

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

A G E N D A
URBAN RENEWAL AGENCY OF THE CITY OF KEIZER

Tuesday, September 2, 2008

6:00 p.m.

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

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC TESTIMONY

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

4. PUBLIC HEARING

5. ADMINISTRATIVE ACTION

a. RESOLUTION – Authorizing City Manager to Enter Professional Services Agreement with Gareth Curtiss for Construction of Thomas Dove Keizer Statue at Keizer Civic Center

b. Approving Landscaping Grant for 4560 River Road N - (Strickfaden)

c. RESOLUTION – Authorizing Expenditure for Art Walk Project; Authorizing City Manager to Enter Into Licenses and Leases

6. CONSENT CALENDAR

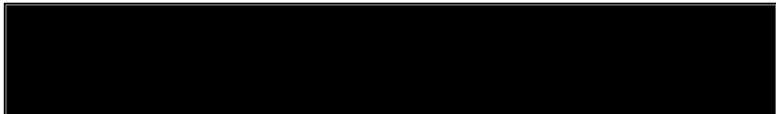
a. Approval of August 4, 2008 Agency Minutes

7. OTHER BUSINESS

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

8. AGENDA INPUT

9. ADJOURN



URBAN RENEWAL AGENCY MEETING: September 2, 2008

TO: CHAIR CHRISTOPHER AND URBAN RENEWAL AGENCY MEMBERS

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

**FROM: KEVIN WATSON
ASSISTANT TO THE CITY MANAGER**

**SUBJECT: THOMAS DOVE KEIZUR MEMORIAL STATUE PROFESSIONAL
SERVICES AGREEMENT**

BACKGROUND: On May 19, 2008, the Keizer Urban Renewal Agency reviewed and approved a Request for Proposals for an artist to design and construct a life-sized statue of the City's name sake Thomas Dove Keizur riding a Morgan horse to be installed in the north plaza of the new Civic Center. The Agency also moved and unanimously approved a motion for the Mayor and Council to appoint a task force to select an artist through the RFP process and to work with the successful artist to design and construct this statute. The Request for Proposals was distributed in May. At the July 18th deadline, fourteen (14) proposals had been received.

Over the next month, the Thomas Dove Keizur Memorial Statue Task Force reviewed and discussed the fourteen applicant's proposals. From the fourteen, the Task Force elected to interview four finalists on August 19th, 2008. From the interviews, the Task Force selected an artist to complete this project.

RECOMMENDATION: The Thomas Dove Keizur Memorial Statue Task Force recommends the Agency select Artist Gareth Curtiss from Olympia, Washington, to design, construct and install the life-size statue of Thomas Dove Keizur on a Morgan Horse. Curtiss met all criteria set forth by the Request for Proposals and effectively demonstrated his ability during the interview process.

In addition, it is recommended the Agency approve the attached Resolution Authorizing the City Manager to Enter Professional Service Agreement with Gareth Curtiss. Approval will authorize the Artist to commence with design and construction of the Statue.

The contract has not been signed but it is intended the Artist will be available to sign the agreement on September, 2 2008.

URBAN RENEWAL AGENCY, CITY OF KEIZER, STATE OF OREGON

Resolution UR2008- _____

**AUTHORIZING THE CITY MANAGER TO ENTER PROFESSIONAL SERVICES
AGREEMENT WITH GARETH CURTISS FOR CONSTRUCTION OF THOMAS DOVE
KEIZUR MEMORIAL STATUE AT KEIZER CIVIC CENTER**

**WHEREAS, on May 19, 2008 the Keizer Urban Renewal Agency approved
a Request for Proposals for an artist to design and construct a life-sized statue
of the City's name sake, Thomas Dove Keizur to be installed in the north plaza
of the new Civic Center;**

**WHEREAS, fourteen proposals were received by the July 18, 2008
deadline. A Thomas Dove Keizur Memorial Statue Task Force was established
to review the proposals and interview the finalist;**

**WHEREAS, after review of the proposals and interview of the finalists,
the Thomas Dove Keizur Memorial Statue Task Force has recommended the
Keizer Urban Renewal Agency select Artist Gareth Curtiss from Olympia,
Washington to design, construct, and install the life-size statue in the north
plaza of the Keizer Civic Center; NOW, THEREFORE,**

**BE IT RESOLVED by the Urban Renewal Agency of the City of Keizer that
the City Manager is hereby authorized to enter into a professional services
agreement, a copy of which is attached as Exhibit "1" and by this reference**

incorporated herein, with Artist Gareth Curtiss to design, construct, and install a life-sized statue of the City's name sake, Thomas Dove Keizer in the north plaza of the Keizer Civic Center.

