

AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Tuesday, September 6, 2016

7:00 p.m.

**Robert L. Simon Council Chambers
Keizer, Oregon**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. FLAG SALUTE**
- 4. SPECIAL ORDERS OF BUSINESS**
 - a. Volunteer of the Quarter Award – Bob Shackelford
 - b. Presentation to Youth Councilor Siri Scales
 - c. PROCLAMATION – National Patriotism Week
 - d. PROCLAMATION – Constitution Week
- 5. COMMITTEE REPORTS**
 - a. Volunteer Coordinating Committee – Recommendation for Appointments to Budget Committee, Keizer Economic Development Commission, Keizer Festivals and Advisory Board, and Keizer Planning Commission
- 6. PUBLIC TESTIMONY**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.
- 7. PUBLIC HEARINGS**
 - a. Keizer Liquor Store Liquor License Application
 - b. Proposed Keizer Development Code Text Amendments – Access Easements
- 8. ADMINISTRATIVE ACTION**
 - a. Exhibition of Art at Keizer Community Center – Recommendation of Keizer Public Arts Commission
 - b. RESOLUTION – Initiating the Amendment Process for Amendment of the Salem-Keizer Urban Growth Boundary Pertaining to the Willamette River Crossing
 - c. ORDER – In The Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of October 1, 2016

9. CONSENT CALENDAR

- a. RESOLUTION – Approving the City Engineer’s Report; Declaring City’s Intent to Form Keizer Station Center Area C Street Lighting Local Improvement District; Providing Notice and Setting Hearing
- b. RESOLUTION – Authorizing Public Works Director to Sign Amendment #1 to Department of Corrections Inmate Work Program Agreement
- c. RESOLUTION – Authorizing the City Manager to Sign the Intergovernmental Agreement for Emergency Water Supply
- d. RESOLUTION – Authorizing the City Manager to Sign First Amendment of Contract for Collection Agency Services with Valley Credit Service, Inc.
- e. Approval of August 1, 2016 Special Session Minutes
- f. Approval of August 1, 2016 Regular Session Minutes
- g. Approval of August 8, 2016 Work Session Minutes
- h. Approval of August 15, 2016 Regular Session Minutes

10. COUNCIL LIAISON REPORTS

11. OTHER BUSINESS

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

12. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

13. AGENDA INPUT

September 12, 2016 - 5:45 p.m. – City Council Work Session

- Annual Keizer Parks Tour

September 19, 2016 - 7:00 p.m. – City Council Regular Session

- Herber Land Use Issue

September 26, 2016 - 5:45 p.m. – City Council Work Session

- Storm Water Permit Update

October 3, 2016 - 7:00 p.m. – City Council Regular Session

October 10, 2016 - 5:45 p.m. – City Council Work Session

October 12, 2016 - 6:00 p.m. – City Council Special Session with City of Salem, Marion County, and Polk County

- Urban Growth Boundary Issue Pertaining to Willamette River Crossing

14. ADJOURNMENT

COUNCIL MEETING: September 6, 2016

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: VOLUNTEER OF THE QUARTER AWARD

ISSUE:

The Volunteer Coordinating Committee has selected Bob Shackelford as the recipient of the Volunteer of the Quarter Award for third quarter 2016. Mr. Shackelford was nominated by Matt Lawyer. The nomination letter is attached.

Mr. Shackelford has been invited to the meeting to accept his volunteer award. Our thanks and congratulations to Mr. Shackelford for his contributions to our community.

City of Keizer
Volunteer of the Quarter Nomination

Each quarter, the City of Keizer recognizes an individual or group of individuals for their contributions to the Keizer community. This award is designed to recognize the achievement and to encourage actions that enhance the city of Keizer, the Keizer community, and the lives of our citizens.

Process for Award Nomination:

- A written nomination form is submitted to the Keizer City Recorder – P.O. Box 21000/930 Chemawa Road NE, Keizer, Oregon 97307 or submitted by clicking the submit button above.
- Additional letters of support, supplementary information such as pictures, news stories, biographical information, or other materials that show the project or contribution of the nominee may be included.
- The nomination will be reviewed and decided by the Volunteer Coordinating Committee. The nominator may be requested to attend a meeting of the Volunteer Coordinating Committee to answer questions or explain the nomination in further detail.
- The award will be then presented at a regular meeting of the Keizer City Council.

Name of Nominee(s): Bob Schakelford

Address of Nominee (s): 1018 Leeward Ct N Keizer OR 97303

Nominee Phone Number or Contact Information: 503-983-4086

Please provide a brief description, including the dates or time period, of the nominees' contributions and the reason why you are nominating for this award:

Bob is the de facto leader of the MAK here in Keizer. He has coordinated the efforts of Keizer's men to volunteer for numerous local events. In May he worked to set up for Keizer Homegrown Theatre's play, set up for Iris Fest, coordinated help for the Antique Steam reenactments and many other small deeds the benefit the city and it's citizens.

Explain the impacts these contributions have had on the city of Keizer or the Keizer community:

His efforts as the de facto leader have brought the men of Keizer together to focus positive efforts to improve our city. He has brought focus to the everyday citizen and their needs as well as helping out local business owners. He has also created a great relationship with the Community Dinner and will continue to bring the MAK back for more MAK ran community dinners.

Nominator Information:

Your name: Matt Lawyer

Address: 7055 Pierce Dr N Keizer, OR 97303

Phone Number – Contact Information 808-393-8700

City of Keizer, Oregon

Proclamation

WHEREAS, the Benevolent and Protective Order of Elks, through its Constitution, is a Patriotic Order; and

WHEREAS, the Order promotes the ideals that the citizens of this nation live in freedom, won through the great sacrifices and many tribulations which have provided the foundation for a free, prosperous and independent life; and

WHEREAS, we realize that each generation must work to maintain this freedom, otherwise, through carelessness or indifference, the rights and liberties enjoyed may vanish; and

WHEREAS, it is fitting and proper to recognize this freedom and honor the nation, which provides it.

NOW, THEREFORE, I, CATHY CLARK, Mayor of the City of Keizer do hereby proclaim September 5 – 11, 2016 as

NATIONAL PATRIOTISM WEEK

During this event, urge all citizens to join with the Benevolent and Protective Order of Elks in expressing gratitude for privilege of American Citizenship with appropriate celebrations and observances.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to be affixed this 6th day of September, 2016.

MAYOR CATHY CLARK
City of Keizer, Oregon

City of Keizer, Oregon

Proclamation

WHEREAS, it is the privilege and duty of the American people to commemorate the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, CATHY CLARK, by the virtue of the authority vested in me as Mayor of the City of Keizer in the State of Oregon, do hereby proclaim the week of September 17th through 23rd as

CONSTITUTION WEEK

AND urge all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to affixed this 6th day of September, 2016.

MAYOR CATHY CLARK
City of Keizer, Oregon

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

**SUBJECT: VOLUNTEER COORDINATING COMMITTEE RECOMMENDATIONS FOR
APPOINTMENT**

ISSUE:

The Volunteer Coordinating Committee met on August 18 to review applications and interview candidates for openings on several City committees. The Committee is recommending the following applicants for appointments:

- Budget Committee – **Ron Bersin**, Position #1; for a three year term expiring August 31, 2019.
- Keizer Economic Development Commission – **Bob Shackelford**, Position #1 and **Carlos Soto**, Position #3; each for three year terms expiring September 30, 2019.
- Keizer Festivals Advisory Board (K-FAB) – **Bob Shackelford**, Position #3, for a three year term expiring May 31, 2019.
- Keizer Planning Commission – **Jerry Crane**, Position #1 and **Michael DeBlasi**, Position #2; terms beginning upon swearing in at the October 12, 2016 Planning Commission meeting and expiring September 30, 2019.

RECOMMENDATION:

It is recommended the City Council accept the recommendations of the Volunteer Coordinating Committee and appoint the applicants as outlined above.

CITY COUNCIL MEETING: September 6, 2016

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

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

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

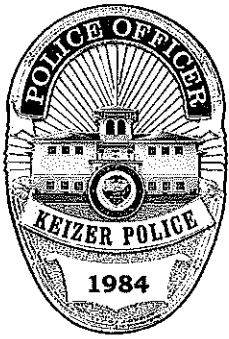
SUBJECT: KEIZER LIQUOR STORE - LIQUOR LICENSE APPLICATION

BACKGROUND:

On August 11, 2016 the City received an application for a new liquor license for Keizer Liquor Store which will be located at 5023 River Road North, Keizer, Oregon. The store will be moving from their current location at 3530 River Road North. The applicant is Oliver and Christy Coker. This new application will allow the store to sell beer and wine for consumption off premises. As required by Keizer Ordinance a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the proposed establishment. The Keizer Police Department reports a clear background check on the applicants. In addition, the Keizer Community Development Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

RECOMMENDATION:

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



KEIZER POLICE DEPARTMENT

Phone: 503-390-3713 ★ Fax: 503-390-8295 ★ www.keizerpd.com
930 Chemawa Rd NE ★ PO Box 21000 ★ Keizer, OR 97307-1000

COUNCIL MEETING: _____
AGENDA ITEM NUMBER: _____

TO: Mayor Clark and City Council Members

THRU: Chris Eppley, City Manager

FROM: John Teague, Chief of Police
Paula Collins, Support Services Supervisor *PC*

SUBJECT: Liquor License Application – Keizer Liquor Store

ISSUE: Shall the City Council approve the new outlet liquor license application of Keizer Liquor Store, located at 5023 River Road N., Keizer, Oregon 97303

Background:

The applicants, Oliver and Christy Coker, have no Oregon Criminal History Record.

There have been no calls for service at this address in the past year.

Thus, the background investigation did not reveal any information to be in conflict with Keizer City Ordinance 2010-623.

Recommendation:

The Keizer Police Department Recommends approval of the new outlet liquor license application for Keizer Liquor Store, 5023 River Road N., Keizer, Oregon 97303.



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
☐ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club

☐ Limited On-Premises Sales (\$202.60/yr)
☒ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other: _____

ACTIONS

- ☐ Change Ownership
☒ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☐ Other _____

90-DAY AUTHORITY

☐ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- ☐ Limited Partnership ☒ Corporation ☐ Limited Liability Company ☐ Individuals

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: MH

Date: 7/1/16

90-day authority: ☐ Yes ☒ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① CJC Spirits & More, INC. ③ _____

② _____ ④ _____

2. Trade Name (dba): Keizer Liquor Store

3. Business Location: 5023 River Road Keizer Marion Oregon 97303
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: _____
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-390-0322 503-393-2553
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: Oliver Coker Type of License: Liquor Store

8. Former Business Name: _____

9. Will you have a manager? ☒ Yes ☐ No Name: Oliver Coker
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? City of Keizer
(name of city or county)

11. Contact person for this application: Oliver Coker 503-580-1516
(name) (phone number(s))
3530 River Rd N Keizer 503-393-2553 keizerliquor@gmail.com
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

① [Signature] Date 6/23/16 ③ _____
RECEIVED
OREGON LIQUOR CONTROL COMMISSION

② [Signature] Date 6/16/16 ④ _____
JUN 27 2016



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Oliver Coker Phone: 503-580-1516
Trade Name (dba): Keizer Liquor Store
Business Location Address: 5023 River Rd N.
City: Keizer ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	<u>10</u>	to	<u>7</u>
Monday	<u>10</u>	to	<u>8</u>
Tuesday	<u>10</u>	to	<u>8</u>
Wednesday	<u>10</u>	to	<u>8</u>
Thursday	<u>10</u>	to	<u>8</u>
Friday	<u>10</u>	to	<u>9</u>
Saturday	<u>10</u>	to	<u>9</u>

Outdoor Area Hours:

Sunday	<u>N/A</u>	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

The outdoor area is used for:

- ☐ Food service Hours: _____ to _____
☐ Alcohol service Hours: _____ to _____
☐ Enclosed, how _____

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

(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- | | |
|--|---|
| ☐ Live Music | ☐ Karaoke |
| ☐ Recorded Music | ☐ Coin-operated Games |
| ☐ DJ Music | ☐ Video Lottery Machines |
| ☐ Dancing | ☐ Social Gaming |
| ☐ Nude Entertainers | ☐ Pool Tables |
| | ☐ Other: _____ |

DAYS & HOURS OF LIVE OR DJ MUSIC

N/A

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

SEATING COUNT

Restaurant: _____ Outdoor: _____
Lounge: _____ Other (explain): _____
Banquet: _____ Total Seating: _____

OLCC USE ONLY

Investigator Verified Seating: N/A (Y) (N)
Investigator Initials: MEH
Date: 7/1/16

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

Applicant Signature: _____ Date: 6/23/16

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

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

Oliver Coker
Applicant Name
Keizer Liquor Store
Trade Name (dba):
Keizer 97303
City and ZIP Code

.....OLCC USE ONLY.....	
MINOR POSTING ASSIGNMENT(S)	
N/A	
Date: <u>7/1/16</u>	Initials: <u>MC</u>

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS
THROUGH: CHRIS EPPLEY, CITY MANAGER
NATE BROWN, COMMUNITY DEVELOPMENT DIRECTOR
FROM: SHANE WITHAM, ASSOCIATE PLANNER

SUBJECT: Proposed text amendments

Attachments:

- **Section 1.200 (Definitions) – draft**
- **Section 2.201 (General Standards) - draft**
- **Section 2.302 (Street Standards) - draft**
- **Section 2.310 (Development Standards for Land Divisions) - draft**

ISSUE:

The proposed revisions to the Keizer Development Code relate to the standards governing private access easements. The Planning Commission held a public hearing on July 13, 2016 to consider the proposed changes and voted unanimously to support the proposed text amendments.

DISCUSSION:

Four sections of the Development Code are proposed to be revised, pertaining to requirements governing private access easements. It was brought to staff's attention that requirements pertaining to access easement widths were overlooked when the infill standards were incorporated throughout the development code, which resulted in conflicting language between the Development Code and Fire Code requirements. The proposed change will clarify the minimum width required for an access easement, consistent with Fire Code provisions.

Additionally, changes are proposed to the language governing access easement lengths, the number of parcels/dwellings allowed to be served by a private access easement, and signage requirements for no parking. These changes will clarify ambiguity created by the existing language as to how the overall access easement length is measured and will also give some flexibility to achieve development objectives to provide additional residential density.

The proposed revisions include:

- Width: 20 feet minimum (previously 14 feet was allowed for 1 dwelling).
- Length: may exceed 300 feet if additional access point is provided (subject to Fire District review and City approval).
- Max of 8 dwellings for single family/duplex development when easement provides "through" access and public pedestrian and bicycle connectivity (previously 4 dwelling units was maximum).
- Multi-Family/Commercial – allowed with no specific limit on the number of dwelling units served (subject to Fire District review and City Approval).

RECOMMENDATION:

That the City Council open the public hearing to consider the proposed text amendments and direct staff to prepare an ordinance with findings to adopt the proposed revisions.

1.200 DEFINITIONS

1.200.01 General Provisions

- A. General and Specific Terms. The definitions contained in this Section include those that are applicable to the entire ordinance (general), and those terms that are apply to specific Sections (specific). Terms used in specific Sections are identified as follows:

[Adult]Adult Entertainment Business; Section 2.418

[Flood]Floodplain Overlay Zone; Section 2.120

[Greenway] Greenway Management Overlay Zone; Section 2.121

[Historical] Historical Landmark Overlay Zone; Section 2.125

[RV Park] Recreational Vehicle Park; Section 2.412

[Signs]Signs; Section 2.308

- B. Interpretation. When there are two definitions for the same word or phrase, then the definition most applicable for the given situation shall apply. If appropriate, specific terms may be applied to general situations. (5/98)

1.200.02 Grammatical Interpretation.

Words used in the masculine include the feminine, and feminine the masculine. Words used in the present tense include the future, and the singular includes the plural. The word "shall" is mandatory. Where terms or words are not defined, they shall have their ordinary accepted meanings within the context of their use. The contemporary edition of Webster's Third New International Dictionary of the English Language (principal copyright 1961) shall be considered as providing accepted meanings. (5/98)

1.200.03 Diagrams

Diagrams are provided for terms or phrases in order to provide an illustrative example. (5/98)

1.200.04 Definitions.

The following words and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Section:

Access: The way or means by which pedestrians and vehicles shall have ingress and egress to property. (5/98)

Access Easement:

A narrow, private, limited use roadway, which provides access to a public street for **a maximum of four dwelling units properties** that do not have usable public street frontage. (01/02)

2.201 GENERAL STANDARDS

2.201.01 Minimum Requirements

In interpreting and applying this Ordinance, these provisions shall be considered the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience, and general welfare. (5/98)

2.201.02 Building Permits

- A. Building Permits Required. No building shall be constructed or structure erected without receiving the appropriate building permit. Building permit shall include electrical, mechanical, structural, foundation and similar types of permits issued by the appropriate building codes agency. (5/98)
- B. Completion of a Structure. Public, commercial or industrial structures shall receive a Certificate of Occupancy within two years of beginning construction. A structure not completed within the required time period of beginning construction shall constitute a violation of this Ordinance and is subject to the violation provisions in Section 1.102.05. (5/98)

2.201.03 Lots of Record

- A. Legal Lot. A parcel is a legal lot of record for purposes of this Ordinance when the lot conforms to all zoning requirements, subdivision requirements, and Comprehensive Plan provisions in effect on the date when a recorded deed or contract creating the separate lot or parcel was signed by the parties to the deed or contract. (5/98)
- B. Separate Legal Lot. A lot or parcel which is a separate legal lot or parcel prior to the adoption of this Ordinance shall remain a separate legal lot regardless of ownership. (5/98)
- C. Development of a Lot of Record. The use or development of any legal lot of record shall be subject to the regulations applied to the property when such development or use begins, irrespective of the lot width, street frontage, depth or area, but subject to all other regulations. (5/98)

2.201.04 Access to a Public Street

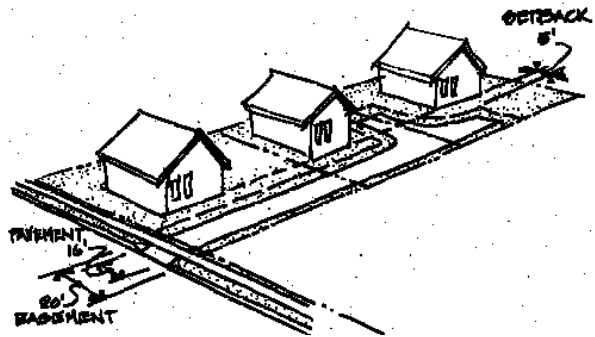
- A. Access Required. All uses shall be located on property having access to a public street. Access to a public street is defined as a minimum of 20 feet of frontage on one of the following: (5/98)
 - 1. Public Street. A public street with a right-of-way not less than 20 feet wide that is unobstructed, has been graveled or paved, and is open for public use to the property. (5/98)

2. Private Street. A private street may be used to access a public street when compliance with Section 2.302.02.F is demonstrated. (10/02)
3. Private Access Easement. A private access easement of not less than ~~14~~ 20 feet where the access easement connects the property to a public street and the easement is improved to the minimum standards of Section 2.302.08. (5/98)



Public Street Right of Way

EASEMENT 20' FOR TWO OR MORE HOUSES
PAVEMENT 16' FOR TWO OR MORE HOUSES
SETBACK 5' FOR BUILDINGS FROM EASEMENT



Access Easement

2.201.05 Solar Devices

- A. Solar Devices Permitted. The use of solar energy systems including solar collectors, storage facilities, and distribution components for space heating and cooling and domestic water heating is permitted within all zones. (5/98)
- B. Height Exceptions. Solar collectors and the equipment used for the mounting and operation of such collectors, where necessary, may be elevated above the height limitation in residential zones. (5/98)

2.201.06 Unsafe Building

Nothing in this Ordinance shall prevent the strengthening or restoring to a safe condition of any building or structure declared unsafe by proper authority. (5/98)

2.201.07 Structures to be on a Lot

All structures and uses shall be entirely situated on a single lot with the following provisions: (5/98)

- A. Condominiums. Structures allowed under the Unit Ownership law (ORS 91.400 et seq.) shall be excepted from this requirement. (5/98)

- B. Zero Lot Line. Buildings that are attached at a common property line or which are detached and located immediately adjacent to a property line, and which meet all requirements of the Building Code as separate buildings, shall be considered separate. (5/98)
- C. Placement on Two or more Lots. Where a structure is placed on two or more separate lots under single ownership so that the structure overlaps a common boundary or encroaches on required yards along the common boundary, the separate lots shall be considered a single lot for the purpose of this Ordinance. Nothing in this provision permits the placement of buildings on a easement. (5/98)
- D. Portable Structures Restricted. Portable structures housing non-residential uses are prohibited except when used for a permitted temporary business or when used as an addition to an existing business located in a permanent structure and when erected and operated in accordance with all applicable building and fire codes, and City sewer and water standards. (5/98)

2.201.08 Division or Alteration of Lots

In addition to any partitioning or subdivision requirements in the Ordinance, no lot held under separate ownership shall be divided or altered so that it does not meet the requirements in this Ordinance. If a lot does not meet such requirements at the time this Ordinance is adopted, it shall not be divided or altered in such a manner that the lot is less in conformity with these regulations in any respect. (5/98)

2.302 STREET STANDARDS

2.302.01 Purpose

- A. Safety. To provide for safe, efficient, and convenient vehicular, [bicycle](#), and [pedestrian](#) movement in the City of Keizer. (5/98)
- B. Access. To provide adequate access to all proposed developments in the City of Keizer. (5/98)
- C. Public Facility Access. To provide adequate area in all public rights-of-way for sidewalks, sanitary sewers, storm sewers, water lines, natural gas lines, power lines and other utilities commonly and appropriately placed in such rights-of-way. (5/98)

2.302.02 Scope

The provisions of this Section shall be applicable for the following: (5/98)

- A. Land Divisions. The creation, dedication or construction of all new public or private streets in all subdivisions, partitions or other developments in the City. (05/98)
- B. Street Expansion. The extension or widening of existing public or private streets or rights-of-way, easements, or street improvements including those which may be proposed by an individual or the City, or which may be required by the City in association with other development approvals. (10/02)
- C. Utility Improvements. The construction or modification of any utilities or sidewalks in public rights-of-way, existing private street, or private access easements. (10/02)
- D. Street Trees. The planting of any street trees or other landscape materials in public rights-of-way. (5/98)
- E. Exceptions. Provisions of this Section do not apply in existing developed areas of the City. Improvements in these areas shall be based on standards adopted by the Department of Public Works. (5/98)
- F. Private Streets. Private streets and improvements on private streets are allowed only in the following situations:
 - 1. Improvements and/or widening of existing and allowed private streets.
 - 2. Creation of new private streets within an existing subdivision or PUD already containing approved private streets.
 - 3. Creation of new private streets in a proposed subdivision, PUD, or partition if the only access to the proposed subdivision, PUD, or partition is via existing and approved private streets. (10/02)

2.302.03 General Provisions

The following provisions shall apply to the dedication, construction, improvement or other development of all public streets in the City of Keizer: (5/98)

- A. General Requirement. The location, width, and grade of streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and to the proposed use of the land to be served by the streets. (5/98)
- B. Continuation of Streets. Development proposals, including subdivisions and partitions, shall provide for the continuation of, and connection to, streets where necessary to promote appropriate traffic circulation in the vicinity of the development. Where necessary to give access or permit a satisfactory future division of adjoining land, streets and utilities shall be extended to property boundaries to allow the future extension of streets and infrastructure. A temporary turnaround shall be constructed for stub streets in excess of 150 feet in length. (01/02)

No street or utility extensions are required when any of the following circumstances exist: (01/02)

- 1. Less than three additional existing or future lots on adjoining parcels would gain access from the extension. For purposes of this criterion, the size of said future lots shall be no greater than two times the minimum lot size of the zone. (01/02)
- 2. Parcel shape or size prevents new lots from meeting lot width or depth standards when a public street is proposed through the parcel. (10/15)
- 3. Partial-width streets where adjoining development would provide a full-width public street, does not eliminate the need for variances to lot depth or width requirements. (10/15)
- 4. Natural physical obstructions or barriers, such as parkland, floodplain, slopes, or significant trees, make access and connectivity unreasonable or impracticable. (01/02)
- 5. Providing access and connectivity to one or more adjoining parcel(s) would not be useful given that at least one of the following conditions exist: (01/02)
 - a. A future street plan demonstrates that adequate access and connectivity is provided from the adjacent parcel(s). (01/02)

- b. The development potential of the adjoining parcel(s) is (are) limited due to physical or jurisdictional constraints to such a degree that connectivity is unreasonable or impracticable. (01/02)
- C. Alignment. All streets other than minor streets or cul-de-sacs, as far as practical, shall be in alignment with existing streets by continuation of the existing centerlines. The staggering of street alignments resulting in "T" intersections shall, wherever practical, leave a minimum distance of 200 feet between the center lines of streets having approximately the same direction and otherwise shall not be less than 100 feet. (5/98)
- D. Future extension of streets. When it appears possible to continue a street, bicycle path and/or pedestrian accessway into a future subdivision, adjacent acreage or area attractors such as schools and shopping centers, streets, bicycle paths and/or pedestrian accessway facilities shall be platted and built to a boundary of the subdivision. The street may be platted without a turnaround unless the Public Works Department finds a turnaround is necessary for reasons of traffic safety. Any street extension exceeding 150 feet in length shall be provided with an approved turnaround as set forth in [Section 902.2.2.4 "Dead Ends" of the Uniform Fire Code, 1994 edition](#). (5/98)
- E. Intersection angles. Streets shall be laid out to intersect at angles as near to right angles as practical, except where topography requires lesser angles. Intersections of less than 60 degrees shall require special intersection designs. Streets shall have at least 50 feet of tangent adjacent to intersections unless topography requires lesser distances. Intersections that are not at right angles shall have minimum corner radii of 15 feet. Major arterial intersections shall have curb radii of not less than 35 feet. Other street intersections shall have curb radii of not less than 20 feet. (5/98)
- F. Existing Streets. Whenever existing public streets adjacent to or within a tract are of a width less than the street design standards, additional right-of-way shall be provided at the time of subdivision, partitioning, or development. (5/98)
- G. Half-Streets. Half-streets may be approved where essential to the reasonable development of an area and when the City finds it to be practical to require the dedication of the other half when the adjoining property is developed. When a $\frac{3}{4}$ width street can reasonably be developed, as determined the Department of Public Works, a half street will be constructed with an additional 10 feet of pavement on the opposite side of the street from full improvement. (5/98)
- H. Cul-de-sacs. The maximum length shall be 800 feet. (5/98)
- I. Street Names. Street names and numbers shall conform to the established standards and procedures in the City. (5/98)

- J. Grades and Curves. Grades shall not exceed 7 percent on arterials, 10 percent on collector streets or 15 percent on any other street. Street grades of 15 percent shall not exceed 200 feet in length. To provide for adequate drainage, all streets shall have a minimum slope of 0.5 percent. On arterials there shall be a tangent of not less than 100 feet between reversed curves. (5/98)
- K. Frontage Streets. If a development abuts or contains an existing or proposed arterial or collector street, the City may allow frontage streets, or may require reverse frontage lots with suitable depth, screen planting contained in a non-access reservation along the rear or side property line, or such other treatment as may be necessary for adequate protection of residential properties, to afford separation of through and local traffic, and to preserve the capacity and safety of the collector or arterial street. (5/98)
- L. Alleys. Alleys shall be provided in commercial and industrial zones unless other permanent provisions for access to off-street parking and loading facilities are provided. The corners of alley intersections shall have radii of not less than 10 feet. (5/98)
- M. Street Landscaping. Where required as part of the right-of-way design, planting strips shall conform with the following standards: (5/98)
1. Street trees shall be planted at a ratio of no less than one tree per 30 feet of property frontage. Street trees shall conform with the list of acceptable trees included in the City's Street Tree Ordinance. Installation of street trees shall be included in any improvement agreement covering the installation of public facilities and services on a property. (5/98)
 2. Planting strips shall be planted and maintained in predominantly living groundcover materials with hard surfaces consisting of bricks, pavers, rocks, decorative concrete work, etc., only being included as part of an overall landscape design where living plant material is predominant. In no case shall asphalt be used within the planting strip. (5/98)
- N. Access Control Standards. The following access control standards apply to public, industrial, commercial and residential developments including land divisions. Access shall be managed to maintain an adequate level of service and to maintain the functional classification of roadways as required by the City of Keizer Transportation System Plan. Major roadways, including arterials and collectors, serve as the primary system for moving people and goods within and through the city. Access management is a primary concern on these roads. Local streets and alleys provide access to individual properties. If vehicular access and circulation are not properly designed, these roadways will be unable to accommodate the needs of development and serve their transportation function. (10/15)

The regulations in this section further the orderly layout and use of land, protect community character, and conserve natural resources by promoting well-designed road and access systems and discouraging the unplanned subdivision of land. (07/09)

1. Traffic Impact Analysis Requirements. The City or other agency with access jurisdiction may require a traffic study prepared by a qualified professional to determine access, circulation and other transportation requirements. (See also, Section 2.301.03 Traffic Impact Analysis.) (07/09)
2. The City or other agency with access permit jurisdiction may require the closing or consolidation of existing curb cuts or other vehicle access points, recording of reciprocal access easements (i.e., for shared driveways), development of a frontage street, installation of traffic control devices, and/or other mitigation as a condition of granting an access permit, to ensure the safe and efficient operation of the street and highway system. Access to and from off-street parking areas shall not permit backing onto a public street. (07/09)
3. Access Options. When vehicle access is required for development (i.e., for off-street parking, delivery, service, drive-through facilities, etc.), access shall be provided by one of the following methods (a minimum of 10 feet per lane is required; planned access shall be consistent with adopted public works standards for road construction). These methods are “options” to the developer/subdivider. (07/09)
 1. Option 1. Access is from an existing or proposed alley or mid-block lane. If a property has access to an alley or lane, direct access to a public street is not permitted. (07/09)
 2. Option 2. Access is from a private street or driveway connected to an adjoining property that has direct access to a public street (i.e., “shared driveway”). A public access easement covering the driveway shall be recorded in this case to assure access to the closest public street for all users of the private street/drive. (07/09)
 3. Option 3. Access is from a public street adjacent to the development parcel. If practicable, the owner/developer may be required to close or consolidate an existing access point as a condition of approving a new access. Street accesses shall comply with the access spacing standards in Subsection 6, below. (07/09)
4. Subdivisions Fronting Onto an Arterial Street. New residential land divisions fronting onto an arterial street shall be required to provide alleys or secondary (local or collector) streets for access to individual lots. When alleys or secondary streets cannot be constructed due to topographic or other physical constraints, access may be provided by consolidating

driveways for clusters of two or more lots (e.g., includes flag lots and mid-block lanes). (07/09)

5. Double-Frontage Lots. When a lot has frontage onto two or more streets, access shall be provided first from the street with the lowest classification. For example, access shall be provided from a local street before a collector or arterial street. (07/09)
6. Access Spacing: The following minimum access spacing standards apply to public streets and driveways on arterial streets: (07/09)

Arterial Access Spacing Standards

Posted Speed (miles per hour)	Minimum Spacing (feet)
25	150
30	150
35	150
40	185
45	230
50 or higher	275

7. Number of Access Points. For single-family (detached and attached), two-family, and three-family housing types, one street access point is permitted per lot, when alley access cannot otherwise be provided; except that two access points may be permitted for two-family and three-family housing on corner lots (i.e., no more than one access per street), subject to the access spacing standards in Subsection 6, above. The number of street access points for multiple family, commercial, industrial, and public/institutional developments shall be minimized to protect the function, safety and operation of the street(s) and sidewalk(s) for all users. Shared access may be required, in conformance with Subsection 8 below, in order to maintain the required access spacing, and minimize the number of access points. (07/09)
8. Shared Driveways. The number of driveway and private street intersections with public streets shall be minimized by the use of shared driveways with adjoining lots where feasible. The City shall require shared driveways as a condition of land division or site design review, as applicable, for traffic safety and access management purposes in accordance with the following standards: (07/09)

- a. Shared driveways and frontage streets may be required to consolidate access onto a collector or arterial street. When shared driveways or frontage streets are required, they shall be stubbed to adjacent developable parcels to indicate future extension. “Stub” means that a driveway or street temporarily ends at the property line, but may be extended in the future as the adjacent parcel develops. “Developable” means that a parcel is either vacant or it is likely to receive additional development (i.e., due to infill or redevelopment potential). (07/09)
 - b. Access easements (i.e., for the benefit of affected properties) shall be recorded for all shared driveways, including pathways, at the time of final plat approval or as a condition of site development approval. (07/09)
 - c. Exception. Shared driveways are not required when existing development patterns or physical constraints (e.g., topography, parcel configuration, and similar conditions) prevent extending the street/driveway in the future. (07/09)
9. Street Connectivity and Formation of Blocks Required. In order to promote efficient vehicular and pedestrian circulation throughout the City, land divisions and large site developments shall produce complete blocks bounded by a connecting network of public and/or private streets, in accordance with the following standards: (07/09)

Block Length. The maximum block length shall be consistent with 2.310.04 Additional Design Standards for Subdivisions. (07/09)

Street Standards. Public and private streets shall also conform to Section 2.302 Street Standards in the City of Keizer Development Code (Table 4.1 Street Design Standards in the TSP). (07/09)

Exception. Exceptions to the above standards may be granted when blocks are divided by one or more pathway(s), in conformance with the provisions of 2.310.04(C)(2). (07/09)
10. Pedestrian/Bicycle Accessways. Accessways shall be located to minimize out-of-direction travel by pedestrians and may be designed to accommodate bicycles. (07/09)
11. Street lights. Street lights shall be required for public streets serving more than four dwelling units. Street lights shall be located within a right of way or in utility easements. Street lights are not required along private access easements. Street lights shall be designed to direct the light down toward

the street and sidewalk and as much as practicable away from adjoining homes. (10/15)

O. Trees Along Public Streets

Streetscape trees are required along public streets, shall comply with the provisions of Section 2.309, and must be located according to the following provisions: (10/15)

1. Streetscape trees shall be planted within the boundaries of each lot within 10 feet of street improvements. (10/15)
2. Lots measuring less than 45 feet in width shall be required to plant one streetscape tree. Lots measuring more than 45 feet in width shall be required to plant two streetscape trees. (10/15)
3. Streetscape trees shall be selected from a list of approved trees. (10/15)

2.302.04 General Right-of-Way and Improvement Widths

The following standards are general criteria for public streets in the City of Keizer. These standards shall be the minimum requirements for all streets, except where modifications are permitted under Subsection 2.202.05. (5/98)

The street design standards show five different options for local streets. These standards allow the City flexibility in the design of the street network. (7/09)

Table 4.1 Street Design Standards (07/09)

Functional Classification ¹	Number of Lanes	Parking	Bike Lanes ²	Roadway Width (ft) ³	Sidewalks	Right-of-Way Width (ft) ^{4,5}	Maximum Dwelling Units Served
Major Arterial	5	No ⁶	Yes	50-72	Yes	84	-
Minor Arterial	3	No ⁶	Yes	36-50	Yes	72	-
Collector 2		No ⁶	Yes	36-50	Yes	68	-
Local V	2	Yes	No	34	Yes	48	-
Local IV	2	Yes	No	32	Yes	46	79
Local III	2	Yes	No	30	Yes	44	19
Local II	2	Yes	No	30	Yes	42	14
Local I	2	Yes ⁷	No	28	Yes ⁷	35	9

1. All local street Categories have a ten-foot public utility easement on both sides and a five-foot slope and utility easement on collectors and arterials.
2. Standard bike lane widths are six feet; although five feet may be approved on a case-by-case basis.

