contractor shall facilitate the meetings (prepare agendas, make presentations, lead discussion).

Keizer Deliverables:

- CAC Membership List.
- Written CAC meeting summaries
- Meeting logistics
- Distribute meeting agendas and other materials

Contractor Deliverables:

- Facilitation of 5 CAC meetings/agendas and materials for each meeting.

Timeframe: Ongoing throughout project

Keizer Personnel Allocation: Senior Planner, 7 hrs
Associate Planner, 2 hrs
Building Permit Specialist, 1 hrs

Task 3. Finalize an Inventory and Map of Buildable Residential Lands (Keizer task)

Objective: Identify where infill and redevelopment in Keizer is likely to occur by providing a written and visual account of underutilized residential lands.

Methodology: Keizer staff shall update the January 25, 1999 draft of the Keizer 2020 Population Allocation Study. The 2020 Population Allocation Study, in addition to population allocation, presents assumptions for and summaries of the number of acres of buildable residential land (both vacant and underutilized) for each residential plan designation existing in the city limits. Maps reflecting the location of the buildable residential land were also provided in the 2020 Population Allocation Study. Keizer staff shall review the maps and data in the draft 2020 Population Allocation Study and update the maps and data with recent data collected from land division permits and building permits approved since 1997 (base year of data used in the draft 2020 Population Allocation Study).

Keizer shall acquire the necessary GIS and other data files from the Mid-Willamette Valley Council of Governments (MWVCOG). Should these files not be acquired, Keizer shall update the data and produce the map(s) in manual form. The finalized inventory of buildable residential lands will assist in the analysis and actions outlined in subsequent tasks.

Keizer Deliverables:

- Draft and final inventory reports on Buildable Residential Land in Keizer that summarize the following:
 - a) Data sources (County Assessor, GIS, land division and building permit data, aerial photographs.)
 - b) Methods used in conducting the buildable residential lands inventory.
 - c) Definitions (vacant land, underutilized land, infill land, redevelopable land)
 - d) Assumptions about the availability of land.
 - e) Buildable land acreage data in table format, cross-tabulated by residential plan designation and by type of land (vacant, underutilized).
 - f) A map or maps in reproducible format that show the location of buildable residential lands classified by residential plan designation and status (vacant, underutilized).

Contractor Deliverables: None.

Timeframe: 6 weeks

Keizer Personnel Allocation: Senior Planner, 16 hrs
Associate Planner, 64 hrs

**Task 4. Identify Obstacles to Infill and Redevelopment and Potential Solutions
(Contractor lead).**

Objective: Develop a description of the opportunities and challenges for infill and redevelopment in the community.

Methodology: Keizer shall hold Public Workshop #1, together with the first CAC meeting, to gather information on the obstacles to infill and redevelopment and potential solutions. The process to be followed in gathering this information is outlined in The Infill and Redevelopment Code Handbook, (TGM, November 1999). The Contractor shall lead the Public Workshop attendees in brainstorming responses to questions. These questions are organized in three layers: Economic, Physical, and Regulatory. Prior to the workshop, the Contractor shall prepare two to three case studies based on existing Keizer files to illustrate infill issues and potential solutions. The case studies must be presented at the workshop. As part of the workshop, the Contractor shall conduct a "like-it" survey that uses photographs and drawings to determine community preferences for different building types and infill solutions.

The Contractor shall write an issues paper on the key findings to help define Keizer's strategy for infill and redevelopment in Task 5. The paper must include case study examples and results of the "like-it" survey.

Keizer Deliverables:

- CAC meeting logistics, attendance, and written summary, as described under Task 2.
- Public Workshop #1 logistics, notice, attendance and written summary, as described under Task 2.
- Copies of existing land use files for two to three case studies

Contractor Deliverables:

- An issues paper on obstacles and potential solutions to Infill & Redevelopment. The paper must include the case study examples prepared for the workshop and a list of key findings that result from the workshop brainstorming session and "like-it" survey.

Timeframe: 4 weeks

Keizer Personnel Allocation: Senior Planner, 19.5 hrs
Associate Planner, 2 hrs
Public Works Director, 3.5 hrs

City Engineer, 3.5 hrs
Facility Maintenance Worker, 2 hrs
Building Permit Specialist, 0.5 hr

Task 5. Develop a Set of Objectives and Strategies for Infill and Redevelopment Issues (Contractor lead).

Objective: Develop a set of objectives and strategies for infill and redevelopment issues that address the obstacles identified in Task 4.

Methodology: The Contractor shall facilitate a second CAC meeting (process described in Task 2) to develop objectives and strategies for infill and redevelopment that respond to the issues identified in Task 4 and which support the transportation connectivity goals and objectives of the Keizer Transportation Systems Plan, Urban Renewal Strategic Plan, and Comprehensive Plan.

It is anticipated that most of the obstacles identified in Task 4 can be addressed by regulatory solutions. However, some problems relating to the market and physical conditions of the landscape will require solutions that are non-regulatory (need to update capital improvement plans, adopt financial incentives, etc.). The Contractor shall lead the CAC to recommend objectives for both regulatory and non-regulatory problems.

Once a complete set of objectives and strategies have been developed, Keizer shall hold Public Workshop #2 (process as described in Task 2) to present and gather input on the objectives and strategies. The Contractor shall refine the set of objectives and strategies based on comments received at Public Workshop #2 and produce a final copy of the objectives and strategies for use in subsequent tasks.

Keizer Deliverables:

- CAC meeting logistics, attendance, and written summary.
- Public Workshop #2 logistics, notice, attendance, and written summary.

Contractor Deliverables:

- Draft and final copy (in memorandum form) of objectives and strategies responding to identified infill and redevelopment issues.

Timeframe: 6 weeks

Keizer Personnel Allocation:

Senior Planner, 18.5 hrs
Associate Planner, 2 hrs
Public Works Director, 3.5 hrs
City Engineer, 3.5 hrs
Facility Maintenance Worker, 2 hrs

Building Permit Specialist, 0.5 hr

Task 6. Conduct a Comprehensive Plan/Development Code Audit (Contractor lead).

Objective: Determine which existing policies, standards, and procedures are working well and which ones need to be replaced or revised to meet the community's objectives for infill and redevelopment.