PASSED this _____ day of _____, 2008.

SIGNED this _____ day of _____, 2008.

Agency Chair

City Recorder

Professional Services Agreement

CITY OF KEIZER CONTRACT FOR ARTIST SERVICES FOR CONSTRUCTION OF THOMAS DOVE KEIZUR BRONZE STATUE TO BE LOCATED AT THE NORTH ENTRANCE OF THE NEW KEIZER CIVIC CENTER

This agreement, is made by and between the Keizer Urban Renewal Agency, a municipal entity of the State of Oregon (hereinafter referred to as the "Agency"), and Gareth Curtiss (hereinafter referred to as "Artist") on September 2, 2008.

WHEREAS, the Agency has authorized the production of a statue to memorialize Keizer founder Thomas Dover Keizur on a Morgan horse (hereinafter referred to as "Statue") and authorizes the City Manager to select the artist and suitable site for the work of art; and

WHEREAS, the Agency's funds have been allocated for the selection, construction and placement of artwork to be located at the North entrance of the New Keizer Civic Center, 930 Chemawa Rd. NE; and

WHEREAS, the Artist was selected by the Thomas Dove Keizur Memorial Statue Task Force (hereinafter referred to as the "Task Force") and approved by the Agency through established procedures; and

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

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

1. **SCOPE OF SERVICES.** The Artist agrees to design, construct and install the Statue of Thomas Dove Keizur on a Morgan horse in accordance with the issued Request For Proposal (Exhibit A) and the following specifications:
 - a. Prepare concept drawing (if desired) suitable for marketing in the form of lithograph print.
 - b. Prepare a 24 inch clay maquette suitable for casting in bronze. The Task Force will review and accept the clay maquette before the Artist proceeds.
 - c. Create a life-size clay statue of the likeness of Thomas Dove Keizur on a Morgan Horse.
 - d. Mold and cast a life-size statue in bronze that conforms to the life-size clay statue using the artist's own facility or that of a reputable commercial establishment. The artist will offer the Task Force a choice in color of bronze.
 - e. Design and construct a pedestal/base in such a way as to accept the bronze statue. It will be constructed of a durable material and faced with granite. The pedestal design, dimensions, and weight must be submitted to the Task Force for approval.
 - f. The base of the statue should be constructed in such a way as to receive two large plaques, or inscribed areas. One such inscribed area or plaque will briefly tell the story of Thomas Dove Keizur and the other should honor the armed services. In addition, the base should be able to receive 6 additional 12-inch tall oval service shields representing the 5-primary armed services and the Oregon National

Guard. The Artist will work with the Task Force to develop the proper language for the plaques to be delivered with the finished statue.

- g. Upon completion, the Artist will provide the maquette in bronze to the Agency.
 - h. In addition, the Artist will provide bi-weekly updates on the progress of the Statue construction. The updates will be made through email and photographs.
 - i. With adequate notification, the Artist will allow the Task Force and City of Keizer representatives to visit the Artist's foundry/gallery during the construction phase of the Statue.
2. AGENCY RESPONSIBILITIES. The Urban Renewal Agency shall provide the following services:
- a. Ensure swift and timely handling and payment of all invoiced work provided by the artist.
 - b. Organize and oversee the necessary site preparation for the installation of both the finished bronze statue and base.
 - c. Provide language and other information necessary for the Artist to create bronze plaques as specified above.
 - d. Facilitate in any other fashion which is reasonable in order for the Artist to carry out the terms of the contract.
 - e. Handle all facets of fundraising and financial matters necessary for the creation of the statue and base.
3. PERFORMANCE OF SERVICES. The services of the Artist will begin upon receipt of written notice to proceed with design phase by the City Manager or his designated representative and shall proceed to completion.
4. TIME FOR PERFORMANCE. The work shall be completed on or before December 2, 2009.
5. COMPENSATION. The Artist shall receive compensation in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) to be paid as follows:
- a. \$50,000 upon execution of this Agreement
 - b. \$50,000 midway through the construction
 - c. \$50,000 upon completion (the Agency will consider partial early payment of this portion to compensate for base costs)
6. OWNERSHIP OF WORK/COPYRIGHT
- a. Ownership. The Statue created under this agreement shall be the property of the City of Keizer
 - b. Copyright. The Artist shall retain copyright, but shall make no exact duplications to full scale of the Statue at another location. The Artist waives photographic reproduction rights of the Statue for civic uses or other uses. Every reasonable

attempt is to be made to acknowledge the Artists authorship of the work in these reproductions. All copyright and further reproduction rights to the Statue shall remain with the Artist.

