#### <u>CITY OF KEIZER MISSION STATEMENT</u>

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

#### AGENDA KEIZER CITY COUNCIL REGULAR SESSION

Monday, November 20, 2017 7:00 p.m. Robert L. Simon Council Chambers Keizer, Oregon

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. FLAG SALUTE
- 4. SPECIAL ORDERS OF BUSINESS
  - a. PROCLAMATION Small Business Saturday 2017
- 5. COMMITTEE REPORTS
- 6. PUBLIC TESTIMONY

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.

- 7. PUBLIC HEARINGS
- 8. ADMINISTRATIVE ACTION
  - a. <u>RESOLUTION</u> Authorizing a Temporary Suspension of the Ordinance Prohibiting Street Vendors <u>RESOLUTION</u> – Authorizing Temporary Uses Subject to Conditions for Keizer Holiday Light Parade (2017)
- 9. CONSENT CALENDAR
  - a. <u>RESOLUTION</u> Authorizing City Manager to Enter Into Intergovernmental Agreement with the State of Oregon for Vending Services

#### b. Approval of November 6, 2017 Regular Session Minutes

#### 10. COUNCIL LIAISON REPORTS

#### 11. OTHER BUSINESS

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

#### 12. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

#### 13. AGENDA INPUT

<u>December 4, 2017</u> 7:00 p.m. City Council Regular Session

<u>December 11, 2017</u> 5:45 p.m. – City Council Work Session

<u>December 18, 2017</u> 7:00 p.m. City Council Regular Session

#### 14. ADJOURNMENT

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



WHEREAS, the City of Keizer, Oregon recognizes and celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, and they represent 99.7 percent of all businesses with employees in the United States and are responsible for 63 percent of net new jobs created over the past 20 years; and

WHEREAS, small businesses employ 48 percent of the employees in the private sector in the United States; and

WHEREAS more than 112 million consumers shopped at small businesses on Small Business Saturday 2016 and 76 percent of consumers plan to go to one or more small businesses as part of 2017 holiday shopping; and

WHEREAS, consumers aware of Small Business Saturday 2016 spent a total of \$15.4 billion with independent merchants on Small Business Saturday and, on average, 33 percent of consumers' 2017 holiday shopping will be done at small, independently-owned retailers and restaurants; and

NOW THEREFORE, BE IT PROCLAIMED by Mayor Cathy Clark of Keizer, Oregon, with the concurrence of the City Council assembled in regular session that Saturday, November 25th, 2017 is

#### SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to be affixed to this document this 20th day of November, 2017.

Cathy Clark,	Mayor

COUNCIL	<b>MEETING: N</b>	November 2	20, 2017

AGENDA ITEM NUMBER:	
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TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: KEIZER HOLIDAY LIGHT PARADE TEMPORARY USE

The Keizer Holiday Light Parade event will be held on December 9, 2017. The Keizer Chamber of Commerce submitted an application relating to the festival, a copy of which is attached.

In 1990 the City Council passed Ordinance No. 90-193 (An Ordinance Prohibiting Street Vendors) that prohibits the selling of any commodity or service upon any street, sidewalk or public right-of-way. There is a provision that allows for suspension of such regulations during a festival. The suspension is done by a City Council Resolution. A Resolution is attached for your consideration. This Resolution prohibits any interference with pedestrian, vehicular or parade traffic.

In 2004 the City Council passed Ordinance 2004-489, amending Section 2.203 of the Keizer Development Code (Ordinance No. 98-389), which regulates "Permitted Temporary Uses". This amendment affords Council discretion in authorizing "additional temporary uses" during a specific event or festival, and specifically allows for the council to authorize temporary signage in conjunction with a temporary use. The Development Code reads as follows:

Additional Permitted Temporary Uses. The City Council may, by resolution, authorize additional permitted temporary uses during a specific event or festival. This may include setting forth reasonable types of uses, appropriate zones for such uses, temporary signs and any time restrictions the Council finds necessary to protect the health, safety and welfare of the Public. (Section 2.203.04.E)

The Keizer Holiday Light Parade is a significant community event which is beneficial to the citizens of Keizer and the surrounding communities. This activity is being organized under the leadership of the Keizer Chamber of Commerce.

In addition to the Parade permit, the event specifically wishes to authorize the placement of up to seven individual booths/stands at each of the following locations:

- St Edwards Catholic Church
- Schoolhouse Square
- Bank of the Cascades

- Columbia Bank
- Up to three other locations to be authorized by the Community Development Director

Staff recommends Council approve the placement of booths/stands at the above locations subject to the following conditions:

- The placement of all structures and facilities associated with the vendors shall conform to the requirements contained in the Keizer Development Code regarding Permitted Temporary Uses (KDC 2.203.04).
- The authority to place the booths/stands at these locations shall only be for the day of December 9.