Methodology: The Contractor shall develop audit worksheets designed to evaluate the effectiveness of Keizer's plans and development regulations at meeting the community's objectives for infill and redevelopment. The Contractor shall complete the worksheets by auditing the Keizer Development Code (including zoning provisions, land division provisions, and development review procedures), Comprehensive Plan, Transportation System Plan, and Public Works Standards and Specifications Manual. The audit of code obstacles must be summarized in a matrix format.

The Contractor shall facilitate a meeting of the CAC (process as described under Task 2) to test the effectiveness of existing codes by using case studies of real infill developments to evaluate the strengths and weaknesses of the development code and permitting processes. Keizer staff shall put together a representative sample of infill and redevelopment project applications, including those which have been approved, denied, or withdrawn. The Contractor shall develop a list of questions for the CAC to ask and discuss about each development, based on the objectives and strategies defined in Task 5. Keizer shall record a summary of the CAC discussion.

Once the information has been gathered through the audit worksheets and case studies, the Contractor shall write a code audit report. Findings contained in this report must be reviewed and commented on by the CAC in one of their meetings, and by Keizer staff. The report will be used by the CAC as a guide for decision making in Tasks 7 and 8, and must be organized similar to the example provided in Appendix B of The Infill and Redevelopment Code Handbook, (TGM, November 1999).

Keizer Deliverables:

- Representative samples of infill and redevelopment proposals
- Review comments on Code Audit Report.

Contractor Deliverables

- Audit worksheets
- List of questions for the CAC to ask in the case study reviews
- Code audit report

Timeframe: 8 weeks

Keizer Personnel Allocation:

- Senior Planner, 15.5 hrs
- Associate Planner, 13 hrs
- Zoning Technician, 3 hrs
- Public Works Director, 6.5 hrs
- City Engineer, 6.5 hrs
- Building Permit Specialist, 0.5 hr

Task 7. Determine Actions Needed to Achieve the Objectives (Contractor lead).

Objective: Based on the results of the code audit report, determine what actions need to be taken to facilitate the infill and redevelopment objectives.

Methodology: First, the Contractor shall consider whether the infill and redevelopment objectives set in Task 5 are still valid by using the audit results to validate or update these objectives. Next, the Contractor shall use a team workshop to determine what actions should be taken to achieve the objectives. Keizer staff and the Contract Administrator will be invited to the workshop. It is anticipated that zoning revisions, updates to subdivision and public works standards, incentive programs, capital improvement projects, procedural changes, revisions to comprehensive plans, policy changes, and the preparation of a conceptual neighborhood infill plan will be appropriate actions as part of an overall infill and redevelopment strategy. The Contractor shall summarize the actions necessary for achieving the objectives in a memorandum.

The CAC shall meet and provide input on the Contractor's memorandum of necessary actions and shall evaluate and make recommendations on whether Keizer should move toward developing specific area plans and/or an overlay zone as part of another distinct work program separate from this project.

Keizer Deliverables:

None

Contractor Deliverables:

- Team workshop.
- Action Strategy Memorandum summarizing the actions necessary to achieve the objectives. An updated set of objectives must be included.

Timeframe: 2 weeks

Keizer Personnel Allocation:

- Senior Planner, 8.5 hrs
- Public Works Director, 3.5 hrs
- City Engineer, 3.5 hrs
- Building Permit Specialist, 0.5 hr

Task 8. Develop Code Amendments and Neighborhood Infill Concept Plan (Contractor lead).

Objective: Carry out the action strategy developed in Task 7 so the community's objectives for infill and redevelopment are met.

Methodology: The Contractor shall develop specific code language to address the results of tasks 4 through 7. The language must address transportation connectivity, design standards and guidelines, and processing of permits.

The Contractor shall prepare a Neighborhood Infill Concept Plan. The Neighborhood Infill Concept Plan must depict a real neighborhood in the community that demonstrates many of the obstacles to infill development common to other neighborhoods in Keizer. The Concept Plan must visually pose the application of draft code standards as potential solutions to transportation connectivity and neighborhood integration issues relating to infill. The Contractor shall evaluate and choose, with Keizer approval, a neighborhood in Keizer to use as a model for the application of the draft code standards. Keizer staff shall produce a map of the neighborhood from the Buildable Residential Lands Map completed in Task 3 and the Contractor shall apply the draft code standards to it. The Concept Plan must incorporate a level of detail necessary to clearly indicate the application of key draft code standards (e.g. residential density, setbacks, lot dimensions, maximum lot coverage, placement and sizing of utilities, location of public right-of-way, access circulation, building design, etc.).

The Contractor shall facilitate a meeting of a stakeholder group, as identified in Task 2, to review and provide input on the Concept Plan developed by the Contractor. As well, the Contractor shall facilitate Public Workshop #3 (as described in Task 2) to present and collect input from neighboring residents and any other interested persons on the draft Code Amendments and Neighborhood Infill Concept Plan. Access management standards and access circulation plans contained in Keizer's Transportation System Plan and Urban Renewal Plan must be heavily drawn from in the development of the code language and Concept Plan. The CAC shall provide input on the draft code language and conceptual plan.

Keizer Deliverables

- Neighborhood Buildable lands map

Contractor Deliverables:

- Draft code and comprehensive plan amendments to include new provisions and revisions to existing provisions
- Neighborhood Infill Concept Plan in graphic form with accompanying text.

Timeframe: 12 weeks

Personnel Allocation:

Senior Planner, 11.5 hrs

Associate Planner, 4 hrs
Zoning Technician, 1 hr
Public Works Director, 4.5 hrs
City Engineer, 4.5 hrs
Building Permit Specialist, 0.5 hr

Task 9. Prepare a Draft Infill and Redevelopment Master Plan (Contractor lead).

Objective: Compile the products of previous tasks into a Draft Infill and Redevelopment Master Plan that will guide future infill and redevelopment activity in Keizer.