3. Street improvements and right-of-way widths may be increased on a case-by-case basis as required by the City in accordance with Public Works Design Standards
4. All Street will have five-foot wide sidewalks on both sides, unless noted. Meandering sidewalks may be considered/required on arterials and collectors.
5. Additional right-of-way may be required at intersections for additional turning lanes. Right-of-way at intersections is required to provide for a minimum 20-foot curb return radius.
6. Depending on installed improvements
7. Parking/sidewalks only required on one side of street

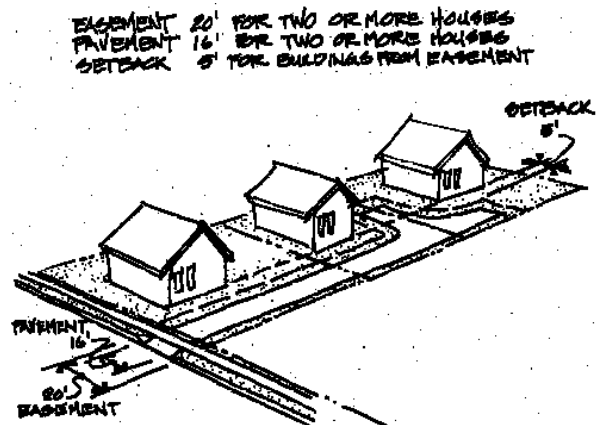
2.302.05 Modification of Right-of-Way and Improvement Width

The City, pursuant to variance approval, may allow modification to the public street standards of Subsection 2.302.04, when the following criteria are satisfied: (5/98)

- A. Modification Permitted. The modification is necessary to provide design flexibility where: (5/98)
1. Unusual topographic conditions require a reduced width or grade separation of improved surfaces; or
 2. Parcel shape or configuration precludes accessing a proposed development with a street which meets the full standards of Section 2.302.04; or
 3. A modification is necessary to preserve trees or other natural features determined by the City to be significant to the aesthetic character of the area; or
 4. The modification of street standards is necessary to provide greater privacy or aesthetic quality to the development. (5/98)
- B. Vehicular Access Maintained. Modification of the standards of Section 2.302.04 shall only be approved if the City finds that the specific design proposed provides adequate vehicular access based on anticipated traffic volumes. (5/98)

2.302.06 Construction Specifications

Construction specifications for all public and private streets shall comply with the standards of the most recently adopted public works/street standards of the City of Keizer. Construction permits are required by the Public Works Department. (10/02)



2.302.07 Improvement Width for Private Streets (If allowed in Section 2.302.02F)

Private streets may be constructed to the same or greater width of the existing connecting private street. (10/02)

2.302.08 Private Access Easements

A private access easement created as the result of an approved partitioning or subdivision shall conform to the following: (5/98)

- A. Width. Private access easements shall only be allowed where the applicable standards criteria of Section 2.310.03.D., are satisfied. The easement shall comply with the following additional standards: (5/98)
1. Minimum easement width: 14- 20 feet for 1 dwelling unit; 20 feet for two or more dwelling units with no on-street parking within the minimum required width. (5/98)
 2. Minimum paved width: 12 feet for 1 dwelling unit; 16 feet for two or more dwelling units. (5/98)
 3. ~~3.~~ Maximum length: 300 feet for single access to a public street. If there are two or more access points to a public street, the proposed easement may be more than 300 feet if it is the only way to allow for effective development in unique circumstances where it is not practical to serve the development with a public street. Access easements exceeding 300 feet in length must be reviewed by the local Fire District for compliance with the Fire Code, and must receive City approval. The following criteria for City approval will be used:
 - a. A public street is impractical, and an easement is the only feasible method to provide access.
 - b. Adequate parking and safe maneuverability is provided.
 - c. Does not preclude the ability for future redevelopment, and must allow a density no less than 75% of the maximum density of the underlying zone.
 4. Single Family/Duplex Development: No more than 4 dwelling units shall have their sole access to ~~the~~ an access easement unless through access (two or more public street access points) are provided. If the access easement provides through access, no more than 8 dwelling units may be served by the access easement. All access easements providing access to more than 4 dwelling units must provide public bicycle and pedestrian access for connectivity. The instrument recording the access easement must indicate public bicycle and pedestrian access is allowed.

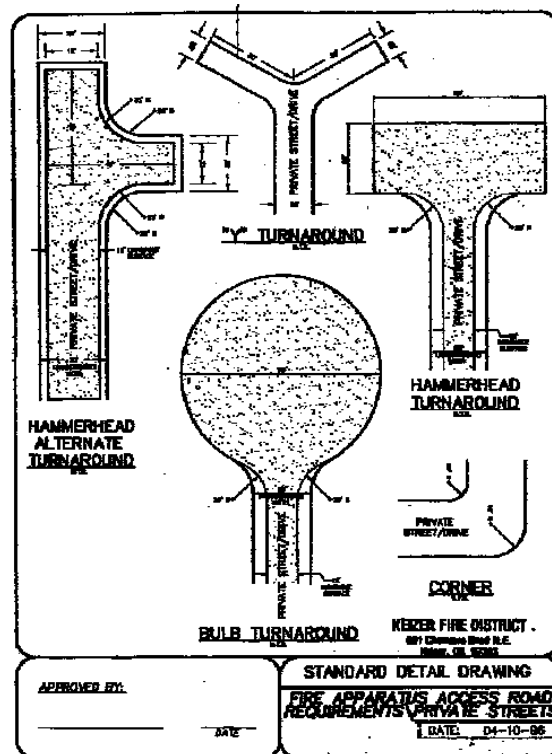
5. Multi-Family/Commercial Development: Access easements serving multi-family and commercial uses may be allowed if it is the only feasible method to provide access to a parcel without public street frontage, or if it is impractical to serve the development with a public street. Access easements are subject to Fire District review and City approval. The design of the easement must be reviewed by the local Fire District for compliance with the Fire Code and must meet the requirements outlined in Section 2.303 for parking lot aisle widths, and all other city standards governing vehicle access contained in the KDC and adopted Public Works Street Standards.

B. Maintenance. Provision for the maintenance of the street shall be provided in the form of a maintenance agreement, home owners association, or other instrument acceptable to the City. (5/98)

C. Turn-around. A turn-around shall be required for any access easement which is the sole access and which serves two or more residences. Turn-arounds shall be either a circular turn-around with a minimum paved radius of 38 feet, or a "tee" or "hammerhead" turn-around with a minimum paved dimension across the "tee" of 60 feet. (10/15)

D. Parking

1. Fire Lanes. No parking allowed. All private access easements serving as the sole access for two or more residences shall be designated as fire lanes and shall display No Parking signs approved by the Fire District City unless additional paved width is provided. (5/98)



Approved Turn Around Designs

2. ~~Parking shall be provided as outlined in Section 2.303 for all private access easements. If the parking is parallel to and adjacent to the easement, its area shall be included within the maintenance agreement for the easement.~~ (10/15)

E. Trees Along Access Easements

Streetscape trees are required along access easements, shall comply with the provisions of Section 2.309, and must be located according to the following provisions: (10/15)

1. Streetscape trees shall be planted within the boundaries of each lot within 10 feet of access improvements. (10/15)
2. Lots measuring less than 45 feet in width shall be required to plant one streetscape tree. Lots measuring more than 45 feet in width shall be required to plant two streetscape trees. (10/15)
3. Streetscape trees shall be selected from a list of approved trees. (10/15)

F. Screening

A 6 foot high sight obscuring fence, wall, or hedge shall be placed along the exterior side of an access easement to provide screening to any adjacent properties. (10/15)

2.310 DEVELOPMENT STANDARDS FOR LAND DIVISIONS

2.310.01 Purpose

To provide for the orderly, safe, efficient and livable development of land within the City of Keizer. (5/98)

2.310.02 Scope

- A. Application. The provisions of this Section shall apply to all subdivisions and partitions within the City of Keizer. (5/98)
- B. Modification. The design standards in this Section may be modified, provided, findings are established which indicate compliance with these standards is infeasible due to parcel shape, terrain, or location of existing structures. (5/98)

2.310.03 Standards for Lots or Parcels, Property Line Adjustment Required

- A. Minimum lot area. Minimum lot area shall conform to the requirements of the zoning district in which the parcel is located. (5/98)
- B. Property Line Adjustment. Any adjustment of common boundaries between two or more abutting lots or parcels shall require approval of a Property Line Adjustment in accordance with the standards of Chapter 3.1 and the procedures of Chapter 3.2. (6/16)
- C. Lot width and depth. The depth of a lot or parcel shall not be more than 3 times the width of the parcel, with the following exceptions: (5/98)
 - 1. Individual lots for townhouse units shall not be less than 20 feet in width. Lot depth may vary, but shall be adequate to provide a minimum of 300 square feet with no dimension less than 6 feet of semi-private outdoor living space for each unit. (5/98)
 - 2. Individual lots for single-family attached dwelling units shall be designed so that lot depth is not greater than 3 1/2 times lot width. (5/98)
 - 3. Parcels created for public utility uses or in zones where there is no minimum lot area requirement shall be exempt from width to depth ratio provisions. (5/98)
- D. Access. All lots and parcels created after the effective date of this Ordinance shall provide a minimum frontage, on an existing or proposed

public street, equal to the minimum lot width required by the underlying zone. The following exceptions shall apply: (5/98)

1. ~~Residential Lots or parcels, including townhouse developments and Planned Unit Developments,~~ may be accessed via an access easement developed in accordance with the provisions of Section 2.302.08. (10/02)
 2. Lots or parcels in townhouse developments or Planned Unit Developments may be accessed via public or private streets, in accordance with the following standards: (5/98)
 - a. Internal local streets or drives may be private if allowed in Section 2.302.02F and shall be subject to the provisions of Section 2.302. (10/02)
 - b. Collector and arterial streets shall be public and shall comply with the applicable provisions of Section 2.302. Collector or arterial streets may be determined either by design or anticipated traffic volumes. (5/98)
 - c. Local streets that are needed to provide access to adjoining properties shall be public and shall comply with the applicable provisions of Section 2.202. (5/98)
 3. Cul-de-sac lots shall have a minimum frontage of 25 feet. (5/98)
 4. Flag lots, as permitted in Subsection 2.310.03, E. (5/98)
- E. Flag Lots. Flag lots shall only be permitted if it is the only reasonable method by which the rear portion of a lot being unusually deep or having an unusual configuration may be accessed and when in compliance with Section 2.302.03.B. If a flag-lot is permitted, the following standards shall be met: (5/98)
1. The access strip shall not be less than 20 feet wide. The access strip shall be improved with a minimum 12 foot wide paved driveway and paved encroachment which meet applicable City standards. (5/98)
 2. The access strip shall not be included in the calculation of lot area for purposes of determining compliance with any minimum lot size provision of this Ordinance. (5/98)
- F. Through Lots. Through lots shall be avoided except where essential to provide separation of residential development from major streets,

adjacent non-residential activities, or to overcome specific development constraints due to topography or lot orientation. Through lots shall be no less than 100 feet in depth. Lots having their access off a private access easement or adjacent to a private access easement shall not be construed as qualifying as through lots. Screening or buffering, pursuant to the provision of Section 2.307, may be required by the City during the review of the land division request. (06/07)

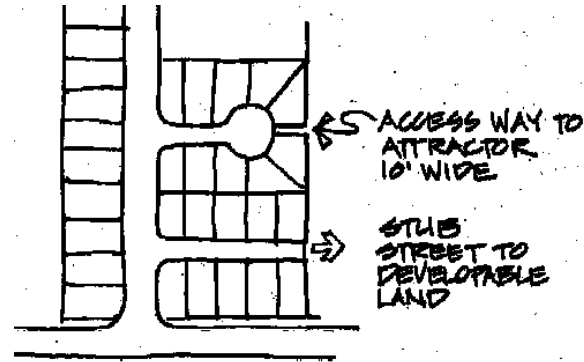
- G. Lot Lines. The side lines of lots, as far as practicable, shall run at right angles to the right-of-way line of the street upon which the lots face. The rear lot line shall be no less than 1/2 the dimension of the front lot line. (5/98)
- H. Utility Easements. Utility easements shall be provided on lot areas where necessary to accommodate public utilities. Such easements shall have a minimum total width as specified in Section 2.302.04 of this Code. (5/98)

2.310.04 Additional Design Standards for Subdivisions

- A. Standards for Blocks
 - 1. General: The length, width, and shape of blocks shall be designed with regard to providing adequate building sites for the use contemplated; consideration of needs for convenient access, circulation, control, and safety of street traffic; and recognition of limitations and opportunities of topography. (5/98)
 - 2. Sizes: Blocks should not exceed 600 feet in length between street lines, except blocks adjacent to arterial streets, or unless the previous adjacent development pattern or topographical conditions justify a variation. The recommended minimum distance between intersections on arterial streets is 1,800 feet. (5/98)
- B. Traffic Circulation. The proposed subdivision shall be laid out to provide safe and, convenient vehicle, bicycle and pedestrian access to nearby residential areas, transit stops, neighborhood activity centers such as schools and parks, commercial areas, and industrial areas; and to provide safe and convenient traffic circulation. At a minimum, "nearby" is interpreted to mean uses within 1/4 mile which can be reasonably expected to be used by pedestrians, and uses within 1 mile of the subdivision boundary which can reasonably be expected to be accessed by bicyclists. (5/98)
- C. Connectivity. To achieve the objective in B., above, the Director may require the following: (5/98)

1. Stub Streets: Where the potential exists for additional residential development on adjacent property. (5/98)

2. Pedestrian/Bicycle Accessways: Public accessways to provide a safe and efficient connection from a residential area to nearby residential areas, transit stops, neighborhood activity centers, including schools, parks, shopping centers, other community services and other commercial and industrial areas when such connections are not available by streets and when a pedestrian must go at least one quarter of a mile out of his or her way to make that connection using the street system. (5/98)



Criteria for – Connectivity Standard Examples

- D. Design Standards. Pedestrian/bicycle accessways shall meet the following design standards: (5/98)

1. Minimum dedicated width: 10 feet
2. Minimum improved width: 10 feet
3. Maximum length: 250 feet. A clear line of vision for the entire length of the accessway shall be required. (5/98)
4. Lighting shall be provided illuminating any walkway exceeding 150 feet in length to a level where the system can be used at night. Lighting shall be included in the lighting district(s) established for the subdivision. (5/98)
5. The accessway shall be designed to prohibit vehicle traffic. (5/98)

2.310.05 Improvement Requirements - Partitions

During the review of partition proposals, the City shall require, as a condition of approval, the following improvements: (5/98)

- A. Private Access. Private driveways serving flag lots, or private streets and access easements, shall be surfaced per the requirements of this Code. (10/02)

- B. Walkways for Private Streets. Sidewalks shall be required in accordance with applicable provisions in Sections 2.302 only if sidewalks currently exist along the connecting street. (10/15)
- C. Street Frontage Improvements. The following improvements shall be required: (5/98)
1. If the street frontage of the subject property is less than or equal to 100 feet, and not along a collector or arterial street the applicant shall sign a non-remonstrance agreement with the City of Keizer. This agreement shall stipulate that the applicant or future property owner will agree to participate in right-of-way improvements. The agreement may include provisions for the following: street paving, curbing, sidewalks, water lines, storm sewer facilities and sanitary sewer facilities. (07/07)
 2. If the street frontage of the subject property exceeds 100 feet or is located along a collector or arterial street, or extends an existing dedicated right-of-way, the applicant shall improve the following unless it is determined by the City that any or all of the required improvements may not be practical or desirable due lack of connecting facilities, or topographical or engineering constraints that may preclude the placement of improvements: (07/07)
 - a. Public streets upon which the property fronts to public standards, including: surfacing from center line to curb, installation of curbing, storm sewers, sanitary sewers, water lines and other necessary public utilities. (5/98)
 - b. Sidewalks, meeting City standards, along public street frontage. (5/98)
 - c. The installation of storm sewers, sanitary sewers, water lines and other utilities necessary to serve lots accessing off of the new street. (5/98)
- D. Completion Requirements. All required improvements shall be completed prior to the issuance of any building permits for the subject property. Alternatively, improvements required under this Section shall be completed or assured through a performance bond or other instrument acceptable to the City prior to the approval of the final plat of the partition. At the discretion of the Public Works Director, certain improvements may be further postponed through a non-remonstrance agreement, or other performance agreement. (5/98)

2.310.06 Improvement Requirements - Subdivisions

The following improvements shall be required for all subdivisions in the City of Keizer: (5/98)

- A. Frontage Improvements. Street improvements to full City Standards shall be required for all public streets on which a proposed subdivision fronts in accordance with Section 2.302 of this Code. Such improvements shall be designed to match with existing improved surfaces for a reasonable distance beyond the frontage of the property. Additional frontage improvements shall include: sidewalks, curbing, storm sewer, sanitary sewer, water lines, other public utilities as necessary, and such other improvements as the City shall determine to be reasonably necessary to serve the development or the immediate neighborhood. (5/98)
- B. Walkways for Private Streets. Sidewalks shall be required in accordance with applicable provisions in Sections 2.302 only if sidewalks currently exist along the connecting street. (10/15)
- C. Project Streets. All public or private streets within the subdivision shall be constructed as required by the provisions of Section 2.302. (5/98)
- D. Monuments. Upon completion of street improvements, centerline monuments shall be established and protected in monument boxes at every street intersection and all points of curvature and points of tangency of street center lines. (5/98)
- E. Bench Marks. Elevation bench marks shall be set at intervals established by the City Engineer. The bench marks shall consist of a brass cap set in a curb or other immovable structure. (5/98)
- F. Surface Drainage and Storm Sewer System. Drainage facilities shall be provided within the subdivision and to connect the subdivision drainage to drainage-ways or to storm sewers outside the subdivision. Design of drainage within the subdivision shall take into account the capacity and grade necessary to maintain unrestricted flow from areas draining through the subdivision and to allow extension of the system to serve such areas. Drainage shall be designed to avoid impacts on adjacent property. (5/98)
- G. Sanitary Sewers. Sanitary sewer shall be installed to serve the subdivision and to connect the subdivision to existing mains both on and off the property being subdivided. (5/98)

If the required sewer facilities will, without further sewer construction, directly serve property outside the subdivision, the City may recommend

to the City Council construction as an assessment project with such arrangement with the subdivider as is equitable to assure financing his share of the construction and to provide for appropriate reimbursements of costs above those directly attributable to the subdivision. (5/98)

The City may require that the subdivider construct sewage lines of a size in excess of that necessary to adequately service the development in question, where such facilities are or will be necessary to serve the entire area within which the development is located when the area is ultimately developed. The City may also require that the construction take place as an assessment project with such arrangement with the subdivider as is desirable to assure his share of the construction. (5/98)

- H. Water System. Water lines with valves and Fire District approved fire hydrants serving the subdivision and connecting the subdivision to the City mains shall be installed and operating prior to start of combustible construction. The design shall take into account provisions for extension beyond the subdivision to adequately grid the City system and to serve the area within which the development is located when the area is ultimately developed. However, the developer will be responsible for water main sizes necessary to meet minimum fire flow requirements per Uniform Fire Code. The City will not expect the developer to pay for the extra pipe material cost of mains exceeding 8 inches in size. (5/98)
- I Sidewalks. Sidewalks shall be installed along both sides of each public street and in any pedestrian ways within the subdivision. The City may defer sidewalk construction until the dwellings or structures fronting the sidewalk are constructed. Any required off-site sidewalks (e.g. pedestrian walkways) or sidewalks fronting public property shall not be deferred. (5/98)
- J. Street Lights. The installation of street lights is required at locations and of a type required by City standards. (5/98)
- K. Street Signs. The installation of street name signs and traffic control signs is required at locations determined to be appropriate by the city and shall be of a type required by City standards. Each street sign shall display the one hundred block range. Street signs shall be installed prior to obtaining building permits. (5/98)

- L. Public Works Requirements. All facility improvements shall conform to the requirements and specifications of the Keizer Department of Public Works. (5/98)
- M. Curb Cuts. Curb cuts and driveway installations, excluding common drives, are not required of the subdivider, but if installed, shall be according to the City standards. (5/98)
- N. Street Trees. Street tree planting is mandatory where a planting strip is part of the street design. Plantings shall conform to Section 2.302.03(M). (5/98)
- O. Grading & Fills. All grading which results in fills in excess of 3 feet located within the identified building envelope on a subdivision lot or parcel must be engineered. (5/98)
- P. Financial Requirements. All improvements required under this Section shall be completed to City standards or assured through a performance bond or other instrument acceptable to the City Attorney, prior to the approval of the Final Plat of the subdivision. (5/98)

2.310.07 Improvement Procedures

In addition to other requirements, improvements installed by a developer for any land division, either as a requirement of these regulations or at his own option, shall conform to the requirements of this Ordinance and improvement standards and specifications adopted by the City, and shall be installed in accordance with the following procedure: (5/98)



Figure s PAGEREF
_Toc168104 \h – Street Tree
Plantings

- A. Plan Review. Improvement work shall not commence until plans have been checked for adequacy and approved by the City. Plans shall be prepared in accordance with requirements of the City. (5/98)
- B. Notification. Improvement work shall not commence until the City has been notified in advance; and, if work has been discontinued for any reason, it shall not be resumed until the City has been notified. (5/98)
- C. Inspection. Improvements shall be constructed under the inspection and to the satisfaction of the City Engineer and the Director of Public Works. The City may require changes in typical sections and details in the public

interest, if unusual conditions arise during construction to warrant the change. (5/98)

D. Underground Facilities. All underground utilities, sanitary sewers, and storm drains installed in streets by the developer shall be constructed prior to the surfacing of the streets. Stubs for service connections for underground utilities and sanitary sewers shall be placed to a length eliminating the necessity for disturbing the street improvements when service connections are made. (5/98)

E. Final Engineering Plans. Upon completion of the public improvements and prior to final acceptance of the improvements by the City, the developer shall provide certified as-built drawings of all public utility improvements to the City. As-built conditions and information shall be reflected on one set of Mylar base as-built drawings. The as-built drawings shall be submitted to the City Engineer by the Developer's engineer. (5/98)

CITY COUNCIL MEETING: September 6, 2016

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: EXHIBITION OF ART AT KEIZER COMMUNITY CENTER –
RECOMMENDATION OF KEIZER PUBLIC ARTS
COMMISSION**

At its May 24, 2016 meeting, the Keizer Public Arts Commission (KPAC) passed a motion to propose to Council a pilot project for 2017-2018 allowing the Salem-Keizer Education Foundation, the Colored Pencil Society of America, and the Mid-Willamette Valley Quilters Association to display art without KPAC's approval, but with a Commissioner's final say at installation time. KPAC would like to allow two year contracts for these three named "trusted vendors" with no formal preapproval of the artwork. Under the current Council Ordinance and Resolution, KPAC's policies and the Resolution creating KPAC, KPAC is to review and approve the artwork. (See attached documentation.) To accomplish the pilot project, the Ordinance and Resolutions would need to be amended to remove the approval process for these groups.

For reasons that follow, I strongly advise against this proposal. I had previously sent an email to KPAC outlining my concerns, and I appeared at the May 24, 2016 meeting to explain the problem.

The reason for the important step for KPAC approval is to take artwork approval out of the hands of the Council and staff, and place it with a group that can review the works for both appropriateness and quality. This step cannot be delegated to the vendors, or to one or more Commissioners outside of the public meeting. The issue is not just the possibility of explicit art, there is the possibility of art that is inappropriate for a public setting. These groups do not always have the same artists. Different artists may join the groups each year. Therefore, approval of a specific group does not guarantee approval of specific artists, much less the different artwork.

There are two problems with this proposal. First, if there is no approval of the art and if it turns out to be an art piece that is arguably objectionable, there will be the possibility of difficulties in having it removed. Who would make the decision to remove it? What process would be in place? An after-the-fact decision is difficult to deal with, and it presents significant fairness issues.

The second issue is the perception of unfairness and inequality between the artist groups. The question becomes how do you decide who is going to be “trusted vendor”? There is no specific criteria suggested for this. Essentially you are allowing these groups to be exceptions to the regular rules. Exceptions to the rules could lead to a charge of unfairness from other artists who are required to get approval.

The School District Student Art Show is one of the parties that we should formalize an exception to KPAC approval. Because the School District is another governmental body, and because the volume of art is so large (well over 300 pieces at the last show), unless Council objects we will take steps to delegate to the School District and/or Salem Keizer Educational Foundation the duty and obligation to approve the artwork. We are confident that the School District will be concerned about this issue in an appropriate way.

The remaining two proposed trusted vendors are the Colored Pencil Society of America and the Mid-Willamette Valley Quilters Association. Staff has not heard any complaints directly from these groups regarding the process and these groups have been displaying the art for multiple years now. In fact, staff has been recently told that the City’s process is good compared to other locations.

It was reported to KPAC that the Colored Pencil Society of America indicated that the approval process took too long and the art was tied up for too long. KPAC has reduced the exhibition time from ninety days to sixty days which shortens up the time. We have suggested that artists can submit multiple pieces for possible showing to KPAC for approval and when the contract is prepared, the artist can indicate which pieces are actually going to be installed. In this manner, the art is not tied up until it is installed and the artist does not have to make their choice early. Staff has commonly allowed a “swap out” on a limited basis if the artist requires a piece of art returned before the end of the exhibition. With that knowledge, an artist can be assured that the art is not tied up.

There is an additional practical problem with regard to not preapproving the art. Our insurance requirements are that there are no single pieces of art valued at more than \$3,000 each and the total exhibition value cannot be more than \$50,000. If staff is unable to determine the items of art and their value, we cannot stay on course with regard to the insurance requirements. As an example, if the Colored Pencil group brings in numerous pieces of artwork, one could end up being over \$3,000 which is outside of our insurance

limit. That is not so much the difficulty as I assume we can contract that our individual limit is \$3,000 without identifying the piece. However, what if multiple artists bring in valuable artwork? The unintended consequence is that the total exhibit value would go over \$50,000. In such instance, each artist would be entitled to the full value up to \$3,000, but the total value would be capped at \$50,000 as far as insurance is concerned. The City would be liable for the excess above that figure. In addition, there is a fairly substantial deductible that the City would be responsible for.

As part of the process when a new exhibit is going to be displayed, our assistant, Tammie Harms, confirms the value of each piece and we are assured that the per piece value and the total value are not exceeded. If there is no preapproval process, I am not certain how that would work.

I recommend not revising the Ordinance and Resolutions to allow for a pilot program process without preapproval of the art. Staff time for this part of the program is minimal. There does not appear to be a benefit to the City or KPAC for a change in the process.

I have suggested some alternative processes that could reduce the amount of time for the approval process and some possible alternatives if there are some late entries to be added to an exhibit. I would recommend that Community Development Director, Nate Brown, and our office work with KPAC to assist in reaching their goal in this way.

RECOMMENDATION:

Council should consider the issue and determine whether you wish to take any action and direct staff accordingly. Here are some general options:

1. Make no change to the approval process, but work with KPAC to address concerns. This would mean that the process would remain that the artist submit the request and KPAC would approve the art. Staff would work with KPAC to resolve any issues with the approval process.
2. Revise the Ordinance, Resolution, KPAC Purpose, and Policies. If Council wishes to allow the pilot program, staff will come back with appropriate documentation to allow multi-year contracts with the Salem-Keizer Education Foundation, the Colored Pencil Society of America, and the Mid-Willamette Valley Quilters Association.
3. Consider Different Process. If Council wishes to consider a different process, you should consider the matter and direct staff accordingly.