- c. Protection of Copyright. The Agency understands that the copyright to the work remains with the Artist and that the copyright is not transferred to the City unless otherwise stated in writing by the Artist. The City of Keizer is not liable for third party violation of the copyright.
 - d. Copyright Claims. Artist hereby agrees that Artist shall give City written notice prior to asserting any claim pertaining to the specific Statue referenced herein which may arise pursuant to the "Copyright Law."
7. GUARANTEE. The Artist does hereby guarantee that said work shall be free from any and all defects of any kind and nature in material, workmanship, fabrication and installation, and the Artist shall provide the necessary materials and labor for, and shall bear any expenses in connection with repair of such defects of which the artist is given written notice by the City of Keizer within two years from the date of completion. The Artist will not be responsible for damage resulting from fire, vandalism or acts of God.
8. ORIGINAL WORK. The Artist warrants that this work designed for purchase under this Agreement is a unique or original project of the Artist's creative efforts; that it is an edition of one, unless otherwise stated; and that it has not been nor will be accepted for sale or installed elsewhere.
9. LIABILITY. The Artist shall save and hold harmless the City of Keizer and its agents with respect to any damages which may be alleged to have arisen from any acts or omissions alleged to have been done during the term of this contract, and further waives any rights against the City for any and all injuries or damages alleged to have arisen during the term of this Agreement.
10. INSURANCE. The Artist, at the time the Statue and base is installed on site until completion thereof, at the Artist's sole cost and expense, shall obtain, furnish and maintain in full force and effect a liability insurance policy to protect the City against any and all claims for personal and property injury, including death, arising from the work in the amount of Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The insurance policy shall remain in effect until one year after said work of art is accepted by the City of Keizer and shall have the Mayor and Council of Keizer as named insured. A certified certificate of insurance shall be provided to the City of Keizer verifying required insurance coverage.
11. COMPLIANCE WITH LAWS. The Artist shall comply with all applicable laws, ordinances, and codes of the State of Oregon and the City of Keizer.

12. SUBCONTRACTING AND ASSIGNMENT. If any part of the construction or installation is to be done through the use of subcontractors, the City of Keizer must first approve the use of any subcontractor in writing. The City shall not unreasonably withhold the approval of any qualified subcontractor. The Artist shall not assign this Agreement without the written consent of the City.
13. CHANGES. All changes to this Agreement shall require a written agreement signed by all parties prior to any change.
14. TERMINATION. In the event this agreement is terminated by the Agency, through no fault of the Artist, the Artist is entitled to full reimbursement for all expenditures associated with the Agreement up until the date of the termination notice. In the event that this agreement is terminated by the Artist, through no fault of the City, Artist will return all funds received from the City associated with the Agreement up until the date of termination notice.
15. REMOVAL OR DISASSEMBLAGE. The Artist understands that the Art is owned by the City. As such, at some time in the future, the City may move the artwork to another location or disassemble it. If that happens, the City assumes full responsibility for the moving and reserves the right to reinstall the artwork at a different site or to dispose of the artwork as the City deems appropriate. Such a determination is the sole right of the City. However, the City will attempt to contact the Artist to obtain the Artist's views regarding relocation or disposition of the artwork.
16. DISPUTES. This Agreement is governed by the laws of the State of Oregon and all actions shall be brought in an applicable court in Marion County, Maryland.
17. ENTIRE AGREEMENT. This Agreement contains the entire offer and agreement between the parties hereto, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.
18. ADMINISTRATION OF AGREEMENT. Administration of this agreement for the PARTIES shall be accomplished by:
- | | |
|----------------------------------|-------------------|
| City of Keizer | Artist |
| Christopher Eppley, City Manager | Gareth Curtiss |
| City Hall | PO Box 11851 |
| P.O. Box 21000 | Olympia, WA 98508 |
| Keizer, OR 97307 | |

Exhibit 1

By: _____ Date: _____

Artist

By: _____ Date: _____

City Manager

Approved as to form:

By: _____ Date: _____

City Attorney



City of Keizer, Oregon Request for Proposals Life-size statue of Thomas Dove Keizur

Overview

The City of Keizer has authorized the production of a statue to memorialize Keizer founder Thomas Dover Keizur that will be placed at the entry to the new Keizer Civic Center, currently under construction. The City is seeking a qualified, experienced artist that can work with a task force comprised of members of the City Council, citizens and City staff to develop a piece of art the community can be proud of.