The Chamber of Commerce has requested that the City waive fees for this event. The estimated total fees associated with this application area as follows:

Application Fee \$ 50.00 Police Staffing \$4,400.00 Public Works Staffing \$ 600.00 Public Works barricades \$1,350.00

Temporary Use Permit \$ 385.00 (7 @ \$55.00)

K23 Coverage \$ 180.00 (4 hrs @ \$45.00 per hour)

\$6,965.00

Though the fee waiver issue was discussed at the budget meetings, the fee waiver was not authorized at that time. The costs for Police/Public Works staffing and the barricades have been budgeted.

It is appropriate for Council to consider the matter of the fees and make a minute motion to deny the waiver request, waive some of the fees, or waive all of the fees for the December 9, 2017 Keizer Holiday Light Parade.

#### **RECOMMENDATION:**

Adopt the attached Resolutions:

- 1. Authorizing a Temporary Suspension of the Ordinance Prohibiting Street Vendors.
- 2. Authorizing Temporary Uses Subject to Conditions for Keizer Holiday Light Parade.

The City Council should then consider the matter of the fees and make a minute motion to formalize its intent.

ESJ/tmh



## PARADE OR SPECIAL EVENT PERMIT FOR PUBLIC PROPERTY

<u>Applications for permits must be submitted 60 days prior to date of parade or special event.</u> This permit is pursuant to City of Keizer Ordinance No 2000-419. A fee of \$50.00 must accompany this application. This form may be filled in electronically and printed.

Danielle Bethell	Keizer Chamber of Commerce
Name of Applicant/Person Responsible	Name of Organization/Group
6150 Ulali Dr N Keizer, OR 97303	9/20/2017
Applicant's Address	Date Application Submitted
503.393.9111	503.393.9111
Residence Phone	Business/Message Phone
Type of Event: Parade Walk Run	Bike Race Special Event
Name of Event: Keizer Holiday Lights Pa	
Date of Event: 12/9/2017 Beginning and	
Description of Event: Parade of lite floats	celebrating holiday season
Number of Persons expected to participate: 30,00	0 Number of Vehicles: 150
Number of Animals: 50 Clean-up A	rrangements: volunteer/contracted services
Proposed Route: Parade: Lockhaven Drive - River	Rd - Plymouth DR NE
Assembly Location: Parade: Lockhaven	
Disassembly Location: Parade: Glynbrook	to Plymouth Drive NE

#### This permit is subject to the following conditions:

- No alcoholic beverages are permitted on City owned street unless an OLCC license has been issued for a community event.
- 2. All residents living adjacent to proposed closure or businesses located adjacent to proposed closure have been notified of the event.
- 3. Barricades may be placed in the street right-of-way but must be positioned to allow access for emergency vehicles. Barricades are available from the City by calling 390-3700. Barricades must be returned to Public Works no later than the day after closure date.

- 4. Participants shall yield right-of-way to vehicular traffic, unless directed otherwise by a police officer.
- 5. The event will be conducted in such a manner as outlined in the ordinance to ensure the safety of the participants and spectators.
- 6. Permittee shall be responsible for clean up of areas and removal of all paraphernalia and debris as a result of this event.

#### \*\*NOTICE\*\*

Permittee shall defend, indemnify and hold harmless the City of Keizer, its officers, agents and employees, against any claim, demand, suit or action for property damage, personal injury or death arising in connection with this event. The City of Keizer requires that the sponsor of such events carry commercial single limit liability insurance in the minimum amount of \$1,000,000 and name the City of Keizer as an additional insured for this event. Claims made in excess of the policy will be the responsibility of the sponsor of the event. We also require that you have a certificate on file with us prior to the event that stipulates the coverage and limit shown above.

INSURANCE CO. P	hiladelphia	POLICY NO. PHUBB396809
COVERAGE LIMITS	\$2,000,000.00 General	Liabilty; \$1,000,000.00 Liquor Liability
	nay revoke this permit if conducted consistent with p	ERMIT REVOCATION** ircumstances reasonably show that the parade or special event public safety.  PLICATION SIGNATURE**
true to the best of		resentative of the above group, that the above statements are will abide by all restrictions, administrative rules and applicable
City Ordinances.	150	9/20/2017
SIG	NATURE	DATE
APPROVED ROUT	TE AND/OR POLICE CO	MMENTS:
ADDITIONAL API	PROVAL COMMENTS O	R CONDITIONS:
Approved by:	Keizer Police Depart	tment
Approved by:	Keizer Public Works	
	,	Approved by:
		City Manager

1	CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON
2	Resolution R2017
4 5	
6 7 8 9	AUTHORIZING A TEMPORARY SUSPENSION OF THE ORDINANCE PROHIBITING STREET VENDORS
10	WHEREAS, the City of Keizer adopted Ordinance 90-193 in December, 1990 which
11	prohibits street vendors in the City of Keizer;
12	WHEREAS, the Ordinance allows for suspension of these regulations during a
13	festival;
14	NOW, THEREFORE,
15	BE IT RESOLVED that a temporary suspension of the Ordinance prohibiting street
16	vendors is hereby granted and street vendors will be permitted on Saturday, December 9,
17	2017 from 5:00 p.m. to 11:00 p.m.
18	BE IT FURTHER RESOLVED all vendors must have any necessary governmental
19	permits and approvals.
20	BE IT FURTHER RESOLVED that at no time shall any person interfere with,
21	impede or block pedestrian, vehicular or parade traffic in any manner whatsoever or
22	unreasonably interfere with viewing the parade. Street vendors shall not operate on private
23	property.
24	
25	
PAGE	1 - Resolution R2017