Methodology: Contractor shall prepare a draft Infill and Redevelopment Master Plan that includes the following elements:

- 1) Introduction
- 2) Plan Purpose and Goals: Reflects the project background statement and objectives contained in the Statement of Work for the Infill and Redevelopment Master Plan (Task 1). Describes citizen involvement in the Master Plan development (Task 2). Discusses results of buildable residential lands inventory (Task 3).
- 3) Constraints and Opportunities: Discusses obstacles and solutions identified in Task 4.
- 4) Objectives and Strategies: Discusses objectives and strategies established in Task 5 and refined in Task 7.
- 5) Code Audit: Discusses the audit results of Task 6.
- 6) Plans and Standards: Presents draft code language and Neighborhood Infill Concept Plan developed in Task 8.
- 7) Conclusions

Keizer staff, the CAC (in one of their meetings), and the TGM Contract Administrator shall review the draft product and provide comment. The Contractor shall incorporate these comments into the Draft Infill and Redevelopment Master Plan.

Keizer Deliverables:

- Prepare written review comments (to include CAC comments) and deliver to the Contractor

Contractor Deliverables:

- A draft Infill and Redevelopment Master Plan
- A second draft Infill and Redevelopment Master Plan incorporating Keizer staff and Contract Administrator review comments

Timeframe: 6 weeks

Keizer Personnel Allocation:

Senior Planner, 20.5 hrs
Associate Planner, 2 hrs
Zoning Technician, 1 hr

Public Works Director, 4.5 hrs
City Engineer, 4.5 hrs
Facility Maintenance Worker, 2 hrs
Building Permit Specialist, 0.5 hr

Task 10. Acknowledge a Final Draft of the Infill and Redevelopment Master Plan and Adopt Implementing Ordinances (Contractor lead).

Objective: Finalize an Infill and Redevelopment Master Plan that provides policy recommendations for future infill and redevelopment activity in Keizer and adopt development code and comprehensive plan changes in accordance with the policy recommendations.

Methodology: The Contractor shall refine the draft Infill and Redevelopment Master Plan and present a finalized draft to the Planning Commission and City Council. Keizer staff shall prepare a resolution for the Infill and Redevelopment Master Plan's acknowledgment. Keizer staff shall also prepare ordinances for the adoption of the recommended policy and code amendments contained within the Infill and Redevelopment Master Plan. The Contractor shall prepare the substance of the policy and code amendments and make presentations at the public hearings before the Planning Commission and City Council. Keizer Staff shall send notice of the pending and adopted amendments to the Department of Land Conservation and Development (DLCD).

Keizer Deliverables:

- A resolution for acknowledgment of the Infill and Redevelopment Master Plan.
- An ordinance for adoption of the recommended development code and comprehensive plan amendments.
- Notice of the pending and adopted amendments to DLCD.

Contractor Deliverables:

- A final draft of the Infill and Redevelopment Master Plan in paper and electronic formats (Word 97).
- Substance of code and comprehensive plan amendments in paper and electronic format (Word 97).

Timeframe: 8 weeks

Keizer Personnel Allocation:

Senior Planner, 21 hrs
Facility Maintenance Worker, 2 hrs
Building Permit Specialist, 1 hr
Recording Secretary, 1 hr

BUDGET

Contractor Amount	Keizer Match	Total
\$60,780	\$10,371*	\$71,151

* Keizer match exceeds the minimum required match of \$6,957 by \$3,414. Match includes personnel hours and indirect (copying, mailings, etc.) costs.

CONTRACTOR DELIVERABLE COSTS:

<u>Task</u>	<u>Deliverable</u>	<u>Cost (\$)</u>
1 (Keizer task)	None	0
2 Citizen Involvement	Comments on CIP	313
	Stakeholder Meetings (2)	5,017
	Public Workshops (3)	5,656
	CAC Meetings (5)	4,776
	Public Hearings (2)	1,177
3 (Keizer Task)	None	0
4 Identify Obstacles	Issues Paper	7,446
5 Objectives/Strategies	Memorandum	5,280
6 Code Audit	Audit Worksheets	689
	Questions	367
	Audit Report	4,046
7 Identify Actions	Team Workshop	3,347
	Strategy Memorandum	1,902
8 Code / Plan	Code Amendments	8,074
	Neighborhood Concept Plan	5,650
9 Master Plan	Initial Draft Plan	3,651
	Revised Plan	1,709
10 Master Plan & Code Amendments	Final Master Plan	840
	Final Code Amendments	840
Total		60,780

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

**Federal Provisions
Oregon Department of Transportation**

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- | | |
|--|---|
| 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; | criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property; |
| 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a | |

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. **Solicitation for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. **Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act).** During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. * Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to

influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING ODOT'S
DBE PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL RIGHTS
AT (503)986-4354.



October 16, 2000

AGENDA ITEM 8d

APPROVING SEPTEMBER 25, 2000 WORK SESSION MINUTES

MINUTES
KEIZER CITY COUNCIL WORK SESSION
Monday, September 25, 2000
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Newton called the work session meeting to order at 5:45 p.m.

Roll Call was taken as follows:

Present:

Bob Newton, Mayor
Lore Christopher, Council President
Jim Keller, Councilor
Jerry McGee, Councilor
Jacque Moir, Councilor
Richard Walsh, Councilor

Council Candidates

Roy Duncan
Ray Kelly
Dee Lane
Chuck Lee (left at 6:45 p.m.)
Judy Smith

Absent:

J. L. Wilson, Councilor

Staff:

Chris Eppley, City Manager
Susan Gahlsdorf, Finance Director
Maria Meier, Senior Planner
Marc Adams, Chief of Police
Dianne Hunt, Human Resources Director
Shannon Johnson, City Attorney
Tracy L. Davis, City Recorder

PUBLIC TESTIMONY (taken out of order)

Myrna Wogglemont- urged the Council to either move forward with the Chemawa Activity Center or allow the property owners in the area to build on their property.

Tina Sloan- would like to see housing that is not built so close together. She felt this would help to solve some of the school overcrowding and increase the livability of neighborhoods.