I recommend Option 1 above. Please contact me if you have any questions in this regard. Thank you.

A BILL

ORDINANCE NO.
2015-735

FOR

AN ORDINANCE

PROVIDING FOR PUBLIC ART AND PUBLIC MURALS; **REPEAL OF
ORDINANCE NO. 2014-710**

The City of Keizer ordains as follows:

Section 1. PURPOSE. This Ordinance provides for the placement of Public Art and Public Murals.

Section 2. DEFINITIONS.

Alteration: Any change to a public mural, including but not limited to any change to the image(s), materials, colors or size of the public mural. Alteration does not include naturally occurring changes to the public mural caused by exposure to the elements or the passage of time, or maintenance or repair of the public mural that includes slight and unintended deviations from the original image, colors or materials that occur when the public mural is repaired due to the passage of time, or after damage resulting from vandalism.

Art Easement: An easement given by a property owner to the City of Keizer to provide for placement of Public Art.

Artist: A practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent, who produces works of art, and who is not a member of the Keizer Public Arts Commission.

Artwork: All forms of original creations of visual art, including but not limited to, painting, sculpture, prints, ceramics, drawings, stained glass, mosaics, photography, fiber and textiles, calligraphy, mixed media, and any combination of media, including collage.

City Building: Any building owned or leased by the City, or area therein, which is open to the public; provided however, "City Building" does not include parking lots, roads, bridges, utility lines, service facilities, maintenance sheds, pump stations, treatment plants and utility facilities, or buildings that have the primary purpose of displaying historical artifacts, cultural items, or works of art.

1 City Manager: The City Manager of the City of Keizer, or the City Manager's
2 designee.

3
4 Keizer Community Center: Interior hallway walls at the Keizer Community
5 Center located 930 Chemawa Road Northeast, Keizer, Oregon.

6
7 Public Art: Original Artwork which is accessible to the public and/or public
8 employees, and which has been approved as Public Art by the Keizer Public Arts
9 Commission, acting on behalf of the City of Keizer.

10
11 Public Mural: An original, two-dimensional work of visual art, comprised of paint,
12 ceramic or glass tiles, or tesserae, executed by hand directly upon, or affixed
13 directly to an exterior wall of a building, which has been approved by the Keizer
14 Public Arts Commission and accepted by the City into its public art collection
15 pursuant to this Ordinance. A Public Mural is not an original work of visual art if
16 it is mechanically reproduced or computer generated and printed on a base that
17 will be attached to the wall, such as, by way of illustration but not limitation,
18 limited images digitally printed on vinyl.

19
20 Section 3. APPLICATION FOR PLACEMENT OF PUBLIC MURAL. A property
21 owner or designee in non-residential zones may apply for placement of a Public Mural
22 with the Keizer Public Arts Commission.

23 Section 4. APPLICATION FOR PLACEMENT OF PUBLIC ART AT KEIZER
24 COMMUNITY CENTER. An Artist may apply for placement of Public Art at the Keizer
25 Community Center.

26 Section 5. APPLICATION FOR OTHER PUBLIC ART. An Artist may apply for
27 placement of Public Art at other locations, including, but not limited to statues and
28 sculptures outdoors.

29 Section 6. REVIEW BY KEIZER PUBLIC ARTS COMMISSION.

30 A. Keizer Public Arts Commission shall review each application and
31 supporting materials.

1 B. The Keizer Public Arts Commission shall develop specific policies and
2 criteria on which to base such review. These criteria shall include, but are
3 not limited to, artistic quality, originality, context, permanence, diversity,
4 feasibility, scale and community support.

5 C. The Keizer Public Arts Commission shall be guided by the policies and
6 criteria adopted by City Council Resolution, if any.

7 Section 7. FUNDING/CITY STAFF TIME. Unless specifically budgeted for by the City
8 Council, any and all actual costs shall be by donation or in-kind work only. City staff
9 time shall be allowed, as directed by the City Manager.

10 Section 8. SITING OF PUBLIC MURAL. A Public Mural obtained pursuant to this
11 Ordinance may be sited in, on or about any City Building as approved by the City Council,
12 or other property under the control of or made available to the City by an Art Easement
13 between the property owner and the City of Keizer.

14 Section 9. PUBLIC MURAL/ART EASEMENT. A property owner who wishes to
15 donate wall space to the public for a Keizer Public Arts Commission approved Public
16 Mural may do so by granting an Art Easement for placement of a Public Mural on his/her
17 building to the City. Art Easements will be for five or more years. The City Council can
18 accept or decline any Art Easements for Public Murals which are offered to it. Art
19 Easements are managed by the City Manager, as with other publicly owned property. The
20 City Recorder is responsible for maintaining a written and photographic record of each
21 Keizer Public Arts Commission-approved Public Mural and accepted Art Easement.

1 Section 10. PUBLIC MURAL; CREATION. No person or Artist shall commence
2 creation of any Public Mural without first obtaining approval from the Keizer Public Arts
3 Commission, and agreeing to donate the Public Mural to the City's Public Art collection.
4 Any Public Mural that is created without approval of the Keizer Public Arts Commission,
5 is inconsistent with the conditions of approval from the Keizer Public Arts Commission,
6 or is altered without approval is not an allowed Public Mural and is an infraction under
7 the Civil Infraction Ordinance.

8 Section 11. LOCATION OF OTHER PUBLIC ART. Public Art, other than Art placed
9 at the Keizer Community Center, may only be placed at locations approved by the Keizer
10 City Council. This category includes, but is not limited to, public statues or sculptures
11 located in Council-approved areas where the City has been granted license or easement
12 rights, or in public right-of-way areas.

13 Section 12. ABATEMENT OF NUISANCE/CITATION FOR INFRACTION. The City
14 Manager or his/her designee may make an investigation to determine whether a violation
15 of this Ordinance has occurred. If the City Manager or his/her designee determines that
16 there is a violation of this Ordinance, he or she may proceed to abate the nuisance pursuant
17 to the Keizer Uniform Abatement Procedure or may seek any other legal or equitable
18 remedy provided by law for the abatement of the nuisance or for the enforcement of the
19 provisions of this Ordinance, including without limitation issuing a citation for infraction.

20 Section 13. SAVINGS CLAUSE. Should any section or portion of this Ordinance be
21 held unlawful and unenforceable by any court of competent jurisdiction, such decision

1 shall apply only to the specific section, or portion thereof, directly specified in the
2 decision. All other sections or portions of this Ordinance shall remain in full force and
3 effect.

4 Section 14. REPEAL OF ORDINANCE NO. 2014-710. Ordinance No. 2014-710 shall
5 be repealed in its entirety.

6 Section 15. EFFECTIVE DATE. This Ordinance shall be effective thirty (30) days after
7 its passage.

8 PASSED this 8th day of September, 2015.

9

10 SIGNED this 8th day of September, 2015.

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Cathy Clark
Mayor

Mary De
City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2015- 2552

4
5
6 ESTABLISHING THE KEIZER PUBLIC ARTS COMMISSION (KPAC);
7 **REPEALING RESOLUTION NO. R2014-2440**
8

9
10 WHEREAS, the Council established a Keizer Arts Commission by Resolution
11 No. R2014-2440 on May 5, 2014;

12 WHEREAS, the Keizer Arts Commission requested that its name be changed to
13 the Keizer Public Art Commission (KPAC);

14 WHEREAS, the City Council wishes to grant the request of the Commission;

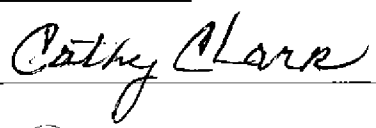
15 NOW, THEREFORE,

16 BE IT RESOLVED by the City Council of the City of Keizer that the Keizer
17 Public Arts Commission (KPAC) is hereby established as outlined in Appendix "A",
18 attached hereto and by this reference incorporated herein.

19 BE IT FURTHER RESOLVED that Resolution No. R2014-2440 is hereby
20 repealed in its entirety.

21 PASSED this 16th day of March, 2015.

22
23 SIGNED this 16th day of March, 2015.

24
25 
26 Mayor

27 
28 City Recorder
29 (Deputy)

Appendix "A"
City Council Commission

Name: Keizer Public Arts Commission (KPAC)

Purpose: The Commission will serve in an advisory capacity to the City Council on the management, execution, installation, or placement of Public Art and Public Murals. The Commission will advise the City Council with establishing policies relating to the Public Art Program. The Commission will review, evaluate, select, and document all Public Art and Public Murals within the City. The Commission will have final approval on the selection of Public Art and Public Murals within the City.

The Commission will establish policies and criteria on which to base review and selection of Public Art and Public Murals. The criteria shall include, but are not limited to, artistic quality, originality, context, permanence, diversity, feasibility, scale and community support. At a minimum, the policies for the placement of Public Art shall include any policies adopted by City Council Ordinance or Resolution.

The Commission may recommend a budget with estimated expenditures and/or income associated with the Public Art Program to the Finance Director no later than February 28 each year for the ensuing fiscal year, however it is anticipated that there will be little or no net cost to the City after donations.

Membership: The Commission will consist of seven (7) voting members: One (1) member shall be Keizer City Councilor to be appointed by the Mayor and announced at a regularly scheduled Council meeting, and six (6) citizen-at-large members, however it is recommended that two of the citizen-at-large members have experience, training or expertise in the visual arts, art history, art criticism, or art education. The six (6) citizen-at-large members shall be appointed as outlined by the City Council Rules of Procedure. The Commission will be staffed by non-voting staff liaisons to be appointed by the City Manager.

Term of Office: Each member shall be appointed for a three year term, except for the initial terms. The initial terms shall be staggered so that not more than three will expire in the same year. Members may be reappointed.

Chair and Vice-Chair: The Commission shall elect a Chair and Vice-Chair at the first meeting of each calendar year.

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

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2015- 2569

AMENDING THE KEIZER PUBLIC ARTS COMMISSION (KPAC);
AMENDING RESOLUTION NO. R2015-2552

WHEREAS, the Council established a Keizer Public Arts Commission by
Resolution No. R2015-2552 on March 16, 2015;

WHEREAS, the City Council wishes to amend the membership section to allow
appointment of a Youth liaison;

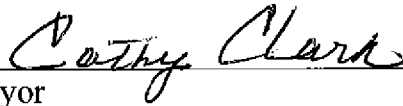
NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution
No. R2015-2552 is hereby amended in Appendix "A", which is attached hereto and by
this reference incorporated herein.

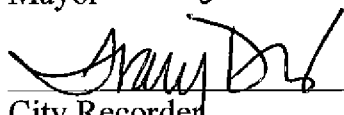
BE IT FURTHER RESOLVED that this Resolution shall take effect
immediately upon the date of its passage.

PASSED this 4th day of May, 2015.

SIGNED this 4th day of May, 2015.



Mayor



City Recorder

Appendix "A"
City Council Commission

Name: Keizer Public Arts Commission (KPAC)

Purpose: The Commission will serve in an advisory capacity to the City Council on the management, execution, installation, or placement of Public Art and Public Murals. The Commission will advise the City Council with establishing policies relating to the Public Art Program. The Commission will review, evaluate, select, and document all Public Art and Public Murals within the City. The Commission will have final approval on the selection of Public Art and Public Murals within the City.

The Commission will establish policies and criteria on which to base review and selection of Public Art and Public Murals. The criteria shall include, but are not limited to, artistic quality, originality, context, permanence, diversity, feasibility, scale and community support. At a minimum, the policies for the placement of Public Art shall include any policies adopted by City Council Ordinance or Resolution.

The Commission may recommend a budget with estimated expenditures and/or income associated with the Public Art Program to the Finance Director no later than February 28 each year for the ensuing fiscal year, however it is anticipated that there will be little or no net cost to the City after donations.

Membership: The Commission will consist of seven (7) voting members: One (1) member shall be Keizer City Councilor to be appointed by the Mayor and announced at a regularly scheduled Council meeting, and six (6) citizen-at-large members, however it is recommended that two of the citizen-at-large members have experience, training or expertise in the visual arts, art history, art criticism, or art education. The six (6) citizen-at-large members shall be appointed as outlined by the City Council Rules of Procedure. The Council may appoint a non-voting Youth liaison to the Commission pursuant to the Council Rules of Procedure. The Commission will be staffed by non-voting staff liaisons to be appointed by the City Manager.

Term of Office: Each member shall be appointed for a three year term, except for the initial terms. The initial terms shall be staggered so that not more than three will expire in the same year. Members may be reappointed.

Chair and Vice-Chair: The Commission shall elect a Chair and Vice-Chair at the first meeting of each calendar year.

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

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2016- 2650

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5 ADOPTING PUBLIC ART AND PUBLIC MURALS POLICIES;
6 **REPEAL OF RESOLUTION NO. R2015-2615**

7
8 WHEREAS, the City Council adopted an Ordinance Providing for Public Art
9 and Public Murals in 2015;

10 WHEREAS, the City Council adopted Resolution No. R2015-2615 relating to
11 Public Art and Public Mural policies;

12 WHEREAS, the Keizer Public Arts Commission recommended that the City
13 Council amend its policies relating to staff involvement;

14 WHEREAS, the City Council has considered the matter and wishes to amend
15 its policies;

16 NOW, THEREFORE,

17 BE IT RESOLVED by the City Council of the City of Keizer that the Public
18 Art and Public Murals policies attached hereto, and by this reference incorporated
19 herein, are hereby adopted.

20 BE IT FURTHER RESOLVED that Resolution R2015-2615 is hereby repealed
21 in its entirety.

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

3 PASSED this 1st day of February, 2016.

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5 SIGNED this 1st day of February, 2016.

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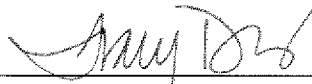


Mayor

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City Recorder

POLICIES FOR PUBLIC ART AND PUBLIC MURALS

1. Artwork must not interfere with City-owned displayed art.
2. Only City staff is permitted to install and uninstall Artwork in the Keizer Community Center.
3. City will be responsible for damage or loss to the Artwork while on display in the Keizer Community Center. Regardless of market value, the maximum liability to the City shall be \$3,000 per individual art piece or \$50,000 per exhibition. An exhibition means all Artwork displayed in the Keizer Community Center at the same time, but does not include City-owned displayed art.
4. City will insure Public Murals in the City of Keizer. The maximum liability to the City shall be \$10,000.00 per Public Mural.
5. City will insure Other Public Art such as public statues and sculptures in an amount the Artist and City agree to in the Agreement for Exhibition of Property. The maximum liability to the City shall be \$25,000.00 per individual art piece.
6. If damaged Artwork is repairable, City shall reimburse actual out-of-pocket costs for materials and Artist shall repair the Artwork without charges for labor.
7. Artist will indemnify City related to any defects of the Artwork, faulty workmanship of the Artist, or any acts of negligence by the Artist.
8. Artist will be required to enter into an Agreement for Exhibition of Property prior to City staff installing property for display in the Keizer Community Center.
9. Property owner will be required to enter into an Art Easement prior to installation of a Public Mural and such Art Easement shall be placed before the Keizer City Council for authorization prior to the City Manager signing it.
10. Except as set forth below, City shall not broker for Artist in any manner, including, but not limited to, connecting Artist with potential purchasers or fielding questions about the property. City staff shall collect the purchase payment and process the commission outlined in Paragraph 11 below.
11. The Artist must agree to a commission equal to twenty percent (20%) of the proceeds of any sale that is a direct result of the Artwork being displayed as Public Art whatever the location.

12. Any commissions received by the City of Keizer shall be placed in a dedicated fund to provide for the costs of operating public art programs.

13. A Public Mural may not include any words, pictures, or symbols that may be considered advertising for any business, entity, or location where the Public Mural is affixed.

Keizer Public Art Commission Policies and Criteria

The Keizer Public Art Commission shall meet with representatives of any proposed art project and forward the proposal to KPAC if selection criteria appear to be met. The KPAC meeting where the work(s) of art is to be considered shall be an open meeting and input may be provided by the public. KPAC shall weigh the proposal against the adopted approval criteria and vote to approve or reject the proposal.

If KPAC decides not to approve an art project proposal, the applicant may ask for specific feedback on ways to improve his or her proposal, resubmit the proposal, and ask for reconsideration by the Commission at a future meeting.

The Commission will use the process and criteria outlined herein, and any criteria adopted by City Council Resolution, on a case-by-case basis depending on the type of art being considered, and location of the proposed work of art (mural, community center art, sculpture etc.).

A. INTERIOR PUBLIC ART AT KEIZER COMMUNITY CENTER GALLERY

The process to display Public Art at the Keizer Community Center Gallery is as follows:

1. Artist/representative submits the following to the Keizer Public Arts Commission at least 7 business days prior to the art commission meeting before the date requested for installation:
 - a. Letter of request
 - b. Photo of each piece proposed to be displayed
 - c. Contact information for each artist, including daytime contact number, email and mailing address
 - d. List indicating the title(s) of the property for each artist
 - e. Description of the Medium of the property (oil, acrylic, pastel, etc)
 - f. Approximate dimensions of the property
 - g. Market value of each piece (even if the piece is not for sale)
2. The Keizer Public Arts Commission (KPAC) will review and evaluate the request at a regularly scheduled meeting.
3. If the display is approved, KPAC will inform the artist(s) that the art must be mount-ready for installation and when the art will be displayed.
4. If the display is approved and the art is available for the approved exhibition period, KPAC will provide the legal department with the artist information listed in Section A(1) above.
5. KPAC will also provide the legal department with the beginning and termination date for the display (minimum of 30 days to a maximum of 90 consecutive calendar days).
6. The legal department will prepare an agreement and obtain the appropriate signatures.

7. Following KPAC's approval, staff will make arrangements for the installation and removal of the public art by city staff with the art representative present.
8. The art must be appropriate for the Community Center Gallery which is public space. Since the art is on property owned by the City, the City may reasonably prohibit certain material. The art cannot include objectionable material such as nudes or derogatory or defamatory content.
9. The valuation of each piece and total value of the exhibition cannot exceed the values as set by Keizer City Council Resolution.
10. The executed contract must be received prior to the receipt and installation of the property by the City.
11. It is the responsibility of the artist(s) to prepare title cards (approx. 3"x5") which list the title of the piece, the media, the artist's name (if the display is multiple artists), the sale price—or a statement that the piece is not for sale, and contact information of the artist if the piece is for sale. The cards must be of neutral grey, white or buff. The City will provide sticky gum for the affixing of the cards to the wall.
12. The pieces must be in good condition, suitable for display, and ready to hang from the display system in use at the Community Center.
13. The quantity of the pieces should be suitable for the space and a drawing of the display areas is available if necessary. Larger pieces will necessitate a fewer number of total pieces. The City generally is able to accommodate approximately 60 pieces of artwork which are approximately 18"x 24" (this is a general approximation--depending on framing, orientation etc.)
14. The physical hanging of the art will be by City staff, but must be organized and ordered by the artist or their representative, and they must be present and able to assist the staff as the work is being installed.
15. The artist/representative is highly encouraged to meet with staff prior to the display installation to coordinate, review and plan the details of the installation.
16. The Artist will agree to pay a commission to the City for any art pieces sold while on display at the Community Gallery as set by City Council Resolution.

The criteria that KPAC will use to evaluate pieces to display Public Art at the Keizer Community Center Gallery is as follows:

1. The Commissioners have the sole discretion to evaluate the art proposed for public display and will accept the pieces for display based on artistic merit, quality of work, and subject matter.
2. The evaluation will be based on the intent of creating a venue for public display of art for education, edification, and enjoyment of the citizens of the City of Keizer.

B. PUBLIC MURALS

The process to display a Public Mural in the City of Keizer is as follows:

1. The property owner or artist, or other individual submits a request to KPAC with the concept for a mural with such detail to allow KPAC the ability to evaluate the concept according to the approval criteria established herein. This would include sketches and enough description about the materials used, the space where the piece would be created, and any other details that allow a decision to be made.
2. The request must contain any proposed temporary signage associated with the project prior to the mural being installed. Such temporary signage is considered part of the mural as a public purpose announcement and
3. Person(s) applying to paint a public mural will agree to standardized city signage relating to the title, artist information, and/or dedication information that is to be installed following completion of the mural installation. This information shall be appropriately sized and shall be part of the mural and therefore not counted as part of the sign area.
4. KPAC or City staff will verify that the property owner is willing to have a mural on the property.
5. KPAC will review and evaluate the request at a regularly scheduled meeting.
6. If KPAC determines in its sole discretion that such concept is approved, KPAC will provide the legal department with a representative drawing or photo of the mural and the location proposed for the mural.
7. An Art Easement between the City and the property owner will be created by the legal department.
8. The legal department will have the Art Easement signed by the property owner and will place it before the Keizer City Council for authorization to enter into the Easement.
9. If authorized by the Keizer City Council, the Art Easement will be signed by the City representatives and recorded against the title of the property.

10. The Art Easement must be fully signed and recorded against the title of the property before work on the property will commence.
11. At the same time that the Art Easement is being prepared and signed, KPAC will make approve the funding plan, supplies, artists, etc. in preparation of placement of the Public Mural at the property.
12. The valuation of the Public Mural cannot exceed the value set by the Keizer City Council by Resolution.
13. Following completion of the project, KPAC notifies the City Recorder of the value of the mural.

The criteria that KPAC will use to evaluate Public Murals in the City of Keizer is as follows:

1. Artistic quality: The strength of the artist's concept and demonstrated craftsmanship must be of a manner suitable for public display;
2. Context: The Work must enhance the architectural, geographical, socio-cultural and historical context of its location and be of suitable subject matter for its context;
3. Media: The choice of media (paint, collage, relief, etc.) shall be suitable for the manner and place of its display;
4. Scale: The work must be appropriate in scale to the surrounding neighborhood or display area;
5. Feasibility: The work's budget, timeline, etc. must be accomplished without undue disruption to the public;
6. Originality: The uniqueness and originality of the work is encouraged and shall be considered;
7. Structural and surface soundness: The work must be durable and resistant to vandalism and weather if displayed outdoors;
8. Property owner's agreement: For murals, the property owner must be willing to execute an easement granted to the City;
9. Property owner's maintenance: It is desirable that the property owner will agree to allow and support maintenance of the mural over the life of the mural;
10. Public Safety: The mural must meet City codes for safety and will not create any undue distraction or hazard.

C. OTHER PUBLIC ART (such as but not limited to: sculpture, landscape, traffic control boxes and hard surface)

The process to display Other Public Art (other than Public Murals or interior Art placed at the Keizer Community Center Gallery) is as follows:

1. A KPAC Commissioner, property owner, artist, Keizer Art Association, or other individual may submit a proposal to KPAC to consider an art piece(s).
2. The proposal must contain enough information, such as the proposed location, materials, and approvals needed in order for KPAC to make a decision.
3. KPAC evaluates the proposal to determine the feasibility of the project.
4. KPAC will review and evaluate the proposal at regularly scheduled meetings.
5. If KPAC determines the proposal is approved, KPAC staff will determine the appropriate legal documents that will be required with the assistance of the legal department.
6. KPAC reviews and approves the funding plan or arranges for necessary funding.
7. The legal department will prepare the legal documents, obtain Council approval, if required, and obtain the appropriate signatures.
8. KPAC staff/City staff installs art pads, if necessary.
9. KPAC facilitates installation of art following documents being fully signed and art pads being installed.
10. City Recorder adds value of art to insurance policy.

The criteria that KPAC will use to evaluate Other Public Art in the City of Keizer is as follows:

1. Artistic quality: The strength of the artist's concept and demonstrated craftsmanship must be of a manner suitable for public display;
2. Context: The Work must enhance the architectural, geographical, socio-cultural and historical context of its location and be of suitable subject matter for its context;
3. Media/Material: The choice of media/material (paint, metal, wood, concrete, etc.) shall be suitable for the manner and place of its display;
4. Scale: The work must be appropriate in scale to the surrounding neighborhood or display area;

5. Feasibility: The work's budget, timeline, etc. must be accomplished without undue disruption to the public;
6. Originality: The uniqueness and originality of the work is encouraged and shall be considered;
7. Structural and surface soundness: The work must be certified by the artist that the work is durable and resistant to vandalism and weather;
8. Public Safety: The mural must meet City codes for safety and will not create any undue distraction or hazard or visual impediment for pedestrians or drivers.

Adopted by Keizer Public Arts Commission on this 22nd day of September, 2015.

CITY COUNCIL MEETING: September 6, 2016

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: INITIATION OF COMPREHENSIVE PLAN AMENDMENT TO
SALEM-KEIZER URBAN GROWTH BOUNDARY**

As part of the process for considering approval of a third bridge crossing over the Willamette River in Salem, the City of Salem must include approximately 35.7 acres of land in Polk County into the Salem-Keizer Urban Growth Boundary (UGB) for right-of-way for roads associated with the bridge and its connection into the roadway network in West Salem.

The local process to consider the amendment must be complete before the Oregon Department of Transportation and the Federal Highway Administration will publish the final environmental impact statement (EIS). The final EIS would allow the City of Salem to proceed with financing and constructing the bridge.

The comprehensive plan requires that the City of Keizer, City of Salem, Marion County, and Polk County amend their respective comprehensive plans concurrently because each jurisdiction has adopted the existing UGB.

The City of Salem has requested that the City of Keizer concur in the urban growth boundary amendment to add approximately 35.7 acres to the Salem-Keizer Urban Growth Boundary (see attached letter). Also attached is a map of the boundary amendment area. Salem is proposing a joint public hearing on October 12, 2016 between the Cities and Counties to consider the matter. The public bodies holding the joint hearing are Salem City Council, Keizer City Council, Keizer Planning Commission, Marion County Board of Commissioners, Polk County Board of Commissioners, and Polk County Planning Commission. (The Planning Commissions of Marion County and the City of Salem are not required to make a recommendation under their rules.)

Salem staff has indicated that the joint public hearing would only involve questions and public testimony. The deliberation and possible adoption of UGB amendments would take place at the individual jurisdictions at a later date.

A decision regarding concurrency must be made and given at least 15 days prior to the final hearing as cited in the DLCD notice. The City of Salem estimates their final hearing to take place in December.

Tonight's determination only initiates the process. It in no way binds the Council to any particular course of action. The attached Resolution initiates the process and confirms that the Keizer City Council agrees to the joint hearing, tentatively scheduled for October 12, 2016. If the Council feels that they do not want to have the hearing jointly with the other jurisdictions, the Resolution would need to be amended accordingly.

RECOMMENDATION:

Adopt the attached Resolution initiating the UGB amendment process.

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

ESJ/tmh



CITY MANAGER'S OFFICE

555 Liberty St SE / Room 220 • Salem, OR 97301-3513 • 503-588-6255 • Fax 503-588-6354

July 19, 2016

Chris Eppley, City Manager
City of Keizer
PO Box 21000
Keizer OR 97307

SUBJECT: Request for Salem River Crossing Regional Planning Action

Dear Mr. Eppley:

As you are aware, the City of Salem is working with Oregon Department of Transportation (ODOT) and the Salem-Keizer Area Transportation Study member jurisdictions on the federally required environmental process to identify the preferred location for a new crossing of the Willamette River in the Salem-Keizer area. A preferred alternative was recommended by the Salem River Crossing Oversight Team in February 2014. Since that time, ODOT and its consultant team, led by CH2M, have been analyzing the preferred alternative, the results of which will be documented in the Final Environmental Impact Statement, due to be published in 2017.

The preferred alternative connects the portion of the Urban Growth Boundary (UGB) on the east side of the Willamette River with the portion located west of the river. Bridging this area requires crossing over land that is outside the UGB. Salem is proposing to amend the regional UGB to bring in land required for the transportation project. This amendment would add approximately 35.7 acres to the Salem-Keizer UGB.

The Salem City Council will formally consider initiation of this UGB amendment and associated land use actions in early August. The reason for this letter is to request concurrence in the UGB amendment by City of Keizer. With your support, our staff will coordinate the approval process with your staff, including a proposed joint public hearing this fall. Please let me know if you have any questions on this request.

Sincerely,

Steve Powers
City Manager

cc: Nate Brown, Community Development Director

EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

❖ Reasonable accommodation and accessibility services will be provided upon request ❖
Servicios razonables de alojamiento y accesibilidad se facilitarán por petición

Proposed UGB Expansion Areas Salem River Crossing



1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2016-____

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6 INITIATING THE AMENDMENT PROCESS FOR AMENDMENT
7 OF THE SALEM-KEIZER URBAN GROWTH BOUNDARY
8 PERTAINING TO THE WILLAMETTE RIVER CROSSING
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11 WHEREAS, by letter dated July 19, 2016, the City of Salem requested
12 coordination of an Urban Growth Boundary (UGB) amendment to meet transportation,
13 and parks and open space needs;

14 WHEREAS, the City Council has determined that initiation of a Comprehensive
15 Plan amendment process to consider the UGB expansion would be in the public interest
16 and would be of general public benefit;

17 NOW, THEREFORE,

18 BE IT RESOLVED that the City Council of the City of Keizer does hereby
19 initiate the legislative amendment process for a Comprehensive Plan amendment to the
20 Salem-Keizer Urban Growth Boundary in the manner requested by the City of Salem.

21 BE IT FURTHER RESOLVED that the City Council of the City of Keizer agrees
22 to hold a joint hearing with the Salem City Council, Marion County Board of
23 Commissioners, Polk County Board of Commissioners, and Polk County Planning
24 Commission in this regard.
25

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

3 PASSED this _____ day of _____, 2016.

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5 SIGNED this _____ day of _____, 2016.

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Mayor

City Recorder

CITY COUNCIL MEETING: September 6, 2016

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: ORDER IN THE MATTER OF THE AMENDMENT OF RATES
FOR FRANCHISE SOLID WASTE COLLECTION WITHIN
THE CITY OF KEIZER**

This matter is before the City Council following public hearing on the solid waste franchisees proposed rate increases. The City Council preliminarily chose Option 3 (see attached) which increases residential and multi-family cart rates by 5% and commercial service rates by 5% to recover projected increase in costs. The proposed changes are incorporated into the attached Order.

RECOMMENDATION:

Review the matter, and if appropriate, adopt the attached Order.

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

ESJ/tmh

City of Keizer
Franchised Solid Waste Collection Rates
Proposed Changes to be Effective October 1, 2016

The franchised collection companies for the City of Keizer are requesting a change to current collection rates due to changes in the operating costs of collection. Valley Solid Waste Management Corp. DBA Valley Recycling & Disposal, Inc. and Loren's Sanitation and Recycling, Inc. experience general changes in costs of operations on a recurring basis every year. However in 2016 on October 1 the disposal tip fees for both solid waste delivered to the Marion County Waste to Energy facility and yard debris delivered to the Process and Recovery Center will change. Disposal costs account for approximately 33% of all operating costs of the collection companies in the City of Keizer franchised area. Below are three options to changes in rates to cover the projected change in costs effecting the collection services beginning in October of 2016.