1	BE IT FURTHER RESOLVED that this Resolution shall take effect immediately o	n
2	the date of its passage.	
3	PASSED this day of, 2017.	
4		
5	SIGNED this day of, 2017.	
6		
7		
8		
9	Mayor	
10		
11		
11 12	City Recorder	

1	CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON
2	Resolution R2017
3 4 5 6 7	AUTHORIZING TEMPORARY USES SUBJECT TO CONDITIONS FOR KEIZER HOLIDAY LIGHT PARADE (2017)  WHEREAS, the Keizer Development Code provides pursuant to Section
8	2.203.04(E) that the City Council may by resolution authorize temporary uses during a
9	specific event or festival;
10	WHEREAS, the Keizer Development Code also provides that the Council may set
11	forth the reasonable types of uses, zones and time restrictions;
12	WHEREAS, the Keizer Chamber of Commerce has requested the City to
13	authorize a temporary use for the Keizer Holiday Light Parade, including, but not limited
14	to placement of booths/stands in specific locations during such parade;
15	WHEREAS, the City Council has considered this matter and finds that it is
16	appropriate to grant the request with certain restrictions necessary to protect the health,
17	safety and welfare of the public;
18	NOW, THEREFORE,
19	
PAGE	1 - Resolution R2017

1	BE IT RESOLVED by the City Council of the City of Keizer that the 2017 Keizer
2	Holiday Light Parade is authorized as a specific temporary use and the hours of operation
3	and allowance for booths/stands for the parade is hereby allowed pursuant to the design,
4	restrictions and conditions as set forth in the attached Exhibit "A" which is incorporated
5	herein by this reference.
6	BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
7	on the date of its passage.
8	PASSED this day of, 2017.
9	SIGNED this day of, 2017.
10 11	
12	Mayor
13	
14	<del></del>
15	City Recorder

#### **EXHIBIT "A"**

#### Design, Restrictions and Conditions

The City Council approves the proposed temporary use, hours of operation and signage for the 2017 Keizer Holiday Light Parade as follows:

- Except as set forth in this decision, the 2017 Keizer Holiday Light Parade shall be routed, staged, disbanded, operated and conducted pursuant to the Special Event Permit application submitted by the applicant as approved by the Keizer Police Department and Public Works Department.
- 2. The 2017 Keizer Holiday Light Parade may have one (1) booth/stand located at each of the following locations on a parking lot or other hard surface area:

St Edwards Catholic Church Schoolhouse Square Bank of the Cascades Columbia Bank Up to three other locations to be authorized by the Community Development Director

No booths/stands may be placed without the property owner's permission. All booths/stands shall be subject to the conditions further described herein as well as the sign code. Such booths/stands may be placed no earlier than December 9, 2017 and must be removed no later than December 10, 2017 and may not be located on any public road or sidewalk. The exact location of the booth/stand at each of the locations must be approved by the Community Development Director.

- 3. No electronic signs of any type are allowed, unless required by the Keizer Police Department or Public Works Department for safety reasons.
- If required under applicable regulations, any food vendor shall obtain a license from Marion County Environmental Health or similar county agency prior to operating.
- 5. Any booth/stand or other vendor shall not obstruct pedestrian pathways, driveways or drive aisles and shall not create a traffic or safety hazard.
- 6. Any paper, cardboard, wood, or plastic containers, wrappers, or any litter or material is to be picked up by the vendor.
- 7. All booths/stands must remain capable of being moved at any time.

- 8. All activities shall comply with Keizer Police Department's direction and requirements of Keizer Fire District.
- 9. Any booth/stand not removed by December 11, 2017 may be immediately removed by City staff without notice and the Keizer Holiday Light Parade shall be billed for staff time at the hourly rate of staff person including benefits for removing the booth/stand.

CIT I COUNCIL MEETING: November 20, 201	CITY COUNCID	<b>MEETING:</b> November	20, 2017
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AGENDA ITEM NUMBER:\_\_\_\_\_

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR VENDING

**SERVICES** 

The vending services located in City Hall are maintained through the Oregon Commission for the Blind pursuant to ORS 346.520. The State of Oregon has requested that the City enter into a revised Intergovernmental Agreement to formalize the arrangement between the parties. Staff has negotiated the terms of the agreement and it is attached to the enclosed Resolution for your consideration.

#### **RECOMMENDATION:**

Adopt the attached Resolution authorizing the City Manager to enter into the Intergovernmental Agreement with the State of Oregon.