DISCUSSION

Mayor Newton reviewed the information pertaining to the background of the development of Council Goals and

a. Review of 1997-1999 Goals (Resolution No. R97-960) and 1999-2000 Goals (Resolution No. R99-1140)

b. 2000-2001 Goal Setting

- 1. Establish Ground Rules**
- 2. Establish Goals Setting Schedule**
- 3. Build initial list for consideration**

timeframes for various issues. He reviewed ground rules which were adopted by the Council in 1998, they included:

Establishing Ground Rules

1. There are no established minimum/maximum numbers of goals needed as a result of the meeting.
2. Every idea proposed was intended to make the city a better place.
3. Ideas could be problem-driven or vision-driven.
4. Members were to be non-judgmental regarding another's goals.
5. There are no dumb ideas.
6. Members were to develop facts and rationale to support their proposed goals.
7. Costs were not initially to be a consideration.

Councilor McGee moved to accept the list of ground rules with the exception of number seven, which would be reworded to say, "Cost is a consideration, but not initially". Council President Christopher seconded the Motion.

The motion passed unanimously as follows:

AYES: Christopher, Keller, McGee, Moir, Newton and Walsh (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Wilson (1)

Values

Mayor Newton also reviewed the set of values on which the goals were based, these included:

1. Democracy (open government through participation of community members in the development of plans, policies and procedures for the city.
2. Community (developed through small groups including churches, neighborhood association, service clubs, fraternal organization, business organizations and senior centers).
3. Cooperation (people working together for the common good).
4. Respect (for others)
5. Fairness (protecting and enforcing the rights of individuals).
6. Honesty, integrity, courage and compassion (in elected leaders).
7. Involved citizens.
8. Protected environment.
9. Safe, secure community.
10. Strong infrastructure
11. Clean air

12. Sustainable economy.

Councilor Moir moved to accept the above values as written. Council President Christopher seconded the motion.

Councilor Walsh made the motion to add to the values the enhancement and livability of the city. Roy Duncan seconded the motion.

The Council and candidates debated Councilor Walsh's motion.

The Council discussed how the candidates would work within the meeting. City Attorney, Shannon Johnson suggested to allow the candidates the ability to vote that a motion to form a special committee would be in order.

Councilor McGee moved to establish the special committee. Councilor Keller seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Keller, McGee, Moir, Newton and Walsh (6)

NAYS: None (0)

ABSTENTIONS: Wilson (1)

ABSENT: None (0)

Roy Duncan moved to amend the motion to make the city safe and clean.

With no second the motion Roy Duncan withdrew his motion.

Councilor Walsh made the motion at add number 13 to the values to include "high quality of life".

The motion died for a lack of a second.

Council President Christopher moved to accept the values as written. Councilor Moir seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Duncan, Keller, Kelly, Lane, Lee, McGee, Moir, Newton, Smith and Walsh (11)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Wilson (1)

Goal Setting Schedule

The group agreed to set the following schedule:

Monday, October 23rd at 5:30 p.m.

Monday, January 8th at 5:30 p.m.- work session

Types of Goals

After discussion it was the consensus of the group to set the time orientation and the prioritization would take place during the January work session.

Mayor Newton requested that the City Manager provide updated demographic information to the Council in the near future.

Status of 1999-2000 Goals

City Manager Chris Eppley addressed some of these goals noting that the development of the Chemawa Activity Center was not accomplished, but was still ongoing. The possibility of flooding had been greatly reduced with the construction of the River Wall, the adoption of the new FEMA Flood Map and the Salem Storm Water Master Plan. The Parks Master Plan would be revisited in the near future and Councilor McGee suggested that the Water Master Plan also be reviewed.

Chief Adams noted that the Peer Court had evolved and the hope was to have this take place through the Marion Polk Boys and Girls Club. He indicated the program should begin during this school year and he indicated that he would provide an update on the program within the next month.

Finance Director, Susan Gahlsdorf indicated that the five - year financial plan had not been completed as the Committee which discussed this plan felt that the five years might be too long to extend a plan. Councilor Keller also shared information from the committee's standpoint.

Mr. Eppley indicated that the Development Code was currently being reviewed and an in-fill master plan was in the development stage.

1997-1998 Goals

The group reviewed these goals and it was noted that six of the eight goals had been completed or were near completion. The remaining goals regarding Community Policing and the Chemawa Activity Center were felt to be an ongoing process.

2000-2001 Staff Goals

City Manager Eppley provided a list of these goals to the group.

Each member of the group addressed some goals which they would like to see take place:

Councilor Moir

- In-fill.
- Addressing the Development Code with private vs. public streets.
- Willow Lake Treatment Plant and the formation of a Regional Policy Group to oversee the plant.
- Establish a yard debris and recycling program
- Resource system to protect City documents

Roy Duncan:

- Sidewalks.
- Add more retail to Keizer
- Review the Solid Waste Ordinance
- Flood problems and drainage

Judy Smith:

- Improve traffic safety
- Establish a citizens hotline
- Noise ordinance enforcement
- Public Works Seasonal maintenance (i.e.: storm drains, school lights)

Councilor McGee:

- UNOCAL property
- Explore consolidation of the city's lighting districts
- Explore extracting the City from the Chemeketa Regional Library

Councilor Walsh:

- Support of public library
- Move forward with the Chemawa Activity Center Plan or removal of the City's participation with the CAC
- Requiring bike helmets in skate parks
- Establish an Intergovernmental Regional Greenway Task Force
- Interconnectivity of the bike system

Council President Christopher:

- Five year financial plan
- Zip code for the City of Keizer
- Improve and maintain community communications by using CCTV during Council Meetings
- Expanding on the City's web page and providing a "Kids Page"

Ray Kelly:

- Drug Task Force to include prevention, intervention and education
- Neighborhood watch program established
- Establishing a Teen Center

Mayor Newton:

- Bringing the Building Permit Services In house.

Mayor Newton requested that the minutes and copies of staff 2000-2001 goals be distributed prior to the next meeting. He urged the members to bring any additional ideas to the next meeting and indicated the group would attempt to consolidate the listed goals into a manageable number.

Mayor Newton thanked everyone for his or her participation.

OTHER BUSINESS

There was no other business to come before the Council.

ADJOURNMENT

Mayor Newton adjourned the meeting at 7:11 p.m.