As a result of this Request for Proposals (RFP), the City will select a top qualifier with whom to commence contract negotiations. If negotiations are successful, the City will enter into a professional services contract with that artist and/or firm.

Scope of Services

The Thomas Dove Keizur statue: Thomas Dove Keizur and the Keizur family joined the Jesse Applegate wagon train and began their journey to Oregon in 1843. They were part of the first large migration, over 900 emigrants, to travel to Oregon via the Oregon Trail. Thomas Dove Keizur, known to his friends as TD, is credited as the father of the Oregon National Guard, leading and training the first armed militia in the Oregon territory known as the Oregon Rangers.

This statue will memorialize Thomas Dove Keizur as the City's name sake and will also serve to honor members of the armed services. In addition, the statue will recognize Keizur's proud history of military service and his status as the first commander of the Oregon Rangers, which would later become the Oregon National Guard.

The statue should be made of bronze and be a life-sized representation of Thomas Dove Keizur riding his Morgan horse. The horse should be portrayed with all four hoofs on the ground to recognize that TD Keizur died of natural causes, not in battle or having been wounded in battle at any time. The base of the statue should be constructed in such a way as to receive two large plaques, or inscribed areas. One such inscribed area or plaque will briefly tell the story of Thomas Dove Keizur and the other should honor the armed services. In addition, the base should be able to receive 6 additional 12-inch tall oval service shields representing the 5-primary armed services and the Oregon National Guard.

Please review the detailed specifications of the Thomas Dove Keizur statue:

Exhibit A

Material: The statue must be made of bronze and finished with a traditional statuary bronze patina.

Patina and Coating: The selected patina and protective coating must be easily maintained and repaired. Formulas must be provided to the City of Keizer Public Works for use during future maintenance.

Pedestal: The pedestal must be constructed in such a way as to accept the life-sized bronze statue of Thomas Dove Keizer riding his Morgan horse. It should be constructed of a durable material and faced with granite. The pedestal design, dimensions, and weight must be submitted to the task force for approval.

Inscriptions: The inscriptions on the pedestal should be carved into the stone or engraved or cast on a bronze plaque. The wording of the inscriptions will be developed by the task force and the artist will work with the task force members to finalize the design of the inscriptions in relation to size and font, etc.

Size: The statue must be a life-size representation of Thomas Dove Keizer on a Morgan Horse (see attachment).

Other Considerations: The statue and pedestal must not contain anything that could be a potential safety hazard or obstacle, such as protruding or sharp elements.

Maquette and Preparatory Drawings: The final owner of the approved maquette and other material, including any preparatory drawings, will be the City of Keizer.

Project Documentation: The artist will make and submit photographic documentation and notes describing the progress of the statue. These will be incorporated into a written report that describes the concept behind the sculpture, the specific material used, and the casting process. The report will be submitted to the City of Keizer by the time the statue is delivered to the Civic Center.

Transportation and Rigging: The artist will be responsible for transporting the finished statue and pedestal to the Civic Center. The artist must hire a professional rigging company approved by the task force to set the statue on the pedestal in the designated location and coordinate the move with the City of Keizer.

Cost: The total budget for this project is not to exceed \$150,000.

Exhibit A

RFP Content

The quote submitted must include, as a minimum, the following:

1. Describe you or your firm's background and history, including the number of years in business. Include a statement describing why your firm is qualified to perform the work outlined in this RFP.
2. Describe any and all training and experience, which qualifies you or your firm.
3. Describe the workload capacity of you and your firm and any limitations you would foresee in your ability to handle this project
4. Describe the approach you would use to communicate and coordinate with the City Manager and task force throughout the course of the project.
5. Provide up to three (3) examples of similar work you have performed.
6. Provide a minimum of two (2) client references and one (1) peer reference on who can speak on behalf of you or your firm of a positive professional reputation.
7. Provide a detailed description of costs for construction.

Investigations

The City reserves the right to conduct appropriate investigations into the background, previous experience and training, financial affairs and related matters of any firm or individual under consideration for a contract resulting in successfully completing the RFP process. Said investigations may include, but are not limited to, credit reports, submission of audited financial statements, communication with principal clients, as appropriate, relating to the ability of your firm to successfully perform the duties and responsibilities of a facility planning consultant.