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

ESJ/tmh

1	CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON
2	Resolution R2017
4	Resolution R2017
5	AUTHORIZING CITY MANAGER TO ENTER INTO
6	INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF
7	OREGON FOR VENDING SERVICES
8	
9	WHEREAS, ORS Chapter 190 provides for intergovernmental agreements;
10	WHEREAS, the City of Keizer and the State of Oregon wish to enter into that
11	certain Intergovernmental Agreement in which the Oregon Commission for the Blind
12	will provide vending services to City Hall and its visitors;
13	WHEREAS, the City Council of the City of Keizer has considered this matter and
14	wishes to move forward with such agreement;
15	WHEREAS,
16	NOW, THEREFORE,
17	BE IT RESOLVED by the City Council of the City of Keizer that the City
18	Manager is authorized to enter into the attached Intergovernmental Agreement.
19	BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
20	upon the date of its passage.
21	PASSED this day of, 2017.
22	SIGNED this day of, 2017.
23	
24	<del></del>
25	Mayor
26	
27	<del></del>
28	City Recorder

#### Oregon Commission for the Blind, Business Enterprise Program



#### INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into by and between: The City of Keizer, an Oregon municipal corporation hereinafter referred to as Agency, and the State of Oregon, acting by and through its Oregon Commission for the Blind, Business Enterprise Program a state agency, hereinafter referred to as BEP.

#### **RECITALS**

**PURPOSE:** The purpose of this Agreement is to provide for mutual assistance and cooperation in the establishment, operation and maintenance of exclusive vending services at the location(s) identified in Exhibit A.

**AUTHORITY:** This Agreement is entered into under the authority of ORS 190.110 and Oregon Revised Statutes 346.510 et. seq. (the "Act").

#### **BACKGROUND:**

**WHEREAS** the BEP is empowered to enter into cooperative agreements with other public and private agencies to provide services, programs and facilities for visually impaired individuals; and

**WHEREAS** Agency desires BEP's assistance and cooperation in the provision of vending services for the convenience of staff and visitors at Agency's facilities as described herein; and

**WHEREAS** BEP's performance of such services is consistent, compatible and beneficial to its role as a state licensing agency under the Act, to provide opportunities for blind managers licensed by BEP to operate the vending services in public buildings or properties.

#### **AGREEMENT**

**THEREFORE,** in consideration of the mutual covenants contained herein, Agency and BEP hereby agree as follows:

1. **Recitals**: The recitals above are incorporated herein as if fully set forth.

- 2. **Term:** This Agreement shall commence on July **1,**2017 and shall continue thereafter for five (5) years unless terminated earlier in accordance with article 15
- 3. **Vending Facilities to be provided:** Under ORS 346.510-570 BEP shall have the exclusive right to operate the vending services in locations identified in Exhibit A. The services will be operated in such a way as to comply with all federal, state and local laws and regulations. BEP may assign licensed blind managers or subcontract with a professional service company to operate the services required under this Agreement.
- 4. **Space and Utilities**: Agency shall furnish the BEP adequate space to operate the services specified in Exhibit A. Agency shall also provide the necessary utility services, including, but not limited to, electrical power supply/connections required for installation, maintenance and operation of the services. Agency shall not charge the BEP for such utility costs or for the normal cleaning, maintenance, and repair of the building and structure adjacent to the service areas, unless the vending machines cause the damage that is required to be repaired.
- 5. **Vending Machines:** Vending machines provided at the Agency's locations are as identified in Exhibit A. The parties by mutual consent in writing shall approve any substantial changes in location or arrangement of vending machines and /or services, including the addition of other machines, locations or equipment.
  - **a. Service and Repairs:** BEP shall service, fill and maintain the vending machines and display equipment located at the Agency's locations in accordance with the BEP Standard vending policy as documented in Exhibit B and in compliance with prevailing industry standards.
    - BEP shall restock, clean and check the machines for needed repairs ("service") in compliance with Exhibit B. BEP shall post a notice on each of the vending machines stating that the machine is operated by or for the Oregon Commission for the Blind, Business Enterprise Program. The notice shall include a telephone number for reporting malfunctions or requesting repairs. BEP shall respond to any reported malfunctions within 8 hours and arrange for necessary repairs as soon as possible. BEP and Agency shall mutually agree to a system to reimburse customers for money lost.
  - **b. Products Dispensed**: The products dispensed shall at all times be nutritionally balanced, fresh and wholesome and of good quality. BEP shall remove all products promptly before their labeled pull dates and before the products become stale or spoiled.
  - **C. Healthy choices:** BEP shall maintain not less than a fifty percent ratio of healthier choice product selections to traditional items.
- 6. **Payments and Proceeds**: BEP shall establish sale prices for the services and products at current market value, and shall be entitled to all revenues and proceeds from the operation except as provided below. BEP shall be responsible for all state and local taxes, licenses, permits, authorizations and any other state and local requirements with regard to its ownership, use or operation of vending machines and provision of services under this Agreement.
- 7. **Access to Property**: During regular business hours, Agency shall allow BEP employees, licensed blind managers, employees of licensed blind managers and subcontracted company employee's adequate access to the locations where services are provided. All such individuals entering on Agency

premises shall comply with the applicable Agency policies and procedures. Police department access shall be CJIS compliant.