Option 1:

The first option proposed to the City is to increase residential and multi-family cart rates by 7% to recover the projected increase in costs to both residential and commercial services. Rates for extra pick-ups are also increased by 7%. Yard debris only services are increased by a lesser amount than the residential increase because these services are not impacted by the solid waste tip fee increase. Commingle Recycle only service costs are not projected to be impacted significantly so there is no proposed rate change for that service. Commercial and Residential medical waste rates reflect the projected costs increase for disposal of those specific material. Drop box service rates are proposed to be adjusted to cover the additional costs of franchise fees on the increased pass through disposal costs. Customers will continue to pay disposal costs as incurred on each box serviced at the current disposal rate in effect at the time of service. Some special service rates are proposed to change in line with changes to the residential rates.

Option 2:

The second option proposed to the City is to increase residential and multi-family cart rates by 4% and commercial service rates by 7% to recover the projected increase in costs. As in option 1 rates for extra pick-ups are increased by 7%. Yard debris only services are increased by a lesser amount than the residential increase because these services are not impacted by the solid waste tip fee increase. Commingle Recycle only service costs are not projected to be impacted significantly so there is no proposed rate change for that service. Commercial and Residential medical waste rates reflect the projected costs increase for disposal of those specific material. Drop box service rates are proposed to be adjusted to cover the additional costs of franchise fees on the increased pass through disposal costs. Customers will continue to pay disposal costs as incurred on each box serviced at the current disposal rate in effect at the time of service. Some special service rates are proposed to change in line with changes to the residential rates.

Option 3:

The third option proposed to the City is to increase residential and multi-family cart rates by 5% and commercial service rates also by 5% to recover the projected increase in costs. As in option 1 rates for extra pick-ups are increased by 7%. Yard debris only services are increased by a lesser amount than the residential increase because these services are not impacted by the solid waste tip fee increase. Commingle Recycle only service costs are not projected to be impacted significantly so there is no proposed rate change for that service. Commercial and Residential medical waste rates reflect the projected costs increase for disposal of those specific material. Drop box service rates are proposed to be adjusted to cover the additional costs of franchise fees on the increased pass through disposal costs. Customers will continue to pay disposal costs as incurred on each box serviced at the current disposal rate in effect at the time of service. Some special service rates are proposed to change in line with changes to the residential rates.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 ORDER

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6 IN THE MATTER OF THE AMENDMENT OF RATES
7 FOR FRANCHISE SOLID WASTE COLLECTION
8 WITHIN THE CITY OF KEIZER, EFFECTIVE AS OF
9 OCTOBER 1, 2016
10

11
12 This matter comes before the Keizer City Council upon the request of Loren's
13 Sanitation and Recycling, Inc. and Valley Solid Waste Management Corp., dba Valley
14 Recycling & Disposal, Inc., Keizer's franchised solid waste/recycling haulers;

15 IT APPEARING that the certain order entitled "In the Matter of the Amendment
16 of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of
17 August 1, 2015" was adopted on June 15, 2015;

18 IT FURTHER APPEARING that the franchised solid waste collectors in Keizer
19 have requested a revision of the rates, the City Manager's office of the City of Keizer has
20 investigated and reviewed the proposed solid waste collection rates and has
21 recommended approval of the rates set forth in Exhibit "A" attached hereto;

22 IT FURTHER APPEARING that the collection rates, charges and services has
23 been considered at a public hearing held at 7:00 p.m., August 15, 2016, by and before
24 the City Council of the City of Keizer;

25 IT FURTHER APPEARING that the City Council of the City of Keizer expressly
26 hereby finds that current projected revenues and expenses are reasonable; the collection

1 rates should be established as set forth in Exhibit "A" attached; and the proposed rates
2 and services will be just, fair, reasonable and sufficient to provide service to the public;

3 NOW, THEREFORE;

4 IT IS HEREBY ORDERED that the solid waste collection franchisees in the
5 municipal city limits of the City of Keizer, to wit:

6 Loren's Sanitation and Recycling Service, Inc. and

7 Valley Solid Waste Management Corp., dba Valley Recycling & Disposal, Inc. are
8 authorized to charge maximum rates as listed in Exhibit "A" (red text are the
9 services/rates being amended), a copy of which is attached to this Order and by this
10 reference incorporated herein, for solid waste collection service in the City of Keizer.

11 IT IS HEREBY FURTHER ORDERED that collection franchisees may request
12 presumed new rates based on the following:

- 13 1. If in a given year, franchisees' blended Rate of Return (Net Income as a %
14 of total revenue) falls below ten percent (10%), the presumed rate increase
15 shall be based on the cumulative Consumer Price Index for Urban Wage
16 Earners and Clerical Workers for the Portland-Salem Area, all items, not
17 seasonally adjusted, or successor indices.
- 18 2. The new presumed rate request will be processed as called for in Ordinance
19 No. 2010-612 (Solid Waste Ordinance) and scheduled for public hearing as
20 set forth in such Ordinance.

1 3. Following public hearing, the City Council may adopt the presumed rate,
2 or take different action based on the testimony, the evidence, the
3 requirements of the Ordinance and state law.

4 4. Nothing contained herein shall prevent the collection franchisees from
5 requesting rate changes at any time based on the above referenced
6 Ordinance and state law. Franchisees may propose additional adjustments
7 in rates due to significant changes in the value or recyclables, shifts in
8 garbage collection service levels, required environmental or regulatory
9 compliance measures, or other changes affecting collection system costs.

10 IT IS HEREBY FURTHER ORDERED that the collection franchisees notify their
11 affected customers prior to implementing the new rates in the manner set forth in Marion
12 County Ordinance 615, as amended.

13 IT IS HEREBY FURTHER ORDERED that except as amended herein, all other
14 rates, charges and services shall remain in effect without change.

15 IT IS HEREBY FURTHER ORDERED that the Order in the Matter of the
16 Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer,
17 Effective as of August 1, 2015 adopted on June 15, 2015 is hereby repealed on October
18 1, 2016.

19

20

1 IT IS HEREBY FURTHER ORDERED that this Order shall be effective October
2 1, 2016, until replaced.

3 PASSED this _____ day of _____, 2016.

4 SIGNED this _____ day of _____, 2016.

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Mayor

City Recorder

**FRANCHISED SOLID WASTE MAXIMUM COLLECTION RATES
CITY OF KEIZER - October 2016**

	2015 Rate	2016 Rate
(1) RESIDENTIAL - CURB SIDE CART SERVICE PACKAGES	12.32	12.94
<u>(A) 20 gallon solid waste cart service only</u> This service includes recycling		
<u>(B) 20 gallon solid waste cart service</u> Service consists of one 20 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly	19.30	20.27
<u>(C) 35 gallon solid waste cart service</u> Service consists of one 35 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly	21.45	22.52
Each occasional extra pick up (17 gallon equals 30lbs.)	2.50	2.68
Each occasional extra pick up (35 gallon equals 60lbs.)	5.00	5.35
<u>(D) 65 gallon solid waste cart service</u> Service consists of one 65 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly	29.30	30.77
Each occasional extra pick up (17 gallon equals 30lbs.)	2.50	2.68
Each occasional extra pick up (35 gallon equals 60lbs.)	5.00	5.35
<u>(E) Residential "On Call" service</u>	6.42	6.74
<u>(F) Extra Yard Debris Cart</u> Residential full service only - per cart	6.27	6.32
<u>(G) Yard Debris Cart Only</u> Residential and non-residential rate	11.94	12.04
<u>(H) Contamination Fee</u>	10.31	10.83
<u>(I) Commingle Recycle Only Cart</u> Residential and non-residential rate	10.31	10.31

**FRANCHISED SOLID WASTE MAXIMUM COLLECTION RATES
CITY OF KEIZER - October 2016**

	2015 Rate	2016 Rate
(2) RESIDENTIAL-MULTI FAMILY & MOBILE HOME PARKS		
(1) 4 Units or less		
20 gallon: full service	16.73	17.57
20 gallon: opt-out yard debris	11.51	12.09
35 gallon: full service	18.60	19.53
(2) 5 Units or more - single billing		
20 gallon: no yard debris	11.40	11.97
35 gallon: no yard debris	13.17	13.83

Residential Full Service Includes:

Haulers will make available color-coded calendar for each customer that specifies bi-weekly collection schedule

Haulers provide automated roll carts - included in service price

Customers will not place larger items or over fill cart. Overfilled carts will be charged accordingly.

Customers will not place hazardous chemicals, paint, corrosive materials or **hot ashes** into the carts

Roll cart service may not be appropriate for customers that do not provide access to the cart (for automated equipment) - or for non-compliance with restrictions outlined above.

Damaged carts will be billed at replacement cost

A vacation credit shall be given for Customers who stop service for a period of three consecutive weeks or longer. Not to exceed 2 times per year.

Maximum Cart Weights

20 gallons - 40 lbs per week

35 gallons - 60 lbs per week

65 gallons - 120 lbs per week

95 gallons - 150 lbs per week

**FRANCHISED SOLID WASTE MAXIMUM COLLECTION RATES
CITY OF KEIZER - October 2016**

	2015 Rate	2016 Rate
(3) COMMERCIAL ROLL CART SERVICE		
Commercial 35 gallon roll cart - curb	15.58	16.36
Commercial 65 gallon roll cart - curb	22.94	24.09
Commercial 65 gallon food waste	12.20	12.81
Commercial 95 gallon roll cart - curb	30.30	31.82

Haulers to provide automated roll carts - included in service price

Customers will not place larger items or over fill cart (lid must close completely prior to collection)

Customers will not place hazardous chemicals, paint, corrosive materials or **hot ashes** into the carts

Roll cart service may not be appropriate for customers that do not provide access to the cart
(for automated equipment) - or for non-compliance with restrictions outlined above.

Commercial roll cart service includes one 95 gallon commingle cart - any additional carts will be
billed at \$2.00/month per cart

Cardboard service provided with container service

Cardboard service provided with cart services will be billed \$10.00 per month container rental fee.

Maximum Cart Weights

35 gallons - 60 lbs per week

65 gallons - 120 lbs per week

95 gallons - 150 lbs per week

(A) BUNDLES, BOXES, SACKS, OR OVERFILLED CARTS

Rate based on volumes equivalent to 35 gallon cart

	2015 Rate	2016 Rate
(4) CONTAINER SERVICE - Weekly Service, Monthly Rate		
(A) CONTAINER - MANUAL FRONT LOAD - LOOSE		
One yard	First stop 68.28	71.69
	Each added stop 58.09	60.99
One & one-half yard	First stop 96.08	100.88
	Each added stop 85.88	90.17
Two yard	First stop 123.11	129.27
	Each added stop 112.91	118.56
Three yard	First stop 176.61	185.44
	Each added stop 166.41	174.73
Four yard	First stop 224.24	235.45
	Each added stop 214.05	224.75
Five yard	First stop 274.27	287.98
	Each added stop 264.08	277.28
Six yard	First stop 0.00	338.44
	Each added stop 0.00	327.73

**FRANCHISED SOLID WASTE MAXIMUM COLLECTION RATES
CITY OF KEIZER - October 2016**

			2015	2016
			Rate	Rate
(B) CONTAINER - AUTOMATED FRONT LOAD - LOOSE				
Two yard	First stop	113.06		118.71
	Each added stop	103.89		109.08
Three yard	First stop	147.03		154.38
	Each added stop	136.83		143.67
Four yard	First stop	192.32		201.94
	Each added stop	182.12		191.23
Five yard	First stop	238.62		250.55
	Each added stop	228.43		239.85
Six yard	First stop	281.82		295.91
	Each added stop	271.63		285.21

One time container locking fee \$30.00/per container

Hauler may, at their discretion, include a "no fee/no key" lock on recycling containers

Container delivery fee - \$30.00 for container use on short term rental basis

			2015	2016
			Rate	Rate
(C) RESIDENTIAL SPECIAL CLEAN-UP CONTAINER				
Two yard	First stop	58.55		61.48
	Each added stop	33.55		35.23
Container must be accessible to truck: weight limit 750 lbs				
Three yard	First stop	90.30		94.82
	Each added stop	64.05		67.25
Container must be accessible to truck: weight limit 1000 lbs				

(D) CONTAINER - COMPACTED

Customer supplies the compactor and container. Rate for first and added stop is triple the rate for same size container for shredded, altered or mechanically compacted waste.

FRANCHISED SOLID WASTE MAXIMUM COLLECTION RATES
CITY OF KEIZER - October 2016

(5) DROP BOX SERVICE / COMPACTOR

All rates are plus disposal fee, rental charges, and mileage, where applicable

Minimum service: 10 cubic yard

				2015	2016
				Rate	Rate
(A) LOOSE MATERIAL					
10 yard	Temp box delivery fee	30.00		131.25	132.69
20 yard	Temp box delivery fee	30.00		131.25	134.13
30 yard	Temp box delivery fee	30.00		153.30	157.62
40 yard	Temp box delivery fee	30.00		196.99	202.75
(B) COMPACTED MATERIAL					
Cost per yard for service (25 YD MINIMUM)					
	Customer supplies compactor or box (per yd for first 25 yds)			6.52	
	Minimum			163.00	
	Disposal fee x 1.11% the cost of disposal ticket				
(C) ADDITIONAL CHARGES					
	Rental per day, after first 48 hours			7.00	
	Montly rental			72.00	
	Mileage charge for more than five mile radius from base station, per running mile			1.13	

FRANCHISED SOLID WASTE MAXIMUM COLLECTION RATES
CITY OF KEIZER - October 2016

(6) MEDICAL WASTE COLLECTION RATES

(A) Services provided by Marion Environmental Service

Commercial Medical Waste Collection Rate				
	2015 Rate Heavy Volume 75+ Boxes	2015 Rate Low Volume 1-74 Box	2016 Rate Heavy Volume 75+ Boxes	2016 Rate Low Volume 1-74 Box
20 Gallon Bx/Bg Keizer	13.40	18.35	13.40	19.98
Ea. Addtl. 20 Gallon Bx/Bg Keizer	10.50	14.40	10.50	15.68
35 Gallon Bx/Bg Keizer	15.05	20.65	15.05	22.49
Ea. Addtl. 35 Gallon Bx/Bg Keizer	12.15	16.70	12.15	18.19
Salem Hospital - Pick-up only - No Box/Bag Supplied				
20 Gallon Bx/Bg Keizer	7.07		7.07	
35 Gallon Bx/Bg Keizer	7.57		7.57	
Items Purchased				
Lids				
20 Gallon ~ 35 Gallon Lids	4.40		4.40	
Sharps				
Sharps Containers	7.90		7.90	
Haulers Sharps Case	179.50		179.50	
Haulers Sharps Containers	4.50		4.50	

Box/Bags	2015 Rate	2016 Rate
20 Gallon Bag only	1.02	1.02
20 Gallon Box only	5.85	5.85
20 Gallon Box~Bag	7.00	7.00
20 Gallon Bags per case/100	117.80	117.80
35 Gallon Bag only	1.75	1.75
35 Gallon Box only	6.70	6.70
35 Gallon Box~Bag	8.40	8.40
35 Gallon Bags per case/100	173.90	173.90
Storage Container Rental		
Monthly Renal	24.70	24.70

Minimum \$30.00/\$100.00 Hourly Rate Trip Charge = \$1.66 per minute

	2015 Rate	2016 Rate
(B) RESIDENTIAL BIO-MEDICAL SHARPS CONTAINER (OAR 437-02-360)	11.99	13.00

One gallon specially designed container, delivered to the door. To be used until filled and then collected by hauler separately from municipal solid waste. May not be left at the curb for pick up.

FRANCHISED SOLID WASTE MAXIMUM COLLECTION RATES
CITY OF KEIZER - October 2016

(7) SPECIAL SERVICES AND MISCELLANEOUS SERVICES

If debris exceeds 10 yards, use drop box at hauler's discretion. Unless noted, prices reflect disposal only, trip charges may apply.

CALL BACK SERVICE

10.00

(A) JANITORIAL SERVICES, CALL BACKS, AND OTHER SPECIAL SERVICES

	2015 Rate	2016 Rate	2015 Rate	2016 Rate
All fees in addition to disposal	One Man	One Man	Two Man	Two Man
1/4 hour	25.00	25.00	35.00	35.00
1/2 hour	50.00	50.00	70.00	70.00
3/4 hour	75.00	75.00	105.00	105.00
1 hour	100.00	100.00	140.00	140.00
All fees in addition to disposal charged at \$13.00 per yard				
Maximum trip charge	30.00			

(B) TIRES

	2015 Rate	2016 Rate
Passenger tires (up to 16")	6.00	6.00
Passenger tires (up to 16") w/rims	8.00	8.00
Truck tires	14.00	14.00
Truck tires w/rims	24.00	24.00
Tractor tires - special service and disposal rates apply		

**FRANCHISED SOLID WASTE MAXIMUM COLLECTION RATES
CITY OF KEIZER - October 2016**

(C) LARGE MAJOR APPLIANCES AND FURNITURE

Appliances \$10.00 - \$15.00 service fee for large appliances - plus cost for freon removal, and hourly labor to remove and dispose.

	2015	2016
Special items:	Rate	Rate
1.) large furniture (couch, dresser, etc.)	13.00 - 18.00	13.65 -19.00
2.) small furniture (arm chair)	8.00 - 13.00	8.50 - 13.65
3.) hide-a-bed	18.00 - 23.00	18.90 - 24.15
4.) table & 3-4 chairs	8.00	8.40
5.) mattresses		
twin	7.00	7.35
twin box spring	6.50	6.83
full/queen	9.00	9.45
full/queen box spring	8.00	8.40
king	11.00	11.55
double twin box spring for king	10.00	10.50
(rates increase if items are wet)		
6.) bathtub/sink/toilet		
fiberglass tub/shower	11.00 - 15.00	11.65 - 15.75
cast iron tub/shower	will quote	will quote
sink/toilet	5.00 - 9.00	5.30 -9.50
double sinks	will quote	will quote
7.) hot water heaters	10.00 - 15.00	10.60 - 15.75
8.) carpets	will quote	will quote
9.) computers & peripherals	13.00	13.00
10.) televisions & monitors		
15-20"	13.00	13.00
20-32"	18.00	18.00
32"	23.00	23.00
larger	will quote	will quote

(8) RESTART (delinquent customers)

Restart delinquent account fee	10.00
Precise charge for receptacle pick-up and return, all areas:	
per set of carts	25.00
per container	25.00
per drop box	25.00

COUNCIL MEETING: September 6, 2016

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

**SUBJECT: KEIZER STATION CENTER AREA C STREET LIGHTING LOCAL
IMPROVEMENT DISTRICT**

ISSUE:

On April 6, 2016, the developers of the Keizer Station Center Area C filed a petition to form a local improvement district for street lights. The City Council adopted R2016-2668 on April 18th to initiate the district. However, upon further review by staff, it was noted that the petition did not contain the required two-thirds of the property owners within the district boundaries. Signatures from the City of Keizer and Keizer Church of Christ were obtained to fulfill the requirement. The City Engineer has completed the attached report outlining the lighting improvements to the area. The report was reviewed by the Public Works Department and found to meet the guidelines as outlined in the City of Keizer Ordinance for development of street lighting districts. Upon adoption of the report by the City Council, a public hearing will be scheduled to receive any remonstrances to the formation of this street lighting district.

FISCAL IMPACT:

The costs for establishing the district in the first year include a fee for the engineers report and an administrative fee to cover the costs for advertising and staff time in establishing the district. The City receives reimbursement from the property owners for these costs and the actual electricity used through assessments placed on the tax rolls. All activity is budgeted through the Street Lighting District Fund.

RECOMMENDATION:

It is recommended City Council adopt a Resolution approving the City Engineer's Report and set the public hearing date for October 3, 2016 to consider remonstrances and other comments on the district's formation and objections to proposed assessments.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2016-_____

**APPROVING THE CITY ENGINEER'S REPORT; DECLARING
THE CITY'S INTENT TO FORM KEIZER STATION CENTER AREA C STREET LIGHTING LOCAL
IMPROVEMENT DISTRICT; PROVIDING NOTICE AND SETTING HEARING**

BE IT RESOLVED by the City Council of the City of Keizer, Oregon:

Section 1. That the City Council hereby finds the City Engineer's Report, marked as exhibit "A" and by this reference incorporated herein, containing preliminary plans and an estimate of probable costs for Keizer Station Center Area C Street Lighting Local Improvement District which was filed with the City Recorder on August 26, 2016 to be satisfactory, and the same are hereby approved and adopted.

Section 2. That the City Council hereby declares its intention to form Keizer Station Center Area C Street Lighting Local Improvement District and to make the lighting district improvements to serve Keizer Station Center Area C Street Lighting Improvement District.

Section 3. That the City Council hereby directs the City Recorder to give notice of its intention to form Keizer Station Center Area C Street Lighting Local Improvement District and to make the improvements by sending notice to the property owners within the district stating a public hearing will be held on October 3, 2016, said notice to also provide that information required under City of Keizer Ordinance 94-278, an ordinance providing for procedures for municipal lighting districts and special assessments.

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

PASSED this ____ day of _____, 2016.

SIGNED this ____ day of _____, 2016.

Mayor

City Recorder

ENGINEER'S REPORT
FOR
KEIZER STATION CENTER AREA C
STREET LIGHTING LOCAL IMPROVEMENT DISTRICT

For City Council Action September 6, 2016



Renew date: December 31, 2016

Prepared by:



Date: August 18, 2016

Project File: 4353-11

TO: The Mayor and City Council

FROM: City Engineer's Office

SUBJECT: Keizer Station Center Area C Street Lighting Local Improvement District

Authority and Purpose:

This report is submitted in accordance with the requirements of City of Keizer **Ordinance No. 94-278** and Council **Resolution 2016-2668** for the purpose of creating the subject Street Lighting District.

District Boundaries and Map:

A Map of the proposed District is attached showing the areas benefitted by the street lights proposed to be installed.

Lighting Plan:

The lighting improvements will consist of 20, 134-Watt, LED luminaries on a 35', heavy duty gray direct burial fiberglass pole with 6' aluminum mast arm. This design is selected to meet current city standards and provide the most efficient light coverage. It is recommended that installation be accomplished by the following method:

Portland General Electric Co. (PGE) would install the underground wiring and supply the electrical power to the District. The luminaries and poles would be furnished, owned and maintained by PGE.

Estimated Costs:

20 Poles & 134 Watt luminaries @ \$22.78 per month ea. x 12 mos.	\$5,467.20
Administrative Fee @ \$50/Streetlight:	\$1,000.00
Engineering @ \$125.00/Streetlight:	<u>\$2,500.00</u>
Total Assessment	\$8,967.20
(1) Per Acre Assessment (First Year, 32.23 Acres)	\$278.23

Method of Assessment:

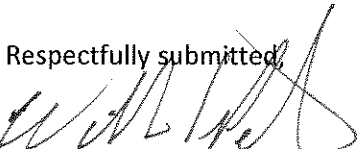
It is recommended that the costs be assessed on a per acre basis to each parcel in the district.

For each property in the district, the first year assessment would include the one-time costs for District formation and engineering. Subsequent year's assessments would reduce to \$169.63 per acre.

Assessment Roll:

The attached preliminary assessment roll identifies the benefitted properties and the first year assessments to be levied against each.

Respectfully submitted,


William I. Peterson, P.E.
City Engineer

KEIZER STATION CENTER AREA C STREET LIGHTING LOCAL IMPROVEMENT DISTRICT

Preliminary Assessment Roll

Date: 18-Aug-16

Assessor's Map No. 063W36CA

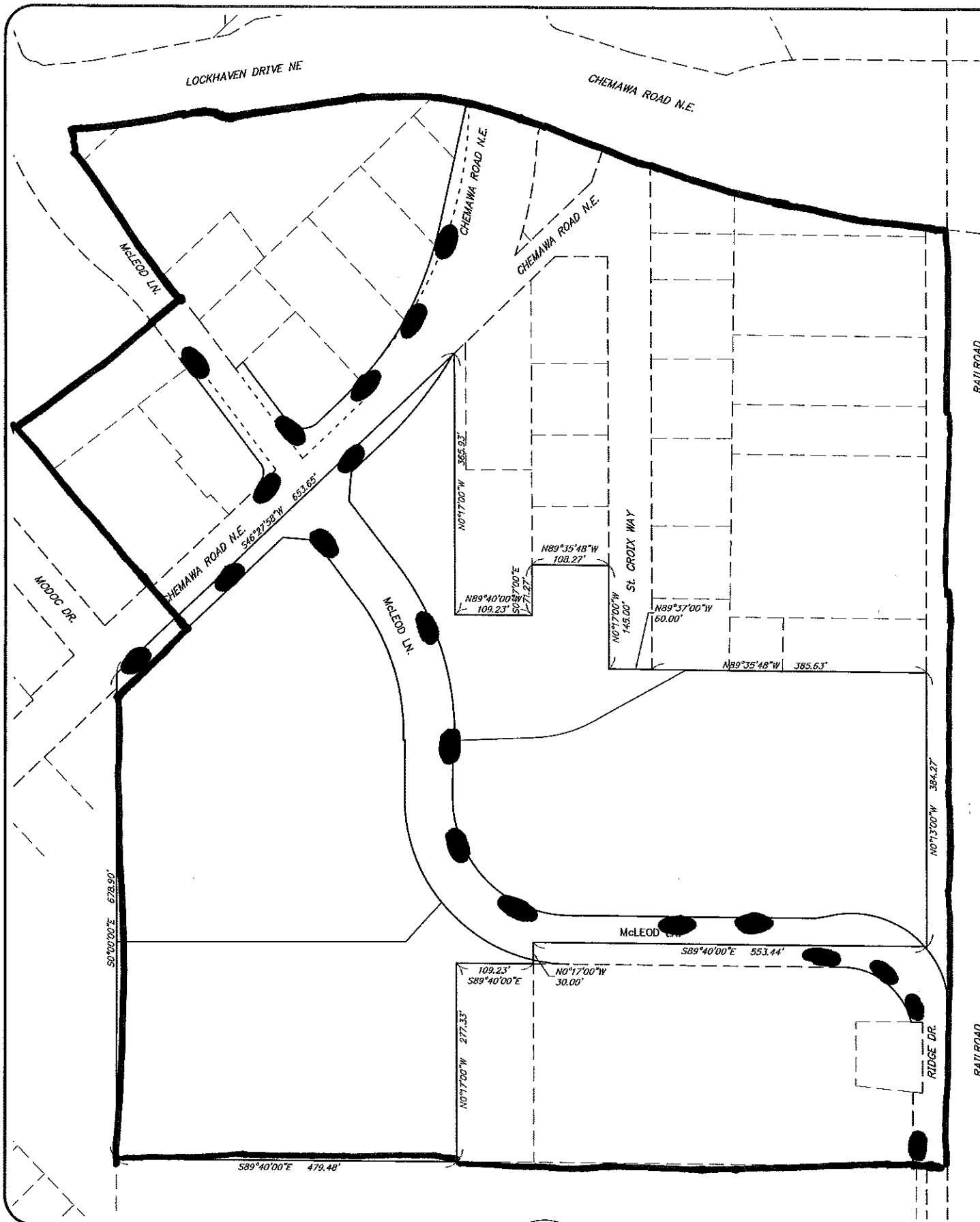
TAX LOT	OWNER	ADDRESS	ACRES	1st Year	Add. Years
				COST	COST
200	SM3KZR LLC	PO BOX 970 MEDFORD, OR 97501	0.95	\$264.32	\$161.15
300	SM3KZR LLC	PO BOX 970 MEDFORD, OR 97501	0.60	\$166.94	\$101.78
400	PERMANENT I LLC	PO BOX 970 MEDFORD, OR 97501	0.44	\$122.42	\$74.64
500	KS COMMERCIAL LLC	3425 BOONE RD SE SALEM, OR 97317	1.60	\$445.17	\$271.41
600	KS COMMERCIAL LLC	3425 BOONE RD SE SALEM, OR 97317	0.13	\$36.17	\$22.05
700	KS COMMERCIAL LLC	3425 BOONE RD SE SALEM, OR 97317	0.40	\$111.29	\$67.85
900	DECKARD, JEFFREY & DECKARD, TERESA	5401 RIDGE DR NE KEIZER, OR 97303	0.21	\$58.43	\$35.62
1000	KEIZER CHURCH OF CHRIST	575 MOROSGO DR ATLANTA, GA 30324	3.86	\$1,073.97	\$654.77
1300	E-VILLAGE LLC	PO BOX 2087 SALEM, OR 97308	0.25	\$69.56	\$42.41
1400	E-VILLAGE LLC	PO BOX 2087 SALEM, OR 97308	0.25	\$69.56	\$42.41
1500	E-VILLAGE LLC	PO BOX 2087 SALEM, OR 97308	0.33	\$91.82	\$55.98
1700	YARBROUGH, JACK R	PO BOX 20756 KEIZER, OR 97307	0.28	\$77.90	\$47.50
1800	YARBROUGH, JACK R	PO BOX 20756 KEIZER, OR 97307	0.28	\$77.90	\$47.50
1900	YARBROUGH, JACK R	PO BOX 20756 KEIZER, OR 97307	0.16	\$44.52	\$27.14
2000	SM3KZR LLC	PO BOX 970 MEDFORD, OR 97501	0.32	\$89.03	\$54.28
2100	BOWEN ENTERPRISES INC	605 PORTLAND AV #220 GLADSTONE, OR 97027	0.37	\$102.95	\$62.76
2200	BOWEN ENTERPRISES INC	605 PORTLAND AV #220 GLADSTONE, OR 97027	0.25	\$69.56	\$42.41
2300	BOWEN ENTERPRISES INC	605 PORTLAND AV #220 GLADSTONE, OR 97027	0.25	\$69.56	\$42.41
2400	E-VILLAGE LLC	PO BOX 2087 SALEM, OR 97308	0.21	\$58.43	\$35.62
2700	CREATIVE INVESTORS LLC	PO BOX 534 BEAVERTON, OR 97075	0.57	\$158.59	\$96.69
2800	E-VILLAGE LLC	PO BOX 2087 SALEM, OR 97308	0.48	\$133.55	\$81.42
3000	CITY OF KEIZER	PO BOX 21000 KEIZER, OR 97307	0.31	\$86.25	\$52.59
3100	NORTH PACIFIC TR & BATZER,JOHN E TRE	190 N ROSS LN MEDFORD, OR 97501	0.21	\$58.43	\$35.62
3200	CITY OF KEIZER	PO BOX 21000 KEIZER, OR 97307	0.50	\$139.12	\$84.82

Assessor's Map No. 063W36CA

TAX LOT	OWNER	ADDRESS	ACRES	COST	COST
3300	CITY OF KEIZER	PO BOX 21000 KEIZER, OR 97307	0.35	\$97.38	\$59.37
3400	CITY OF KEIZER	PO BOX 21000 KEIZER, OR 97307	0.28	\$77.90	\$47.50
3500	CITY OF KEIZER	PO BOX 21000 KEIZER, OR 97307	0.10	\$27.82	\$16.96
3501	NORTHWEST NATIONAL LLC	PO BOX 2087 SALEM, OR 97308	0.21	\$58.43	\$35.62
3600	MWIC KEIZER LLC	3425 BOONE RD SE SALEM, OR 97317	4.93	\$1,371.67	\$836.28
3700	KS COMMERCIAL LLC	3425 BOONE RD SE SALEM, OR 97317	1.85	\$514.73	\$313.82