APPROVED:
MAYOR:

Tracy L. Davis
City Recorder

Bob Newton

COUNCIL MEMBERS:

ABSENT
Councilor #1 - J. L. Wilson

Councilor #4 - Jacque Moir

Councilor #2 - Lore Christopher

Councilor #5 - Richard Walsh

Councilor #3 - Jim Keller

Councilor #6 - Jerry McGee

Minutes approved:



October 16, 2000

AGENDA ITEM 8e

APPROVING OCTOBER 2, 2000 REGULAR SESSION MINUTES

MINUTES
KEIZER CITY COUNCIL
Monday, October 2, 2000
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Newton called the regular meeting to order at 7:01 p.m. Roll Call was taken as follows:

Present:

Bob Newton, Mayor
Lore Christopher, Council President
Jim Keller, Councilor
Jerry McGee, Councilor
Jacque Moir, Councilor
Richard Walsh, Councilor
J. L. Wilson, Councilor

Staff:

Chris Eppley, City Manager
Susan Gahlsdorf, Finance Director
Rob Kissler, Public Works Director
Maria Meier, Senior Planner
Marc Adams, Chief of Police
Dianne Hunt, Human Resources Director
Shannon Johnson, City Attorney
Tracy L. Davis, City Recorder

PUBLIC TESTIMONY

Mayor Newton noted the reception for the new Salem-Keizer School District Superintendent, Dr. Kay Baker that took place prior to the Council meeting. He also introduced Principals Ed John from McNary High School and Linda St. Pierre from Keizer Elementary School.

Dr. Kay Baker, Salem-Keizer School District Superintendent- provided a brief statement and thanked the Council for the reception.

Linda St. Pierre, Principal of Keizer Elementary- noted Keizer Elementary School currently had over 850 students who attend the school. Boundary changes taking place would help alleviate the overcrowding situation. She noted the goals in which the school would be undertaking for the benefit of the children.

Ed John, Principal of McNary High School- noted that 1850 students are enrolled at McNary this year, which

was 200 more students than previously estimated. He shared the construction projects that had taken place and the goals that would be worked on with the students. He expressed appreciation for the work that has been done by the community at McNary High School.

Mayor Newton thanked everyone for his or her attendance.

Dave Bauer, 260 Janet Avenue North, Keizer- expressed concern regarding traffic issues at the corner of Wolf and Janet Streets and the amount of traffic that the new development of Baker Square would affect the safety of the children in the area. He requested the Council's assistance to resolve the situation.

Responding to questions from the Council Mr. Bauer indicated that the neighborhood would like to see the exit in this area to be situated as an emergency exit only. He noted a similar exit that is placed at the Taco Bell.

Councilor McGee noted that the exit as set up by Taco Bell was done by the developers. He indicated if the developer was not willing to do this there was not much that the Council could do as this property did have the right to access the street.

Responding to questions, Senior Planner, Maria Meier indicated that the application was processed through development review. She went on to state that there was not a land use action to change this point of access and the city did not have the right to make this requirement after the permit had been issued.

City Attorney, Shannon Johnson noted the differences in the land use actions for Taco Bell and the Baker's Square. He indicated that the Baker's Square property was zoned correctly for the use. He and Ms. Meier offered to review and bring back options for the Council at the next Council meeting.

Mayor Newton indicated that staff would keep in touch with Mr. Bauer regarding this situation.

Clyde Aspinwall, 765 Lockhaven Drive NE, Keizer- indicated his wish that the city vacate a piece of old road right of way on Trail Avenue to him. He asked the Council to initiate the vacation process.

Public Works Director, Rob Kissler explained how they had been working through the process with Mr. Aspinwall. Mr. Kissler noted that extenuating circumstances with the adjoining property owners had prevented staff from bringing this forward to Council. He went on to state the need for Council to call up the vacation process and proceed with the public hearing if they felt it was necessary.

City Attorney, Shannon Johnson announced a disclaimer indicating that his law office had represented Mr. Aspinwall in the past and if further advise was needed that both parties would be requested to sign a disclaimer to this effect.

Mr. Johnson explained the process of initiating the vacation process, which could be done either by the Council or a petition initiated by the property owner. If the property owner initiates by petition he must obtain two sets of signatures, one set would contain signatures of all the abutting property owners and 2/3 of property in the general area. Mr. Aspinwall had been unsuccessful in obtaining all the signatures and was requesting that the Council initiate the vacation process. He went on to explain the options of the Council and the statutes regarding this process.

Mayor Newton indicated that staff would pursue the issue and keep Mr. Aspinwall informed regarding the process.

COMMITTEE REPORTS

- a. Swearing in of Keizer Police Department Personnel
 - Sergeant Lance Inman
 - Officer Rodney Bamford
 - Officer Vaughn Edsall
 - Officer David Zavala

Chief Marc Adams introduced the above individuals and supplied a brief history for each.

City Attorney, Shannon Johnson issued the oath of office to Sgt. Lance Inman, Officer Rodney Bamford, Officer Vaughn Edsall and Officer David Zavala.

OTHER BUSINESS

- a. New Business

Footbridge

Mayor Newton requested that staff address the costs of a new footbridge crossing Labish ditch to replace the one which, washed out during 1996 flood.

Public Works Director, Rob Kissler explained the process of a master plan for Country Glen and Hidden Creek Parks would be in the works soon and possibly as a part of the master plan this could be addressed. He noted that due to the flood plain situation the old bridge that originally spanned from Gubser to Swingwood Court could not be rebuilt since a certificate of No Rise was needed when placing a structure across a flood plain.

Mayor Newton requested that the costs and additional information be brought back before the Council for review.

Skate Board Helmet Ordinance

Responding to questions Councilor Walsh indicated that this had been addressed before the Bicycle Committee and they would be working on this ordinance to present to the Council.

Drug Enforcement Updates

Chief Adams reported that local and federal law enforcement met and agreed that a regional multi-level response would be the most effective. Chief Adams shared that he was elected vice-chair of the Regional Drug Enforcement Policy Board whereupon they were drafting an agreement and would be presenting the program to the Council in the near future.

Peer Court

Chief Adams indicated that the Peer Court should be ready to start in November. He explained that the partnership was between the Salem Police Department, Keizer Police Department, The Boys and Girls Club, Marion County Juvenile Department and the YMCA. He explained how the Peer Court process would take place.