- 8. **Notification of Misconduct**: The Agency shall exercise reasonable efforts to notify BEP of any alleged misconduct or mismanagement by an individual providing the services, or any other dissatisfaction with the BEP under this Agreement. Agency may recommend a change of personnel providing the services, and if so shall provide the BEP written documentation containing the rationale for recommended changes, which shall not be based upon prohibited discriminatory treatment. The BEP will respond to the Agency in writing within fifteen (15) business days from the date the BEP receives this request. If the Agency is dissatisfied with the BEP response, an informal meeting will be held between the parties. Both parties will use best faith efforts to resolve any disputes that may arise.
- 9. **Assignment/Subcontractors:** BEP may assign this Agreement, in whole or in part, or any right or obligation hereunder, to a blind manager or professional service company subcontractor and provide notice to agency. With the exception of emergencies, the notice shall be provided to Agency ten (10) days prior to the effective date of the assignment. BEP shall notify Agency of any manager or subcontractor acting on its behalf, including names, addresses, and telephone numbers. BEP will obligate each blind manager or subcontractor that it engages to operate the services at Agency to act in accordance with the provisions of this Agreement.
- 10. **Indemnification; Insurance:** Subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), BEP shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, Agency, its officers, employees and agents from and against any liability for personal injury or damage to life or property arising from the BEP's intentional misconduct, or reckless or negligent acts or omissions under this Agreement.

Subject to the limitations of Article XI, Section 9 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Agency shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, to the extent permitted by law, BEP and its officers, employees and agents from and against any liability for personal injury or damage to life or property arising from the Agency's intentional misconduct, or reckless or negligent acts or omissions under this Agreement.

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

- 11. **Losses:** Except to the extent any such loss shall be caused in whole or in part by the Agency's intentional misconduct, or reckless or negligent acts or omissions or material breach under this Agreement, BEP assumes liability for all losses involved in the operation of the services or equipment provided by BEP due to theft, fire, accident, disruption of utility services, vandalism, spoilage, or other similar events.
- 12. **Representations and Warranties:** BEP and Agency represents and warrants that it has full power and authority to enter into agreements of the type contemplated herein, and that all action on their part necessary for the authorization, execution, delivery and performance of this Agreement has been duly taken.

- 13. **Compliance with Applicable Law:** BEP and Agency shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement.
- 14. **Force Majeure:** Neither party shall be held responsible to the other for any delay or default caused by fire, riot, civil commotion, war, act of God, or any other like condition or event which is beyond its reasonable control and which by the exercise of reasonable diligence it is unable to prevent.
- 15. **Termination:** Either party may terminate this Agreement, upon thirty (30) days written notice, or at such later date as the party may establish in such notice, (i) for breach of any material provision by the other party if the breach is not remedied within fifteen (15) calendar days following provision of notice by the aggrieved party; or (ii) in the event the party determines, in the exercise of its reasonable discretion, that the Oregon State Legislature has failed to approve funding, appropriations, limitations, allotment or other expenditure authority at levels sufficient to perform its obligations under the Agreement. Any such termination shall not affect obligations that accrued prior to the date of the notice and for which funding is lawfully available. In addition to the above, the Agreement may be terminated upon mutual agreement of the parties in writing with ninety (90) days' prior written notice to the other party.
- 16. **Administration; Notices:** Except as otherwise provided in this Agreement, any communications between the parties or notices to be given under this Agreement shall be given in writing by personal delivery, facsimile transmission, or by mailing the same, postage prepaid, to the party's Authorized Representative as follows:

The City of Keizer (Agency)
Attention: City Attorney

930 Chemawa RD. NE PO Box 21000

Keizer. OR. 97307

Telephone: 503 856-3433

Fax: 503 856-3434

Oregon Commission for the Blind ("BEP") Attention: Business Enterprise Director

535 SE 12th Avenue Portland, Oregon 97214 Telephone: 971-673-1588 FAX: 503-234-7468

Or to such address or fax number as either party may hereafter indicate.

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

- 17. **Waiver; Amendment:** The parties may agree to amend this Agreement to the extent permitted by applicable statutes and administrative rules. No amendment shall be effective unless it is in writing and signed by the parties and unless all approvals required by applicable law have been obtained before becoming effective. No delay or omission to exercise any right, power or remedy accruing to either party upon any breach or default by the other shall impair any such right, power or remedy. Any waiver of breach or default must be in writing and shall be effective only to the extent specifically set forth in the writing. All remedies shall be cumulative and not alternative. No provision of the Agreement may be amended, waived, discharged or terminated orally.
- 18. **Independent Contractor:** BEP and Agency are, as to each other, independent contractors. This Agreement is not intended to, and shall not be construed to, create a partnership, joint venture or master-servant relationship between BEP and Agency, nor does the Agreement give either party the power to act as a partner, joint venture or agent on behalf of the other. Nothing in this

Agreement shall be construed to create a master-servant, principal-agent, or employer-employee relationship between BEP and its assigned blind managers and subcontractors or between Agency and the managers and subcontractors who provide services under the Agreement.