Evaluation of Requests for Proposals & Selection

The City reserves the right to accept or reject any or all submissions in the best interest of the City. In connection with the evaluation, the City may, at its option, invite one or more applicants to make an oral presentation to the task force and/or City Staff at a time and location to be announced, and may require the submission of supplemental material intended to substantiate or clarify information previously submitted.

A selection committee consisting of appointed task force members will evaluate Request for Proposals submissions on the following criteria (not in ranked order).

1. Meets all qualifications and requirements identified in this RFP.
2. Includes complete and clear responses to items in the **RFP Content** section.
3. Breadth and relevance of experience in bronze sculpting.

Exhibit A

4. The professional reputation on the part of the applicant or firm for providing high-quality services and demonstrating sound judgment, integrity, and reliability as determined by a thorough and complete background check.
5. Demonstrated expertise in bronze sculpting.
6. Adequate range of services offered by the firm.
7. Demonstration of workload capacity and a level of experience commensurate with the level of service required by the City.
8. The applicant's ability to work cooperatively with the task force, Assistant to the City Manager, City employees and members of the business community and general public as demonstrated by positive current client references.
9. Cost of completing the project.
10. Supplemental information submitted by the applicant.
11. Effective depiction of the likeness of Thomas Dove Keizur
12. Results of the interview, if conducted.

Submittal Deadline

One (1) original and eight (8) copies of the submission, clearly marked "Statement of Proposal to Provide Life-Size Statue of Thomas Dove Keizur" must be received by **3:00 p.m., July 18th, 2008.**

Deliver to:

**Kevin Watson
Assistant to the City Manager
City of Keizer
930 Chemawa Road, NE
PO Box 21000
Keizer, OR 97307-1000**

Submissions received after that date and time will not be accepted or considered.

Questions regarding responses to this RFP or requests for general information regarding the City of Keizer should be directed to Kevin Watson, Assistant to the City Manager, City of Keizer, at (503) 390-3700.

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY, CITY MANAGER
NATE BROWN, COMMUNITY DEVELOPMENT DIRECTOR

FROM: SAM LITKE, SENIOR PLANNER

SUBJECT: Landscape Grant Application for the 4600 Block of River Rd N.

BACKGROUND:

On Wednesday, August 27th the Keizer Urban Renewal Board unanimously approved a grant request submitted by Jack Strickfaden for frontage improvements along property located along the east side of River Road. The proposed work includes removal and relocation of the existing curb-side sidewalk along River Road with a planting strip between the curb and the sidewalk. The length of the frontage along River Road is approximately 61 feet and 176 feet along Dietz Road for a total of 237 feet of frontage. The new sidewalk will be 6 feet wide along River Road and 5 feet wide along Dietz Road. There will be a stamped colored sidewalk at the intersection of River and Dietz Street trees will be planted in the new planting strip. The relocated sidewalk will be placed within an easement to be granted to the city for public use. A site plan has been attached for your reference. (Attachment 1)

KURB has recommended that it is appropriate that 100% reimbursement be applied only to the frontage along River Road but only a 50% reimbursement along the Dietz Road frontage be awarded. The reduction for the Dietz Road frontage took into consideration that the required improvements will be located within the city's right of way not requiring the granting of any easements and that the developer should bear some of the expense associated with providing the improvements along Dietz Road. Allowing for some level of city participation recognized that the level of landscaping will far exceed the level that might otherwise be provided and the separated sidewalk will enhance safety concerns in this area.

Four bids for concrete work and four bids seeking to do the landscaping element were reviewed. The bids were used to determine the level of involvement of urban renewal funding. Upon approval of this request, staff will work with the property owner to work towards completion of the project.

KURB recommended the following conditions apply to this grant request:

1. That Urban Renewal funding be limited to a maximum of \$18,471 and a contingency not to exceed \$3,000 be authorized.

2. Work shall commence within one year from the date of the grant decision.
3. Improvements funded by KURB and Urban Renewal Agency shall be maintained by the property owner in good order for a period of 5 years. Failure to adequately maintain funded grant project may result in City taking civil enforcement or contracting for necessary maintenance work and billing property owner.
4. Applicant shall show evidence of insurance coverage for the grant funded improvements to not less than the value of the improvements.
5. Applicant shall obtain all necessary permits
6. Applicant shall comply with any terms or conditions of approval for the grant.
7. All work approved by this grant must be completed within 1 year.
8. Applicant shall submit verification of expenses for work seeking reimbursement.
9. Reimbursement shall not exceed funded amount.
10. All contractors shall be licensed by the State of Oregon.
11. Project shall display signage indicating Urban Renewal Agency funding.
12. Project shall include detailed plans with the application.
13. Project shall be constructed to approved plans.
14. Any significant changes shall require KURB review and approval.
15. Applicant shall sign a grant agreement with the City before work begins.
16. City shall hold back 10% of any reimbursement funds until a close-out report is presented to KURB and KURB authorizes final payment.
17. City shall review and approve project plans. Any change of work orders shall require City approval.
18. This grant does not cover any additional improvements along Dietz that may be required by Public Works.