Hiring of Hearings Officer

Human Resource Director, Dianne Hunt noted that the position had been offered to Jeffery Litwak. This was a one- year contract with a one- year extension option. Mr. Litwak would begin work with the city in November.

Barnick Road Construction to Clearlake School

Public Works Director, Rob Kissler reported that this construction had begun and should be completed soon.

Riverwall Update

Public Works Director, Rob Kissler reported this process was moving forward.

PUBLIC HEARINGS
a. Caruso's Italian Café'
Liquor License
Application

b. Old Business

City Manager Chris Eppley reported on August 31, 2000 Gerald M. Phipps and Angela E. Phipps submitted an application for a restaurant liquor license for Caruso's Italian Café' located at 4907 River Road North, Keizer, Oregon. He noted the Public Notice requirements that had been met by the city and the background check that was submitted by the Keizer Police Department.

Staff recommended that the public hearing take place and that the Council recommends the approval of the application and forwards this recommendation on to the Oregon Liquor Control Commission.

Mayor Newton opened the public hearing.

With no public testimony brought before the Council, Mayor Newton closed the public hearing.

Councilor Keller moved to recommend the approval of the Restaurant Liquor License for Caruso's Italian Café' to the Oregon Liquor Control Commission. Councilor McGee seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Keller, McGee, Moir, Newton, Walsh and Wilson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE
ACTION
a. Fernwood Park
Vacation

Rick Day, Chair of Keizer Parks and Recreation Board- reported that the city has jurisdiction over the property that consisted of two lots containing 0.9 acres of land. The property was not developed and had limited access from the School House Square parking lot. He indicated that the property was a liability to the city and the Parks Boards wish that the property is sold and funds from the sale are used for the future acquisition of park property.

Clark Williams, Parks Board Member- reiterated Mr. Day's comments requesting that the Council move forward with the vacation process.

Mayor Newton and City Attorney Shannon Johnson supplied a history of the property and Mr. Johnson

reviewed the vacation process.

Councilor McGee addressed the vacation issue, as this property was not technically owned by the city. He felt it would not be proper to designate funds acquired by the sale of the land to go to the Parks Fund. He felt these funds should become part of the General Fund but if the vote were to place these funds in the Parks Fund he would lobby that the funds be used for parks development rather than acquisition.

Mr. Williams indicated that the plats designated the land as public use for a park and he felt by the sale of the land the funds should be used for the acquisition of additional park land.

Staff indicated that information would be brought back before the Council during the next council meeting.

The Council agreed by consensus to direct staff to bring a resolution to the Council for consideration to initiate the vacation of Fernwood park on October 16, 2000.

**b. RESOLUTION-
Authorizing the City
Manager to Sign the
Willow Lake Settlement
Agreement**

City Attorney, Shannon Johnson noted that Salem City Council had met in Executive Session today and had not made any final decisions pertaining to the agreement. Mr. Johnson suggested that the Council delay taking any action on the Resolution brought before the Council.

Councilor McGee felt it was important to move forward with the vote on the resolution that was placed before them. If changes were made at a later date he would be willing to review the changes at that time.

Councilor Keller expressed his disappointment with the process. He suggested that the issue not be acted upon tonight.

Councilor Keller moved to table the issue until the October 16, 2000 meeting.

Due to the lack of a second the motion died.

Councilor McGee and Council President Christopher urged the Council to vote on the resolution as it was presented to the Council as long as the resolution had no adverse effect on the city.

Mr. Johnson indicated if the purpose of passing the

resolution was to state to Salem the wish to move forward that he had no objection to this being done.

Responding to the concerns of Council Mr. Johnson explained the Executive Session law noting that once this information was opened to the public it could not be withdrew into Executive Session again. He urged caution to Council in discussing issues or releasing information regarding records that are exempt. Mr. Johnson also went through the ground rules of the mediation process that was discussed.

Councilor McGee moved a motion to authorize the City Manager to sign the Willow Lake Settlement Agreement. Council President Christopher seconded the Motion.

Councilor Keller indicated he would vote against the motion since they were unable to release information at this time.

Councilor McGee stressed that all information would be brought out and the Council should be addressing the information as written in the resolution.

The motion passed unanimously as follows:

AYES: Christopher McGee, Moir, Newton, Walsh and Wilson (6)

NAYS: Keller (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. ORDINANCE-
Disposing of Unclaimed
Personal Property,
Personal Surplus
Property, Firearms and
Contraband (Repealing
Ordinance 95-341)**

Chief Marc Adams read from City Ordinance 95-341 indicating that firearms that are surplus shall be either destroyed or rendered ineffective for the purpose for which they were manufactured or sold or donated to law enforcement agencies.

Chief Adams indicated that the current ordinance prevented the City from being able to financially benefit from trading the used department pistols into a Federally licensed firearms dealer for new pistols.

It was recommended that Council repeal Ordinance 95-431 and adopt the new Ordinance to allow surplus firearms to be traded with the approval of the City Council.

Mr. Johnson answered questions from the Council and

supplied a history of the Ordinance as it was written.

With further discussion Mr. Johnson suggested the added wording to page three, section d to read, "Surplus Firearms can be traded only to a Federally licensed Firearms Dealer".

Councilor Walsh asked if the contraband firearms should be addressed also.

Chief Adams indicated that the contraband was destroyed.

Councilor Keller moved a Bill for an Ordinance Disposing of Unclaimed Personal Property, Surplus Personal Property, Firearms and Contraband; Repealing 95-341; Declaring an Emergency with the amendment as outlined by City Attorney Johnson. Councilor Moir seconded the Motion.

Councilor Walsh noted he was troubled by the policy of the guns getting out into the streets.

Chief Adams stressed that the weapons would be sold to a reputable dealership and indicated he was not in favor of the weapons being auctioned off.

The motion passed unanimously as follows:

AYES: Christopher, Keller, McGee, Moir, Newton, Walsh and Wilson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**d. RESOLUTION-
Authorizing the
Disposition of Surplus
Property**

Chief Adams reported in September of 2000 the Firearms Committee of the Police Department conducted a review of the current KPD issued duty pistol. The committee recommended that the KPD change from the current pistol to the new Glock Model 31. It was the Firearms Committee's finding that the Glock Model 31 provided a distinct improvement over the current duty weapon.