- 19. **No Third-Party Beneficiaries:** Nothing contained in this Agreement is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.
- 20. **Non-Discrimination:** The parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
- 21. **Funds Available:** The parties certify at the time of this Agreement that sufficient funds are available and authorized for expenditure to finance the costs of this Agreement. Continuation of this Agreement after the current budget period is contingent on legislative approval of funding.
- 22. **Integration:** This Agreement, together with its exhibits, if any, and matter incorporated by reference, contains the entire agreement between the parties on the subject matter thereof, and no statements made by any party or agent thereof not contained therein shall be valid or binding.

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

STATE OF OREGON, acting by and through the Oregon Commission for the Blind, Business Enterprise Program (BEP) By:
X:
Name: Eric Morris
Title: Director Business Enterprise Program Date:
And BY:
City of Keizer (Agency)
By:
X:
Name: Christopher C. Eppley
Title: City Manager
Date:

#### **EXHIBIT A**

## Vending Machine, equipment listed by type, location(s) and quantity

**Agency: City of Keizer** 

**Address: 930 Chemawa Road NE** 

**Keizer Oregon** 

**Client Contact information: Information Desk** 

## **Vending Location: Community Center Hall Between Public Restrooms**

- -1-each -cold beverage with bill changer and card acceptor
- -0-each hot beverages
- -1-each candy/snack, with bill changer and card acceptor
- -0-each other

#### Supporting equipment:

- -0- each oven
- -0- each dollar bill acceptors (free standing)
- -0- each other

#### **Micro Market:**

> N/A

#### **Manual Food Service:**

> N/A

#### **Food truck Service:**

> N/A

#### **Other Services:**

N/A

#### Comments and other special operating criteria:

More variety of items such as nuts, trail mix, dried fruits, popcorn, whole grain chips, bottle water, non-caffeinated drinks like Sprite.

**Agency: City of Keizer** 

**Address: 930 Chemawa Road NE** 

Keizer, Oregon

**Client Contact information: Police Administrative Assistant** 

#### **Vending Location: Police Department Break Room**

- -1-each -cold beverage with bill changer and card acceptor
- -0-each hot beverages
- -1-each candy/snack, with bill changer and card acceptor
- -0-each other

#### Supporting equipment:

- -0- each oven
- -0- each dollar bill acceptors (free standing)
- -0- each other

#### **Micro Market:**

➤ N/A

#### **Manual Food Service:**

N/A

rood truck Service:
> N/A
Other Services:
> N/A
Comments and other special operating criteria:
More variety of items such as nuts, corn nuts, trail mix, popcorn, red licorice, sunflower seeds, cinnamon flavored gum, non-

caffeinated drinks like Sprite, Orange, Root beer. More Rock Star

and Monster. Less Mt. Dew.

Signed x\_

#### **EXHIBIT B**

#### **BEP Vending Service Policy**



Oregon Commission for the Blind, Business Enterprise Program (BEP)

#### **Vending Service Policy**

BEP and its Licensed Blind Managers understand that the vending industry in general offers very little in the way of customer amenities. The entire vending industry is structured to provide products in a cost efficient but rather impersonal manner. Little to no contact with customers is how this is achieved. Selling products through machines is often considered cold and impersonal.

BEP, through its Licensed Blind Managers (LBM) recognizing this perceived void in good customer service/relations has developed policies that will make BEP operators unique in the vending field.

Strictly adhering to these policies will assure "hospitality" is always present in BEP vending locations. BEP LBM's, because they care enough about their customers to offer this program, will clearly be providing unique "added value" service to their vending clients.

To that end the BEP Program will provide its clients, their guests and employees vending services consistent with the same high level of performance and guest relations services provided in BEP manual operations.

BEP and its LBMs will:

■ Listen carefully to and record the client's objectives and employee needs

- Identify, document, agree and commit to exactly how those needs will be fulfilled (accountability)
- The LBM will operate the vending themselves or with his/her own employees and are required to meet or exceed all of BEP vending policies

#### **BEP Service Policies:**

- Provide state of the art equipment filled with high quality, recognized brand products offering a balance of traditional products and Healthier Choice selections.
- Provide service on a high level of fill frequency standard machine fill ratio to be 65% /35% (65% remaining available to 35% to be filled)
- Provide 24-hour maintenance service (where required)
- Maintain an eight hour or better average repair response time (unless parts must be ordered)
- Aggressively replace faulty equipment experiencing unreasonable frequency of trouble calls
- Service personnel to make courtesy contact with client on-site representative (if one is available) during each fill service or maintenance call
- Provide unannounced on-site, in depth operational inspection/evaluation. Evaluation reports to be maintained by BEP and available upon request, by the client within ten business days following inspection
- BEP will train, certify and hold the BEP LBMs accountable for assuring vending services are consistently meeting or exceeding BEP Vending service standards and BEP service polices