Assessor's Map No. 063W36CB

TAX LOT	OWNER	ADDRESS	ACRES	COST	COST
100	AYALA, MILDRED E	5660 MCLEOD LN NE KEIZER, OR 97303	0.23	\$63.99	\$39.01
200	SM3KZR LLC	PO BOX 970 MEDFORD, OR 97501	1.56	\$434.04	\$264.62
300	CITY OF KEIZER	PO BOX 21000 KEIZER, OR 97307	0.04	\$11.13	\$6.79
400	ERIC M SHREWSBURY JR RLT & SHREWSBURY, ERIC M JR TRE	5615 MCLEOD LN NE KEIZER, OR 97303	0.38	\$105.73	\$64.46
402	SINGH, JUSTINDER BHATIA & SINGH, ALICIA	1057 E IMPERIAL HY #324 PLACENTIA, CA 92870	0.45	\$125.20	\$76.33
403	SINGH, ALICIA & SINGH, JUSTINDER	2045 CHEMAWA RD NE KEIZER, OR 97303	0.68	\$189.20	\$115.35
9100	MWIC KEIZER LLC	3425 BOONE RD SE SALEM, OR 97317	3.48	\$968.24	\$590.31
9200	MWSH KEIZER LLC	3425 BOONE RD SE SALEM, OR 97317	4.48	\$1,246.47	\$759.94



KEIZER STATION CENTER AREA 'C'

SEC. 36, T. 6 S., R. 3 W., W.M.
CITY OF KEIZER
MARION COUNTY, OREGON

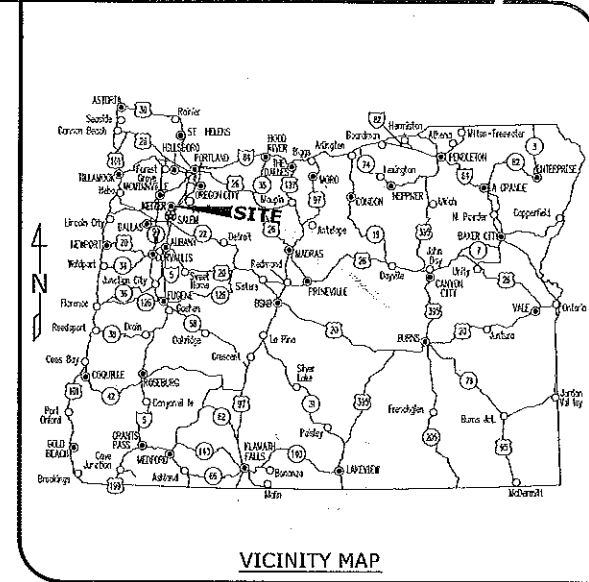
Owner/Developer:
BONAVENTURE SENIOR LIVING
3425 BOONE ROAD S.E.
SALEM, OREGON 97317

B.M. 149.68
MARION COUNTY BENCHMARK DESIGNATED 9658
PER MARION COUNTY SURVEYOR'S OFFICE LOCATED
AT THE SOUTHWEST CORNER OF THE INTERSECTION
OF CHEMAWA RD. NE & McLEOD LN. NE



CITY OF KEIZER	PERMIT PLAN REVIEW
☐ Street Opening Permit	☒ Construction Permit
☒ APPROVED AS SUBMITTED	
☒ APPROVED, SUBJECT TO CORRECTIONS NOTED - Sheet 802	
☒ SERVICE AND REBURY	
By: <i>[Signature]</i>	8/25/15
CALL BEFORE YOU DIG	800-332-2844

SHEET INDEX	
SHEET 101	COVER SHEET
SHEET 201	SANITARY SEWER IMPROVEMENTS - A-LINE
SHEET 202	SANITARY SEWER IMPROVEMENTS - B-LINE, C-LINE & D-LINE
SHEET 301	STORM DRAIN IMPROVEMENTS - A-LINE & B-LINE
SHEET 302	STORM DRAIN IMPROVEMENTS - CHEMAWA RD.
SHEET 303	STORM DRAIN IMPROVEMENTS - McLEOD LN. 1+00 - 14+00
SHEET 304	STORM DRAIN IMPROVEMENTS - McLEOD LN. 13+50 - 24+50
SHEET 401	STREET IMPROVEMENTS - CHEMAWA RD.
SHEET 402	STREET IMPROVEMENTS - CHEMAWA RD. SECTIONS & MEDIAN DETAILS
SHEET 403	STREET IMPROVEMENTS - McLEOD LN. 1+00 - 14+00
SHEET 404	STREET IMPROVEMENTS - McLEOD LN. 13+50 - 24+50
SHEET 405	STREET IMPROVEMENTS - ST. CROIX WAY ACCESS
SHEET 406	TYPICAL STREET SECTIONS
SHEET 501	DOMESTIC WATER IMPROVEMENTS - CHEMAWA RD.
SHEET 502	DOMESTIC WATER IMPROVEMENTS - McLEOD LN. & FUTURE ACCESS
SHEET 601	EROSION CONTROL PLAN - 1st - SITE CLEARING, GRUBBING & MASS GRADING
SHEET 602	EROSION CONTROL PLAN - 2nd - POST STORM DRAINAGE
SHEET 603	EROSION CONTROL PLAN - 3rd - POST STREETS
SHEET 604	EROSION CONTROL PLAN - 4th - SITE STABILIZATION
SHEET 605	EROSION CONTROL NOTES & DETAILS
SHEET 701	STREET LIGHTING, STREET TREE & SIDEWALK PLAN
SHEET 801	STRIPING & SIGNING PLAN - CHEMAWA RD.
SHEET 802	STRIPING & SIGNING PLAN - CHEMAWA RD.
SHEET 803	STRIPING & SIGNING PLAN - McLEOD LN.
SHEET 804	STRIPING & SIGNING PLAN - McLEOD LN.
SHEET 805	STRIPING & SIGNING DETAILS
SHEET 806	SIGNAL UPGRADE PLAN - CHEMAWA RD. & LOCKHAVEN DR.
SHEET 807	SIGNAL PREPARATION PLAN - CHEMAWA RD. & McLEOD LN.
SHEET 901	DETAIL SHEET & KEIZER GENERAL CONSTRUCTION NOTES
SHEET 902	DETAIL SHEET
SHEET 903	DETAIL SHEET
SHEET 904	DETAIL SHEET & SALEM GENERAL CONSTRUCTION NOTES



134-Watt, LED
street light

PRINTED

AUG 25 2015
IF THIS STAMP IS NOT RED
THESE PLANS ARE NOT
AUTHORIZED BY THE CITY OF KEIZER
ENGINEERING SERVICES

ABBREVIATIONS	
A.C.	ASPHALTIC CONCRETE
ACHP	ALUMINIZED CHP
ASSY.	ASSEMBLY
B.O.	BLOW OFF
B.F.V.	BUTTERFLY VALVE
C.A.G.	CURB & GUTTER
CATV	CABLE TELEVISION
C.B.	CATCH BASIN
C.B.C.O.	CATCH BASIN CLEANOUT
C.B.I.	CATCH BASIN INLET
C.L.	CENTERLINE
CHP	CORRUGATED METAL PIPE
C.O.	CLEANOUT
CONC.	CONCRETE
CONST.	CONSTRUCT
D.I.	DUCTILE IRON
DIA.	DIAMETER
DWG.	DRAWING
EASHT.	EASHERIT
E.G.	EXIST. GRADE / GROUND
E.P.	EDGE OF PAVEMENT
ELEC.	ELECTRIC
ELEV. or BL.	ELEVATION
EX. or EXIST.	EXISTING
FT.	FEET
F.F.	FINISH FLOOR
F.G.	FINISH GRADE
F.H.	FIRE HYDRANT
F.H.	FORCE MAIN
GUT. or G.R.	GUTTER
G.V.	GATE VALVE
IMP.	IMPROVEMENT
INSET	INSET
INV. or I.	INVERT
L	LENGTH, LINE
L.P.	LIGHT POLE
M	METER, MAIN
M.H.	MANHOLE
MTL	METAL
O.H.	OVERHEAD
PC	POINT OF CURVING CURVE
PC	POINT OF CONTINUING CURVE
PEDEST.	PEDESTAL
PREC.	POINT OF REVERSE CURVE
PROP.	PROPOSED
PT	POINT OF TANGENCY
PUB.	PUBLIC
PUE	PUBLIC UTILITY BASHT.
PVC	POLYVINYL CHLORIDE
PVT.	PRIVATE
P.P.	POWER POLE
P.L.	PROPERTY LINE
R	RADIUS
R.D.	RIM
R.O.	ROOF DRAIN
R.O.W.	RIGHT-OF-WAY
S.A.L.S. or S.S.	SANITARY SEWER
S	SLOPE
STA.	STATION
STD.	STANDARD
STL	STEEL
STH.DRI. or S.D.	STORM DRAIN
SVC.	SERVICE
SW	SIDEWALK
T.C.	TOP OF CURB
TEL	TELEPHONE
TYP.	TYPICAL
U.G.	UNDERGROUND
VLT.	VAULT
W.H.	WATER MAIN

SYMBOLS	
EXIST. PROP.	EXIST. PROP.
⊗	BLOW OFF ASSY.
⊗	CATCH BASIN
⊗	CATCH BASIN CLEANOUT
⊗	CATCH BASIN INLET
⊗	CATV PED. / BOX
⊗	CLEANOUT
⊗	ELEC. PED. / BOX
⊗	FIRE HYDRANT
⊗	GAS LOCATION MARKER
⊗	GAS VALVE
⊗	MAIL BOX
⊗	CABLE TELEVISION
⊗	CENTERLINE
⊗	DITCH C.L.
⊗	ELECTRICAL LINE
⊗	GAS MAIN
⊗	TELEPHONE LINE
⊗	MANHOLE SAN. SEWER
⊗	MANHOLE STORM DRAIN
⊗	2" DIA. C.O. / M.H.
⊗	MANHOLE TELEPHONE
⊗	MANHOLE WATER
⊗	REDUCER / INCREASER
⊗	TEL. PED. / BOX
⊗	TRAFFIC PED. / BOX
⊗	UTILITY / POWER POLE
⊗	WATER METER
⊗	WATER VALVE
⊗	SANITARY SEWER EXIST.
⊗	SANITARY SEWER PROP.
⊗	STORM DRAIN EXIST.
⊗	STORM DRAIN PROP.
⊗	WATER MAIN EXIST.
⊗	WATER MAIN PROP.

MULTI / TECH
ENGINEERING SERVICES, INC.
1155 13th ST. S.E. SALEM, OR. 97302
PH. (503) 363-9227 FAX (503) 364-1260
www.intereengineering.net office@intereengineering.net

MULTI/TECH ENGINEERING EXEMPT FROM
LIABILITY IF NOT STAMPED APPROVED
APPROVED PLANS
JURISDICTION SALEM
CONDITIONS YES ☐ NO ☒
DATE 7-6-15

REGISTERED PROFESSIONAL ENGINEER
MARK D. GRENE
EXPIRES 08-30-2017

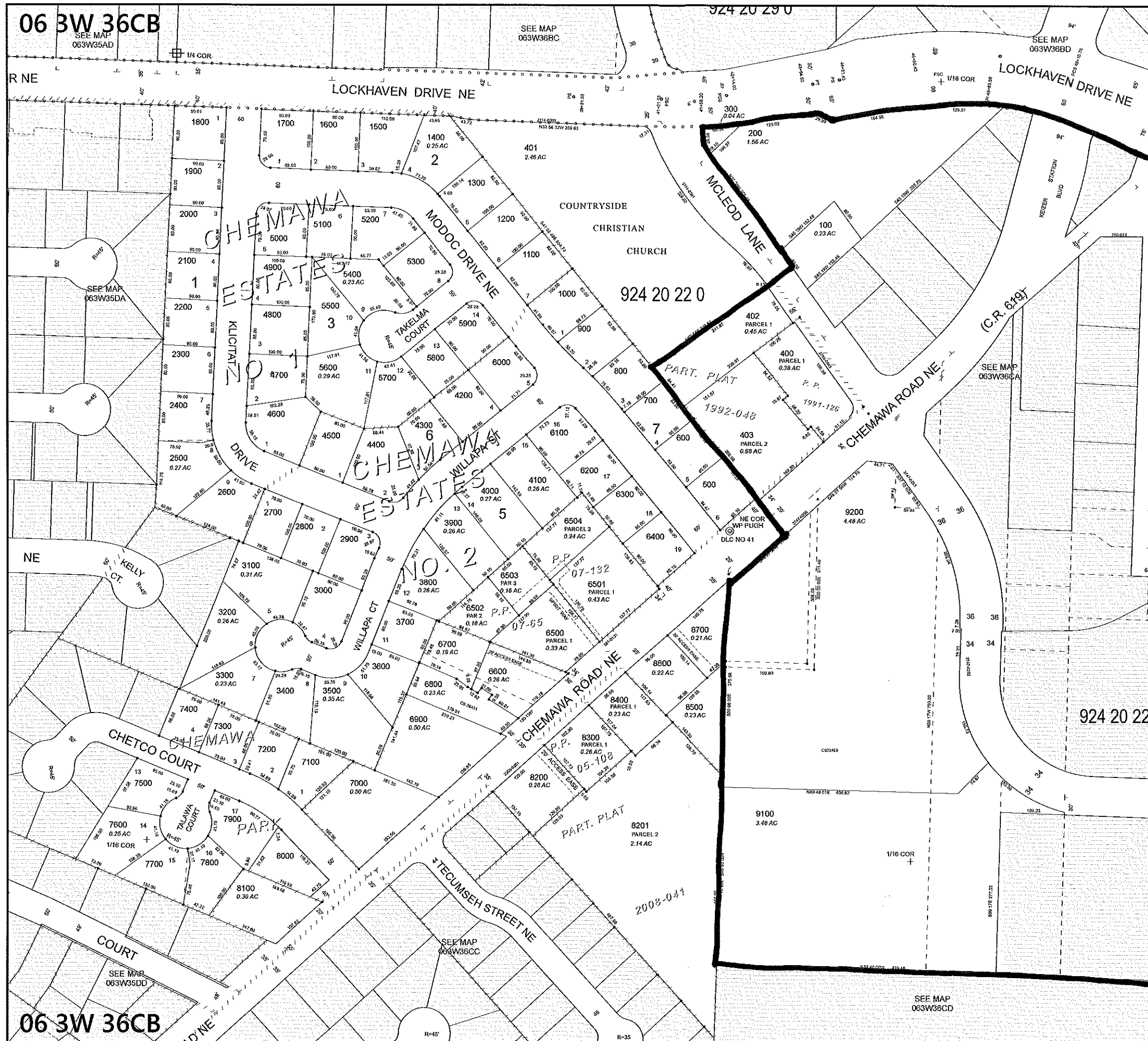
NO CHANGES, MODIFICATIONS OR
REPRODUCTIONS TO BE MADE TO
THESE DRAWINGS WITHOUT WRITTEN
AUTHORIZATION FROM THE DESIGN
ENGINEER.
DIMENSIONS & NOTES TAKE
PRECEDENCE OVER GRAPHICAL
REPRESENTATION.

Design: M.D.G.
Drawn: D.G.G.
Checked: B.M.G.
Date: MARCH 2015
Scale: AS SHOWN
As-Built:

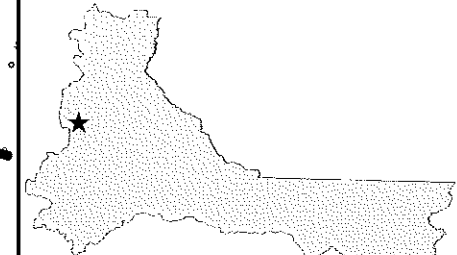
**KEIZER STATION CENTER
AREA "C"**

**COVER
SHEET**

Project Number
6018
Sheet Number
101



06 3W 36CB KEIZER



MARION COUNTY, OREGON
NW1/4 SW1/4 SEC36 T6S R3W W.M.
SCALE 1" = 100'

LEGEND

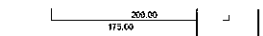
LINE TYPES	
Taxlot Boundary	Historical Boundary
Road Right-of-Way	Easement
Railroad Right-of-Way	Railroad Centerline
Private Road ROW	Taxcode Line
Subdivision/Plat Bndry	Map Boundary
Waterline - Taxlot Bndry	Waterline - Non Bndry

SYMBOL TYPES	
Survey Monument	+ 1/16TH Section Cor.
Road Station	1/4 Section Cor.
DLC Corner	16, 15 21 22 Section Corner

NUMBERS
Tax Code Number
000 00 00 0

Acreage All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

NOTES
Tick Marks: If a tick mark is indicated on the end of a line, then the dimension goes to the tick mark. This is used when dimensions extend into public right-of-ways.



CANCELLED NUMBERS

8600			
8800			
9000			

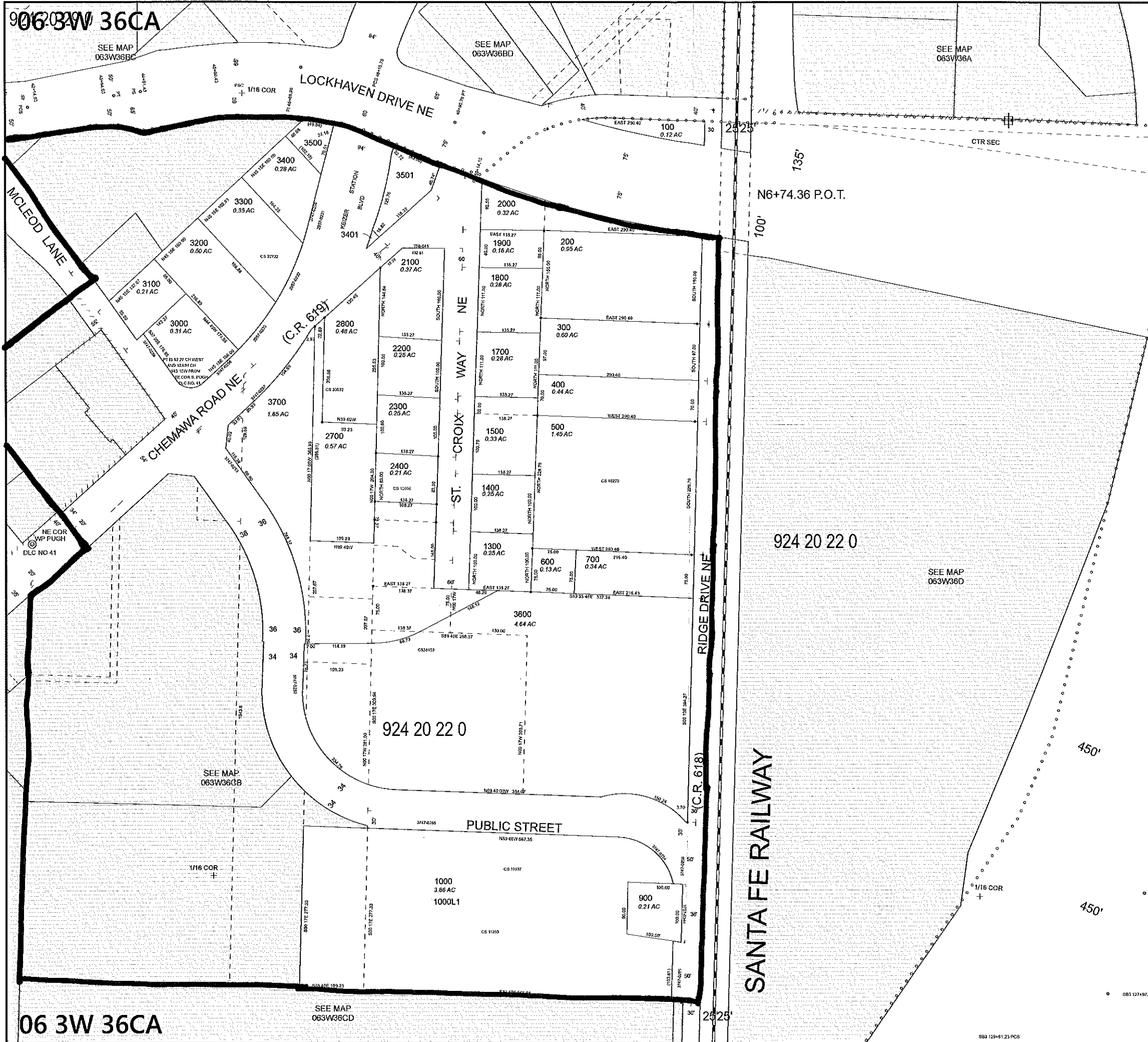
DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY



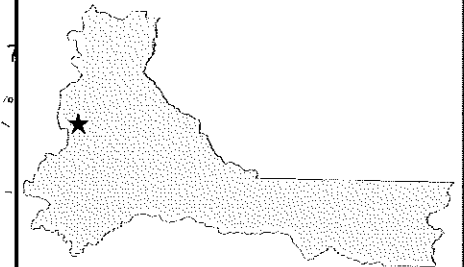
FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.marion.or.us

PLOT DATE:12/10/2015

KEIZER 06 3W 36CB



06 3W 36CA
KEIZER



MARION COUNTY, OREGON
NE1/4 SW1/4 SEC36 T6S R3W W.M.
SCALE 1" = 100'

LEGEND

- LINE TYPES
- | | |
|--------------------------|-----------------------|
| Taxlot Boundary | Historical Boundary |
| Road Right-of-Way | Easement |
| Railroad Right-of-Way | Railroad Centerline |
| Private Road ROW | Taxcode Line |
| Subdivision/Plat Bndry | Map Boundary |
| Waterline - Taxlot Bndry | Waterline - Non Bndry |

- SYMBOL TYPES
- | | |
|-----------------|-------------------------|
| Survey Monument | + 1/16TH Section Cor. |
| Road Station | ⊕ 1/4 Section Cor. |
| DLC Corner | ⊕ 16, 15 Section Corner |
| | 21 22 |

NUMBERS

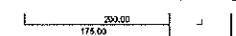
Tax Code Number
000 00 00 0

Acreage
0.25 AC

All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

NOTES

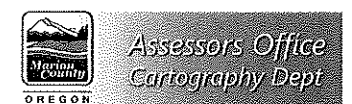
Tick Marks: If a tick mark is indicated on the end of a line, then the dimension goes to the tick mark. This is used when dimensions extend into public right-of-ways.



CANCELLED NUMBERS

800			
1100			
1200			
1600			
2500			
2600			
2801			
2900			
3800			

DISCLAIMER: THIS MAP WAS PREPARED
FOR ASSESSMENT PURPOSES ONLY



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.marion.or.us

PLOT DATE: 12/3/2015

KEIZER
06 3W 36CA

CITY COUNCIL MEETING: September 6, 2016

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: DEPARTMENT OF CORRECTIONS INMATE WORK
PROGRAM AGREEMENT**

The City has had an Inmate Work Program Agreement with the State Department of Corrections since October 23, 2014 for the purpose of having minimum security inmates provide labor in certain circumstances. A copy of the Agreement is attached for your convenience. The Agreement is set to terminate on October 31, 2016 unless extended.

Agreements that have a term of two years or less and not over \$25,000 are not required to be approved by Council under City Ordinance. This amendment is before Council because staff desires to extend the Agreement for an additional five years to October 31, 2021.

RECOMMENDATION:

Adopt the attached Resolution authorizing the Public Works Director to sign the Amendment to the Department of Corrections Inmate Work Program Agreement.

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

ESJ/tmh

STATE OF OREGON

DEPARTMENT OF CORRECTIONS

Inmate Work Program Agreement -- Public (Oregon Public Bodies other than State Agencies)

This INMATE WORK PROGRAM AGREEMENT (the "Agreement") is made by the DEPARTMENT OF CORRECTIONS ("DOC"), and City of Keizer, a political subdivision of the State of Oregon ("Agency"). Capitalized terms shall have the meanings assigned to them in Section 1 of this Agreement. This Agreement will become effective on the date of the last signature approval of all of the parties.

RECITALS

WHEREAS, this Agreement is entered into pursuant to ORS 179.360, 190.110, 421.005, 421.405 through 421.445, 421.490, and Section 41, Article I of the Oregon Constitution (Ballot Measure 17);

WHEREAS, DOC desires to place selected minimum security Inmates in appropriate work situations to perform labor with a public benefit while providing opportunities for participating Inmates to learn work skills and develop appropriate work habits;

WHEREAS, Agency desires to accomplish those Projects identified in Work Orders entered into pursuant to this Agreement using minimum security Inmates;

WHEREAS, it is the policy of DOC and Agency to cooperatively administer this Agreement and manage the operations of the Work Crews through joint project planning to accomplish the parties' mutual objectives and goals; and

WHEREAS, this Agreement establishes the responsibilities of DOC and Agency in the use of Inmate workers to provide labor for Projects.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained in the Agreement, the parties do hereby agree to the following:

1. DEFINITIONS.

1.1 Agency Project Manager shall mean an Agency employee responsible for monitoring Project quality, timeliness, progress and completion.

1.2 Agency Technical Supervisor shall mean an Agency employee who is qualified by education, knowledge, training or experience and has the demonstrated ability to provide Project training and technical supervision, assign work tasks, and monitor and assess work progress.

1.3 Authorized Representatives shall mean the persons identified at Section 14.1 of this Agreement.

1.4 Custodial Supervisor/Personnel shall mean a DOC employee(s) assigned to a Project and designated in the Work Order to be responsible for maintaining custodial supervision of Inmates assigned to a Work Crew.

1.5 Inmate shall mean a convicted felon not on parole, probation, or post-prison supervision status who is under the custodial supervision of DOC.

1.6 Institution shall mean a correctional facility operated by DOC where Inmates reside.

1.7 Institution Safety Officer shall mean a DOC employee responsible for the safety management of an Institution or facility or satellite thereof.

1.8 Project shall mean an activity which is wholly or partially accomplished through the use of Inmates and described in the executed Work Order(s) under this Agreement.

1.9 Project Description shall mean that portion of a Work Order describing in detail the scope of the particular Project and tasks to be performed, identifying specific work site details and necessary equipment and allocating responsibilities for supervision and training between DOC and Agency.

1.10 Reimbursable Expenses shall include but are not limited to vehicle rental charges, mileage, special clothing, tools and equipment provided by DOC, and such other incurred costs agreed to and set forth in the Work Order.

1.11 Work Crew shall mean the Inmates who are assigned to perform work on a Project.

1.12 Work Order shall mean the document to be signed by both parties that includes the Project Description, incorporates the terms and conditions of this Agreement by reference, includes price, Reimbursable Expenses, Work Crew size and work schedule, and all other details necessary to describe the obligations of the parties in completing the Project, including those listed in Subsection 2.1, and includes any exhibits, schedules and other attachments to and amendments of any of the above.

1.13 Work Program Coordinator shall mean a DOC employee responsible for overseeing daily planning and coordination of a Work Crew assigned to a Project.

2. DOC SHALL:

2.1 Upon Agency's request, negotiate a Work Order for each Project in accordance with the attached Exhibit A;

2.2 Provide Work Crew labor to accomplish the Project(s) as agreed to and specified in the Work Order(s), in accordance with DOC rules and regulations and within the limits and responsibilities established by this Agreement. Inmates assigned to a Project shall be selected by DOC in accordance with its rules and regulations;

2.3 Provide a Work Crew Custodial Supervisor/Personnel to be responsible for maintaining custodial supervision of Inmates assigned to a Project and to assist the Agency Technical Supervisor(s) as authorized by DOC.

2.4 Provide for the basic needs of Inmates assigned to the Project(s), including providing meals at the Project site(s), clothing appropriate to the season, and transportation to and from the work site. DOC shall not be responsible for providing Inmates with special purpose clothing or with essential tools, equipment or Project supplies, except as specified in the Work Order(s).

2.5 Provide general orientation and training to Agency personnel, as DOC deems appropriate, with regard to DOC policies, procedures, rules and regulations, such as those relating to security issues, prohibited inmate conduct, disciplinary reporting and other relevant subjects as determined by DOC; and

2.6 Bill the Agency for costs incurred at the amount and rates specified in this Agreement and in the applicable Work Order(s).

3. AGENCY SHALL:

3.1 Initiate requests for Work Orders in accordance with the attached Exhibit A, which will provide specifics for individual projects and will incorporate the terms and conditions of this Agreement;

3.2 Provide Inmates with the necessary training to ensure Project completion in accordance with the requirements of the Work Order(s). Qualified Agency personnel shall provide each Inmate with the information and experience to develop the skills required to carry out assigned tasks in a safe, efficient and progressively improved manner. Project training necessary for proper performance of assigned tasks includes, but is not limited to, technical training, written reference materials and manuals, and specific training regarding the precautions and safety practices associated with proper operation, handling and use of tools, equipment and machinery.

3.3 Provide training materials to the Work Program Coordinator for prior approval. Agency agrees to keep individual training attendance records and to provide such records to the Work Program Coordinator upon request. Agency personnel shall not approve any Inmate to operate power equipment, unless the Inmate has received proper training in equipment operation and safety procedures, and unless appropriate authorization has been given by the Institution Safety Officer;

3.4 Assure that properly trained and qualified Agency personnel are available at the work site(s) at appropriate times to provide technical direction and supervision concerning the work specified in the Work Order. Agency agrees to provide qualified personnel to assign work tasks, direct work activities, provide technical supervision and support, and monitor and assess work progress.

3.5 Provide DOC the essential tools and equipment necessary to accomplish the Project(s), including the appropriate special purpose clothing and required materials and supplies adequate for project completion, except as specified in the Work Order. All tools, equipment and unused materials provided by Agency shall remain the Agency's property; and

3.6 Reimburse the DOC in accordance with each Work Order, based on the costs and expenses incurred, in an amount not to exceed the estimated maximum amount specified in this Agreement.

4. PROJECT DESCRIPTION; SCHEDULING OF INMATES FOR WORK PROJECT; LIMITATION ON SERVICES AND INMATE WORKER AVAILABILITY

4.1 Work Order; Project; Project Description. Agency and DOC agree to develop a Work Order for each Project under this Agreement. The Work Order shall include a comprehensive Project Description, the Project's estimated duration, interim progress deadlines, if any, the Project location, the number of Inmate workers required, estimated work schedule required to complete the Project, compensation and payment, and any other requirements, terms or conditions pertaining to the Project, including special safety or security provisions. No work shall be performed until the Work Order has been signed by both parties thereto.

4.2 Scheduling of Inmates for a Project. The number of Inmates to be assigned to a particular Project shall be identified in the Work Order and shall be based upon the number of Inmates requested by the Agency

and the availability of Inmates, Custodial Personnel and transportation as determined by DOC. DOC intends to make each Work Crew available to work 40 hours a week, inclusive of travel time to and from the Project site, if so required by the Agency, except as specified in the Work Order.

4.3 Limitation on Services; Inmate Worker Availability. Agency acknowledges and agrees that services under this Agreement will be provided by a workforce that is subject to change due to security and correctional limitations and that occasions may arise that will prevent DOC from providing such services. Although DOC will make every reasonable effort to provide the anticipated number of workers, DOC cannot guarantee their availability. In circumstances involving fire, riot, lockdown, workplace safety (as outlined under Section 8) or other emergency circumstances, or when it is otherwise in the best interest of DOC or the public to do so, DOC may, at its sole and absolute discretion and without further liability to Agency, reassign or suspend all or part of a Work Crew assigned to provide services under the Work Order for such period of time as DOC deems necessary. DOC will make every reasonable effort to give Agency advance notice whenever such reassignment or suspension of services becomes necessary.