Chief Adams reported that the committee recommended that the department acquire two Remington Marine Magnum 870 all-weather shotguns for less-lethal (bean bag) operations and two Glock Model 21 pistols for officers assigned to the Salem PD SWAT Team. He also named miscellaneous duty equipment that would be

needed to make this change.

The total cost for the firearms and equipment needed was \$33,452.54 and was not a budgeted amount. Chief Adams compiled a list of various articles of "Surplus Equipment" and supplied this list to the State of Oregon Surplus Action office to have a value placed on the equipment. Various distributors were contacted in an attempt to barter the surplus. The Shooters Mercantile Company of Salem, Oregon was the only respondent with an offer of \$33,493.00 for the surplus equipment.

Chief Adams noted there would be no fiscal impact to the city's budget and recommended that the Council adopt the Resolution.

Councilor Keller moved a Resolution Authorizing the Disposition of Surplus Property in Exchange for Certain Firearms and Other Police Department Equipment. Councilor Moir seconded the Motion.

Responding to questions Chief Adams indicated that the amount would also cover the needed equipment for the Reserve Officers.

The motion passed unanimously as follows:

AYES: Christopher, Keller, McGee, Moir, Newton, Walsh and Wilson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**e. RESOLUTION-
Authorizing Mayor to
Execute Agreement for
Distribution of 911
Funds**

City Attorney, Shannon Johnson supplied and reviewed the revision of the 9-1-1 Distribution Formula the revised Resolution.

Councilor Keller moved a Resolution Authorizing the Mayor to Execute an Agreement Amending the Intergovernmental Agreement Between the City of Keizer, Keizer Rural Fire Protection District and Marion County Fire District Number One Regarding Distribution of 911 Funds. Councilor McGee seconded the Motion.

The motion passed unanimously as follows:

AYES: Christopher, Keller, McGee, Moir, Newton, Walsh and Wilson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**f. ORDINANCE-
Establishing Permits
Regarding Approach to
City Roads and Public
Right of Way**

Public Works Director, Rob Kissler reported during the September 18th Council Meeting staff was directed to prepare an Ordinance establishing driveway access permits to be administered by the Keizer Public Works.

Staff recommended adoption of the Ordinance.

Responding to questions, City Manager Eppley suggested that the fees be reviewed at the end of one year along with the possibility of attaching the CPI index to these fees.

Councilor Moir suggested that a comma be placed on page 2 items 11 and 12 after the word "speed character".

Councilor McGee addressed the Ordinance and expressed his feeling that funds received from these permits should be dedicated to the General Fund and not the Street Fund.

Councilor Keller moved a bill for an Ordinance in the Matter of Approval and Establishing Permits Regarding Approach to City Roads and Public Right of Way with the amendment suggested. Council President Christopher seconded the Motion.

Council President Christopher moved to amend the Motion to change Section 14(1) to add that the fee will be reviewed in 12 months to determine the appropriate amount and then it will be indexed to the CPI-W at that time. Councilor McGee seconded the amendment.

The amendment passed as follows:

The motion passed as follows:

AYES: Christopher, McGee, Moir, Newton and Walsh (5)

NAYS: Keller and Wilson (2)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor McGee moved to amend the Motion to change Section 14(2) to state that revenue received shall be deposited to the general fund. Mayor Newton seconded the Motion.

The motion passed unanimously as follows:

AYES: Christopher, Keller, McGee, Moir, Newton, Walsh and Wilson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

The main motion passed unanimously as follows:

AYES: Christopher, Keller, McGee, Moir, Newton, Walsh and Wilson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

g. Audit of Keizer Heritage Foundation

Finance Director, Susan Gahlsdorf reported that the Keizer Heritage Ground Lease agreement requires an annual opinion audit. It was noted that this type of audit would be costly and may be beyond the level of assurance, which the Council was requesting. Ms. Gahlsdorf noted that the City Attorney suggested amendments to the ground lease to identify "agreed upon procedures".

Ms. Gahlsdorf suggested that the procedures include the following:

- Listing of tenants
- Annual rent charged and collected by each tenant
- Balance of the established sinking fund to provide for maintenance and repairs to the Building.
- Total cost of maintenance and repairs for fiscal year under examination.

Councilor McGee expressed concern that the procedures would only offer that the books were balanced and not provide the information if funds were available for maintenance and repair.

Councilor Keller noted that the members of the Heritage Foundation had included this information when determining the Keizer Heritage Foundation's "Sinking Fund".

Councilor Keller moved to amend the Keizer Heritage Foundation ground lease as recommended. Councilor Moir seconded the Motion.

CONSENT CALENDAR

Mr. Johnson suggested a friendly amendment so the last two sentences of the 4.11 Annual Financial Statement would read: "The underlying accounting records shall be examined by an independent certified public accountant using such procedures as directed by the Keizer City Council. Such procedures may change from year to year."
Councilor Keller accepted the friendly amendment.

The motion with the amendment passed unanimously as follows:

AYES: Christopher, Keller, McGee, Moir, Newton, Walsh and Wilson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mayor Newton called a recess at 9:05 p.m. and reconvened the meeting at 9:17 p.m.

- a. **RESOLUTION-** Transferring Appropriations for FY 2000-2001 (Police Surplus Property)
- b. **RESOLUTION-** Transferring Appropriations for FY 2000-01 (Personal Services)
- c. **Approval of the September 18, 2000 Regular Session Minutes**

Mayor Newton removed item "a" from the consent calendar at the request of Finance Director, Susan Gahlsdorf.

Finance Director, Susan Gahlsdorf suggested changing the word decrease to increase on line 17 of the Resolution.

Councilor Moir moved Resolution Transferring Appropriations for Fiscal year 2000-2001 Police Surplus Property with the recommended change. Councilor McGee seconded the Motion.

The motion passed unanimously as follows:

AYES: Christopher, Keller, McGee, Moir, Newton, Walsh and Wilson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Council President Christopher asked to pull item "c" from

the Consent Calendar as it showed her voting and she was absent from this meeting.

Council President Christopher moved for approval of the remaining items on the Consent Calendar consisting of item "b". Mayor Newton seconded the Motion.