- The BEP LBMs will retain primary responsibility for coordinating vending services with their client and be responsible to BEP for meeting the terms and conditions of the agreement between BEP and the Client
- BEP or the LBM will conduct in-depth <u>customer satisfaction surveys</u> twice per year. Survey results available to the client representative, upon request, within ten business days following the survey
- BEP LBM's will conduct periodic on-site marketing and public relations special events
- BEP LBMs will record all service calls and conduct service call operational reviews every six months. If recurring problems exist these reviews will be conducted (for effected locations if any) weekly until the issue(s) are eliminated.
- The LBM will report all recurring service problems to BEP. BEP may require the LBM to submit an action plan assuring the issue(s) will be resolved and the location is in full compliance with the IGA/IAA between BEP and the Client
- The LBM will track and report to BEP all monthly and year to-date sales i.e.:
  - ✓ In total dollars and total units sold by category
  - ✓ Unit count by category to include % of each category to total units sold
  - ✓ Number (by machine type) of maintenance calls including average response times
- Documented performance reviews will be a requirement for all: BEP/Client and/or BEP/LBM contract negotiations and extensions
- LBMs will readily cooperate with random BEP audits. BEP shall be given unrestricted access to LBM's account/location financial accountability records as well as service records needed to verify compliance with IGA/IAA being audited



## MINUTES KEIZER CITY COUNCIL

Monday, November 6, 2017 Keizer Civic Center, Council Chambers Keizer, Oregon

#### CALL TO ORDER

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

Present: Staff:

Cathy Clark, Mayor
Marlene Parsons, Councilor
Kim Freeman, Councilor
Bruce Anderson, Councilor
Laura Reid, Councilor
Amy Ryan, Councilor
Roland Herrera, Councilor
Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community
Development
Bill Lawyer, Public Works
John Teague, Police Chief
Tim Wood, Finance Director

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

Youth Councilor Samuel Hernandez

SPECIAL ORDERS OF BUSINESS None

COMMITTEE REPORTS None

## PUBLIC TESTIMONY

Kris Fairbrother, Deborah Kennedy and Theresa Thomson, Keizer, expressed dismay over the Public Safety and Parks Fees stating that there was inadequate public discussion, notice, and input.

Mayor Clark provided explanation and clarification noting public outreach is one of the challenges faced by city government and that the fees were implemented by ordinance and would not be changed without additional public input. She urged them to attend the Budget Committee meetings.

Gary Blake, Keizer, representing the West Keizer Neighborhood Association, introduced Carolyn Holman who read a letter regarding safety at Sunset Park and requesting that signs be posted at the shooting range advising shooters not to fire in the direction of Sunset Park. Chief Teague responded that his department has been working with the land owner and a sign has been posted, but there are other properties in this area that people shoot on.

*Charles Anderson*, Keizer, complained about parents of McNary students parking in his neighborhood for evening events and McNary students parking in his neighborhood during the day and leaving trash in his yard

Tracy Davis, City Recorder

and damaging his property. He complained that suggestions made at the recent forum have not been implemented noting that all the problems began when Eric Jesperson became principal and asked that the gate be locked for a few months as a trial. Mayor Clark urged Mr. Anderson to contact Mr. Jesperson and Chuck Lee.

#### **PUBLIC HEARINGS** None

**ACTION** 

a. RESOLUTION Affirming Intent of the **City Council of** the City of Keizer Regarding Replacement Funding for **Economic** 

Development

**ADMINISTRATIVE** City Attorney Shannon Johnson reminded Council that at the last meeting they had directed him to make the Area A LID net proceeds available for economic development following reimbursement of the affected jurisdictions. The resolution is before Council in response to that direction.

> Councilor Parsons move that the Keizer City Council adopt a Resolution Affirming Intent of the City Council of the City of Keizer Regarding Replacement Funding for Economic Development. Councilor Freeman seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. ORDER -Designating "No Parking" Zone in a

explanation and background information. He then fielded questions regarding businesses at this location and right of way. Councilor Parsons moved that the Keizer City Council adopt an Order

Public Works Director Bill Lawyer reviewed his staff report which provided

Certain Area of Cade Avenue Northeast, Keizer, Oregon

Designating "No Parking" Zone in a Certain Area of Cade Avenue Northeast, Keizer, Oregon. Councilor Freeman seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Authorizing Sign

Intergovernmental Agreement Relating to Creation of a Program

Coordinator for the Mid-Willamette NAYS: None (0)

Homeless Initiative

c. RESOLUTION - Mr. Johnson explained that this is the first of two items dealing with the Mid-Willamette Valley Council of Governments. He reviewed his staff **City Manager to** report which provided background information and details.

> Councilor Parsons moved that the Keizer City Council adopt a Resolution Authorizing City Manager to Sign Intergovernmental Agreement Relating to Creation of a Program Coordinator for the Mid-Willamette Homeless Initiative. Councilor Freeman seconded. Motion passed unanimously as follows:

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

ABSTENTIONS: None (0)

ABSENT: None (0)

# d. RESOLUTION – Authorizing City Manager to Sign Agreement with Mid-Willamette Valley

d. **RESOLUTION** – Mr. Johnson summarized his staff report noting that the agreement is to create an Americans with Disabilities Act Transition Plan.

City Manager to
Sign
Agreement with

Councilor Parsons moved that the Keizer City Council adopt a Resolution
Authorizing City Manager to Sign Agreement with Mid-Willamette Valley.

Councilor Freeman seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

#### CONSENT CALENDAR

- a. RESOLUTION Authorizing City Manager to Sign Consent to Petition to Vacate Phillip Street
- b. RESOLUTION Extending City Manager's Employment Contract (2018-2019)
- c. RESOLUTION Extending City Attorney's Employment Contract (2018-2019)
- d. RESOLUTION Approving the City Engineer's Report; Declaring the City's intent to Form Galina Court Street Lighting Local Improvement District; Providing Notice and Setting Hearing
- e. RESOLUTION Approving the City Engineer's Report; Declaring the City's intent to Form Pinecrest Addition Street Lighting Local Improvement District; Providing Notice and Setting Hearing
- f. Approval of October 16, 2017 Regular Session Minutes

<u>Councilor Parsons moved for approval of the Consent Calendar.</u> <u>Councilor Freeman seconded. Motion passed unanimously as follows:</u>

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

#### COUNCIL LIAISON REPORTS

Councilor Anderson reported that he had participated in the Work Source Oregon Agency meeting which is engaged in getting services to our veterans and the Marion County Re-entry Initiative Breakfast. Upcoming meetings/events include the Chamber Board and the Eagle Charter School field trip.

Councilor Herrera announced that he had attended the Keizer Heritage Foundation Halloween party and the Chrystal Apple Awards ceremony. He congratulated the McNary football team and reminded everyone about the upcoming school bond community forum at McNary.

Councilor Parsons reviewed actions of the Keizer Festivals Advisory Board and announced the upcoming Planning Commission meeting and the Marion County Commissioners Breakfast.

Councilor Reid announced that the Keizer Festivals Advisory Board had

developed a Holiday Calendar which will be posted on the City website soon. She reported on the recent tree planting at Keizer Rapids Park, the Town Hall meeting with Senator Ron Wyden at McNary, the community breakfast and the Southeast Keizer Neighborhood Association meeting. She announced a Community Listening Session for the upcoming school bond at McNary and upcoming Homegrown Theater plays, the McNary Musical and Living History Day at McNary and thanked all veterans.

Councilor Freeman reported on the Marion County Re-entry Breakfast and the recycling facility tour and announced upcoming events/meetings including the Marion County Commissioners Breakfast, Traffic Safety/ Bikeways/Pedestrian Committee and West Keizer Neighborhood Association meetings. She also announced volunteer openings in various city committees and the Chamber Turkey Dash.

Councilor Ryan announced that she would be attending/participating in the Turkey Dash, various committee meetings, the Eagle Charter School field trip, and the McNary game at West Linn. She commended Keizer's City Attorney and City Manager noting that it was a privilege to extend their contracts.

Youth Councilor Hernandez announced the McNary play Wizard of Oz, and school closure for Veterans' Day. He noted that he had attended the Wyden Town Hall meeting and that November is an important month for finishing college applications; Gates Scholarship results come out on the 15<sup>th</sup>.

Mayor Clark reported on the Council of Governments Board, Salem-Keizer Area Transportation Study, Story Pole charrette, Mayors' Coalition, Catholic Community Services and Family Building Blocks luncheons, the Whiteaker Middle School/Scout Troop 19 service event at Keizer Rapids Park, Keizer PD Drug Take-Back Day, and the Black White & Gray Show. She announced that the new League of Oregon Cities Executive Director is Mike Cully and upcoming events include Strategic Economic Development Corp luncheon, the Keizer Community Band performance, and Keizer Heritage Board and Personnel Policy Committee meetings.

#### OTHER BUSINESS

Finance Director Tim Wood announced that for the 4<sup>th</sup> year in a row the City received the Distinguished Budget Presentation Award from the Government Finance Officers Association.

Chief Teague announced that a drug take back container is in the Police Department lobby year round for drop off of medications.

Public Works Director Bill Lawyer explained that street work being done throughout the city is a massive fiber optic project by the School District to connect all schools to one system. It is not a City project.

Community Development Director Nate Brown provided information regarding the upcoming Planning Commission meeting to discuss glazing mitigation efforts through landscape design at the new theater.

WRITTEN COMMUNICATIONS	None		
AGENDA INPUT	November 13, 2017 5:45 p.m. – City Council Work Session - Cancelled November 20, 2017 7:00 p.m City Council Regular Session December 4, 2017 7:00 p.m. City Council Regular Session		
ADJOURNMENT	Mayor Clark adjourned the meeting at 8:40 p.m.		
MAYOR:	APPROVED:		
Cathy Clark Debbie Lockhart, Deputy City Recorder COUNCIL MEMBERS			
Councilor #1 – Laura Reid		Councilor #4 – Roland Herrera	
Councilor #2 – I	Kim Freeman	Councilor #5 – Amy Ryan	
Councilor #3 – Marlene Parsons		Councilor #6 – Bruce Anderson	
Minutes approved:			