RECOMMENDATION:

Staff recommends the Urban Renewal Agency approve a sidewalk and landscape grant to Jack Strickfaden for the improvement of the property in the amount of \$18,471 with a contingency of \$3,000, together with the conditions outlined in the staff report.

URBAN RENEWAL AGENCY MEETING: September 2, 2008

AGENDA ITEM NUMBER: _____

TO: URBAN RENEWAL AGENCY

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: KEIZER ART WALK PROJECT

The Keizer Chamber of Commerce has been working for some time on the Keizer Art Walk project. This project will involve placing art pieces (primarily sculptures) at visible places in the City. Locations currently under consideration are Staats Lake (north of River Road/Lockhaven intersection), Willamette Valley Bank, Keizer Veterinary Clinic and Keizer Plaza.

The Chamber, via a new organization, Keizer Public Art, would be responsible for the selection of the art work. The City would have no involvement in that aspect, and I would advise that the City not get involved for constitutional reasons.

The City would enter into two to five year license agreements with the property owners (primarily on River Road) to allow placement of the art work. The City would construct a concrete pad and steel plating, and rent a small crane to place the sculptures. The Public Works Director estimates this one-time cost at a maximum of \$1,600 per location. The City would insure the art work at a nominal cost under its insurance policy. One of the primary reasons for the City's involvement is that the Chamber's insurance will not cover such art work.

The City would lease each piece of art work for \$500 per year. However, that expense would be paid to the City by Keizer Public Art in advance.

RECOMMENDATION:

Adopt the attached Resolution authorizing expenditure for Art Walk project in locations described above in an amount not to exceed \$1,600 per art piece and authorizing the City Manager to enter into appropriate licenses with the affected property owners and leases with artists. Other locations would have to be approved by the Urban Renewal Agency in advance.

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

ESJ/tmh
attachment

1 URBAN RENEWAL AGENCY, CITY OF KEIZER, STATE OF OREGON

2 Resolution UR2008-_____

3 AUTHORIZING EXPENDITURE FOR ART WALK
4 PROJECT; AUTHORIZING CITY MANAGER TO
5 ENTER INTO LICENSES AND LEASES
6

7 WHEREAS, the Keizer Chamber of Commerce, via Keizer Public Art
8 Association, is producing the “Keizer Art Walk” project;

9 WHEREAS, the Chamber has requested the City assist in this endeavor by
10 entering into certain property license agreements for placement of art and insuring such
11 art work;

12 WHEREAS, in conjunction with the Urban Renewal Plan and the River Road
13 Renaissance project, it is appropriate to spend Urban Renewal funds in this endeavor;

14 NOW, THEREFORE,

15 BE IT RESOLVED by the Keizer Urban Renewal Agency that the expenditure of
16 up to \$1,600 per art piece placement for no more than four (4) placements is authorized
17 and the City Manager is authorized to enter into appropriate licenses with the affected
18 property owners and appropriate leases with the individual artists. The City Manager is
19 also authorized to insure such art pieces under the City’s insurance policy.

20 BE IT FURTHER RESOLVED by the Keizer Urban Renewal Agency that the
21 Chamber/Keizer Public Art shall pay the artist lease payments to the City in advance.

22 ///

1 BE IT FURTHER RESOLVED that the four locations shall be Staats Lake (north
2 of River Road/Lockhaven intersection), Willamette Valley Bank, Keizer Veterinary
3 Clinic and Keizer Plaza and that additional locations shall require the approval of the
4 Agency.

5 PASSED this _____ day of _____, 2008.

6 SIGNED this _____ day of _____, 2008.

7

8

9

Agency Chair

10

11

12

City Recorder



MINUTES
KEIZER URBAN RENEWAL AGENCY
Monday, August 4, 2008
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER Agent Christopher called the session to order at 6:47 p.m. Roll Call was taken as follows:

Present:

Lore Christopher
Richard Walsh
Jacque Moir
Cathy Clark
Brandon Smith
David McKane
Absent:
Jim Taylor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Kevin Watson, Assistant to the City Manager
Rob Kissler, Public Works Director
Nate Brown, Community Development Director
Marc Adams, Police Chief
Debbie Lockhart, Deputy City Recorder

**PUBLIC
TESTIMONY**

None

**PUBLIC
HEARING**

None

**ADMINISTRATIVE
ACTION**

**a. Approval of
Landscape/
Sidewalk
Improvement
Grant for 4669
River Road
(Sherwin
Williams Paint
Store/Wells
Fargo Bank)**

Community Development Director, Nate Brown, reported that the Keizer Urban Renewal Board on July 23 had approved this grant and recommended it for Agency approval. He explained that three bids were submitted and reviewed. The KURB recommendation is to approve the low bid which was \$36,149. However, the sidewalk was found to be only 5 feet wide instead of 6 so the amount will need to be increased by \$2,200. KURB also recommended that the cost of two benches be included in this grant which will bring the total of the request to \$41,707.72.

Mr. Brown then fielded questions regarding parking and matching funds. He added that Wells-Fargo is being encouraged to take advantage of the façade improvement grant and update the building exterior.

Agent Walsh moved approve a sidewalk and landscape grant to Team Management, LLC for the improvement of the Sherwin-Williams and Wells Fargo Bank properties in the amount of \$41,707.72 with the conditions outlined in the staff report. Agent Smith seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Smith, McKane, Moir and Clark (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Taylor (1)

CONSENT CALENDAR

a. Approval of July 21, 2008 Agency Minutes

Agent Christopher moved to approve the Consent Calendar. Agent Walsh seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Smith, McKane, Moir and Clark (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Taylor (1)

ADJOURNMENT The meeting was adjourned at 6:55 p.m.

APPROVED:

Lore Christopher, Chair

Debbie Lockhart, Deputy City Recorder

AGENCY MEMBERS

David McKane

Jacque Moir

~ Absent ~

Jim Taylor

Cathy Clark

Brandon Smith

Richard Walsh

Minutes approved:

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

AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Tuesday, September 2, 2008

7:00 p.m.

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

1. ALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. 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.

5. PUBLIC HEARINGS

6. ADMINISTRATIVE ACTION

7. CONSENT CALENDAR

a. Approval of August 11, 2008 Work Session Minutes

8. COMMITTEE REPORTS

a. Appointment to the Keizer Planning Commission (John Rizzo)

b. Appointments to the Keizer Budget Committee (Terry Gordon, David Dempster, and Sandi King)

c. Appointment to the Storm Water Advisory Committee (Toni Whitler)

d. Appointment to Keizer Bikeways Committee (David Dempster)

9. **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.

a. New Business or Old Business Issues

10. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications.

11. **AGENDA INPUT**

September 8, 2008

5:45 p.m. City Council Work Session

- Parks SDC Methodology

September 15, 2008

7:00 p.m. City Council Meeting

- Keizer Development Code Text Amendments for Electronic Message Signs Public Hearing (cont from 8-4-08)

October 6, 2008

7:00 p.m. City Council Meeting

12. **ADJOURNMENT**



MINUTES
KEIZER CITY COUNCIL/PARKS ADVISORY BOARD
WORK SESSION

Monday, August 11, 2008
Keizer City Hall, Council Chambers
Keizer, Oregon

CALL TO ORDER The Work Session convened at 5:30 in the Council Chambers with the following present:

Councilors:

Lore Christopher, Mayor
Richard Walsh, Council
President (5:45)
Cathy Clark, Councilor
Jim Taylor, Councilor
Brandon Smith, Councilor
David McKane, Councilor
Jacque Moir, Councilor

Parks Advisory Board:

Marlene Quinn
Garry Whalen
Rick Day
David Philbrick
Clint Holland
Dennis Koho
Jeanne Bond-Esser
Christine Dieker

Also Attending:

Mark & Chris Caillier
Rich Ford

Staff:

Rob Kissler, Public Works
Terry Witham, Parks
Robert Johnson, Parks
Debbie Lockhart, Deputy City
Recorder

**Wallace House
Park**

Members viewed this park first, walking to various parts and discussing placement of the proposed basketball court and play structure and park boundaries. An urgent need to remove ivy and blackberries was noted to preserve the trees and prevent the park being overrun by the vines. Some discussion took place proposing a fort-like play structure to maintain the historical nature of the park.

**Keizer Rapids
Park**

Park improvements were discussed with the special attention to the kiosk donated by Mid-Valley Family Physicians. Members provided positive feedback on the fire hydrants placed in the dog parks; the proposed area to be covered with the paw pavers was pointed out; and members walked to the amphitheater to view construction progress. A request was made for picnic tables and increased seating in the dog park area.

Bair Park

Park staff pointed out that the park had been cleared and flattened but now it is filling up again with vegetation. It was noted that areas need to be defined for development and cleared of all vegetation. Discussion took place regarding asphalt trails, tree restoration, picnic areas and a plan to kill the ivy.

**Country
Glen/Hidden
Creek Park**

Attendees viewed the flood mitigation and discussed the Curley's Dairy wetlands and ownership. They viewed the sewer easement that might possibly be used for a bike path connecting three neighborhoods.

City Hall Gazebo The tour concluded at City Hall where Vice Chair Garry Whalen thanked Councilors for their participation and reminded them of the regular Parks Advisory Board meeting scheduled for the next day. Discussion took place regarding the plans for that meeting. Everyone was reminded parks are for all the citizens of the City, not just those living nearby. Mayor Christopher reiterated the need for removal of ivy and blackberries from area parks, particularly Wallace House Park.

Clint Holland noted that he would be requesting that the amphitheater at Keizer Rapids Park be named Keizer rotary Amphitheater at the next Parks Board meeting. Christine Dieker suggested that practice soccer fields be setup at the Country Glen/Hidden Creek Park.

ADJOURNMENT Meeting adjourned at 8:10 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Richard Walsh

Councilor #3 – Jacque Moir

Councilor #6 – James Taylor

Minutes approved:

CITY COUNCIL MEETING: September 2, 2008

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: KEIZER PLANNING COMMISSION APPOINTMENT

ISSUE:

On April 15, 2008 Kevin Baker submitted his resignation from position #4 on the Keizer Planning Commission. Mr. Baker was serving a three year term scheduled to expire on September 30, 2008. On July 21st, 2008 the City Council received a recommendation from the Volunteer Coordinating Committee to appoint Bill Wolf to fill this vacancy. The Motion to appoint Mr. Wolf failed 3-4 and a subsequent motion was made to refer the matter back to the Volunteer Coordinating Committee for further review of the applications.

At the August 21st meeting of the Volunteer Coordinating Committee, the three remaining applications were reviewed. The Committee voted to recommend the appointment of John Rizzo to fill the vacancy on the Planning Commission.

As outlined in the Volunteer Coordinating Committee Process for Appointments, when the current term is less than three months, the Committee will recommend the appointment to complete the current term and the next consecutive term.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint John Rizzo to position #4 on the Keizer Planning Commission. This appointment shall expire on September 30, 2011.

CITY COUNCIL MEETING: September 2, 2008

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: KEIZER BUDGET COMMITTEE APPOINTMENTS

ISSUE:

On August 30, 2008 the Budget Committee terms of Terry Gordon, Jim Gores, and Steven Johnson will expire. A media release was distributed and three volunteer applications were received. At the August 21st meeting of the Volunteer Coordinating Committee, applications were reviewed and a motion was made to recommend the appointments of Terry Gordon, David Dempster, and Sandi King.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Terry Gordon to position #4, David Dempster to position #3, and Sandi King to position #5 on the Keizer Budget Committee, each for a term of three-years.

CITY COUNCIL MEETING: September 2, 2008

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: KEIZER STORM WATER ADVISORY COMMITTEE

ISSUE:

In May, the Keizer City Council created a Storm Water Advisory Committee to serve in an advisory capacity to the City in development of the Storm Water Program. Several of the positions on the Committee are direct/specific area appointments with the exception of two citizen-at-large positions. A media release was distributed and one application was received. At the August 21st meeting of the Volunteer Coordinating Committee, the application was reviewed and a motion made to recommend the appointment of Toni Whitler to fill a citizen-at-large position.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Toni Whitler to a citizen-at-large position on the Keizer Storm Water Advisory Committee.

CITY COUNCIL MEETING: September 2, 2008

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: KEIZER BIKEWAYS COMMITTEE APPOINTMENT

ISSUE:

On June 20, 2008 Lawrence Dick resigned from position #2 on the Keizer Bikeways Committee. Mr. Dick was serving a three-year term scheduled to expire in December, 2010. A media release was distributed and one volunteer application was received. At the August 21st meeting of the Volunteer Coordinating Committee, the application was reviewed and a motion was made to recommend the appointment of David Dempster to fill this vacancy.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint David Dempster to position #2 on the Keizer Bikeways Committee.