5. COMPENSATION; PAYMENT.

5.1 Maximum Not-to-Exceed Amount. The total not-to-exceed cumulative value of all Work Orders entered into under this Agreement is \$10,000. If Agency elects to use "Maximum Not-to-Exceed Amount" Agency shall keep track of amounts expended for any Work Order(s) under this Agreement. Agency shall furnish to DOC quarterly reports stating the cumulative total amount spent to date on each Work Order, identified by Project name and Work Order number, and the cumulative total amount spent to date on all Work Orders entered into under the Agreement. Agency shall forward a copy of the quarterly reports to the DOC Authorized Representative, and shall promptly notify the DOC Authorized Representative when Agency has expended between 60 and 70% of the total maximum amount(s).

5.2 General. DOC shall provide Work Crew labor for the amount and at the rates specified in the Work Order.

5.3 Reimbursable Expenses. In addition to the payment of any amounts for labor required under Section 5.2 above, Agency shall reimburse DOC such incurred Reimbursable Expenses as the parties have identified in the Work Order.

5.4 Invoices; Payment. Except as otherwise agreed in the Work Order, DOC shall submit a monthly invoice to Agency for services performed during the preceding calendar month, under the terms and conditions of this Agreement, identifying (i) the Project, (ii) the Work Order number, (iii) the amount due for labor performed and (iv) Reimbursable Expenses incurred by DOC during the billing period.

5.5 Payment is expected within 30 days following the date the invoice is received. After 45 days, overdue account charges may be assessed up to a maximum rate of two-thirds of one percent per month (8%) on the outstanding balance (ORS 293.462).

6. RESPONSIBILITY FOR INMATES AND PERFORMANCE REVIEW

6.1 Responsibility for Inmates. A DOC representative will act as the Work Crew Custodial Supervisor and be responsible for maintaining custodial supervision of Inmates assigned to a Project. To ensure public safety and the safe operation of the Work Crew, DOC reserves the right to conduct, and Agency hereby consents to, periodic physical searches of the Project site. These physical searches may include but may not be limited to searches of such things as Agency vehicles, equipment, tools and storage areas.

6.2 Inmate Compliance with Agency Rules. Inmates will be required to abide by Agency's rules and regulations which have been made known to them. Any Agency officer, employee, or agent who observes Inmate misconduct or activity which might give rise to misconduct shall immediately notify the Custodial Supervisor or other DOC Personnel. The Custodial Supervisor shall resolve questions that arise regarding an Inmate's compliance with Agency's rules or regulations. In the event of a conflict between DOC's rules and regulations and Agency's rules and regulations, DOC's rules and regulations shall prevail.

6.3 Review of Projects. The Work Program Coordinator, the Agency Project Manager or Technical Supervisor and the Work Crew Custodial Supervisor will confer on a periodic basis to assess Project progress, Project site safety and security and overall performance satisfaction. The Work Program Coordinator or other DOC representative may periodically visit the Project site to evaluate work activities and work progress, including scope of work, use of equipment, machinery and tools, training requirements, safety issues, work hazards and any other work site and working conditions. See Exhibit C, Inmate Work Crew Work Site Inspection Form.

7. Prison Rape Elimination Act (PREA)/Custodial Sexual Misconduct.

7.1 Prison Rape Elimination Act. PREA is a federal law that was enacted and signed into law in 2003 for the purpose of establishing a zero-tolerance standard for the incidents of rapes and sexual misconduct in prison and local jail/detention facilities. The PREA requires that prevention of prison rapes and sexual misconduct will be a top priority in prison, police lock ups, local jails and juvenile detention facilities. It further requires the development and implementation of national standards for the detection, prevention, reduction and punishment of prison rape and sexual misconduct.

7.2 Crime of Custodial Sexual Misconduct. SB 89 was enacted into law in 2005 and makes custodial sexual misconduct in the first degree a felony crime. For purposes relevant to this Agreement, this law (codified at ORS 163.452) provides that an Agency employee or contractor commits the crime of custodial sexual misconduct if the person commits an act that constitutes sexual misconduct with an individual who is known to be participating as an inmate or offender in a DOC work crew and whom the employee or contractor is responsible to supervise. The Agency and its employees are required to report any witnessed violations of this law.

8. HEALTH AND WORK SITE SAFETY.

8.1 Agency's Compliance. Agency shall conduct its activities under this Agreement in compliance with all federal, state and local laws, ordinances, and standards for work and Project site health and safety. Minimally, a Project site shall meet the standards established by the Oregon Occupational Safety and Health Act (OSHA). The appropriate Institution Safety Officer or other representative shall visit each Project site prior to DOC approval of any Work Order, and at other times as appropriate, to evaluate the Project site and/or Work Crew activities for compliance with health and safety standards. See Exhibit B, Job Hazard Analysis and Certification.

8.2 DOC's Right to Stop Providing Inmate Workers and Services. DOC reserves the right, at its sole and absolute discretion, and without prior notice, to stop providing services and withdraw a Work Crew from a Project site whenever DOC determines that the Project site may be unsafe or that other working conditions may be unsafe or may violate applicable work site safety or security standards set forth by OSHA, DOC, or the Institution. In this event, DOC's Authorized Representative shall provide Agency with a written notice that describes the reason for work stoppage. Agency shall provide DOC a prompt written response detailing the steps Agency intends to take to address DOC concerns and to remedy any potentially unsafe condition. DOC shall review Agency's written response and, at its sole discretion and without further liability to Agency, may reassign or suspend all or some of the Inmate workers assigned under the Work Order for such period of time

as DOC deems necessary, and may either resume work under the Work Order upon correction of any unsafe condition(s) or terminate the Work Order.

8.3 Responsibility for Costs Related to Inmate Injury or illness. The Oregon Legislative Assembly established an Inmate injury fund ("Fund"), administered by the Oregon Department of Administrative Services, Risk Management Division, pursuant to ORS 655.505 through 655.550, for the purpose of providing compensation to Inmates who sustain work related illness, injury, disability or death during the performance of paid work assignments. Subject to the Fund's requirements and Section 8.4, and subject to the normal conditions and limits established by its policy on medical care for Inmates, DOC shall be responsible for the cost of medical care and treatment for participating Inmates.

8.4 Agency Liability. To the extent permitted by the Oregon Tort Claims Act, Agency shall reimburse DOC for the cost of medical care and treatment, and any other compensation DOC is required to pay, for Inmates who sustain work related injuries, disabilities, illnesses or death that arise from Agency's negligent, illegal or intentional activities, or activities prohibited by this Agreement. Subject to the provisions regarding indemnification in Section 9 herein.

9. INDEMNIFICATION; INSURANCE.

To the extent permitted by Article XI, Sections 8 and 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each party to this Agreement shall defend, save, hold harmless and indemnify each other party and such other parties' officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the indemnifying party or its officers, employees, subcontractors or agents under this contract, provided that no party to this Agreement shall be required to indemnify any other party for any liability arising out of the wrongful acts of the employees or agents of the other party.

Each party shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System. If Agency employs subject workers as defined in ORS 656.027, Agency shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Agency shall require and ensure that each of its subcontractors complies with these requirements.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to DOC that it has full power and authority to enter into Work Orders of the type contemplated herein, and that all action on the part of Agency necessary for the authorization, execution, delivery and performance of this Agreement has been duly taken.

11. COMPLIANCE WITH APPLICABLE LAW

Agency shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement.

12. FORCE MAJEURE.

Neither party shall be held responsible to the other for any delay or default caused by fire, riot, lock down, civil commotion, war, act of God, or any other like condition or event which is beyond its reasonable control. Further, DOC shall not be liable to Agency for delays caused by DOC's exercise of its custodial duties, including discipline, security, and adherence to Institution policies and procedures regarding Inmate conduct.

13. TERMINATION.

Either party to a Work Order entered into under this Agreement may terminate it immediately (i) for breach of any material provision by the other party; (ii) in the event the party determines, in the exercise of its reasonable discretion, that the Oregon State Legislature has failed to approve funding, appropriations, limitations, allotment or other expenditure authority at levels sufficient to perform its obligations under the Work Order; or (iii) under the circumstances set forth in Section 8.2 of this Agreement. The terminating party shall provide written notice to the other party as soon as possible, but any such termination shall not affect obligations that accrued prior to the date of such notice and for which funding is lawfully available. In addition to the above, the Work Order may be terminated upon mutual agreement of the parties in writing or by either party, with or without cause, upon thirty (30) days' prior written notice to the other party. Neither party shall incur any new obligations for the terminated portion of the Agreement after the effective date, and shall cancel as many obligations as is possible.

14. ADMINISTRATION; NOTICES.

14.1 Authorized Representative. Unless otherwise specified in the Agreement, DOC designates the Purchasing/Contracts Manager, or designee, as its Authorized Representative in the administration of the Agreement and Work Orders entered into thereunder. Agency designates Bill Lawyer or his authorized representative as its Authorized Representative.

14.2 Notices. Except as otherwise provided in this Agreement, any communications between the parties or notices to be given under this Agreement shall be given in writing by personal delivery, facsimile transmission, or by mailing the same, postage prepaid, to the party's Representative as follows:

(DOC) Department of Corrections
3601 State Street, Suite 280
Salem, OR 97301
Ph: (503) 378-5931
Fax: (503) 371-3161

and

(Agency) City of Keizer
Attention: City Recorder
930 Chemawa Road
PO Box 21000
Keizer, OR 97307-1000
Ph: (503) 390-3700
Fax: (503) 393-9437

or to such other address or fax number as either party may hereafter indicate in accordance with the procedures set out in this Section 14.2.

Any communication or notice properly addressed and mailed shall be deemed received five (5) calendar days after mailing. Any communication or notice delivered via fax shall be deemed received upon confirmation by the transmitting machine of successful transmittal. Personal delivery shall be effective upon delivery into the possession of the party's authorized representative, or delivery into the possession of any employee at the party's address authorized to accept deliveries on behalf of the party.

15. WAIVER; AMENDMENT.

The parties may agree to amend this Agreement and any Work Order pursuant to the Agreement to the extent permitted by applicable statutes and administrative rules. No amendment shall be effective unless it is in writing and signed by the parties and unless all approvals required by applicable law have been obtained before becoming effective. No delay or omission to exercise any right, power or remedy accruing to either party to a Work Order upon any breach or default by the other shall impair any such right, power or remedy. Any waiver of breach or default must be in writing and shall be effective only to the extent specifically set forth in the writing. All remedies shall be cumulative and not alternative. No provision of a Work Order may be amended, waived, discharged or terminated orally.

16. INDEPENDENT CONTRACTOR.

DOC and Agency are, as to each other, independent contractors. This Agreement is not intended to, and shall not be construed to, create a partnership, joint venture or master-servant relationship between DOC and Agency, nor does the Agreement give either party the power to act as a partner, joint venturer or agent on behalf of the other. Nothing in this Agreement shall be construed to create a master-servant, principal-agent, or employer-employee relationship between Agency and Inmate workers or DOC and Inmate workers.

17. NO THIRD PARTY BENEFICIARIES.

Nothing contained in any Work Order entered into under this Agreement is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Work Order.

18. INTEGRATION.

Each Work Order, together with its exhibits, if any, and matter incorporated by reference, contains the entire agreement between the parties on the subject matter thereof, and no statements made by any party thereto, or agent thereof, not contained therein shall be valid or binding.

19. SUCCESSORS AND ASSIGNS.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, except that Agency shall not have the right to assign or transfer any of its rights or interest herein, and any such attempted assignment or transfer shall be null and void.

20. GOVERNING LAW; VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, suit, proceeding or action between the State of Oregon, DOC or any other agency or department of the State of Oregon, and Agency, for any cause whatsoever arising out of this Agreement, and regardless whether the relief sought is legal or equitable, shall be brought only in the Circuit Court for Marion County in Salem, Oregon; provided, however, that if the claim must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

21. IMPLEMENTATION AND DURATION.

This Agreement shall become effective as of the date of last signature and shall remain in effect through October 31, 2016, unless extended or earlier terminated in accordance with its terms. The parties, by written amendment, may extend the performance period.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date hereinabove written.

**STATE OF OREGON, acting by and through
the DEPARTMENT OF CORRECTIONS**

By: _____

Michael Gower
Assistant Director for Operations

Date: _____

10/30/14

City of Keizer

By: _____

Name: Bill Lawyer

Title: Public Works Director

Date: _____

10/23/14

Approved as to form:

Keizer City Attorney

EXHIBIT A

DOC Inmate Work Program Work Order

Oregon Department of Corrections
Institution Name
and
Customer Name

This **Work Order** hereby incorporates by this reference all of the terms and conditions contained in the Inmate Work Program Agreement ("**Master Agreement**") between the **Department of Corrections ("DOC")** and _____ ("******"). The effective date of the **Master Agreement** is _____. The following work is authorized under the terms of the **Master Agreement** and as further specified herein:

*[Instruction: Perform a "Search" for ** and replace everywhere with the name or acronym for the other agency, public entity or private company.]*

1. **Master Agreement Number:** (Assigned by the DOC contracts office)
2. **Work Order Number:** (Assigned by the Work Program Coordinator)
3. **Project Title:**
4. **Mailing Address:**
5. **Project Staffing:**
(#) ____ crew, consisting of ____ Inmates and (#) ____ DOC Assigned Custodial Supervisor is required.
6. **Anticipated Hours of Work:**
Days/Week: SUN MON TUE WED THU FRI SAT *(Indicate the day(s) in bold or underline)*
Time of Day: Start: _____ End: _____
7. **Anticipated Duration of Project:**
The project is anticipated to **start:** *(date)* _____, but not prior to the date of last signature approval of all of the parties to this Work Order.
The project is expected to be **completed no later than:** *(date)* _____, unless extended by written amendment to this Work Order.

*(Note: It is **mandatory** that this Work Order be approved by an authorized signatory of each party prior to the start of work.)*

8. **Detailed Project Description:**

*(Insert here or attach as a separate document the following information at a minimum)**

Location of project:

(Be specific; include distance in estimated miles from DOC Institution providing Inmates. Attach map if necessary.)

Duties and tasks to be performed:

(Provide a description of the work to be performed by clearly answering the "Who, What, When and Where" questions. Include a list of the significant tasks, the schedule for delivery, if any, or a chronological list of deliverables.)

9. **Special Conditions:**

** shall be responsible to provide the following special clothing, tools, equipment and supplies, and the following special transportation, supervision and safety requirements:

*(List any special clothing, tools, equipment, or supplies to be provided by **. Describe any special transportation, supervision or safety requirements or unusual work site conditions. Indicate if ** or someone else will meet these requirements. Indicate Not Applicable ("NA") if no special items, conditions or requirements are anticipated):*

10. **Inmate Training Topics and Schedule:**

** will provide the following project training and skills development to DOC Inmates for completion of assigned tasks and safe use and handling of tools/equipment:

*(Describe any project training and skills development that ** will provide. Indicate if someone other than a representative of ** will provide the training. Identify how the training will be delivered and include a list of the training topics and brief description of the training content. Indicate Not Applicable ("N/A") if no training is required or anticipated.)*

11. **Technical Oversight:**

** will provide technical supervision and oversight necessary for proper work performance. This will include, but is not limited to, information, direction, on-site technical supervision and review regarding work habits, safety awareness, tool use and other technical proficiency items.

(List any technical assistance requirements specific to the Project, including issues involving safety practices and handling and use of tools, equipment and machinery).

12. **Hazard Analysis:**

The DOC's Safety Officer or designee will conduct a work site Job Hazard Analysis and a Site Inspection prior to DOC approval of the Work Order. A copy of the Job Hazard Analysis

Report (Exhibit B) and Site Inspection (Exhibit C) will be provided to ** upon completion of the assessment/inspection. If DOC's representative believes the work site or any of the working conditions pose an increased risk to worker health or safety, the DOC concerns shall be resolved by the parties prior to the commencement of work. The Hazard Assessment Report and any addenda or other reports regarding the work site and working conditions shall be incorporated in and made a part of the Work Order.

(Attach a copy of the Hazard Assessment Report to the Work Order. Include a description of any changed work site or working conditions in the Project Description and in any Addenda or other update to the Hazard Assessment Report.)

13. **Special Security Considerations:** Are any of the following elements in the immediate project work area? *(Check the appropriate "yes" or "no" in the area below)*

Alcohol	☐ Yes	☐ No
Medical or Pharmaceutical Supplies	☐ Yes	☐ No
Firearms, Explosives or other Weapons	☐ Yes	☐ No
Children	☐ Yes	☐ No

If any of the above items are marked "yes," provide further explanation below:

Describe below any additional security issues related to this project which require special action or attention:

14. **Representatives:**

Department of Corrections (DOC):

DOC Work Program Coordinator:

Business Phone Number:

Emergency Phone Number:

Email Address:

DOC Work Crew Custodial Personnel:

Business Phone Number:

Emergency Phone Number:

Email Address:

DOC Safety Officer:

Business Phone Number:

Emergency Phone Number:

Email Address:

_____ (**):

**** Project Manager:**

Business Phone Number:

Emergency Phone Number:

Email Address:

**** Technical Supervisor (Work Site):**

Business Phone Number:

Emergency Phone Number:

Email Address:

**** Training/Safety Officer/Designee** *(coordinates with DOC Safety Officer)*

Business Phone Number:

Emergency Phone Number:

Email Address:

15. General Compensation:

Subject to the terms set forth in this Work Order, ** agrees to pay DOC monthly the negotiated rate for Inmate labor, including any travel or other expense reimbursement noted in Article 16 below, as follows:

(Identify the set fee to be charged per Inmate or per Work Crew, the period of time, and the total estimated amount or maximum not-to-exceed amount of the Work Order Contract. If the set fee is based upon Work Crew labor, specify the number of Inmates in the Work Crew.)

16. Reimbursable Expenses:

In addition to the general compensation identified above, ** shall reimburse DOC for the following Reimbursable Expenses. DOC shall itemize the Reimbursable Expenses and invoice ** as specified below. ** and DOC agree the following costs and expenses incurred by DOC shall be Reimbursable Expenses:

(List items for which DOC requires reimbursement of its cost in addition to the compensation identified above. These items may include such things as mileage, overtime salary costs, and costs for use of DOC tools or other special equipment which DOC has agreed to provide. If there are no reimbursable expenses in addition to the compensation identified above, then indicate "None.")

17. Payment Schedule and Billing Information:

Billing Information: DOC shall submit a monthly invoice to ** for the labor performed during the preceding calendar month, including all Reimbursable Expenses. The invoice shall identify the Project, the Work Order Contract Number, the dates of labor performed, and the amount due for labor and any Reimbursable Expenses incurred during the billing period.

Terms of Payment: Payment is expected within 30 days following the date the invoice is received. ** agrees to make prompt payment to DOC. After 45 days, overdue account charges may be assessed up to a maximum rate of two-thirds of one percent per month (8%) on the outstanding balance (ORS 293.462). Interest shall be computed on the basis of a 365-day year and actual days elapsed. In no event shall the amount of interest exceed the maximum allowable under law.

Invoices shall be mailed to:

**

DOC Remit to Address:

Oregon Department of Corrections
Attn: Fiscal Services/Accounting Section
2575 Center Street NE
Salem, Oregon 97301-4667

The following statement applies to Governmental entities when a party to this Agreement: By signature below, I/we on behalf of the government entity identified herein, hereby certify that, to the best of my/our knowledge, use of inmate labor under this agreement will result in a reduction in the cost of government.

Signature Approvals:

For **

By: _____

Date Signed: _____

For the Department of Corrections:

By: _____
Jan Lemke, Purchasing/Contracts Manager

Date Signed: _____

For the Department of Corrections:

By: _____
type name here, Superintendent

Date Signed: _____

DEPARTMENT OF CORRECTIONS JOB HAZARD ANALYSIS

Analysis Conducted by:						Date:		
Project Location:						Department:		
Project or Task:						Host Agency:		
Equipment and Tool list:								
Job Description:								
LIST THE SPECIFIC HAZARD NOTED IN THE BOXES BELOW:								
	HEAD	EYES/FACE	SKIN	HAND	FOOT	HEARING	OTHER	PPE minimum requirement) or Process/ Engineering control
FALL/TRIP/SLIP	☐	☐	☐	☐	☐	☐	☐	
Description								
ENTRAPMENT	☒	☐	☐	☐	☐	☐	☐	
Description								
NOISE	☐	☐	☐	☐	☐	☐	☐	
Description								
DUST/VAPOR/FUMES	☐	☐	☐	☐	☐	☐	☐	
Description								
ABSORPTION	☐	☐	☐	☐	☐	☐	☐	
Description								
ELECTRICAL	☐	☐	☐	☐	☐	☐	☐	
Description								
CHEMICAL	☐	☐	☐	☐	☐	☐	☐	
Description								
WORKING SURFACE	☐	☐	☐	☐	☐	☐	☐	
Description								
	☐	☐	☐	☐	☐	☐	☐	
Description								
	☐	☐	☐	☐	☐	☐	☐	
Description								
	☐	☐	☐	☐	☐	☐	☐	
Description								
	☐	☐	☐	☐	☐	☐	☐	
Description								
	☐	☐	☐	☐	☐	☐	☐	
Description								

Chemical and PRODUCTS				
CHEMICALS/PRODUCTS BEING USED YES ☐ NO ☐ IF YES LIST	PPE		MSDS	
	Y	N	Y	N
1.	☐	☐	☐	☐
2.	☐	☐	☐	☐
3.	☐	☐	☐	☐
4.	☐	☐	☐	☐
5.	☐	☐	☐	☐

NOTES:

Signature: _____ **Date:** _____



Exhibit C
OREGON DEPARTMENT OF CORRECTIONS
COLUMBIA RIVER CORRECTIONAL INSTITUTION
WORK SITE INSPECTION



CREW SUPERVISOR: _____

DATE: _____

LOCATION: _____

PROJECT: _____

INMATE WORK CREW SIGN DISPLAYED:	Y ☐	N ☐	SUPERVISOR HAS PROJECT DESCRIPTION:	Y ☐	N ☐
INMATES WEARING VESTS:	Y ☐	N ☐	SUPERVISOR HAS TRAINING ROSTER:	Y ☐	N ☐
INMATES WEARING HARD HATS:	Y ☐	N ☐	SUPERVISOR HAS CURRENT JHA:	Y ☐	N ☐
INMATES WEARING SAFETY GLASSES:	Y ☐	N ☐	SUPERVISOR ENFORCING SAFETY RULES:	Y ☐	N ☐
STAFF/INMATES WEARING PPE per JHA:	Y ☐	N ☐	PPE IN GOOD CONDITION:	Y ☐	N ☐
FOOD AND DRINK ADEQUATE:	Y ☐	N ☐	WORK IS CONSISTENT WITH PD/JHA:	Y ☐	N ☐
RESTROOMS PROVIDED:	Y ☐	N ☐	WORK PERFORMANCE ADEQUATE:	Y ☐	N ☐
RESTROOMS ADEQUATE:	Y ☐	N ☐	VEHICLE INSPECTION COMPLETED:	Y ☐	N ☐
HANDWASHING FACILITY	Y ☐	N ☐	AGENCY CONTACT PRESENT:	Y ☐	N ☐
NAME OF AGENCY CONTACT: _____					

EQUIPMENT/TOOLS BEING USED

POWER TOOLS			EQUIPMENT			HAND TOOLS		
PROPER USE/ GOOD CONDITION	Y	N	PROPER USE/ GOOD CONDITION	Y	N	PROPER USE/ GOOD CONDITION	Y	N
☐ 1 CIRCULAR SAW	☐	☐	☐ 1 LAWN MOWER (RIDE)	☐	☐	☐ 1 WRENCHES	☐	☐
☐ 2 DISC GRINDER	☐	☐	☐ 2 BACKHOE	☐	☐	☐ 2 HAMMERS	☐	☐
☐ 3 DRILL	☐	☐	☐ 3 TRACTOR	☐	☐	☐ 3 PLIERS	☐	☐
☐ 4 CHAIN SAW	☐	☐	☐ 4 LAWN MOWER (PUSH)	☐	☐	☐ 4 SHOVEL	☐	☐
☐ 5 WEED TRIMMER	☐	☐	☐ 5 LEAF BLOWER	☐	☐	☐ 5 RAKE	☐	☐
☐ 6 WELDER	☐	☐	☐ 6 FRONT END LOADER	☐	☐	☐ 6 HOE	☐	☐
☐ 7 EXTENTION CORDS	☐	☐	☐ 7 GRADER/BLADE	☐	☐	☐ 7 PICK	☐	☐
☐ 8	☐	☐	☐ 8 TRUCK	☐	☐	☐ 8 AX	☐	☐
☐ 9	☐	☐	☐ 9 ATV	☐	☐	☐ 9 HAND SAW	☐	☐
☐ 10	☐	☐	☐ 10	☐	☐	☐ 10 TORCH	☐	☐
☐ 11	☐	☐	☐ 11	☐	☐	☐ 11 LADDER	☐	☐
☐ 12	☐	☐	☐ 12	☐	☐	☐ 12	☐	☐
☐ 13	☐	☐	☐ 13	☐	☐	☐ 13	☐	☐

HAZARDOUS AREAS/MATERIALS

ARE STAFF OR INMATES WORKING IN A HAZARDOUS AREA OR WITH A
 HAZARDOUS MATERIAL? YES ☐ NO ☐

IF YES,
WHAT?

AREA/MATERIAL	PPE		MSDS	
	Y	N	Y	N
1.	☐	☐	☐	☐
2.	☐	☐	☐	☐
3.	☐	☐	☐	☐
4.	☐	☐	☐	☐

INSPECTOR'S NAME: _____

SIGNATURE: _____

Exhibit C

NOTES:

[illegible]

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2016-____

4
5
6 AUTHORIZING PUBLIC WORKS DIRECTOR TO SIGN
7 AMENDMENT #1 TO DEPARTMENT OF CORRECTIONS INMATE
8 WORK PROGRAM AGREEMENT
9

10
11 WHEREAS, ORS Chapter 190 provides for intergovernmental agreements;

12 WHEREAS, the Department of Corrections desire to place selected minimum
13 security inmates in appropriate work situations to perform labor with a public benefit
14 while providing opportunities for participating inmates to learn work skills and develop
15 appropriate work habits;

16 WHEREAS, the City from time-to-time has projects that are appropriate for the
17 Department of Corrections' program;

18 WHEREAS, the Public Works Director entered into the Department of
19 Corrections Inmate Work Program Agreement ("Agreement") on October 23, 2014;

20 WHEREAS, such Agreement terminates on October 31, 2016 unless extended;

21 WHEREAS, the City desires to extend the term to October 31, 2021;

22 WHEREAS, the City Council of the City of Keizer has considered this matter and
23 wishes to move forward with an extension;

24 NOW, THEREFORE,
25

1 BE IT RESOLVED by the City Council of the City of Keizer that the Public
2 Works Director is authorized to sign Amendment #1 to the Agreement attached as
3 Exhibit "A" and by this reference incorporated herein.

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

6 PASSED this _____ day of _____, 2016.

7

8 SIGNED this _____ day of _____, 2016.

9

10

11

12

13

14

15

Mayor

City Recorder

**AMENDMENT #1
STATE OF OREGON
OREGON DEPARTMENT OF CORRECTIONS
hereinafter referred to as "ODOC"**

AND

**CITY OF KEIZER,
hereinafter referred to as "CITY"**

AMENDMENT TO MASTER AGREEMENT #632

This amendment is entered into between the ODOC and CITY, in order to revise Master Agreement #632 in the following respects:

- ***Section #21 "Implementation and Duration":***

- **CHANGE:** "October 31, 2016"
- **TO READ:** "October 31, 2021"

All other provisions of Master Agreement #632 shall remain in full force and effect. Nothing in this Amendment is intended to, nor shall it in any way be construed to, modify or amend any term or condition of Master Agreement #632, other than the above noted revisions.

IN WITNESS WHEREOF, the parties have, by signature of their duly authorized representatives, executed this Agreement, which shall be effective as of the date last signed below.

By _____
City of Keizer

Date: _____

By _____
Oregon Department of Corrections
Assistant Director Michael Gower

Date: _____

CITY COUNCIL MEETING: September 6, 2016

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: EMERGENCY WATER SUPPLY AGREEMENT

DATE: August 26, 2016

BACKGROUND:

The City of Keizer and the City of Salem entered into an Emergency Water Agreement in March of 2012. That agreement included a list of capital projects and dates of completion for them. Since 2012 the projects by both Cities have been completed with the exception of the additional booster pump station to be built by the City of Salem at our Wiessner Pump Station site. The completed projects provided an additional connection to the City of Salem system to be used to provide water to the City of Keizer in the case of an emergency.

The city of Salem has determined their need for the additional booster pump station at our Wiessner site is not needed for emergency water supply from the City of Keizer in the near future, and thus the need to enter into a new agreement was identified.

The staffs from both cities believe this new Emergency Water Agreement between the City of Keizer and the City of Salem will serve both cities well into the future and revisions to this agreement are not anticipated. Staff from both cities have worked together to develop this agreement and believe it is in the best interest of both cities to have this agreement in place.

FISCAL IMPACT:

There is no direct fiscal impact from the adoption of this agreement.

RECOMMENDATION:

Staff recommends Council adopt the attached resolution authorizing the City Manager to enter in the Intergovernmental Agreement for Emergency Water Supply with the City of Salem.

Please contact me with any questions or concerns.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2016-_____

4
5 AUTHORIZING THE CITY MANAGER TO SIGN THE
6 INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY
7 WATER SUPPLY
8

9 WHEREAS, the City of Keizer and the City of Salem entered into an Emergency
10 Water Agreement dated February 6, 1987;

11 WHEREAS, such agreement was amended by a letter agreement dated October
12 17, 2001, an Amendment to Emergency Water Agreement dated on or about December
13 2001, and an Amendment to Emergency Water Agreement dated on or about August 31,
14 2007;

15 WHEREAS, the Agreement dated February 6, 1987 and all amendments thereto
16 were terminated and a new agreement was entered into dated March 22, 2012;

17 WHEREAS, the City of Salem and the City of Keizer have determined that it is in
18 the best interests to terminate the Emergency Water Agreement dated March 22, 2012
19 and enter into a new Intergovernmental Agreement for Emergency Water Supply;

20 WHEREAS, Salem's primary water source is located on the North Santiam River
21 at Geren Island;

22 WHEREAS, Keizer's primary water source is from underground wells located in
23 the Keizer area;

1 WHEREAS, both cities have ample water supplies to serve their respective
2 communities;

3 WHEREAS, both cities desire to further develop their backup water supply
4 capabilities through a water supply interconnect between both water systems to handle
5 severe emergency conditions;

6 WHEREAS, in order to develop a backup water supply, certain construction
7 activities need to be conducted;

8 WHEREAS, the new Intergovernmental Agreement for Emergency Water Supply
9 includes provisions for the remaining construction activities;

10 NOW, THEREFORE,

11 BE IT RESOLVED by the City Council of the City of Keizer that the City
12 Manager is hereby authorized to sign the Intergovernmental Agreement for Emergency
13 Water Supply, a copy of which as attached hereto and by this reference incorporated
14 herein.

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

17 PASSED this _____ day of _____, 2016.

18

19 SIGNED this _____ day of _____, 2016.

20

21

22

Mayor

23

24

City Recorder

INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY WATER SUPPLY

AGREEMENT between **CITY OF SALEM** (Salem), an Oregon municipal corporation, and **CITY OF KEIZER** (Keizer), an Oregon municipal corporation.