The motion passed unanimously as follows:

AYES: Christopher, Keller, McGee, Moir, Newton, Walsh and Wilson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mayor Newton moved for approval of the September 18, 2000 Regular session minutes with the change as suggested by Council President Christopher. Councilor Moir seconded the Motion.

The motion passed as follows:

AYES: Keller, McGee, Moir, Newton, Walsh and Wilson (6)

NAYS: None (0)

ABSTENTIONS: Christopher (1)

ABSENT: None (0)

WRITTEN COMMUNICATIONS

No written communications were brought before the Council.

AGENDA INPUT

October 9, 2000

5:30 p.m. City Council Work Session

- Public Input for Radiant Drive Realignment/Improvements

October 16, 2000

7:00 p.m. Keizer City Council Meeting

- Report on Transit Bus Pull Out-River Road
- Deliberation on Disposal of Property at River/Chemawa Road

October 23, 2000

5:30 p.m. City Council Work Session

- 2000-2001 Goal Setting (continued from 9-25-00)

Additions to the October 16, 2000 meeting

- Report on traffic issue at Janet/Wolf-Dave

Bauer

- Report on foot bridge at Swingwood Court
- Initiation of Vacation at Trail/Lockhaven
- Initiation of Vacation of Fernwood Park
- Report from the Library Task Force
- City Manager Performance Evaluation

Mayor Newton noted the agenda items and the additions to the October 16th meeting.

ADJOURNMENT

Mayor Newton adjourned the meeting at 9:27 p.m.

Tracy L. Davis
City Recorder

APPROVED:
MAYOR:

Bob Newton

COUNCIL MEMBERS:

Councilor #1 - J. L. Wilson

Councilor #4 - Jacque Moir

Councilor #2 - Lore Christopher

Councilor #5 - Richard Walsh

Councilor #3 - Jim Keller

Councilor #6 - Jerry McGee

Minutes approved:

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**

A G E N D A

URBAN RENEWAL AGENCY OF THE CITY OF KEIZER

Monday, October 16, 2000

Immediately Following City Council Meeting

Robert L. Simon Council Chambers

Keizer, Oregon 97303

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC TESTIMONY

This time is provided for citizens to address the Urban Renewal Agency on any matter not scheduled for public hearing.

4. PUBLIC HEARING

5. ADMINISTRATIVE ACTION

- a. Disposition of Property at River Road/Chemawa Road (Former Unocal Site)

6. CONSENT CALENDAR

- a. Approval of Monday, October 2, 2000 Urban Renewal Agency Minutes

7. OTHER BUSINESS

This time is provided to allow Urban Renewal Agency members the opportunity to bring matters before the Agency which are not on tonight's agenda.

8. ADJOURN

Upon request, auxiliary aids and/or special services will be provided to participants with disabilities. To request services, please contact us at (503) 390-3700 at least two working days (48 hours) in advance.



URBAN RENEWAL AGENCY BOARD
October 16, 2000

AGENDA ITEM 5a

DISPOSITION OF PROPERTY AT RIVER/CHEMAWA ROAD

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: URBAN RENEWAL AGENCY

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

SUBJECT: CITY PROPERTY AT CHEMAWA AND RIVER

BACKGROUND

On August 21st, 2000 the Urban Renewal Agency requested that staff have an appraisal done on the City owned property at the intersection of Chemawa and River Road. The appraisal for the parcel came back at \$130,000 including the access restrictions and heavy landscaping requirements placed upon it.

To date, the Urban Renewal Agency has taken no action on this matter and has several options available to it.

1. Retain ownership of the land as is
2. Retain ownership of the land and make improvements upon it
3. Retain a portion of the land, as is or making improvements upon it, and sell the remainder to a party or parties with or without opening it to public bid
4. Sell the property in its entirety to a party or parties with or without opening it to public bid
5. Continue to take public input by way of a public hearing at a later date

RECOMMENDATION

Staff has no particular recommendation on this matter.



URBAN RENEWAL AGENCY BOARD
October 16, 2000

AGENDA ITEM 6a

APPROVAL OF OCTOBER 2, 2000 AGENCY MINUTES

MINUTES
KEIZER URBAN RENEWAL AGENCY
Monday, October 2, 2000
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Chair Newton called the regular meeting to order at 9:28 p.m. Roll Call was taken as follows:

Present:

Bob Newton, Chair
Lore Christopher
Jim Keller
Jerry McGee
Jacque Moir
Richard Walsh
J. L. Wilson

Staff:

Chris Eppley, City Manager
Rob Kissler, Public Works Director
Dianne Hunt, Human Resources Officer
Shannon Johnson, City Attorney
Tracy Davis, City Recorder

PUBLIC HEARING

No public testimony was heard before the Urban Renewal Agency.

**ADMINISTRATIVE
ACTION**

**a. RESOLUTION-
Transferring
Appropriations for FY
2000-2001 (Personal
Services)**

Finance Director, Susan Gahlsdorf reported that the Resolution would increase Personal Services and contingency.

Councilor Keller moved a Resolution Transferring Appropriations for FY 2000-2001 (Personal Services).
Councilor Moir seconded the Motion.

The motion passed unanimously as follows:

AYES: Christopher, Keller, McGee, Moir, Newton, Walsh and Wilson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**CONSENT
CALENDAR**

a. Approval of the August 21, 2000 Agency Minutes

Councilor Keller moved for approval of the Consent Calendar. Councilor Moir seconded the Motion.

The motion passed unanimously as follows:

AYES: Christopher, Keller, McGee, Moir, Newton, Walsh and Wilson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

OTHER BUSINESS

The Agency discussed whether the UNOCAL property would be discussed under the Urban Renewal Agency or the City Council. It was the consensus of the Agency that this matter be discussed as the Urban Renewal Agency on October 16, 2000.

ADJOURNMENT

Chair Newton adjourned the meeting at 9:31 p.m.

APPROVED:
CHAIR:

Tracy L. Davis
City Recorder

Bob Newton

AGENCY MEMBERS:

J. L. Wilson

Jacque Moir

Lore Christopher

Richard Walsh

Jim Keller

Jerry McGee

Minutes approved:
