

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

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

Monday, August 5, 2013

6:30 p.m.

Keizer Civic Center - 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 – Adopting Policies for Placement of Informational Signs at the Focal Point

b. RESOLUTION - Dissolving the Keizer Urban Renewal Board (KURB) Repealing UR2005-089, UR 2009-122, and UR2010-136

6. CONSENT CALENDAR

a. Approval of June 3, 2013 Urban Renewal Agency Minutes

7. OTHER BUSINESS

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

8. AGENDA INPUT

9. ADJOURN

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

URBAN RENEWAL AGENCY MEETING: August 5, 2013

AGENDA ITEM NUMBER: _____

TO: URBAN RENEWAL AGENCY

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: RESOLUTION ADOPTING POLICIES FOR PLACEMENT OF INFORMATIONAL SIGNS AT THE FOCAL POINT

On June 21, 2013, KRA, LLC (Clint Holland) requested permission to place an information sign at the Focal Point located at the corner of River Road and Chemawa Road. Staff reviewed the sign code to determine what process should be allowed to consider the request. The sign code sets forth regulations relating to the size, placement, type of sign, and duration of temporary sign placements within the City. It was determined that banners must be placed on permanent structures. Permanent footings have been installed at the Focal Point and such permanent footings have been deemed to comply with the requirement of a permanent structure.

The Keizer City Council considered the matter at its July 1, 2013 meeting and directed staff to prepare a Resolution adopting policies relating to the use of the Focal Point and granting KRA, LLC permission to place the sign announcing the summer concert series. KRA, LLC was allowed to place the sign forty-eight (48) hours prior to the event and removing it no later than twenty-four (24) hours after the event.

Clint Holland was unable to make the July 1, 2013 meeting and this matter was re-visited at the July 15, 2013 Council meeting. Clint indicated that placing the sign forty-eight (48) hours prior to the event was not enough time. The City Council reconsidered the matter and directed staff to return at the August 5, 2013 meeting with policies that included the provision that City-partnered programming events with KRA, LLC will be allowed up to sixty (60) days as needed for the City-partnered events and that the remaining sixty (60) days allowed under the sign code shall be granted in periods of usage not to exceed one week per event.

While developing the policies for placement of information signs at the Focal Point, it was determined that the Focal Point was purchased by the Urban Renewal Agency and therefore the Urban Renewal Agency should adopt the policies relating to this matter. I have attached the July 1, 2013 staff report, excerpts from the July 1, 2013 City Council minutes and excerpts from the draft July 15, 2013 City Council minutes for your convenience.

I have also attached a Resolution adopting the policies as suggested by staff for your consideration.

RECOMMENDATION:

Adopt the attached Resolution Adopting Policies for Placement of Informational Signs at the Focal Point.

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

ESJ/tmh

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

2
3 Resolution UR2013-____

4
5
6 ADOPTING POLICIES FOR PLACEMENT OF
7 INFORMATIONAL SIGNS AT THE FOCAL POINT
8

9
10 WHEREAS, the sign code sets forth regulations with regard to the size,
11 placement, type of sign, and duration of temporary sign placement within the City of
12 Keizer;

13 WHEREAS, individuals and groups make requests to place temporary
14 informational signs at the Focal Point located at the corner of River Road and Chemawa
15 Road;

16 WHEREAS, the Focal Point is owned by the Urban Renewal Agency;

17 WHEREAS, permanent footings have been installed at the Focal Point to support
18 a sign structure that can be installed and removed;

19 WHEREAS, the permanent footings have been deemed to comply with the
20 requirement of a permanent structure so that temporary signs may be attached;

21 WHEREAS, the Urban Renewal Agency desires to adopt a policy that allows
22 standards and guidance for the allowance of placement of temporary informational signs
23 at the Focal Point;

24 NOW, THEREFORE,
25

1 BE IT RESOLVED by the Urban Renewal Agency of the City of Keizer adopts
2 the policy relating to the placement of temporary informational signs at the Focal Point
3 as attached in Exhibit "A" and by this reference incorporated herein.

4
5 PASSED this _____ day of _____, 2013.

6
7 SIGNED this _____ day of _____, 2013.

8

9

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11

12

13

14

Agency Chair

City Recorder

EXHIBIT “A”

The following applies for requests for placement of temporary signs at the Focal Point located at Chemawa Road and River Road:

1. The information should be for public event purposes and not commercial purposes.
2. Signs must be limited in duration to comply with the ordinance requirement of no more than 120 total days of display per calendar year.
3. Signs must comply with all requirements of the Keizer Development Code, including, but not limited to sign material, type and size.
4. City-partnered programming events with KRA, LLC will be allowed up to sixty (60) days per calendar year for the City-partnered events.
5. The remaining sixty (60) days per calendar year shall be granted in periods of usage not to exceed one week per event, with the Community Development Director determining when the sign may be placed and when the sign must be removed.
6. Placement of signs for other than City-partnered/KRA, LLC events shall be on a first come, first served basis. City-partnered/KRA, LLC events have preference when considering placement. KRA, LLC shall provide the times of sign placement by June 1 each year.
7. Sign permission may be granted, denied, or conditioned by the Community Development Director (Director) of the City of Keizer or his designee as follows:
 - a. A letter of request and documentation showing a public purpose is provided to Director. Such letter of request and documentation must be received by the Director no less than twenty-one (21) days prior to the date of the event.
 - b. The Director shall grant, deny, or condition the request within five (5) days after the date of receipt of the request/documentation.
 - c. If the request is denied, the requester may send a letter to the City Recorder requesting that the matter be set before the Urban Renewal Agency of the City of Keizer. Such letter must be physically received by the City Recorder within five (5) days after the denial was issued. The City Recorder shall schedule a meeting of the Urban Renewal Agency of the City of Keizer on the same day as the next City Council meeting and place the request for reconsideration of the denial before the Board. The decision of the Urban Renewal Agency of the City of Keizer will be final.

URBAN RENEWAL AGENCY MEETING: August 5, 2013

AGENDA ITEM NUMBER: _____

TO: URBAN RENEWAL AGENCY

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RESOLUTION DISSOLVING THE KEIZER URBAN
RENEWAL BOARD (KURB)**

It was recommended by the committee on committees (Councilors Jim Taylor, Joe Egli, and Cathy Clark) to combine the Keizer Urban Renewal Board (KURB) and the River Road Renaissance and their missions, eliminating repetitive liaisons with other committees and to rename the committee to reflect new and expanded purpose and mission. However, at this time, KURB is missing members and does not have any function due to Area A Local Improvement District obligations. Therefore, staff recommends dissolving KURB. A proposed Resolution dissolving KURB is attached for consideration.

At its February 4, 2013 meeting, the Agency directed staff to bring the matter of dissolving the Keizer Urban Renewal Board (KURB) back at the April 1, 2013 meeting for consideration. The Agency wanted to wait until after goal setting.

The goal setting was concluded at the City Council meeting on March 18, 2013. One of the Short Term Goals adopted is to create a business advisory committee. At about that time, staff attended the Keizer Chamber Governmental Affairs Committee (EDGA). It was the recommendation of EDGA that the business advisory committee not be established until after Keizer's periodic review process is complete. Therefore, at the April 1, 2013 meeting, the Agency directed staff to bring back this matter at the August 5, 2013 meeting.

The City Manager has had discussions with the Chamber of Commerce regarding the Chamber creating a business advisory group which would assist existing and proposed businesses in the City with contacts, real estate information, financing information, etc. From Chris' discussions with Christine Dieker, he relayed the following comments:

- Chamber has agreed to be the go to agency and act as a contact point for new potential businesses and economic development opportunities investigating the area.
- The Chamber will act as a clearing house for information about the community and economic data like commercial lots available, lenders, school information, City information, etc.

- The Chamber will orchestrate community partner “get together” meetings with potential new economic development opportunities, pulling together a broad group of pertinent parties from the community including City officials, realtors, lenders, builders, etc. as a “one stop shop” for potential new businesses.
- The Chamber has agreed, in principle, to develop an annual summit and report with data and information being presented by similar parties as listed above and to make the report available to Chamber members (including the City) and to post the report on their web site for public consumption.
- The Chamber is willing to explore other roles as they relate to creating a single, “one-stop-shop” source of information in Keizer where new economic development opportunities, the City, and Chamber Members can go to for local and regional economic and economic-development information.

These functions seem to closely reflect what the Council discussed in regards to creating an economic development committee to provide information to the City from time to time on potential projects and for planning purposes. It would seem to be a duplication of efforts for the City to develop a similar or identical standing committee on the same nature.

It is anticipated that the Chamber will formally create the group discussed above. It appears that there would be no immediate need for the Keizer Urban Renewal Board (KURB) and that Board can be dissolved.

RECOMMENDATION:

Adopt the attached Resolution Dissolving the Keizer Urban Renewal Board (KURB); Repealing Resolutions UR2005-089, UR2009-122, and UR2010-136.

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

ESJ/tmh

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

2
3 Resolution UR2013-____

4
5 DISSOLVING THE KEIZER URBAN RENEWAL BOARD (KURB);
6 **REPEALING RESOLUTIONS UR2005-089, UR2009-122, AND**
7 **UR2010-136**
8

9 WHEREAS, the Urban Renewal Agency formed the Keizer Urban Renewal
10 Board (KURB) by adoption of Resolution UR2005-089;

11 WHEREAS, the Urban Renewal Agency amended such board by Resolutions
12 UR2009-122 and UR2010-136;

13 WHEREAS, the Urban Renewal Agency has considered the matter and wishes to
14 dissolve the Keizer Urban Renewal Board (KURB);

15 NOW, THEREFORE,

16 BE IT RESOLVED by the Urban Renewal Agency of the City of Keizer that the
17 Keizer Urban Renewal Board (KURB) is hereby dissolved.

18 BE IT FURTHER RESOLVED by the Urban Renewal Agency of the City of
19 Keizer that Resolutions UR2005-089, UR2009-122, and UR2010-136 are hereby
20 repealed in its entirety.

21 PASSED this _____ day of _____, 2013.

22 SIGNED this _____ day of _____, 2013.

23
24 _____
25 Agency Chair

26
27 _____
28 City Recorder



MINUTES
KEIZER URBAN RENEWAL AGENCY
Monday, June 3, 2013
Keizer Civic Center
Keizer, Oregon

CALL TO ORDER

Chair Christopher called the session to order at 6:33 p.m. Roll Call was taken as follows:

Present:

Lore Christopher, Chair
Cathy Clark
Jim Taylor
Marlene Quinn
Dennis Koho

Absent:

Joe Egli
One Position Vacant

Staff:

Chris Eppley, City Manager
Susan Gahlsdorf, Finance Director
Shannon Johnson, City Attorney
Nate Brown, Community Development
Marc Adams, Police Chief
Bill Lawyer, Public Works Director
Tracy Davis, City Recorder

**PUBLIC
TESTIMONY**

None

PUBLIC HEARING
a. RESOLUTION –
Adopting FY
2013-2014
Urban Renewal
Agency
Budget, Making
Appropriations,
and Declaring
Tax Increment

Finance Director Susan Gahlsdorf reported that the Budget Committee had passed the Budget on May 7 at a meeting that included a public hearing to receive additional citizen input, make allowed adjustments and adopt the Budget for FY 2013-2014. She reviewed the adjustments allowed by Oregon law adding that the budget must be approved by June 30, 2013. Additionally interagency/intergovernmental agreements are in place with eight taxing jurisdictions that are restrictive on how urban renewal funds can be used and the ninth amendment further restricts the use of the funds. Staff recommends approval.

Agent Christopher opened the Public Hearing. Hearing no testimony, Agent Christopher closed the Public Hearing.

Agent Taylor moved to approve a Resolution Adopting FY 2013-2014 Urban Renewal Agency Budget, Making Appropriations, and Declaring Tax Increment. Agent Clark seconded.

Agent Taylor recused himself because there is a portion of this dealing with the Rawlins property and his step children are related to the Rawlins family.

Motion passed as follows:

AYES: Christopher, Clark, Koho, and Quinn (4)

NAYS: None (0)

ABSTENTIONS: Taylor (1)

ABSENT: Egli with one position vacant (2)

**ADMINISTRATIVE
ACTION**

None

**CONSENT
CALENDAR**

A. Approval of April 1, 2013 Urban Renewal Agency Minutes

Agent Christopher moved for approval of the Consent Calendar. Agent Clark seconded. Motion passed as follows:

AYES: Christopher, Taylor, Clark, Koho, and Quinn (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Egli with one position vacant (2)

OTHER BUSINESS

None

ADJOURNMENT

With no further business the meeting was adjourned at 6:42 p.m.

APPROVED:

Lore Christopher, Chair

Debbie Lockhart, Deputy City Recorder

AGENCY MEMBERS

Dennis Koho

Cathy Clark

Vacant

~ Absent ~

Joe Egli

Marlene Quinn

Jim Taylor

Minutes approved:_____

AGENDA

KEIZER CITY COUNCIL **REGULAR SESSION**

Monday, August 5, 2013

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL 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**

- a. Keizer Rapids Park – Possible Uses for Charge House
- b. **RESOLUTION** - Dissolving Keizer Little League Park Task Force
- c. **RESOLUTION** - Dissolving the River Road Renaissance Advisory Committee; Repealing R2005-1566

7. **CONSENT CALENDAR**

- a. **RESOLUTION** – Approving City Engineer Report for Aldine Meadows Street Lighting Local Improvement District
- b. **RESOLUTION** – Authorizing the City Manager to Execute City of Keizer Street and Right of Way Landscape Maintenance Services Contract with Spruce Villa, Inc.
- c. Approval of July 8, 2013 Work Session Minutes

d. Approval of July 15, 2013 Regular Session Minutes

8. COMMITTEE REPORTS

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
 - [Focal Point Sign Policy](#)

10. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

11. AGENDA INPUT

August 12, 2013

5:45 p.m. – City Council Work Session

- Canceled

August 19, 2013

7:00 p.m. – City Council Meeting

September 3, 2013 (Tuesday)

7:00 p.m. – City Council Meeting

12. ADJOURNMENT

CITY COUNCIL MEETING: August 5, 2013

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: KEIZER RAPIDS PARK – POSSIBLE USES FOR CHARGE HOUSE

Following the presentation by Rick Day at the last Council meeting, the Council indicated they wanted further information about the use of the Charge house near the Keizer Rotary Amphitheatre.

A you know, the City purchased property along Chemawa Road from Mrs. Charge, Mr. and Mrs. Buchholz, and Mr. and Mrs. Buchanan. These properties along with the property leased from the State of Oregon, Parks and Recreation Department commonly known as Beardsley Bar along the Willamette River make up Keizer Rapids Park.

The City Council adopted the Keizer Rapids Park Master Plan in October 2006. The Master Plan shows the location proposed for the road to the boat ramp, the Charge house as the Caretaker facility, and another building next to it as an Education Center. The Buchanan house is shown as a Future Education Facility. Other planned features are also included on the plan. A copy of the map (Page 27) is attached for your convenience.

The Keizer Rapids Park Master Plan was approved by Marion County and a Conditional Use permit was granted on December 13, 2006. As conditioned by the County, the City entered into an Intergovernmental Agreement for Annexing a Portion of Keizer Rapids Park and a Memorandum of Understanding for providing law enforcement services at Keizer Rapids Park.

From the time of approval of the Keizer Rapids Park Master Plan, the City has made some deviations from the proposed plan as shown on the map. These changes are comprised of the addition of a Disc Golf Course, the relocation of the road to the boat ramp, and a pathway from Tate Avenue into Keizer Rapids Park. In addition, the Charge house was not habitable and the caretaker was moved into the Buchanan house.

Recently, the Council formed the Keizer Rapids Park Community Build Project Task Force to research the feasibility of development of a community playground at Keizer Rapids Park, to recommend placement of the community playground with the Park, and to develop a plan and strategy for building the community playground.

Master Plans are developed as conceptual plans and are subject to deviations. The Keizer Rapids Park Master Plan indicates:

The actual development of the park may result in a number of minor deviations from this plan, however significant deviations from this plan will require an amendment to this plan.

The Keizer Parks and Recreation Advisory Board has revisited the use of the Charge house and wishes the Council to consider changing the Charge house from the caretaker residence to the education facility. At one point, there was also some discussion regarding the Charge house being used not only for the education facility, but a “greenroom.” The greenroom could be used by the users of the Amphitheatre (staging area).

Some issues for Council’s consideration when making decisions relating to the Charge house and its future use include:

1. Master Plan. The use will need to be evaluated to determine if a Master Plan amendment is required. A minor Master Plan amendment or “clean-up” will be required to change the use of the Charge house from the caretaker residence to the education facility or education facility/greenroom.
2. Use. The Council will need to determine what the appropriate use of the Charge house should be. Do you want it to be a caretaker residence, an education facility, or a combination education facility/greenroom?
3. Resources to Pay for the Project. There is a limited amount of Park SDCs that are not committed to other projects. There is approximately \$388,000.00 in the Park SDC fund and approximately \$260,000.00 already committed to other projects. Approximately \$65,000.00 is new SDC funds and must be matched with general funds to be used. Council will need to consider how best to fund any work on the Charge house if that is the direction Council determines is in the best interest of the City.
4. Continued Maintenance. If the Charge house is repurposed, it will become a facility that will have continued resource ramifications. Council will need to determine what the best course of budgeting for the maintenance of a new facility.

5. Alternatives. There are three additional alternatives for the use of the Charge house. First, is to do nothing. This is not a good option as it will further exacerbate the poor condition that the house is already in. Second, repair it and use it for additional caretakers of the park or for rental use. (Due to the proximity to the Amphitheatre, this renting of the house could be problematic. Renting would also require permission of the Charge family due to a deed restriction.) Third, demolish the house and wait until future use can be determined and/or funded. Council will need to determine if any of these courses of action are appropriate.

Prior to moving forward with rehabbing the Charge house, research will need to be conducted regarding requirements relating to septic systems, ADA standards, etc. The Charge house is currently connected to a septic system that has failed. In accordance with the Intergovernmental Agreement for Annexing a Portion of Keizer Rapids Park, the City cannot provide sanitary sewer service to lands outside of the urban growth boundary. If the Council preliminarily chooses to move forward with the repurposing of the Charge house, staff will evaluate these issues.

RECOMMENDATION:

Staff requests that the City Council considers its options and give preliminary direction on which course of action it desires. After receiving preliminary direction, staff will outline a roadmap to accomplish the Council's wishes and bring back details for further consideration.

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

ESJ/tmh

Master Plan



CITY COUNCIL MEETING: August 5, 2013

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *DISSOLVING THE KEIZER LITTLE LEAGUE PARK TASK FORCE*

The Council established the Keizer Little League Park Task Force in June 2012. The purpose of the Task Force was to make recommendations regarding management of the Keizer Little League Park, suggested use rates, required improvements and other recommendations the Task Force deemed appropriate.

The Keizer Little League Park Task Force was extended on two occasions to allow the Task Force to complete its duty and work through the budget season. The Keizer Little League Park Task Force has completed its purpose and the term automatically terminated on July 9, 2013. It appears appropriate to formally dissolve the Task Force by Resolution.

I have reviewed this matter with Councilor Taylor, and he agreed that if there is the necessity, the Task Force or a new Task Force can be reinstated.

RECOMMENDATION:

Adopt the attached resolution dissolving the Task Force with Council's thanks and appreciation.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2013-_____

4
5 DISSOLVING THE KEIZER LITTLE
6 LEAGUE PARK TASK FORCE
7

8 WHEREAS, at its June 18, 2012 City Council meeting, the City Council
9 established the Keizer Little League Park Task Force;

10 WHEREAS, the term of the Task Force has been extended by City Council action
11 on two occasions;

12 WHEREAS, the Keizer Little League Park Task Force term sunsets on July 9,
13 2013 and has completed its charge;

14 WHEREAS, the Council desires to dissolve the Task Force formally;

15 NOW, THEREFORE,

16 BE IT RESOLVED that the City Council of the City of Keizer hereby dissolves
17 the Keizer Little League Park Task Force with its sincere thanks for the work
18 accomplished.

19 PASSED this _____ day of _____, 2013.

20
21 SIGNED this _____ day of _____, 2013.
22

23
24 _____
25 Mayor
26

27 _____
28 City Recorder

CITY COUNCIL MEETING: August 5, 2013

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RESOLUTION DISSOLVING THE RIVER ROAD
RENAISSANCE ADVISORY COMMITTEE**

It was recommended by the committee on committees (Councilors Jim Taylor, Joe Egli, and Cathy Clark) to combine the River Road Renaissance Advisory Committee with the Keizer Urban Renewal Board (KURB) and their missions, eliminating repetitive liaisons with other committees and to rename the committee to reflect new and expanded purpose and mission. However, at this time, the River Road Renaissance Advisory Committee is not meeting and does not have any function due to Area A Local Improvement District obligations. Therefore, staff recommends dissolving the River Road Renaissance Advisory Committee. A proposed Resolution dissolving the committee is attached for consideration.

At its February 4, 2013 meeting, the City Council reviewed proposed format changes for various task forces, committees, and boards. The City Council pulled the proposed Resolution Dissolving the River Road Renaissance Advisory Committee. The Council wanted to wait until after goal setting and directed staff to bring the matter back at the April 1, 2013 meeting for consideration.

The goal setting was concluded at the City Council meeting on March 18, 2013. One of the Short Term Goals adopted is to create a business advisory committee. At about that time, staff attended the Keizer Chamber Governmental Affairs Committee (EDGA). It was the recommendation of EDGA that the business advisory committee not be established until after Keizer's periodic review process is complete. Therefore, at the April 1, 2013 meeting, Council directed staff to bring back this item at the August 5, 2013 meeting.

The City Manager has had discussions with the Chamber of Commerce regarding the Chamber creating a business advisory group which would assist existing and proposed businesses in the City with contacts, real estate information, financing information, etc. From Chris' discussions with Christine Dieker, he relayed the following comments:

- Chamber has agreed to be the go to agency and act as a contact point for new potential businesses and economic development opportunities investigating the area.
- The Chamber will act as a clearing house for information about the community and economic data like commercial lots available, lenders, school information, City information, etc.
- The Chamber will orchestrate community partner “get together” meetings with potential new economic development opportunities, pulling together a broad group of pertinent parties from the community including City officials, realtors, lenders, builders, etc. as a “one stop shop” for potential new businesses.
- The Chamber has agreed, in principle, to develop an annual summit and report with data and information being presented by similar parties as listed above and to make the report available to Chamber members (including the City) and to post the report on their web site for public consumption.
- The Chamber is willing to explore other roles as they relate to creating a single, “one-stop-shop” source of information in Keizer where new economic development opportunities, the City, and Chamber Members can go to for local and regional economic and economic-development information.

These functions seem to closely reflect what the Council discussed in regards to creating an economic development committee to provide information to the City from time to time on potential projects and for planning purposes. It would seem to be a duplication of efforts for the City to develop a similar or identical standing committee on the same nature.

It is anticipated that the Chamber will formally create the group discussed above. It appears that there would be no immediate need for the River Road Renaissance Advisory Committee and that Committee can be dissolved.

RECOMMENDATION:

Adopt the attached Resolution Dissolving the River Road Renaissance Advisory Committee; Repealing Resolution R2005-1566.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2013-_____

DISSOLVING THE RIVER ROAD RENAISSANCE ADVISORY
COMMITTEE; **REPEALING RESOLUTION R2005-1566**

WHEREAS, the City Council formed the River Road Renaissance Advisory
Committee by adoption of Resolution R2005-1566;

WHEREAS, the City Council has considered the matter and wishes to dissolve
the River Road Renaissance Advisory Committee;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the River Road
Renaissance Advisory Committee is hereby dissolved.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
Resolution R2005-1566 is hereby repealed in its entirety.

PASSED this _____ day of _____, 2013.

SIGNED this _____ day of _____, 2013.

Mayor

City Recorder

COUNCIL MEETING: August 5, 2013

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: ALDINE MEADOWS STREET LIGHTING LOCAL IMPROVEMENT DISTRICT

ISSUE:

On June 17, 2013 the City Council adopted Resolution R2013-2371 declaring the City's intent to initiate Aldine Meadows Street Lighting Local Improvement District and directing the City Engineer to make a survey and file a written report with the City Recorder. This Council action was taken in response to a petition from the developer requesting the formation of a lighting district in this area.

Attached to this staff report is a City Engineer's report filed for Aldine Meadows Street Lighting Local Improvement District. 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 September 3, 2013 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 R2013-_____

**APPROVING THE CITY ENGINEER'S REPORT; DECLARING
THE CITY'S INTENT TO FORM ALDINE MEADOWS 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 Aldine Meadows Street Lighting Local Improvement District which was filed with the City Recorder on July 30, 2013 to be satisfactory, and the same are hereby approved and adopted.

Section 2. That the City Council hereby declares its intention to form Aldine Meadows Street Lighting Local Improvement District and to make the lighting district improvements to serve Aldine Meadows Street Lighting Improvement District.

Section 3. That the City Council hereby directs the City Recorder to give notice of its intention to form Aldine Meadows 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 September 3, 2013, 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.

PASSED this ____ day of _____, 2013.

SIGNED this ____ day of _____, 2013.

Mayor

City Recorder



City of Keizer

Phone: (503) 390-3700 • Fax: (503) 393-9437
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, OR 97307-1000

ENGINEER'S REPORT

FOR

ALDINE MEADOWS

STREET LIGHTING DISTRICT

For City Council Action August 5, 2013



Renew date: December 31, 2014

PREPARED BY:
Peterson Eng. Consultants, Inc.

4300 Cherry Ave. N
Keizer, OR 97303
(503) 390-7402

Date: July 29, 2013

Project File: 1232

"Pride, Spirit and Volunteerism"

TO: The Hon. Mayor and City Council

FROM: City Engineer's Office

SUBJECT: Street Lighting District for Aldine Meadows

Authority and Purpose: This report is submitted in accordance with the requirements of City of Keizer **Ordinance No. 94-278** and Council **Resolution 2013-2371** 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 6, 100 Watt, high-pressure sodium, flat lens luminaries attached to 30 foot, gray fiberglass poles and 1, 150 Watt, high-pressure sodium, flat lens luminary attached to a 30 foot, gray fiberglass pole. This design is selected to meet current standards and provide the most efficient light coverage. It is recommended that installation be accomplished by the following method:

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

Estimated Costs:

Developer -	
6 Poles & 100 Watt luminaries @ \$7.27 per month each x 12 mos.	= \$523.44
1, 150 Watt luminary @ \$8.90 per month each x 12 mos	= 106.80
Administrative Fee @ \$8.10/Lot:	243.00
Engineering @ \$14.00/Lot:	<u>420.00</u>
Total Assessment	\$1,293.24
(1)Per Lot Assessment (First Year, 30 Lots)	\$43.11

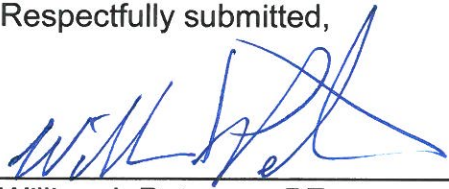
(1) Includes tax roll preparation, audit, delinquencies and miscellaneous administrative costs to the City as authorized by Res. 94-716.

Method of Assessment: It is recommended that the costs be assessed on a per lot basis to each parcel in the district.

For the developer, the first year assessment would include the one-time costs for District formation and engineering. Subsequent year's assessments would reduce to \$21.01 per lot.

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, PE

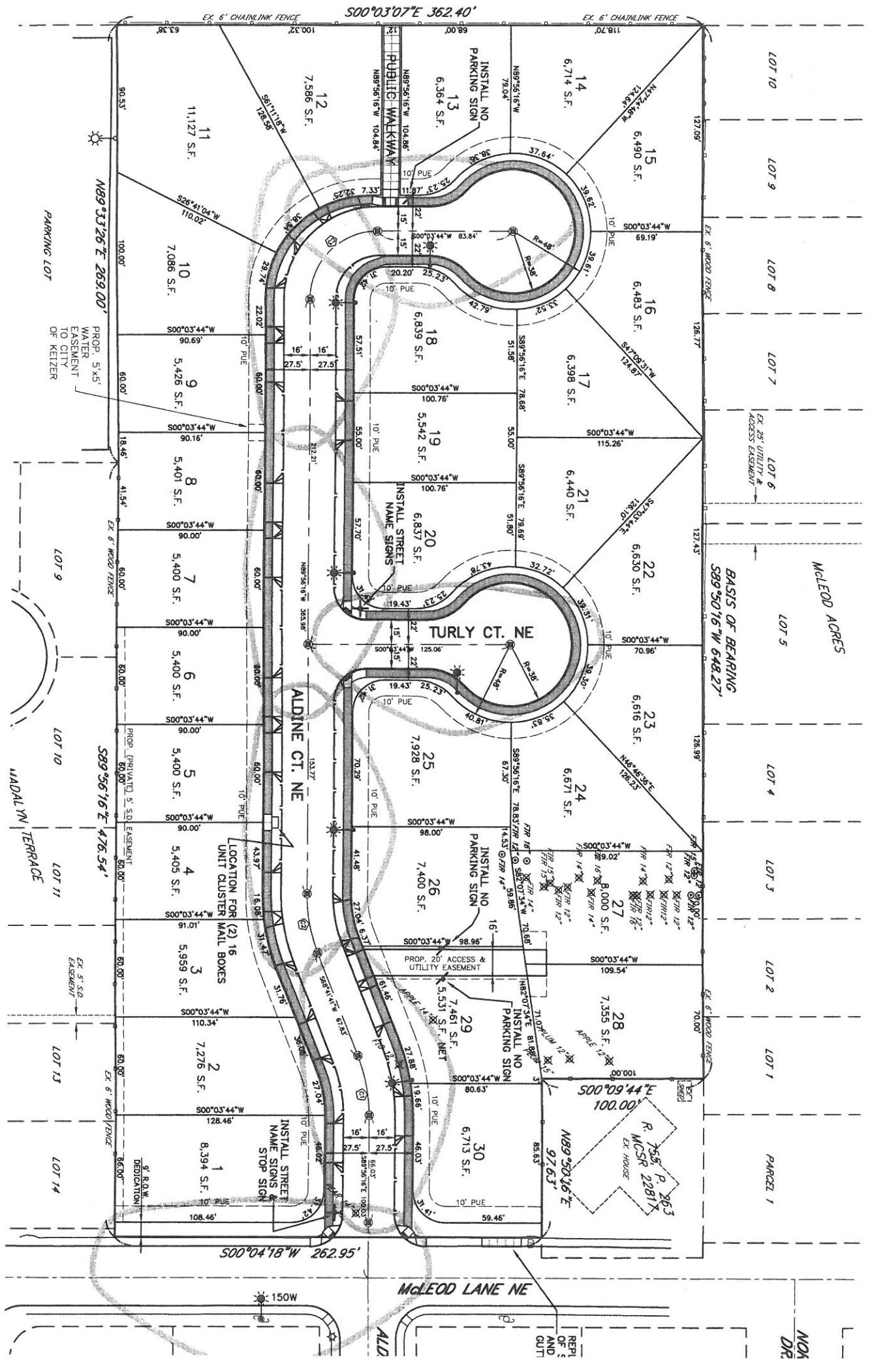
PRELIMINARY ASSESSMENT ROLL

ALDINE MEADOWS
STREET LIGHTING DISTRICT

*Assessors Maps 06 3W 36BC

<u>Lot #</u>	<u>Owner</u>	<u>Cost (per lot)</u>
1- 30	SRS DEVELOPMENT LLC PO BOX 21209 KEIZER, OR 97307	\$43.11 (first year)

TOTAL ASSESSMENT: \$1,293.24



CITY COUNCIL MEETING: August 5, 2013

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: *RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE
LANDSCAPE MAINTENANCE CONTRACT***

The City previously contracted with All Seasons Grounds Care (Shangri-La Corporation) for right-of-way landscape maintenance. The contract expired on July 31, 2013. All Seasons Grounds Care was not interested in renewing the contract.

Staff requested bids from other Qualified Rehabilitation Facilities. State law requires that the Qualified Rehabilitation Facility be used when the particular product or service is available. Spruce Villa, Inc. submitted the low bid. Staff desires to enter into a contract with Spruce Villa. The attached contract provides for almost a two-year contract with a monthly fee of \$3,094.44. The services are provided March through November of each year making the yearly fee \$27,849.96. This fee includes performing the scope of services as attached to the contract. The fee is within the recommended budget amount.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to enter into the right-of-way maintenance landscape agreement with Spruce Villa, Inc.

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

ESJ/tmh
attachment

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2013-____

4
5
6 AUTHORIZING THE CITY MANAGER TO EXECUTE CITY OF
7 KEIZER STREET AND RIGHT OF WAY LANDSCAPE
8 MAINTENANCE SERVICES CONTRACT WITH SPRUCE VILLA, INC
9

10
11 WHEREAS, All Seasons Grounds Care previously had a contract with the City
12 for street and right of way landscape maintenance;

13 WHEREAS, All Seasons Grounds Care's Contract terminated on July 31, 2013
14 and was not interested in renewing the contract;

15 WHEREAS, the City received bids from the available Qualified Rehabilitation
16 Facilities;

17 WHEREAS, Spruce Villa, Inc. submitted the low bid;

18 WHEREAS, the City and Spruce Villa, Inc. wish to enter into the Contract
19 attached hereto;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the City
22 Manager is authorized to execute the City of Keizer Street and Right of Way Landscape
23 Maintenance Services Contract attached hereto on behalf of the City.
24
25

1 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
2 City Manager is authorized to take such further action as necessary.

3 PASSED this _____ day of _____, 2013.

4

5 SIGNED this _____ day of _____, 2013.

6

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8

9

Mayor

10

11

12

City Recorder

**CITY OF KEIZER STREET AND RIGHT OF WAY
LANDSCAPE MAINTENANCE SERVICES**

This Contract is between the CITY OF KEIZER, an Oregon municipal corporation (“City”) and SPRUCE VILLA, INC. (“Contractor”).

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

The period of this Contract shall be August 7, 2013 to June 30, 2015. The Contract may be extended on an annual basis if agreed upon in writing by both the City and Contractor. There can be no more than two (2) one-year extensions of this Contract. Annual renewals of the Contract will be contingent upon the approval of the costs in the City’s annual fiscal year budget.

2. Statement of Work.

The work required under this Contract is contained in “Right of Way Maintenance Scope of Services for The City of Keizer” (hereinafter “Scope of Services”) and the “Standard Terms and Conditions for Standard Public Contracts” attached hereto. The Contractor shall comply in every way with the requirements of the Scope of Services that are hereby made a part of this Contract by attachment and by this reference.

3. Consideration.

a. City agrees to pay the Contractor, at the times and in the manner provided in the “Request for Price Approval” attached hereto.

b. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract through June 30, 2014. This Agreement may be cancelled by City after that date if sufficient funds are not available.

c. Renewals of the Contract may include a price adjustment if agreed upon by both the City and Contractor. The Contractor must submit written documentation supporting the price adjustment to the City for consideration at least 90 days prior to the expiration date of the Contract.

CITY OF KEIZER,
An Oregon municipal corporation

SPRUCE VILLA, INC.

By: _____
Christopher C. Eppley,
City Manager

By: _____
Sheila Barker,
Executive Director

Dated: _____

Dated: _____

**CITY OF KEIZER
STANDARD TERMS AND CONDITIONS FOR
STANDARD PUBLIC CONTRACTS**

1. Contractor is a Qualified Rehabilitation Facility

a. Contractor shall perform the work required by this Contract as a suitable provider. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the standards of OAR 125-055-0015 and OAR 125-055-0020.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this Contract.

d. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this Contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

3. No Third Party Beneficiaries

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides 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 this Contract.

4. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

///

///

5. Contract Documents

The Contract Documents, which comprise the entire Contract between the City and Contractor, include the Standard Public Contract, Scope of Services and Request for Price Approval.

All exhibits, schedules and lists attached to the Contract Documents, or delivered pursuant to the Contract Documents, shall be deemed a part of the Contract Documents and incorporated herein, where applicable, as if fully set forth herein.

6. Contractor's Representations

By executing this Contract, the Contractor hereby represents that:

a. Contractor has familiarized itself with the nature and extent of the Contract Documents, project work, site, locality, general nature of work to be performed by City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.

b. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

c. Contractor has given the City written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the project work.

7. Drug Testing Policy

Does not apply.

8. Notice to Proceed

Written Notice to Proceed will be given by the City after the Contract has been executed and all required insurance documents approved. The Contractor shall commence the project work within five (5) days of the date of the written Notice to Proceed.

9. Suspension of the Work

The City, and its authorized representatives, may suspend portions or all of the project work due to causes including, but not limited to:

- a. Failure of the Contractor to correct unsafe conditions;
- b. Failure of the Contractor to carry out any provision of the Contract;
- c. Failure of the Contractor to carry out orders;
- d. Conditions, in the opinion of the City, which are unsuitable for performing the project work;
- e. Allowance of time required to investigate differing site conditions;
- f. Any reason considered to be in the public interest.

The Contract time will not be extended, nor will the Contractor be entitled to any additional compensation if the work is suspended pursuant to subsections (a), (b) or (c). If the project work is suspended pursuant to subsection (f), the Contractor is entitled to a reasonable extension of the Contract time and reasonable compensation for all costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs.

10. Early Termination

- a. This City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The City may terminate the Contract in whole or in part whenever the City determines that termination of the Contract is in the best interest of the public. The City will provide the Contractor seven (7) days prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances shall Contractor be entitled to lost profits due to termination.
- c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

11. Payment on Early Termination

- a. If this Contract is terminated under 10(a) or 10(b), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- b. If this Contract is terminated under 10(c), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- c. If this Contract is terminated under 10(c), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 12, Remedies.

12. Remedies

- a. In the event of termination under 10(c), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- b. The remedies provided to the City under Section 10 and Section 12 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- c. In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in Sections 10(c) and 11(b).

13. Access to Records

Contractor shall maintain and the City, and its authorized representatives, shall have access to all books, documents, papers and records of Contractor which relate to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

14. Ownership of Work

All work products of the Contractor, including background data, documentation and staff work that is preliminary to final reports, which result from this Contract are the property of City. Use of any work product of the Contractor for any purpose other than the use intended by this Contract is at the risk of the City.

15. Compliance with Applicable Law

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this Contract, including, without limitation, ORS chapter 279 and are incorporated herein by this reference as though fully set forth. Without limiting the foregoing, Contractor expressly agrees to comply with: (I) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

16. Registration with Construction Contractor's Board

Does not apply.

17. Progress Payments

The Contractor shall submit a monthly invoice for services rendered to the City. The Contractor shall invoice only for services rendered. The invoice(s) shall be delivered to:

Finance Department
City of Keizer
PO Box 21000
Keizer, OR 97307

The invoice must show the name, address, and telephone number of Contractor, invoice number, billing period, and amount due.

Payment shall not exceed the amounts listed in the Request for Price Approval attached hereto without the prior approval of the City. Total payments to Contractor shall not exceed the amount specified in the Contract without prior written approval of the City. Payment will be made as promptly as the ordinary payment procedure of the City will permit.

18. Retainage

Does not apply.

19. Change Orders

The Contractor agrees to complete this Contract in accordance with the attached Scope of Services, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event of failure to so agree, the City may then proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party shall in no way relieve either the Contractor or City of this Contract and neither will such action be cause for collection of damages by either party to the Contract, one from the other.

20. Contractor/Subcontractor Payment Obligations

a. The Contractor is required to include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing this Contract:

A. A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the City under such Contract; and

B. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (A) of this subsection. A contractor or first-tier subcontractor shall not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was

due is that the contractor or first-tier subcontractor did not receive payment from the City or contractor when payment was due. The interest penalty shall be:

(a). For the period beginning on the day after the required payment date and ending on the date on which payment of the amount is due made; and

(b). Computed at the rate specified in Oregon law.

b. The Contractor is further required to include in each of its subcontracts, for the purpose of performance of such Contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of this section in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

c. The Contractor shall not request payment of any amount withheld or retained in accordance with Oregon law until such time as the Contractor has determined and certified to the City that the subcontractor is entitled to the payment of such amount.

d. A dispute between the Contractor and a subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to subsection (4) or (5) does not constitute a dispute to which the City is a party. The City shall not be included as a party in any administrative or judicial proceeding involving such a dispute.

e. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund and the State Unemployment Compensation Fund from the Contractor or Subcontractor incurred in the performance of the Contract. The Contractor shall be responsible for any lien or claim filed against the City on account of any labor or material furnished. The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

f. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor from obligation with respect to any unpaid claims.

21. Inspection and Acceptance

Inspection and acceptance of all work required under this Contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

22. Liquidated Damages

Does not apply.

23. Indemnity and Hold Harmless

a. Except for the professional negligent acts covered by paragraph 23.b., Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

b. Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract.

24. Insurance

Contractor shall provide property and personal injury liability insurance in the amount of \$1,000,000.00.

25. Bonds

Does not apply.

26. One Year Maintenance and Warranty

Does not apply.

27. Waiver

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

28. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

29. Governing Law

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of Keizer, Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Marion County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

30. Severability

If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

31. Attorney's Fees

If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

32. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Right of Way Maintenance

Scope of Services

For The City of Keizer

Chemawa Road NE – River Road. to Claggett Creek	Twice per Month Service
Dearborn Ave. NE – River Road to 12 th Ave. NE	Twice per Month Service
Keizer Station Blvd – Lockhaven to Radiant Dr. /35 th St.	Twice per Month Service
Cherry Ave. – Manbrin Dr. to approx. Candlewood Dr. <i>(Includes landscape islands on north & south end)</i>	Twice per Month Service
Sam Orcutt Way – River Road to Cherry Ave.	Twice per Month Service
Lockhaven Dr. N – McClure to Windsor Island Rd.	Twice per Month Service
Lockhaven Dr. NE – McLeod Lane to R/R Tracks	Twice per Month Service
SW corner Lockhaven Dr. & River Rd. & Water Feature	Twice per Month Service
River Road & Wheatland Rd - Landscaped Island	Twice per Month Service

Focal Point at River Rd. and Chemawa Rd.	Weekly Service	Mar. – Jun.
	Biweekly Service	Jul. – Nov.

Services to be provided include Spring (March-April) and Fall (September-November) post and pre-emergent applications, keep landscape weed and litter free, after flower bloom maintenance (bulbs), street tree maintenance (sucker limbs), leaf clean up, lawn mowing.

Annual shrub and tree trimming as directed by City Staff.

Annual bark mulch to be added as directed by City Staff.

All Services to be provided March through November of each year



DEPARTMENT OF ADMINISTRATIVE SERVICES
Request for Price Approval

For LANDSCAPING, Contract # _____
(Product or Service)

Total Price: \$ 27,849.96, per YEARLY (month, year, each, doz.)

Requesting Agency: CITY OF KEIZER

Requesting QRF: SPRUCE VILLA, INC.

**Agency and QRF agree the proposed price and supporting
documentation meets the requirements of OAR 125-055-0030.**

_____, date: _____
Authorized Agency Signature

_____, phone # _____
Email Address

[Signature], date: 7/26/23
Authorized QRF Signature

sprucevilla@sprucevilla.org, phone # 503-399-7924
Email Address

**DAS has reviewed the submitted documentation supporting the price
offered by the QRF and approves the price for procurement of the
above stated product or service in accordance with OAR 125-055-0030.**

_____, date: _____
DAS QRF Coordinator



MINUTES
KEIZER CITY COUNCIL WORK SESSION
Monday, July 8, 2013
Keizer Civic Center
Keizer, Oregon

CALL TO ORDER Mayor Christopher called the meeting to order at 6:00 p.m. The following were present:

Present:

Lore Christopher, Mayor
Joe Egli, Council President
Cathy Clark, Councilor
Jim Taylor, Councilor
Marlene Quinn, Councilor (6:15)
Dennis Koho, Councilor
Kim Freeman, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Bill Lawyer, Public Works Director
Nate Brown, Community Development
Shane Witham, Associate Planner
Tracy Davis, City Recorder

DISCUSSION

a. Code Enforcement History, Resources, Policies and Long Term Goals and Objectives

Community Development Director Nate Brown reviewed the history of Code Enforcement since 2009 reviewing staffing and changes that have occurred since that time.

Shane Witham, Associate Planner, explained that with the release of the former Code Enforcement officer, Police, Public Works and Community Development share the duties. He explained that Code Enforcement is complaint driven and described the process followed when a complaint is received adding that in all cases the department attempts to gain voluntary compliance. He stated that he felt the department was doing a great job with the resources available, but there is a limit to how much staff can accomplish and citations do not always fix the problem. He concluded by questioning how aggressive Council wishes the City to be with Code Enforcement, and how much does the City want staff to do?

Mr. Brown explained that the process is thorough but complex and time consuming and staff would like to streamline the process and update the ordinances but daily duties interfere. Resources are limited, building activity is increasing which means more building permits and more staff time. He reviewed the complaint table in the packet, the process, policies, benefits and costs associated with each policy. Mr. Brown also noted that at some point staff would need more policy direction from Council on what to do about signs and that with more flexible ordinances the enforcement burden

increases. He concluded that staff is doing a good job now, but this is not going to be sustainable in the future.

Discussion then took place regarding using Community Resource Officers hired for Code Enforcement, charging offenders for staff time, developing more robust policies for health and safety issues, using volunteers, confiscating signs, city right-of-way, sight obstructions, streamlining or simplifying the process, a fee structure for the citation process and the dynamics involved in issuing citations, citation vs. abatement, using community policing, and developing a special abatement for tall grass and weeds.

Mr. Brown asked for Council direction on prioritizing where the City should spend its limited resources.

Councilor Clark asked that staff come back with a recommendation based on a plan with the most effective use of human resources.

ADJOURN

Mayor Christopher adjourned the meeting at 7:22 p.m.

APPROVED:

Mayor – Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Dennis Koho

Councilor #4 – Cathy Clark

Councilor #2 – Kim Freeman

Councilor #5 – Joe Egli

Councilor #3 – Marlene Quinn

Councilor #6 – James Taylor

Minutes approved: _____



MINUTES
KEIZER CITY COUNCIL
Monday, July 15, 2013
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:

Lore Christopher, Mayor
Joe Egli, Council President
Jim Taylor, Councilor
Dennis Koho, Councilor
Marlene Quinn, Councilor
Kim Freeman, Councilor

Absent:

Cathy Clark, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Jeff Kuhns, Police
Nate Brown, Community Development
Bill Lawyer, Public Works Director
Susah Gahlsdorf, Finance Director
Elizabeth Sagmiller, Storm Water
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

Jonathan Thompson, Keizer, Chair of the Planning Commission, reported that the Commission had approved a Conditional Use Permit for the memory care facility behind St. Edwards Church with the addition of clarification of text regarding Sandy Road access and provision for an additional bike rack.

Rick Day, Marion County, reported that the Parks Advisory Board had discussed and supported irrigating Sunset Park, had continued discussion on developing a mechanism to generate additional funding for parks and had approved and recommended to Council a plan to convert the Charge house at Keizer Rapids Park into an education center. Mr. Lawyer added that a meeting is scheduled to address questions and make this a reality. Discussion then took place regarding alternative uses for the building, utilities, bathrooms and kitchens, placing an educational facility closer to the water, city obligations, and floodway issues.

Clint Holland, Keizer, requested that signage at the focal point be allowed for more than two days prior to an event. Mr. Brown explained that signage is only allowed at that location for a total of 120 days and the intent is that the signage be for the community and community events as well as KRA. Discussion followed regarding other groups that would want to use the signs, shifting the days, and reserving the sign

facility for 60 days for the exclusive use of the KRA concert series. Mr. Johnson indicated this could be handled under Other Business.

PUBLIC HEARINGS

a. RESOLUTION – Recognizing Amended Boundaries of the Gubser Neighborhood Association, Acknowledging Name Change and Accepting Revised By- Laws – Amending 94- 725

City Attorney Shannon Johnson provided information regarding the existing and proposed boundaries and noted that the expanded boundary conforms to the Gubser Elementary School boundary. He noted that there are also changes in the by-laws and the name and reviewed the criteria set forth by City Ordinance. Discussion then took place regarding the boundary.

Mayor Christopher opened the Public Hearing.

Adam Miles, Keizer, explained that the school boundary was chosen in order to create unity. Lengthy discussion followed regarding the boundary and the map.

Mayor Christopher closed the Public Hearing.

Councilor Egli moved that the Keizer City Council adopt a Resolution Recognizing Amended Boundaries of the Gubser Neighborhood Association, Acknowledging Name Change and Accepting Revised By-Laws – Amending 94-725. Councilor Taylor seconded.

Councilor Taylor offered a friendly amendment to incorporate the rest of Area C at Keizer Station to include the Keizer Little League fields. Councilor Egli did not accept the amendment.

Councilor Taylor moved to amend the boundary to expand the proposed area to the Little League fields and Area C. Councilor Koho seconded.

Councilor Egli noted that he preferred the initial wording in the Gubser By-laws because when the apartments in question get built, the children may be in the Keizer Elementary School boundary. He suggested addressing this when the area gets built out. Further discussion ensued.

Motion failed as follows:

AYES: Koho and Taylor (2)

NAYS: Christopher, Egli, Quinn and Freeman (4)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

Vote on main motion: Motion passed as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

**b. RESOLUTION –
Amending Fees
for Certain
Administrative
Services;
Amending
R2012-2271**

Finance Director Susan Gahlsdorf explained that staff is recommending a reduction in the charge for video tape/DVD reproduction: \$15 each for DVD/CD and elimination of the video tape reproduction.

Mayor Christopher opened the Public Hearing. Hearing no testimony, Mayor Christopher closed the Public Hearing.

Councilor Egli moved that the Keizer City Council adopt a Resolution Amending Fees for Certain Administrative Services; Amending R2012-2271. Councilor Taylor seconded. Motion passed as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

**c. RESOLUTION –
Amending Land
Use and Sign
Permit Fees;
Amending
R2011-2123**

Mr. Johnson explained that this is a minor change. The State is now asking the Planning Department for zoning review on childcare licenses to confirm proper zoning. This is similar to dealer licenses and would be the same cost (\$35). Other agency review fees are also included in this resolution.

Mayor Christopher opened the Public Hearing. Hearing no testimony, Mayor Christopher closed the Public Hearing.

Councilor Egli moved that the Keizer City Council adopt a Resolution Amending Land Use and Sign Permit Fees; Amending R2011-2123. Councilor Taylor seconded. Motion passed as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

**ADMINISTRATIVE
ACTION**

**a. Imminent Water
Pollution
Control
Facilities Permit
– Informational
Report**

Environmental Program Coordinator, Elizabeth Sagmiller, explained that because Keizer injects stormwater into the ground rather than running it through pipes and into waterways, the City is required to have an Imminent Water Pollution Control Facilities (WPCF) Permit. She provided clarification of the stormwater rules and the history of the permitting process that has been taking place since 2008 and explained how the Underwater Injection Control (UIC) devices work. She noted that the permit has a ten-year term and DEQ requires renewal at the end of the term with a Comprehensive Management Plan, annual reporting and stormwater sampling. She reviewed the Keizer stormwater infrastructure and noted that the permits are mandated by State and Federal law and non-compliance is grounds for civil penalties (\$25,000 per day). She reviewed the timeline for completion and explained that stormwater staff is currently working on the Management Plan, Monitoring Plan and the System-Wide Assessment which will be part of the WPCF Permit and will be reviewed by the Storm Water Advisory Committee.

CONSENT CALENDAR

- A. RESOLUTION - Authorizing City Manager to Enter Into Engagement Letter with Grove, Mueller & Swank PC for Audit Services
- B. Surplus Property Report for Fiscal Year 2012-2013
- C. Approval of June 17, 2013 Regular Session Minutes
- D. Approval of July 1, 2013 Special Session Minutes

Item D was pulled from the Consent Calendar.

Councilor Egli moved for approval of Items A, B and C of the Consent Calendar. Councilor Taylor seconded. Motion passed as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

Councilor Egli moved to approve the July 1, 2013 Regular Session Minutes. Councilor Koho seconded. Motion passed as follows:

AYES: Christopher, Egli, Koho, Quinn, and Freeman (5)

NAYS: None (0)

ABSTENTIONS: Taylor (1)

ABSENT: Clark (1)

COMMITTEE REPORTS

Councilor Taylor reported that he would be interviewing the Blakes at their home for the Keizer Points of Interest Oral History program. At the last Traffic/Bikeways/Pedestrian Committee meeting a citizen had voiced concern regarding the danger involved when making a left turn out of the 7-11 store at Lockhaven and River Road. It was suggested that the owner of Dairy Queen and 7-11 work together to develop a safer exit. Councilor Taylor will invite them to the next meeting for discussion.

Councilor Quinn thanked Rick Day for the Parks Board report and added that the soccer field project at Claggett Creek Park is not possible because part of the field would be in the floodplain. Jim Parent is working on alternatives. Mr. Lawyer added that the field would fit but bleachers would be right next to adjacent neighbor fences. Ms. Quinn continued her report noting that the historical Charge signage is being sent to printers for bids and Jake Martin has resigned from the Parks Board. She concluded her report listing upcoming meetings.

Councilor Egli announced the next Planning Commission meeting and commended Chair Jonathan Thompson.

Mayor Christopher reviewed ribbon cuttings for Silverton Health and Outback Steakhouse, noting that Silverton Health means 100 new jobs and Outback employs 80.

Councilor Freeman announced that she and Councilor Clark will meet with Cathy Moore from the Salem Chamber to recruit a Youth Councilor.

Councilor Koho announced that he had been on the radio discussing baseball and what it has led to in terms of jobs and economic activity.

OTHER BUSINESS Councilor Taylor moved to reconsider the motion passed at the last Council meeting: Keizer City Council allow the dates requested by KRA.org plus an additional three for potential movies (total 15) for signage at the focal point and further direct staff to prepare a resolution to formally adopt a sign policy for ongoing use of the sign structure at the focal point. Councilor Egli seconded. Motion passed as follows:

AYES: Christopher, Egli, Quinn, Freeman, and Taylor (5)

NAYS: Koho (1)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

City Attorney Shannon Johnson explained that the issue was not how many days, it was how many days before and after an event the sign would be allowed. Mr. Holland has requested that the dates be shifted to prior to the event with the sign removed immediately following the event.

Councilor Egli moved that the Keizer City Council amend the motion passed at the last meeting: adding that KRA.org receive up to 60 days as needed for programs. Councilor Taylor seconded.

Mayor Christopher offered a friendly amendment to dedicate 60 days for "city partnered programming" with KRA.org. Councilors Egli and Taylor accepted the amendment.

Mayor Christopher explained that the City is invested in this family entertainment so this partnership would get 60 days leaving 60 days for everyone else. Entities wishing to use the sign facilities would have to come to Council every time and Council would set the general guidelines of "not to exceed one week".

Mayor Christopher restated the motion: That the Keizer City Council amend the motion passed at the last meeting relating to use of the sign facilities at the focal point: adding that City-partnered programming with KRA.org receive up to 60 days as needed for those programs and directing staff to prepare a resolution to formally adopt a sign policy for ongoing use of the sign structure at the focal point including general guidelines that would limit the period of usage not to exceed one week. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

City Recorder Tracy Davis announced volunteer openings on the Budget Committee, Planning Commission, Parks Board, K-23, and K-FEST.

Captain Kuhns reminded everyone of the upcoming National Night Out.

Public Works Director Bill Lawyer reminded everyone of the upcoming Public Services Fair and reported that the request for proposals for the community build consultant are due August 6; the task force will be scoring those on August 8.

Community Development Director Nate Brown reminded Council that he had applied for a Transportation Growth Management Grant; The State was not excited about the application but offered that if the City amended the Periodic Review to include some additional items such as how identified deficits will be addressed, then funds are most likely available. If this provides access to additional funds to assist in securing the consultants needed, then staff is requesting Council to amend the scope to include the transportation study and the study for the other infrastructure. The request must be filed by the end of July and staff needs authorization from Council to apply for the grant.

Council agreed by consensus to change the July 29 Work Session to a Special Session so that this could be on the agenda and addressed.

Mr. Eppley reported that 35 applications were received for the Police Chief recruitment. The interview process is planned for the end of July.

**WRITTEN
COMMUNICATIONS**

None

AGENDA INPUT

July 29, 2013

5:45 p.m. – City Council Special Session

- Grant Application
- Presentation – Salem River Crossing – 3rd Bridge

August 5, 2013

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

August 12, 2013

5:45 p.m. – City Council Work Session

CANCELLED

August 19, 2013

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

ADJOURNMENT

Mayor Christopher adjourned the meeting at 9:02 p.m.

MAYOR:

APPROVED:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Dennis Koho

~ Absent ~
Councilor #4 – Cathy Clark

Councilor #2 – Kim Freeman

Councilor #5 – Joe Egli

Councilor #3 – Marlene Quinn

Councilor #6 – James Taylor

Minutes approved:_____

CITY COUNCIL MEETING: August 5, 2013

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: FOCAL POINT SIGN

At its July 15, 2013 meeting, Council directed staff to prepare a Resolution to formally adopt a sign policy for ongoing use of the permanent footings installed at the Focal Point. While preparing the Resolution, it was determined that the Focal Point property is owned by the Urban Renewal Agency and therefore it is appropriate for this item to be considered by the Urban Renewal Agency.

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

ESJ/tmh