Recitals:

- (1) The parties hereto previously entered into an Intergovernmental Agreement for Emergency Water Supply dated March 22, 2012 ("2012 Agreement").
- (2) The parties hereto intend to terminate the 2012 Agreement, and replace it with this Agreement.
- (3) Salem's primary water source is located on the North Santiam River at Geren Island.
- (4) Keizer's primary water source is from underground wells located in the Keizer area.
- (5) Both Cities have ample water supplies to serve their respective communities.
- (6) Both Cities desire to further develop their backup water supply capabilities through a water supply interconnect between both water systems to handle severe emergency conditions.
- (7) In order to develop a backup water supply, certain construction activities will need to be conducted.

NOW, THEREFORE, in consideration of the following mutual promises and obligations, Salem and Keizer agree as follows:

Agreement:

Section 1. Emergency Supply. Each City will provide to the other surplus water during periods of emergency as provided under this Agreement. Each City shall determine in its sole discretion if it has surplus water at the time the request is made. A period of emergency includes, but is not limited to, drought, system repair, or temporary loss of supply because of power loss, contamination, or other system breakdown. The vicinity of the two pump stations for the interconnections is shown on Exhibit "A."

Section 2. Sale Price. Water sold to either party will be at Keizer's commercial commodity rate less ten percent, or the commodity rate Salem charges Suburban East Salem Water District, whichever is less.

Section 3. Operation and Maintenance of the Cherry Avenue Pump Station. Pursuant to the terms of the 2012 Agreement, Salem constructed a booster pump station structure at Keizer's Cherry Avenue Pump Station as shown on Exhibit "B". The structure, and its contents, are owned and maintained by Salem; however Salem shall seek Keizer's concurrence on any architectural changes and all landscaping features, and Keizer's concurrence shall not unreasonably be withheld.

Section 4. Construction of Improvements at the Wiessner Pump Station.

4.1 On or before December 30, 2037, Salem shall construct, and be responsible for all construction management for up to 3,500 gallons per minute maximum capacity booster pump station structure at the Wiessner pump station site in a location consistent with that described in Exhibit "C," for the purpose of housing the necessary disinfection chemicals. The structure shall meet all applicable zoning and building codes. The control logic for the pump operation shall be the same as at the Cherry Avenue Booster Pump Station site. Once constructed, the booster pump station structure and the associated equipment will be the property of Salem. Salem shall seek Keizer's concurrence on all architectural features of the building and landscaping and Keizer's concurrence shall not unreasonably be withheld.

4.2 Keizer shall develop and provide the necessary easements on the Wiessner Pump Station site for Salem to gain access and place the booster pump station facility, piping, power supply, and other pertinent facilities consistent with the alignment shown in Exhibit "C" when given notice by Salem that the project has been scheduled for design and construction. Such easements shall be in addition to the Pipeline Easement provided to Salem by Keizer on September 24, 2015, as shown in Exhibit "D".

Section 5. Ownership and Maintenance. The termination point of operation and ownership is the down-stream side of the respective water meters (see Exhibit "B" and "C"). Each City will maintain their own facilities at the booster pump station sites, including underground power and communication lines.

Section 6. Back Flow Prevention. An active back flow prevention program shall be established in each system and shall be continued for the life of the Agreement in accordance with state law.

Section 7. Water Meter. Each City shall install a water meter to measure flows at the inter-tie locations identified in Exhibit "B" and "C." Each City will be responsible for the cost of installation, maintenance, operation, and annual testing of that City's water meter.

Section 8. Notification. When water is needed due to an emergency, the City needing water will first notify the other City to ensure that adequate surplus water is available. Once adequate surplus water is identified, both Cities shall take all steps necessary to deliver the emergency water supply. If emergency water becomes unavailable, each City shall notify the other as soon as feasible.

Section 9. Water Quality Analysis. Upon request, the results of chemical analysis and bacteria counts will be supplied by the City selling emergency surplus water to the City purchasing the water.

Section 10. Merger. This agreement sets forth the entire understanding of the parties with respect to its subject matter, supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter, and may not be altered, modified, supplemented, or amended in any manner whatsoever, except by mutual agreement of the parties in writing. Any such modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties. The failure of either City to enforce any provision of this Agreement shall not constitute a waiver by that City of that or any other provision.

Section 11. Severability. If any provision of this agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this agreement shall not be in any way impaired.

Section 12. Compliance with Applicable Law. The parties shall comply with all federal, state, and local laws, ordinances, and regulations applicable to this agreement, including, but not limited to state public contracting laws and applicable federal and state civil rights laws. Further the parties will comply with all applicable land use regulations and building codes when constructing or maintaining facilities identified under this agreement.

Section 13. Term and Termination. The effective date, and term of this Agreement, shall start on the date of the last signature hereon, and end on December 30, 2037. Salem or Keizer may terminate this Agreement by written mutual consent of the parties or upon either party providing upon not less than one hundred eighty (180) days written notice to the other party and specifying the termination date.

Section 14. Mutual Indemnification. To the extent permitted by the Oregon Tort Claims Act, each party ("Indemnitor") shall indemnify, hold harmless and defend the other party and its directors, officers, employees, and agents from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate in any way

to any action or failure to act by Indemnitor in connection with this Agreement or the providing of water.

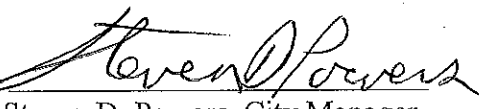
Section 15. Termination of Intergovernmental Agreement for Emergency Water Supply dated March 22, 2012. The 2012 Agreement is terminated as of the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have, by approval of their respective governing bodies, caused this Agreement to be executed.

City of Keizer

City of Salem

By: _____
Christopher C. Eppley, City Manager
City of Keizer

By: 
Steven D. Powers, City Manager
City of Salem

Date _____

Date 08/03/2016

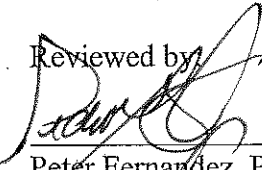
APPROVED AS TO FORM:

APPROVED AS TO FORM:

Keizer City Attorney



Salem City Attorney

Reviewed by 

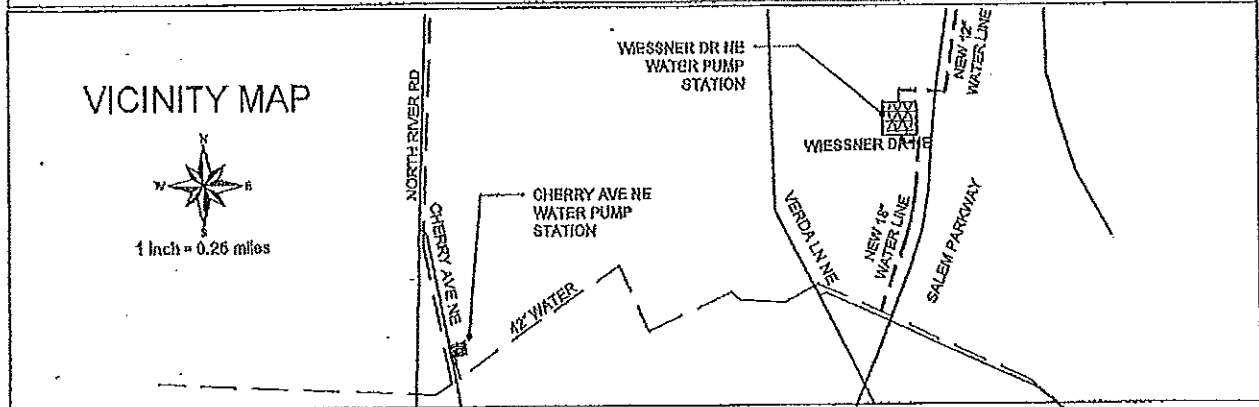
Peter Fernandez, P.E.
Public Works Director

Date: 08/02/2012

EMERGENCY WATER SUPPLY
AGREEMENT MAP
BETWEEN CITY OF KEIZER and CITY OF SALEM

EXHIBIT A

VICINITY MAP

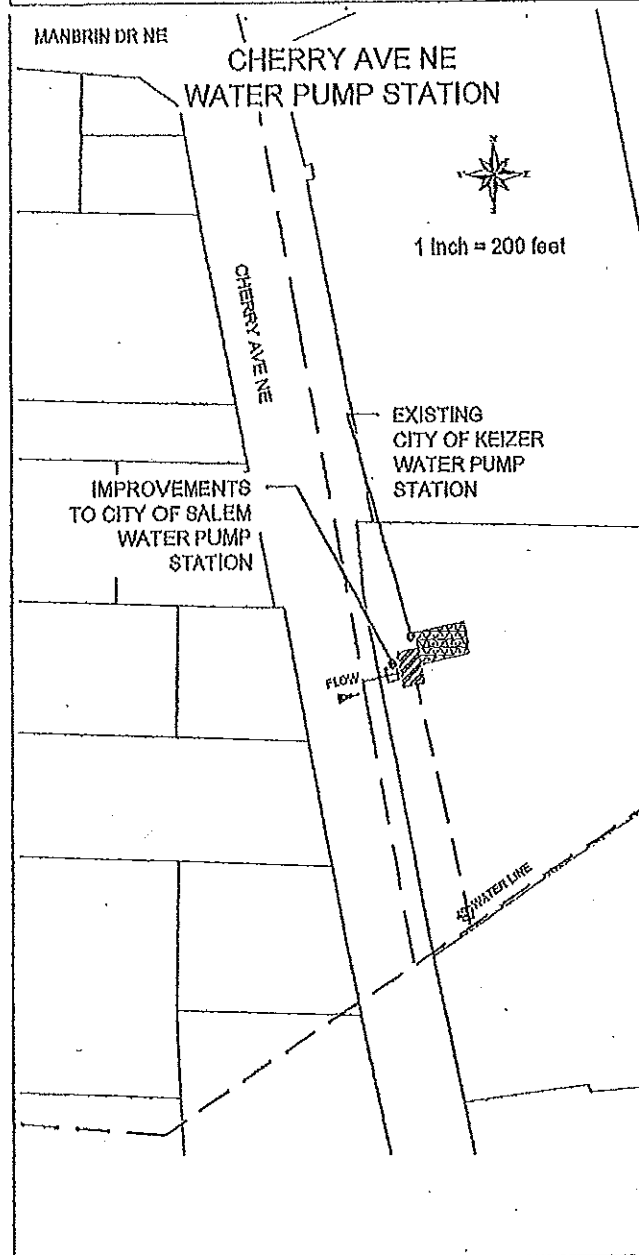


MANBRIN DR NE

CHERRY AVE NE
WATER PUMP STATION



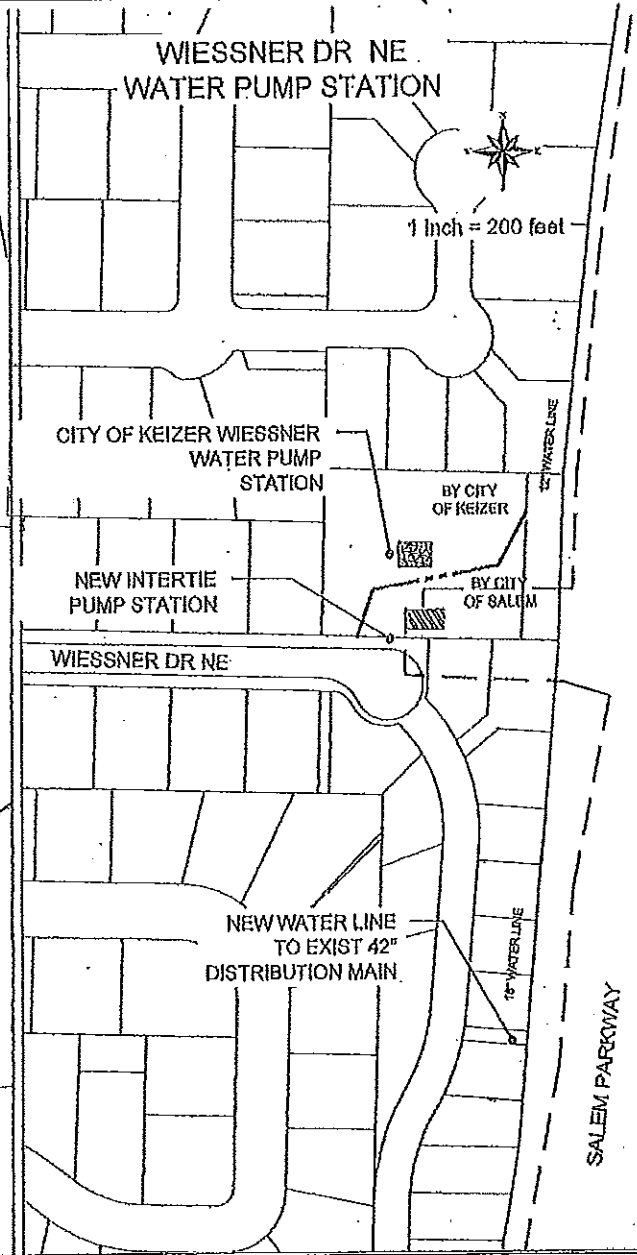
1 inch = 200 feet



WIESSNER DR NE
WATER PUMP STATION

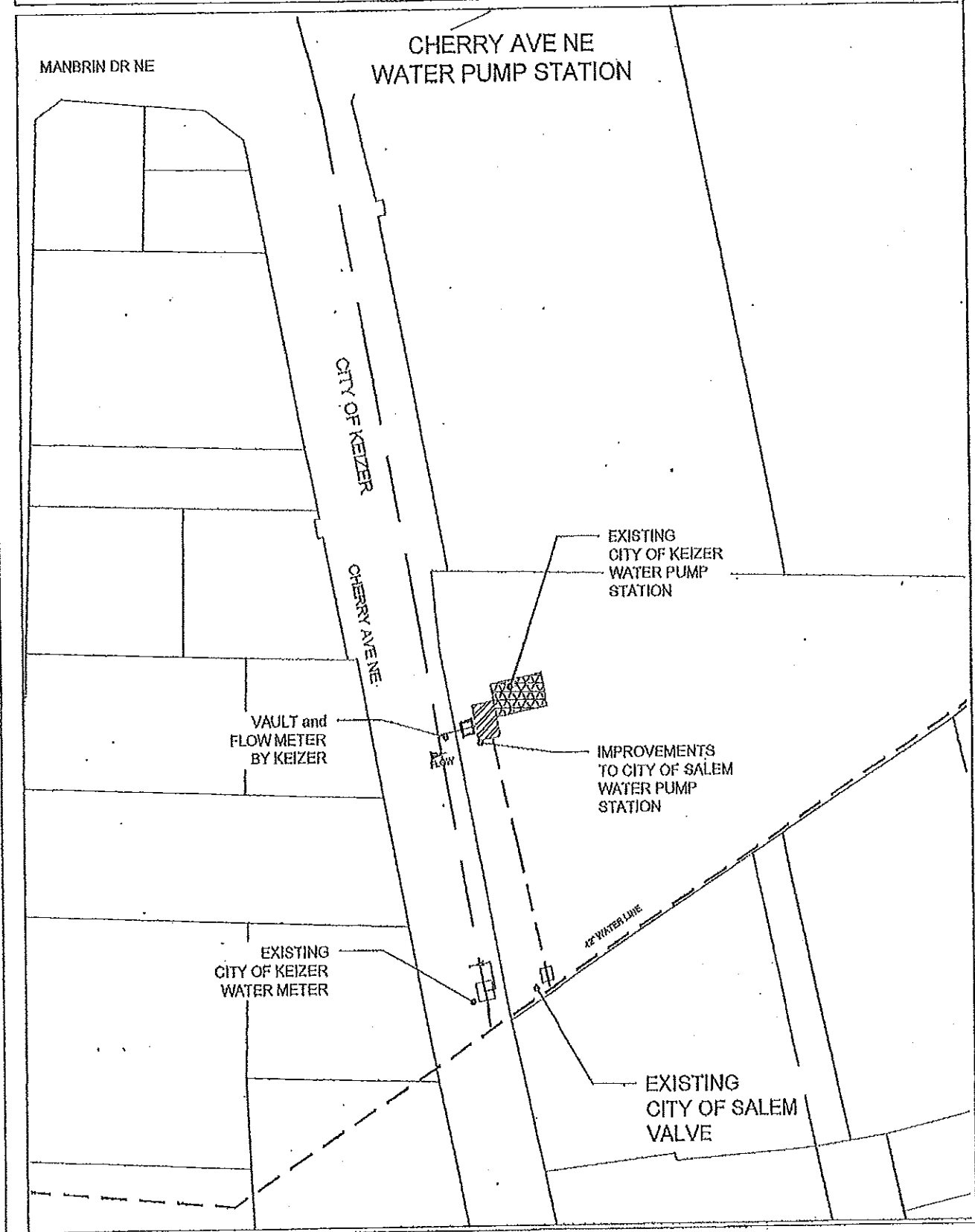


1 inch = 200 feet



EMERGENCY WATER SUPPLY
AGREEMENT MAP
BETWEEN CITY OF KEIZER and CITY OF SALEM

EXHIBIT B



EMERGENCY WATER SUPPLY
AGREEMENT MAP
BETWEEN CITY OF KEIZER and CITY OF SALEM

EXHIBIT C

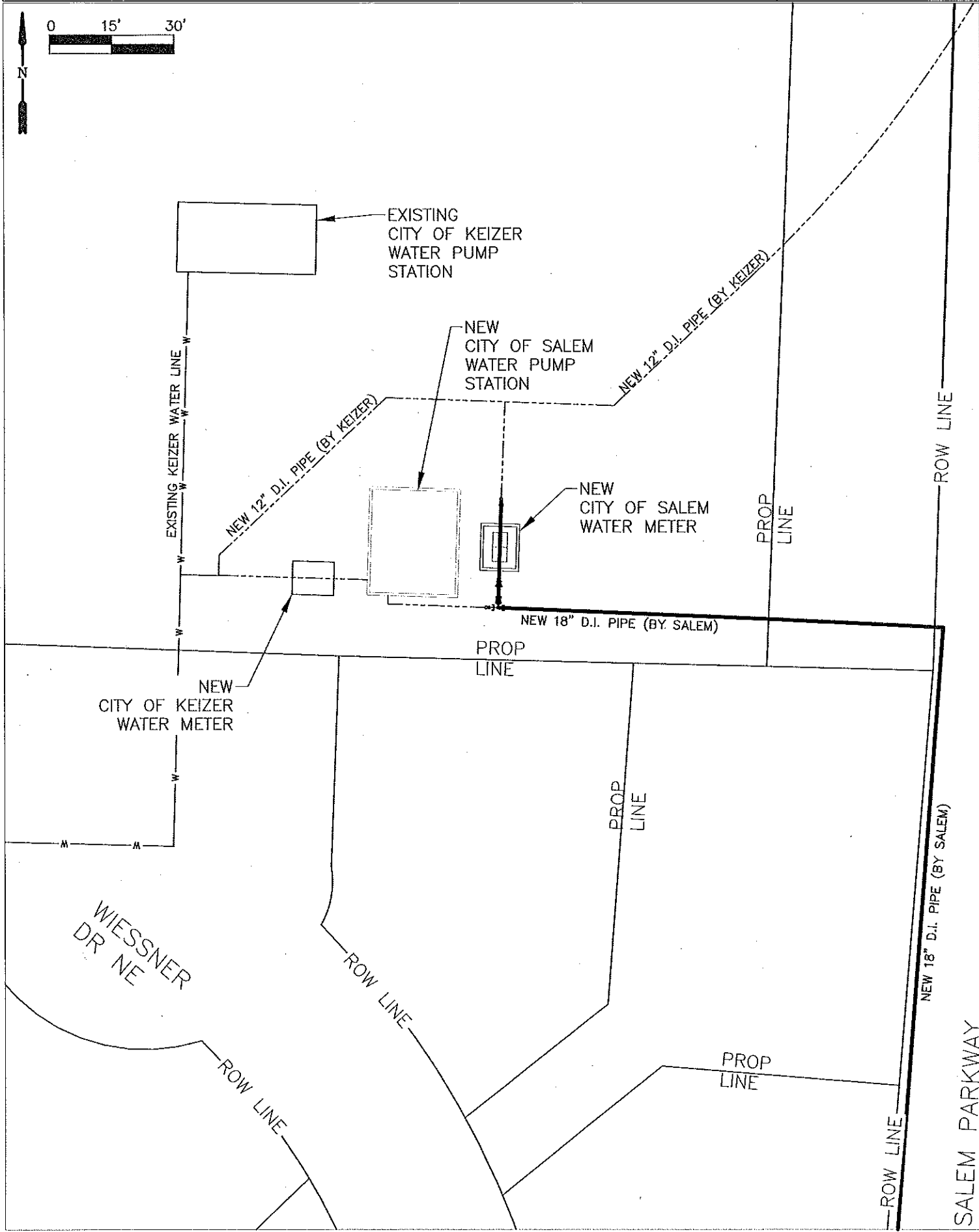


EXHIBIT D

REEL 3764 PAGE 241
MARION COUNTY
BILL BURGESS, COUNTY CLERK
12-04-2015 09:04 am.
Control Number 398608 \$ 61.00
Instrument 2015 00051111

PIPELINE EASEMENT (Water Only)

KNOW ALL MEN BY THESE PRESENTS, that the City of Keizer, an Oregon municipal corporation (Grantor), Keizer City Hall, 930 Chemawa Road NE, Keizer, OR 97303, for the consideration of for no money, but for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do forever grant unto the CITY OF SALEM, an Oregon municipal corporation (Grantee), 555 Liberty Street SE, Salem, Oregon 97301-3513, a permanent easement over and along the full width and length of the premises described as follows, to-wit:

See Exhibit A attached and as shown on Exhibit B attached.

TO HAVE AND TO HOLD the above-described permanent easement unto Grantee in accordance with the conditions and covenants as follows:

The permanent easement shall include the right of Grantee to excavate for, and to construct, place, operate, maintain, repair, replace, relocate, inspect, and remove a water pipeline with all appurtenances incident thereto or necessary therewith, including any ground level valve boxes and fire hydrants for the purpose of conveying potable water under said premises, and make excavations therefor from time to time, in, under, and through the above-described premises within said easement, and to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above-described premises at any and all times for the purpose of repairing, renewing, excavating, replacing, inspecting, maintaining the number of pipelines and appurtenances, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. No building shall be constructed over the pipeline easement, and no earthfill or embankment shall be placed within this easement, nor over this pipeline without a specific written agreement between Grantee and Grantor, its successors, or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the pipeline shall be assumed by Grantor, its successors, or assigns.

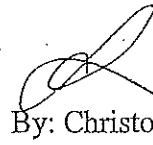
To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, its heirs, and assigns, from claims of injury to person or property as a result of the negligence of Grantee, its agents, or employees in the construction, operation, or maintenance of said pipeline. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

After recording, return to:
City Recorder, City of Salem
555 Liberty Street SE, Room 205
Salem OR 97301-3513

5145

Grantee, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of Grantor, and any improvements disturbed by Grantee, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

City of Keizer

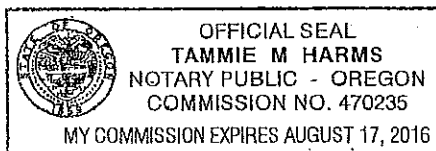


By: Christopher C. Eppley

Title: City Manager

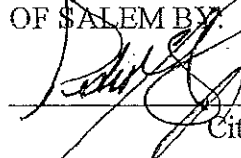
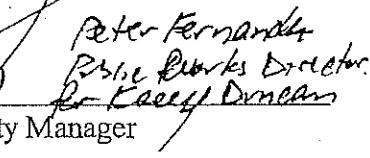
STATE OF OREGON)
)
County of Marion)

This instrument was acknowledged before me on September 24, 2015, by
Christopher C. Eppley as City Manager of
(Name) (Title)
City of Keizer

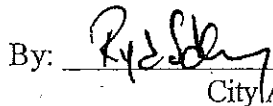


Tammie M. Harms
Notary Public - State of Oregon
My commission expires: 8-17-16

ACCEPTED ON BEHALF OF THE CITY
OF SALEM BY:

 Peter Fernandez
Public Works Director
 Kacey Duncan
City Manager

APPROVED AS TO FORM:

By:  _____
City Attorney

Checked By: KRE
Project Number: 713007
September 14, 2015

Exhibit A

Keizer Pump Station Easement:

Beginning at the Northeast corner of Lot 6 of Northside Estates as Recorded in Volume 40, Page 81, Book of Town Plats, City of Keizer, Marion County Oregon, said point being the in the Northwest quarter of Section 1, Township 7, Range 3 West, of the Willamette Meridian, City of Keizer, Marion County Oregon, said point also being the point of intersection of the Easterly extension of the North Line of Wiessner Drive North and the West Right-of-way line of the Salem Parkway, said point being the Southeast corner of that tract of land described in that instrument recorded in Reel 658, Page 130, Marion County, Oregon, Deed Records:

thence South $89^{\circ}48'41''$ West 115.00 feet along the North Line of said Northside Estates and the South Line of said Reel 658, Page 130, and the South Line of that tract of land conveyed to the City of Keizer by that instrument Recorded in Reel 3526, Page 421, as stated in instrument number 5 in said Reel and Page to a point;

thence leaving said line North $0^{\circ}14'00''$ West 40.00 feet;

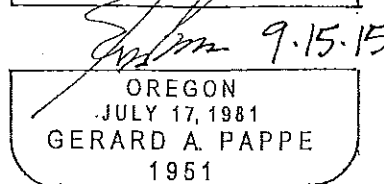
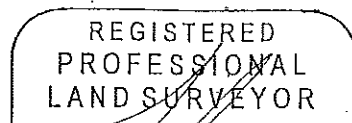
thence North $89^{\circ}48'41''$ East 20.00 feet;

thence South $0^{\circ}14'00''$ East 20.00 feet to a point that is 20.00 feet perpendicular to the said North Line of Northside Estates;

thence North $89^{\circ}48'41''$ East 95.12 feet to a point on the West Right-of-way line of said Salem Parkway, said point being on the East Line of said Reel 658, Page 130, Marion County, Oregon, Deed Records;

thence South $0^{\circ}06'18''$ West 20.00 feet to the Point of Beginning.

The parcel of land to which this description applies contains 2701 square feet or 0.062 acres of land, more or less.



RENEWABLE: DECEMBER 2016

Approved: KRI
September 3, 2015



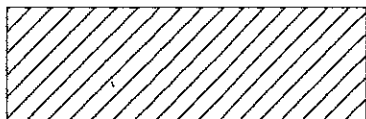
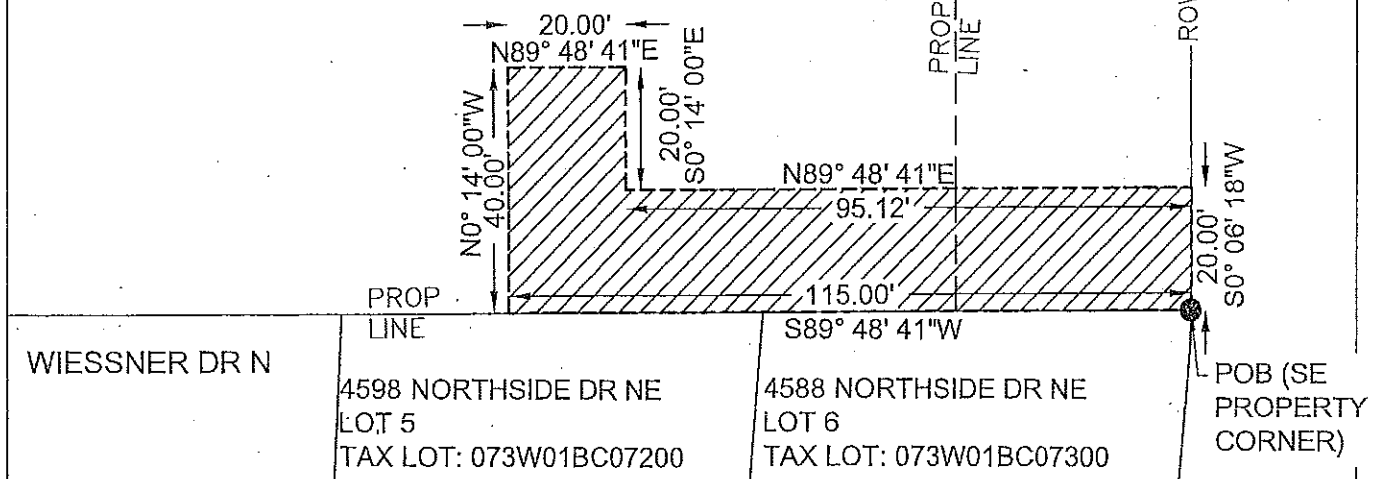
LARSEN PARK
VOLUME 41, PAGE 65
BOOK OF TOWN PLATS
CITY OF KEIZER, MARION COUNTY, OREGON



CITY OF KEIZER PROPERTY &
PUMP STATION
2005 WIESSNER DR NE
MARION COUNTY OREGON
TAX LOT: 073W01BC07500
R.226 P.80
R.3526 P.421
INSTRUMENT NO. 5

CITY OF KEIZER
PROPERTY
MARION COUNTY
OREGON
TAX LOT:
073W01BC07600
R.658
P.130

SALEM PARKWAY



EASEMENT
AREA = 2701
SQUARE FEET

NORTHSIDE ESTATES
VOLUME 40, PAGE 81
BOOK OF TOWN PLATS
CITY OF KEIZER, MARION COUNTY, OREGON

WATER LINE EASEMENT FOR WIESSNER INTERTIE 18" WATER LINE		SITE TAX MAP: 073W01BC TAX LOTS: 07500 AND 07600 SECTION 01 TOWNSHIP 7S RANGE 3W WILL. MERIDIAN MARION COUNTY, OREGON	CITY OF SALEM DEPARTMENT OF PUBLIC WORKS	
			EXHIBIT B	
OWNER NAME/ ADDRESS	CITY OF KEIZER P.O. BOX 21000 KEIZER, OR 97307		P.N.	713007
			BY: ALT	DATE: 9/03/2015

REEL: 3764

PAGE: 241

December 04, 2015, 09:04 am.

CONTROL #: 398608

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$ 61.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.

CITY COUNCIL MEETING: September 6, 2016

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: COLLECTION AGENCY SERVICES

The City entered into a collection services agreement with Valley Credit Services (Valley) to pursue collections of delinquent traffic fines owing to the City and other monies owing to the City, such as delinquent water/sewer accounts. State law and the contract with Valley allows Valley to add on a 25% collection fee to the principal amount and interest owing to the City.

Federal bankruptcy law provides that in a Chapter 7 bankruptcy case, the debtor is discharged of most debts, but does not discharge municipal fines. However, all interest and other charges connected with the fine are discharged. What this means is only the bare principal amount can be collected from that particular debtor. Chapter 7 bankruptcy cases would no longer have the commission added to the principal balance for collection. That means that Valley would not be paid for working the account.

Valley requested that the City amend the rate schedule to allow payment of the 25% commission to be paid from the City's share of amounts collected following a discharge in a Chapter 7 bankruptcy case. Staff believes that Valley's request is reasonable.

While working on drafting the amendment to the collection services agreement, it was determined that another section needed to be amended. Currently, Valley collects interest from the date of referral of the account. State statute allows interest to be collected from the date of the judgment. Staff believes that this section should be amended to reflect current state law.

Staff and Valley has worked on development of the amendment to the collection services agreement and it is attached to the enclosed Resolution for your consideration.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to sign the first amendment of contract for collection agency services with Valley Credit Service.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2016-_____

AUTHORIZING THE CITY MANAGER TO SIGN FIRST
AMENDMENT OF CONTRACT FOR COLLECTION AGENCY
SERVICES WITH VALLEY CREDIT SERVICE INC.

WHEREAS, the City and Valley Credit Services entered into a contract for
collection agency services effective January 16, 2016;

WHEREAS, the City and Valley Credit Services wish to enter into an amendment
to the existing Contract to amend the rate schedule and change the date from which
interest accrues;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is hereby authorized to sign the attached First Amendment of Contract for
Collection Agency Services with Valley Credit Service Inc.

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

PASSED this _____ day of _____, 2016.

SIGNED this _____ day of _____, 2016.

Mayor

City Recorder

FIRST AMENDMENT OF CONTRACT FOR
COLLECTION AGENCY SERVICES

PARTIES: City of Keizer, an Oregon
municipal corporation (hereinafter "City")
Valley Credit Service Inc. (hereinafter "Agency")

RECITALS:

- A. City and Agency entered into that certain Contract for Collection Agency Services effective January 16, 2016 (hereinafter "Contract")
- B. City and Agency wish to enter into an amendment to the existing Contract to amend the rate schedule.

NOW THEREFORE, the parties agree as follows:

AGREEMENT:

- 1. Section 6(A) shall be replaced with the following:
 - A. Interest shall be added to all accounts and the interest rate requested in all legal pleadings shall be nine percent (9%) statutory rate on the account from the date of the judgment.
- 2. Section 6(B) shall be replaced with the following:
 - B. All accounts referred for collection to Agency will have a 25% commission added onto the principal balance at the time of referral up to a maximum of \$250.00. City will receive 100% of the original principal balance at the time of payment in full. Agency will collect and keep the 25% add-on as commission, together with fifty percent (50%) of the interest collected, subject to Municipal Court authority under Section 16. The remaining interest shall be paid to City.

In the event that a referred account has been returned to City as a result of a Chapter 7 bankruptcy case being filed and return of the account to Agency following an Order granting Discharge, Agency shall retain a 25% commission (up to a maximum of \$250.00) and City will receive the remainder of any amounts

collected. In this instance, no interest will be collected by either Agency or City if the interest debt has been discharged in bankruptcy.

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

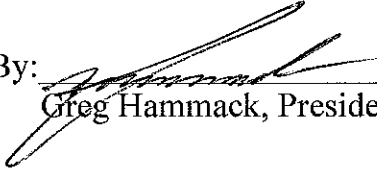
CITY

AGENCY

City of Keizer, an Oregon
municipal corporation

VALLEY CREDIT SERVICE INC.

By: _____
Christopher C. Eppley, City Manager

By:  _____
Greg Hammack, President/CEO

Dated: _____

Dated: 8/12/16

APPROVED AS TO FORM:

Keizer City Attorney



MINUTES
KEIZER CITY COUNCIL SPECIAL SESSION
Monday, August 1, 2016
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:00 pm. Roll Call was taken as follows:

Present:

Cathy Clark, Mayor
Marlene Parsons, Councilor
Amy Ryan, Councilor
Kim Freeman, Councilor
Roland Herrera, Councilor
Bruce Anderson, Councilor

Staff:

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

Absent:

One Position Vacant

DISCUSSION

**a. City Council
Position
Number One
Applicant
Presentation**

City Attorney Shannon Johnson explained that the Special Session was being held to review applications from Eamon Bishop and Mark Caillier to fill Position #1 on Council and explained the process.

Eamon Bishop, Keizer, referred to his application letter which describes who he is as an individual and leader and his perception of how he sees himself through the eyes of the Keizer public. He provided additional details regarding being selected for this position. He noted that experience was not necessary, but that he could offer spark to the existing Council and engage with the public.

Mark Caillier, Keizer, explained that he had been very involved in community activities, many requiring many people. He cited the Big Toy, Greater Gubser Neighborhood Association and Claggett Creek projects as examples of his abilities, dedication and success. He concluded his presentation by stating that he believed that serving on Keizer City Council requires knowledge, skills and abilities, preparation, participation and listening and that Keizer's motto of 'Pride, Spirit and Volunteerism' requires actual participation at an individual level.

Mayor Clark thanked the current candidates and those who applied in the past. Councilors participated in a ballot vote with all members voting for Mark Caillier.

**b. RESOLUTION
– Validating
Appointment
to City Council
Position
Number One**

Councilor Parsons moved to adopt a Resolution Validating the Appointment of Mark Caillier to City Council Position Number One as amended. Councilor Freeman seconded. Motion passed as follows:

AYES: Clark, Anderson, Parsons, Ryan, Freeman and Herrera (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: One Position Vacant (1)

ADJOURNMENT

Mayor Clark adjourned the meeting at 6:21 pm.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Vacant

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Amy Ryan

Councilor #3 – Marlene Parsons

Councilor #6 – Bruce Anderson

Minutes approved:_____



MINUTES

KEIZER CITY COUNCIL

Monday, August 1, 2016

Keizer Civic Center, Council Chambers

Keizer, Oregon

CALL TO ORDER

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

Present:

Cathy Clark, Mayor
Marlene Parsons, Councilor
Kim Freeman, Councilor
Amy Ryan, Councilor
Roland Herrera, Councilor
Bruce Anderson, Councilor

Staff:

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

Absent:

Position #1 Vacant

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. Council Position Number One – Oath of Office

City Attorney Shannon Johnson administered the oath of office to Mark Caillier after which Councilor Caillier took his position at the dais.

b. Presentation from Making Keizer Better Foundation

Lyndon Zaitz, Keizer, President of Making Keizer Better Foundation announced the termination of the Foundation and donations of \$2500 each to the Keizer Police Department K-9 Program and the Keizer Community Food Bank. Checks were gratefully accepted by Keizer Police Chief John Teague and Food Bank volunteer and director Curt McCormack with each recipient providing a brief overview of their programs.

COMMITTEE REPORTS None

PUBLIC TESTIMONY

Colleen Bush, Keizer, announced that she was working with others to resurrect the Southeast Keizer Neighborhood Association (SEKNA). Boundaries will be Alder to Cherry to the Parkway to Dearborn. She invited everyone to the first association activity: National Night Out.

Judy DeSpain, Keizer, urged that Council give consideration to people with fixed or small incomes before adding a park fee.

Clint Holland, Keizer, reported on Keizer Little League field improvements and requested that the four fields below the concession stand be lighted so that tournaments can use them. He noted that the Parks Board supports this request and asked for Council approval adding that he anticipated getting donations for the majority of the cost. Mayor Clark asked that staff come back with the feasibility assessment for lighting the fields.

Charles Anderson, Keizer, explained that he had gotten 71 of 75 residents to sign a paper describing their concern about traffic hazards and nuisance of school traffic in his neighborhood. He suggested that the gates on Sandy and Robindale be opened, that a gate be put in to Celtic Way on the south side where Orchard is, and that restricted parking signs be put on Max Court and McArthur and part of Newberg Drive prohibiting McNary parking from 7:30 to 4:30. Mayor Clark asked that the Police Department provide additional information so that Council could evaluate the feasibility of these suggestions. Discussion took place regarding enforceability of restrictions and who would be responsible for opening the gates on Sandy and Robindale.

PUBLIC HEARINGS None

ADMINISTRATIVE ACTION

a. ORDINANCE – Regulating the Maintenance, Reconstruction, Alteration and Repair of Sidewalks; Repealing Ordinance No. 86-0741.200 Definitions, Section 2.308 Signs)

City Attorney Shannon Johnson explained this Ordinance would more accurately align with state statutes, clarify liability and protect Keizer from slip and fall lawsuits. Major repairs would require a construction permit of \$70 which is addressed in the Resolution. Discussion followed regarding the permit fee, damage caused by trees, and areas in need of repair.

Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance Regulating the Maintenance, Reconstruction, Alteration and Repair of Sidewalks; Repealing Ordinance No. 86-0741.200 Definitions, Section 2.308 Signs). Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Caillier, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mayor Clark asked if there was any input from the audience regarding the Permit Fee. There was no response.

RESOLUTION – Establishing Permit Fee Relating to Alteration, Reconstruction, or Repairs of Sidewalks

Councilor Parsons moved that the Keizer City Council adopt a Resolution Establishing Permit Fee Relating to Alteration, Reconstruction, or Repairs of Sidewalks. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Caillier, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

- A. RESOLUTION – Authorizing Disposition of Surplus Property (Police Department Vehicles)
- B. RESOLUTION – Authorizing Disposition of Surplus Property (Police Department Vehicles)
- C. RESOLUTION – Authorizing the City Manager to Enter Into An Agreement with Emery and Sons Construction Inc. for Otter Way Storm Drain Outfall Repair
- D. RESOLUTION – Designating Contract Signers for Banking Services and Authorizing Finance Director and City Manager to Designate Signers for Other Banking Functions: Repealing R2006-1663
RESOLUTION – Authorizing the Finance Director to Sign Master Service Agreement (Governmental Entities) and Other Financial Documents with U.S. Bank
- E. Approval of July 18, 2016 Regular Session Minutes

Councilor Parsons moved for approval of the Consent Calendar.

Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Caillier, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

COUNCIL LIAISON REPORTS

Councilor Caillier announced Greater Gubser Neighborhood Association National Night Out event and neighborhood garage sale.

Councilor Herrera reported that he would be riding with an officer on National Night Out. He urged everyone to come to the Bridging the Gap event and reported on Volcano host family activities.

Councilor Parsons announced that the Keizer Festivals Advisory Board talked about what the Parks Foundation is going to do for the 2017 Solar Eclipse.

Councilor Ryan reported that she was looking forward to National Night Out and Bridging the Gap. She thanked Art Commission members who had worked on the mural, voiced enthusiasm about artwork coming to the gallery and reported on the 'Wake the World' foster children event.

Councilor Anderson reported that Tim Wood had attended the Water Wastewater Task Force which continues to discuss the Creekside Golf Club issue. Next meetings are August 11, 25 and September 8.

Councilor Freeman reported on the Homelessness Task Force and thanked Keizer Times for the good newspaper article. She praised the Keizer Strong video reaching out to the Latino population, announced upcoming events including National Night Out and Personnel Policy Committee, and Traffic Safety/Bikeways/Pedestrian Committee meetings, urged everyone to donate school supplies to Salem-Keizer Education Foundation, and announced vacancies in various city committees.

Mayor Clark reported on the Mayors' Conference, the Homelessness Initiative Task Force and Salem-Keizer Area Transportation Study meetings, thanked organizers of the summer reading program at Clear Lake elementary, and announced the upcoming Economic Development Commission meeting and Keizer Rotary Amphitheater concert.

OTHER BUSINESS

Finance Director Tim Wood explained that attending the Salem Water Wastewater Task Force meetings will give staff a feel on what will happen with sewer rates for the next two years.

Chief John Teague reported that National Night Out has grown to 45 participating neighborhoods this year. He provided information on the Police Fleet Service volunteer noting that the department is going to hire a Community Relations Specialist in order to allow Lieutenant Copeland time to do police work. He also provided information regarding the Bridging the Gap event.

Public Works Director Bill Lawyer provided an update on the Chemawa/Verda Roundabout construction noting that it is on schedule and should open September 2. Regarding the Keizer Station Area C project, Chemawa Road from Lockhaven to McLeod will be closed for paving from 9 to 3 for two days during the week of August 15.

Community Development Director Nate Brown reviewed projects being considered for funding through the Salem-Keizer Area Transportation Study organization including (1) improvements to Verda Lane from Dearborn to the Parkway, (2) Transportation Impact for Growth Study, and (3) a Signal Interconnect for River Road. He noted that today was the closing day for the record for the Herber property. A few items have been submitted and will be posted on the website. He reviewed the schedule noting that this will come back to Council for a decision in September.

COMMITTEE LIAISON ASSIGNMENTS

Mayor Clark appointed the following Councilors to vacancies:

Keizer United - Councilor Ryan

Chamber Board - Councilor Anderson

Stormwater Advisory Committee - Councilor Caillier

Salem Housing Urban Development – unassigned

Southeast Keizer Neighborhood Association – Councilor Caillier

WRITTEN COMMUNICATIONS

Mayor Clark shared a thank you note from Nancy Boyer, former director of the Council of Governments. She also brought attention to a letter Councilors received from Cyndy Michael and Deanna Hart regarding requirements in locating marijuana retailers and medical marijuana facilities. They are asking Council to re-examine those requirements. Discussion followed regarding the 1000 foot restriction. Council agreed that they wanted more information on what other cities are doing and how Keizer's regulations differ from those of the State.

AGENDA INPUT

August 8, 2016

5:45 p.m. – City Council Work Session

- Police Staffing

August 15, 2016

7:00 p.m. – City Council Regular Session

September 6, 2016 (Tuesday)

7:00 p.m. – City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:00 pm.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Mark Caillier

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Amy Ryan

Councilor #3 – Marlene Parsons

Councilor #6 – Bruce Anderson

Minutes approved:_____



MINUTES
KEIZER CITY COUNCIL WORK SESSION
Monday, August 8, 2016
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:

Cathy Clark, Mayor
Marlene Parsons, Councilor
Kim Freeman, Councilor
Bruce Anderson, Councilor
Amy Ryan, Councilor (5:55)
Mark Caillier, Councilor

Absent:

Roland Herrera, Councilor

Staff:

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

DISCUSSION

a. Keizer Police Department Staffing

Mayor Clark explained that one of the Council goals is to address both police and parks funding. Both are funded through the General Fund and, because of limitations on property taxes and other revenues that go into the General Fund, she has asked the Police Chief and City Manager to explain about the City's funding status and how Police needs will be funded in the future.

Chief Teague stressed that at this point it is not a matter of survival; staff agrees that the department is doing fine. This is not about the quantity of police officers but the quality of police services. The police mission statement is 'To help the community maintain order while promoting safety and freedom and building public confidence'. The police purpose in Keizer is not law enforcement but public safety. On average an Oregon city with 37,000 people has 52 police officers. Keizer doesn't need that many but they do have some needs in order to provide the outstanding policing services expected by the public.

The Keizer PD is a full service police department but they team with Salem around SWAT which resolves acute incidents in a safe manner, and they lean heavily on the Oregon Department of Justice to solve financial crimes.

In order for the Keizer PD to provide outstanding policing services the department needs five more officers: one on each night shift patrol, and

another Community Response Unit (CRU) officer, detective and traffic officer.

He provided historical information about the various departments within the Police Department, workload, and cases that are left unsolved because of insufficient staffing and unfilled shifts. He explained that the CRU is the heart of the policing team. It identifies problems and develops resolutions; 4 officers is the minimum number needed to be effective. One more is needed so that if one is out there are still two teams, but this position would be on a rotational basis and be a 'career development' position.

Discussion followed regarding prioritization of filling in slots, School Resource Officers, budget issues, overtime and staffing.

Finance Director Tim Wood reviewed officer costs noting that the base for an officer runs between \$100,000 and \$120,000 annually. With 5 additional officers the cost would be about \$500,000 to \$600,000 which would cover the officer only, not gear, vehicle, computer and possible administrative support. Base cost per utility bill would be \$10-\$11 per year per utility bill to fund one officer which is under \$2 per utility bill or \$7-\$8 per dwelling per year if looking at residential dwellings. It would be \$40 per year to fund all five. In addition to this, gearing would cost \$5,000-\$7,000 with \$100,000 for vehicles and cost of another bike. The revenue stream generated by another traffic officer was not taken into account. Mr. Wood added that staffing costs are not static so some sort of escalation clause would need to be built in.

City Manager Chris Eppley explained how escalating costs of insurance and PERS rate increases impact the ability of the City to add additional police officers. Therefore, if additional staffing is desired, Council will need to have serious discussions with the community because the current General Fund cannot support these positions.

Mr. Wood explained that typically the main revenue sources for the General Fund increase 0% to 4% a year; payroll costs typically increase 3% to 7% in any given year, so there is not enough leverage to support another employee. Typical revenue supporting the General Fund is property taxes, franchise fees and intergovernmental taxes.

Mr. Eppley explained that the Police Department currently consumes about 140% of property taxes. They make up about 80% of the costs in the General Fund and about 90% of those are personnel.

Discussion followed regarding funding options, low income assistance programs, marijuana tax income, system development charges, transient occupancy tax, volunteers, and computer forensics.

Mayor Clark noted that the other major department funded through the General Fund is Parks but this is not a discussion of Police vs. Parks. Both are livability issues; parks are essential for health and well-being and

reducing crime. Communities are safer when they have well maintained parks. The question is how to go about paying for services to the community.

Chief Teague added that this is truly a matter of the quality of service that people want from the Police Department. During his three years as chief he has never demanded more police officers; the department does what it can with what it has; contact is made on calls for service and staff provides good customer service; this is truly about providing good quality police work.

Mayor Clark asked Mr. Eppley and Chief Teague to put together a fact sheet for talking points showing what was discussed so that Councilors can talk to people and have accurate facts and help people understand what they have and how they pay for it. She suggested recruiting organizations to engage in this outreach and share the information so that everyone has input on how to move forward and in what manner.

ADJOURNMENT

Mayor Clark adjourned the meeting at 6:55 pm.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Mark Caillier

~ Absent ~
Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Amy Ryan

Councilor #3 – Marlene Parsons

Councilor #6 – Bruce Anderson

Minutes approved: _____



MINUTES
KEIZER CITY COUNCIL
Monday, August 15, 2016
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER Mayor Clark called the meeting to order at 7:00 pm. Roll Call was taken as follows:

Present:

Cathy Clark, Mayor
Marlene Parsons, Councilor
Kim Freeman, Councilor
Roland Herrera, Councilor
Bruce Anderson, Councilor
Mark Caillier, Councilor

Absent:

Amy Ryan, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development Director
Tim Wood, Finance Director
John Teague, Police Chief
Tracy Davis, City Recorder

FLAG SALUTE Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS None

**COMMITTEE
REPORTS**

Matt Lawyer, Keizer, provided an update of Parks Board actions including receiving a suggestion from Allen Barker for a fundraising event and choosing the parks for the annual parks tour. He added that the Board has been considering possible funding options for the parks through a citizen survey which will be offered for council review. City Manager Chris Eppley suggested the Board consider separating out the two components of Capital Assets and Maintenance so that residents can see that once the Master Plan is completed, the fee would be reduced to the level needed for maintenance only.

**PUBLIC
TESTIMONY**

Rich Ford, Keizer, representing the Keizer Parks Foundation, passed out information regarding fundraising planned for the Solar Eclipse Event including sale of eclipse viewing glasses. Concerts, games and activities for children, eclipse education, food carts, security, safety, overnight accommodations, are all being planned. Additional information regarding the eclipse is available at <http://keizereclipse.weebly.com/>.

Donna Bradley, Keizer, added that the Foundation is looking for partnerships to help financially or with volunteers and that contact has been made with astronomers in the valley.

**PUBLIC
HEARINGS
a. Solid Waste
and Recycling
Services and
Rates**

Mayor Clark opened the Public Hearing.

Chris Eppley explained that the waste haulers are requesting a rate increase in response to a significant increase in tipping fee at the Covanta waste burner plant. Options have been provided for Council review.

John Sullivan, General Manager of Loren's Sanitation and *Todd Irvine*, General Manager of Mid-Valley Haulers, reviewed the options provided.

- (1) 7% increase for residential, commercial and extra pickup rates, with yard debris only rates increased by a lesser amount
- (2) 4% increase to residential and multi-family cart rates, 7% increase for commercial and extra pickup rates, with yard debris only rates increased by a lesser amount
- (3) 5% increase to residential, multi-family cart and commercial rates, 7% increase for extra pickup rates, with yard debris only rates increased by a lesser amount

Mr. Irvine provided supplemental information. Discussion followed regarding the need for recycling, monitoring of debris, and the recycling market.

Sam Brentano, Marion County Commissioner, provided historical information about the burn facility. He explained that the price for electricity has dropped so the county, instead of getting about \$6 million per year gets \$1.5 million. He explained efforts being made to increase the amount.

Pat Fisher, Keizer, stated that it was not so much the percentage increase that she was opposed to, but the relative pay structure between the cart sizes. She read the three options and noted that option 3 was the most equitable but none provide enough incentive to recycle. She suggested that households that make the effort to recycle and therefore use the smaller waste receptacle should pay a lower rate per gallon, but currently they pay twice as much per volume than households who generate more household waste. If a household generates three times more garbage than others, it should pay three times as much. She distributed a handout showing rates, averages, and possible charges using the philosophy of charging per gallon.

Mr. Eppley stated that he really liked this concept and suggested that, if Council so directed, the haulers consider this approach and come up with a model that includes it with their next request. Councilors all thanked Ms. Fisher and commended her concept. Discussion followed regarding educating the public on proper recycling and placement of the cans.

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

Councilor Parsons moved to direct staff to prepare an Order including Option 2 to bring back at the first City Council meeting in September

authorizing the rate increase as allowed for within the applicable solid waste hauler franchise agreements. Councilor Freeman seconded.

Councilor Caillier offered a friendly amendment to use Option 3 which works towards a non-subsidized approach. Councilors Parsons and Freeman accepted the amendment.

Council informally urged that the concepts presented by Ms. Fisher be considered by the haulers and included in their next rate request and that public education about proper recycling and receptacle placement be pursued.

Motion passed as follows:

AYES: Clark, Caillier, Parsons, Freeman, Herrera and Anderson (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Ryan (1)

ADMINISTRATIVE ACTION

a. Newberg Drive Neighborhood and McNary High School

Chief Teague reminded Council of friction existing between neighbors in the Newberg Drive area and McNary students related to traffic and parking. He noted that although many problems have been mitigated, the parking problem remains but it cannot be resolved by the Police Department alone. He referred Council to the staff report discussion points.

Mr. Eppley added that he had asked Public Works to look at options for creating no parking zones around the gate and they have provided three. He added that, if a no parking zone was going to be established, he would recommend option 3 as a pilot project for a 6-month period to see if it works. This will effect area residents but because of staffing limitations a parking permit is not possible. He also recommended against placement of speed bumps on Newberg.

All councilors recommended painting the area around the fire hydrant red, to refrain from discussing the gate on Sandy Drive, and to postpone discussion on MacArthur street gate.

Discussion took place regarding property lines vs. right of way, improving the area by adding sidewalks and curbs, sidewalk improvement districts, working with the school district, and parking limitations.

Mayor Clark summed up the recommendations:

- o Paint curb around fire hydrant
- o Talk to neighbors about physical conditions on MacArthur (right of way) and possible sidewalk improvements through formation of a Local Improvement District which could possibly be a partnership with the school district.
- o Engage school district in a conversation regarding educating students about where they can park

- b. ORDINANCE – Amending Keizer Development Code Regarding Section 1.200, Section 2.110, Section 2.308, Section 2.407, and Section 2.434; Amending Ordinance 98-389**
- Mr. Johnson reminded Council that they had addressed this matter at a previous meeting and directed staff to prepare an Ordinance and Resolution for fees. They are being offered for approval at this time.
- Community Development Director Nate Brown handed out a revision to a sentence in Section 2.434(f): ‘Adequate vehicle movement and parking shall be provided and shall demonstrate compliance with the intent of the parking standards in 2.303 and the Public Works Street Standards.’
- Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance Amending Keizer Development Code Regarding Section 1.200 (Definitions), Section 2.110 (Commercial Mixed Use), Section 2.308 (Signs), Section 2.407 (Home Occupations), and Section 2.434 (Mobile Food Vendors); Amending Ordinance 98-389, as amended. Councilor Freeman seconded. Motion passed as follows:
- AYES: Clark, Caillier, Parsons, Freeman, Herrera and Anderson (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Ryan (1)
- RESOLUTION – Amending Land Use and Sign Permit Fees Unrelated to Partitions and Subdivisions; Amending R2016-2679**
- Mayor Clark asked if there was anyone wishing to speak to this issue. There was no response.*
- Councilor Parsons moved that the Keizer City Council adopt a Resolution Amending Land Use and Sign Permit Fees Unrelated to Partitions and Subdivisions; Amending R2016-2679. Councilor Freeman seconded. Motion passed as follows:
- AYES: Clark, Caillier, Parsons, Freeman, Herrera and Anderson (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Ryan (1)
- c. Marijuana Distancing Requirements**
- Shannon Johnson reminded Council that they had been asked to re-open the discussion on distancing requirements and state requirements for locations of marijuana. He reviewed the state and Keizer regulations and compared Keizer's regulations to Portland and Bend. He noted that Salem has a registration requirement only.
- Deanna Hart*, Independence, co-owner of Starr Sisters, asked Council to reconsider the 1,000 foot distance requirement noting that the adopted Oregon rules no longer require that.
- Cyndi Michael*, Keizer, co-owner of Starr Sisters, echoed Ms. Hart's request and explained that when she applied for her license with the OLCC there were no other retailers within 1,000 feet of her establishment but the Oregon Health Authority licensed a medical marijuana dispensary 700 feet from her facility. She provided support to her request noting that zoning restrictions prevent an overabundance of establishments, a

greater number of retailers will mean more money for the city, and more viable businesses are good for the community because they generate growth and provide employment.

Duane Zitek, Salem, speaking in support of the Starr Sisters explained that Ms. Michael has worked hard to keep Keizer Nursery open. He predicted that the marijuana industry is going to grow and requested that Council let the market determine spacing instead of regulations.

Discussion followed regarding impact on police workload, distances, state statutes, the intent of the 1,000 foot rule, Salem's registration method, and supporting area businesses.

Councilors agreed that they were not interested in making any changes at the present time.

**d. Lighting of
Additional
Fields at the
Keizer Little
League
Complex**

Mr. Eppley explained that there is nothing in the Parks Regulations and the Management Agreement for the Keizer Little League complex to prohibit additional lighting of the fields. The underground work done in the past envisioned additional lighting so it is up to Council to approve or deny the request.

Discussion took place regarding the involvement of the Parks Department in the project, building permit and inspection program, types of lights, and the need for this improvement.

Mayor Clark verified that Council supported the project as long as the City provides oversight to assure compliance and directed volunteers to proceed with the project starting with fundraising.

**e. Appointment
to Keizer Little
League
Management
Selection
Committee**

Mayor Clark asked Councilor Caillier if he would be willing to serve in this capacity based on his experience with the Big Toy and in assessing projects, and because he is somewhat distant from the KLL Park operations and can be objective in the assessment.

Councilor Caillier agreed to serve in this position.

**CONSENT
CALENDAR**

A. RESOLUTION – Authorizing the City Manager to Sign Keizer Station Area C Petition to Form Local Improvement District for Street Lighting.

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

AYES: Clark, Caillier, Parsons, Freeman, Herrera and Anderson (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Ryan (1)

COUNCIL LIAISON REPORTS

Councilor Caillier announced that Joe Egli consented to continue filling Position #1 on the Volunteer Coordinating Committee.

Councilor Herrera reported on the Parks Advisory Board, announced he had attended the County Commissioners breakfast, and asked for someone to take his place at the KPIC tour. Councilor Caillier volunteered.

Councilor Parsons had nothing to report.

Councilor Anderson extended appreciation to Chief Teague and Councilor Herrera for a job well done at the Bridging the Gap event. He reported on the Chamber Board and the Salem Water Wastewater Task Force meetings.

Councilor Freeman thanked everyone who had been recruiting volunteers noting that there were several to be interviewed at the next Volunteer Coordinating Committee meeting. She reported on National Night Out, Bridging the Gap, and Traffic/Bikeways/Pedestrian Committee.

Mayor Clark thanked Officer Copeland for escorting her on National Night Out, and provided details about the Bridging the Gap event. She announced Back to School Night at the Keizer Heritage Center, the Keizer Rotary Amphitheater concerts, McNary Blue Day and the Town & Country Mural Dedication.

OTHER BUSINESS

a. Surplus Property Report Fiscal Year 2015-2016

Finance Director Tim Wood explained that this is the annual report that the City is required to give Council. No further action is necessary.

Nate Brown announced that the City has been awarded the Transportation and Growth Management Grant to revisit activity center plans and update the Renaissance Plan, etc. He also clarified the Herber property hearing record deadlines.

Mr. Eppley provided a brief update regarding the chemical spill at the Wyatt Apartments: the spill was on private property, has been cleaned up, and there was no impact to the city's systems.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

September 6, 2016 (Tuesday)

7:00 p.m. – City Council Regular Session

September 12, 2016

5:45 p.m. – City Council Work Session

- Annual Keizer Parks Tour

September 19, 2016

7:00 p.m. – City Council Regular Session

ADJOURNMENT Mayor Clark adjourned the meeting at 10:20 pm.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Mark Caillier

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

~ Absent ~
Councilor #5 – Amy Ryan

Councilor #3 – Marlene Parsons

Councilor #6 – Bruce Anderson

Minutes approved: _____

Written Communications/Testimony and Submitted Documents

Honorable Mayor and Council of the City of Keizer, Oregon,

Residential garbage services have changed significantly over the past 20 years. Residents used to put everything into one can to be hauled away to the Burner. Today residents are provided the opportunity to have a small amount of garbage service in an easy to use cart with wheels as well as the opportunity to recycle glass, co-mingled materials, and mixed organic waste at the curb. The co-mingle recycling and mixed organics carts are each 95 gallons.

There are currently four major service options for residents in the City of Keizer. Each resident has a choice in the size of garbage service selected for their individual situation and they are also provided an average of 205 gallons of co-mingle recycling and 411 gallons of mixed organics service each month. The amount garbage volume used each month is relatively small compared to the recycling services provided.

In the August 15th 2016 public hearing the council was presented a cost per gallon analysis by resident Pat Fisher. A great conversation ensued based on the analysis and public testimony. When the cost per gallon of solid waste service is calculated using only the garbage service as the factor the cost of the 20 gallon per month service without mixed organics is roughly the same as the 35 gallon service, about \$0.14 per gallon per month. However, the 35 gallon service level has a larger cart and weekly organics pick-up. The table below considers the monthly cost per gallon for all services (both garbage and recycling) offered at each service level. The following chart shows the average per gallon cost of residential service using proposed rates:

Service Level	Gallons of Service per Month					Monthly Cost Per Gallon
	Proposed Rates	*Solid Waste	*Mixed Organics	Co-Mingle Recycling	Total all services	
20 Gallon solid waste service only	\$ 12.94	86.60	-	205.20	291.80	\$ 0.0443
20 Gallon Full Service	\$ 20.27	86.60	411.35	205.20	703.15	\$ 0.0288
35 Gallon Full Service	\$ 22.52	151.55	411.35	205.20	768.10	\$ 0.0293
65 Gallon Full Service	\$ 30.77	281.45	411.35	205.20	898.00	\$ 0.0343

*monthly per gallon amounts are computed using an average of 4.33 weeks per month for monthly service.

Structuring residential rates while also working to create an incentive to recycle is a challenge that requires a balancing of factors facing residents. In choosing the level of service needed each resident considers multiple factors. One of the first factors is the cost of the service. As noted in the public meeting by Councilor Anderson his family size limits his ability to get down to a 20 gallon service but with good recycling habits they are able to stay at the 35 gallon service. Councilor Freeman spoke of her daughter with a young child in diapers and young families are also often challenged to fit their family's needs into the smallest cart. Similarly large families or those that do foster care often need larger garbage carts even if they have great recycling habits and generate a high volume of recycling each month.